

DECLARATION OF RESTRICTIVE COVENANTS

ROBERT L. SUMMER, as Trustee of FIRETHORN REAL ESTATE TRUST, (hereinafter referred to as "Trustee") does hereby set forth, publish, and declare the following conditions, covenants, and restrictions which shall be applicable to the following described real estate, to-wit:

Lots numbered 1 through 37 inclusive of FIRETHORN, SECTION I, a Subdivision of part of the Southeast Quarter (SE-1/4) of Section 22, Township 26 North, Range 3 West of the Third Principal Meridian, of Tazewell County, Illinois, as shown on plat recorded in the Recorder's Office of Tazewell County, Illinois, in Plat Book 70, pages 16817, on July 13, 1979.

Each lot or tract in said subdivision shall be subject to these restrictions, conditions, covenants and reservations, and each contract for sale, conveyance or lease of any lot, or part thereof shall be made expressly subject to these restrictions, except that the same may be altered, amended or revoked in whole or in part by the recorded owners of a majority of the lots.

1. LAND USE: All lots shall be used for residential purposes. No building shall be erected, altered, placed, or remain on any lot other than one detached single family dwelling not to exceed two (2) stories in height, except Lots 8, 17, 18, 19, 20 and 33 may be used as zoned.

2. QUALITY AND SIZE: The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 1400 square feet for one-story dwelling. Any design other than a ranch or two-story shall be permitted only upon written approval of the Architectural Control Committee. Each dwelling shall have either an attached or detached garage with not less than two (2) nor more than three (3) stalls.

3. ARCHITECTURAL CONTROL: No building shall be erected, placed, or altered on any lot until the construction plans, specifications, landscaping plans, exterior materials and site plans showing location of said building on the lot have been submitted to and approved by the Architectural Control Committee established as hereinafter provided. The plans for any proposed structure must show thereon a proposed first floor elevation of said structure.

4. SUBDIVISION OF LOTS: No lot shall be subdivided without the express written approval of the Architectural Control Committee.

5. ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP: The Architectural Control Committee shall be composed of three (3) persons. A majority of the Committee may designate a representative to act for it. Until fee simple ownership of ninety (90) percent of the lots to which these restrictions apply is no longer vested in Trustee, or successor Trustee, FIRETHORN DEVELOPEMENT CO., a partnership, with offices in Washington, Illinois, shall have the exclusive right to designate the membership of the Architectural Control Committee. At such times as fee simple title to ninety (90) percent of the lots to which these restrictions are applicable is no longer vested in Trustee, or successor Trustee, then the holders of fee simple title to a majority of the lots may, by written instrument duly recorded, elect or remove members of the Architectural Control Committee.

6. PROCEDURE: The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing. In the event that the Committee or its designated representative fails to approve or disapprove within thirty (30) days after plans and specifications have been delivered to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
7. ARCHITECTURAL CONTROL COMMITTEE GUIDELINES: Size, style, exterior color scheme, site plan and elevation, and other aspects of the homes to be constructed upon any lot shall be governed by guidelines prepared by the Architectural Control Committee. The Architectural Control Committee may, from time to time, modify said guidelines and shall be permitted to deviate from said guidelines as conditions warrant. The aforementioned guidelines as modified from time to time shall be applicable to each Lot as fully as if set forth in writing in this Declaration of Restrictive Covenants.
8. BUILDING LOCATION AND ELEVATION: No building shall be located on any lot nearer than the setback line shown on the plat. The minimum side lot distance to interior lot line is twelve (12) feet, except any part of the building not used for living space may be located not less than eight (8) feet to interior lot line, provided the total of two side Lots shall not be less than twenty (20) feet. No building shall be located on any lot without the prior approval of the Architectural Control Committee as to location and elevation.
9. EASEMENTS: Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat.
10. NUISANCES: No noxious or offensive activity shall be conducted upon any lot nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.
11. FENCES: No fence or wall shall be constructed on any lot or lots without first obtaining the written consent of the Architectural Control Committee.
12. APPEARANCE OF PROPERTY: No tents, shacks, trailers, mobile homes, temporary buildings, basement or garage houses may be moved to or built on any of said Lots nor occupied as living quarters and no trash, refuse, garbage, or building materials shall be dumped, stored, or abandoned within the Subdivision. Garbage or trash cans must be completely recessed in the ground or hidden from view by appropriate screening. No wrecked or unused automobiles, trucks, boats, trailers, ashes, or lumber, or any junk or any unsightly property shall be permitted in said Subdivision. L-P or other fuel tanks must be screened from view and located at rear of dwelling. No tanks or other receptacle for storage of liquid or gas fuel shall be permitted to be erected or maintained above the ground except L-P or propane tanks used for heating purposes. All others shall be buried underground and conform to the laws relating thereto. No more than one car per lot may be parked on the driveway or on the street of said Subdivision, except on occasional basis. No competition type vehicles, recreational vehicles, trailers, trucks of 3/4 ton or large, or similar vehicles shall be parked in said Subdivision, except inside a suitable building. No residence shall be occupied until such time as the

