

RESTRICTIVE COVENANTS

Whereas, the City of McLeansboro, Illinois, is the owner of a subdivision in the City of McLeansboro, Illinois known as Hamco Heights, and described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-two (22), Township Five (5) South, Range Six (6) East of the Third Principal Meridian, Hamilton County, Illinois, containing 40 acres, more or less.

Whereas, the restrictive covenants herein shall be recorded in the office of the County Recorder, Hamilton County, Illinois, and shall control the subdivision upon the terms as set out herein, and shall become covenants running with the land affecting ownership and use thereof.

Therefore, the restrictive covenants affecting said above described real estate and subdivision shall be as follows:

Section 1: Each lot shall be used for privately owned single family residences for low and moderate income single family units and for no other purposes; provided that lots number 26, 27 and 28 as shown on the subdivision plats may be used for multi-family residences for low and moderate income families.

Section 2: Any sale or resale of any lot shall be made to any person without regard to race, color, national origin, religion, sex, marital status, age, or physical or mental handicap.

Section 3: ~~No business of any kind shall be conducted on~~

Section 4: No noxious or offensive activity shall be carried on in or on any lots.

Section 5: No sign of any kind shall be displayed to public view on a lot or the common area, except customary name and address signs and lawn signs of not more than five square feet in size advertising a property for sale or rent.

Section 6: No owner shall permit anything to be done or kept

on his lot or the common area which would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.

Section 7: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common area. However, dogs, cats, and other household pets may be kept on lots so long as they are not kept, bred, or maintained for commercial purposes, provided that no more than two animals may be kept on any lot.

Section 8: No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.

Section 9: No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot.

Section 10: No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 11: Nothing shall be altered in, constructed on, or removed from any common area.

Section 12: Each owner shall, at his sole cost and expense, repair his residence, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

Section 13: If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all due diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within 12 months after the damage occurs, and shall be completed within 18 months after the damage occurs, unless prevented

by causes beyond the control of the owner or owners. If the residence is destroyed, the owner may choose not to rebuild if he clears and levels the lot restoring it to the condition before construction.

Section 14: No owner of a lot shall park, store, or keep any vehicle except wholly within the parking space designated therefore, and no owner shall park, store, or keep any camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle or truck as described below on any uncovered parking space. More specifically, no truck, camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle may be parked on a driveway. In no event shall any truck larger than a $\frac{1}{2}$ ton pickup be parked, stored, or kept in any parking space. No owner of a lot shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any portion of any lot, or on the common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street. No vehicles shall be parked on any street at any time.

Section 15: All lots shall be well maintained, with regularly cut weeds and grass, and shall be in good condition at all times.

X Section 16: No mobile homes or modular homes or any pre-constructed building shall be placed on any lots herein. A modular home may be allowed only with the prior written approval of the City Council, which shall be granted if it conforms to the standards of construction, size, and appearance of homes on other lots.

Section 17: The residences shall conform to FmHA specifications or greater, as amended from time to time.

Section 18: Platted easements for utilities shall be respected at all times, and each lot owner shall allow ingress and egress at all times for maintenance, repair, replacement or installation of said utilities.

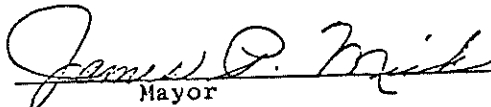
Section 19: Any swimming pool which has been constructed or installed upon any lot shall be enclosed with a fence having a minimum height of six (6) feet.

Section 20: These covenants shall run with the land and be binding upon all parties owning lots herein.

Section 21: Enforcement of these covenants shall be by the City of McLeansboro, or any interested property owner owning property in this subdivision, and the same may be enforced in law or in equity for restraining violations or for damages.

Section 22: In the event that any Section or part of these covenants shall be ruled invalid by a Court of law or equity, all other parts and sections of these covenants shall remain in full force and effect.

CITY OF McLEANSBORO



Mayor

Attest:



City Clerk