exterior is complete and an approval for occupancy has been obtained from the City of Washington.

13. SIGNS: No advertising or display signs shall be permitted on any lot in said subdivision except temporary "for sale" or "sold" signs advertising the lot in question, and those of FIRETHORN DEVELOPMENT CO., its subsidiaries, or assigns. Such signs shall not exceed four (4) square feet in size without written approval of the Architectural Control Committee. "Sold" signs shall not be permitted to exist on the property in excess of thirty (30) days from the date of the sale of the property.
14. OIL AND MINING OPERATIONS: No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot. No derricks or other structure designed for use in boring for oil shall be erected, maintained or permitted on any lot.
15. LIVESTOCK AND POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or in any dwelling, except not more than two (2) dogs or two (2) cats over the age of four (4) months. Other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes.
16. REMOVAL OF DIRT: No dirt from any excavation shall be permitted to be removed from said subdivision, but shall be used to fill low places as directed by the Architectural Control Committee.
17. QUALITY OF MATERIALS: No used or second-hand materials shall be used for the construction of any building erected or placed on any lot without the express written consent of the Architectural Control Committee.
18. YARD LIGHT: An outside yard light with automatic switch and post shall be installed and connected up by each lot owner prior to occupancy of any dwelling erected thereon, said light and post to be located 10 feet back of the front lot line at the driveway in accordance with specifications of the Architectural Control Committee. Name sign on same post is optional.
19. GARBAGE AND REFUSE DISPOSAL: Garbage or trash cans must be completely recessed in the ground or hidden from view by appropriate screening. Garbage cans shall be removed from the curb on the day(s) so designated as collection days. Garbage containers shall be of a type that prevents the materials or odors to become airborne or in any way offensive to owners of other lots.
20. ANTENNAS: One television or radio antenna shall be permitted on each lot provided that said antenna is attached to the residence either upon the roof or chimney and further provided, that said antenna does not extend more than ten (10) feet above the highest point on the residence. In no event shall any free standing television or radio reception or communication device be permitted on any lot. There shall be no permanent clothes lines or posts or other permanent appliance for hanging clothes in front or side yard.

21. SOLAR HEATING EQUIPMENT: Solar heating panels, collectors or other devices shall be permitted upon written approval of the Architectural Control Committee.

22. DRIVEWAYS AND SIDEWALKS: All driveways in Subdivision shall be of blacktop or concrete construction. All sidewalks shall be built according to city specifications and regulations and shall be installed at lot owners' expense.

23. QUALITY OF CONSTRUCTION: Workmanship on the exterior of any building or any improvement on any lot shall be of a quality comparable to the workmanship of craftsmen skilled in the installation of the particular item or material used on the exterior.


24. ENFORCEMENT: Any person owning any lot in said Subdivision may enforce these covenants, conditions and restrictions by proceeding at law or in equity against any person or persons violating or attempting to violate the same either to restrain or to recover damages.

25. CONSTRUCTION AS SEVERABLE: Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

26. TERM: These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. After the initial twenty-five (25) year period said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

27. EXCULPATORY CLAUSE: This instrument is executed by Robert L. Summer, not personally, but solely as Trustee as aforesaid. All the covenants and conditions to be performed hereunder by said Robert L. Summer are undertaken by him solely as Trustee as aforesaid, and not individually, and no personal liability shall be asserted or be enforced against Robert L. Summer by reason of any of the covenants, statements, representations, or warranties contained in this instrument.

IN WITNESS WHEREOF, the undersigned, ROBERT L. SUMMER, not personally or individually, but solely as Trustee, has hereunto set his hand and seal at Washington, Illinois, this 1ST day of JUNE, 1979.


Robert L. Summer, as Trustee, as
aforesaid and not personally