



LIBERTY HILLS
PERPETUAL RESTRICTIVE COVENANTS

We, the undersigned, Scott and Tracy Wellen, hereinafter referred to as "developer", being the owners of the land shown on the plat recorded in Plat Cabinet 62, Page 197 of the Recorder's Office of Madison County, Illinois, being a part of the S.W. 1/4 of Section 30, and part of the N.E. 1/4 of Section 31, All in T. 4N., R. 5W. Of the 3rd P.M., City of Highland, Madison County, Illinois, have called the same to be surveyed and subdivided in the manner shown thereon. Each lot shown on said plat is subject to the following permanent restrictions and covenants which run with the land, which covenants and restrictions shall be enforceable by the developer or by any owner or owners of a lot or lots shown on said Plat:

1. No residence shall be erected or allowed to remain on any lot unless the square foot area of the main residence shall equal or exceed one thousand eight hundred (1800) square feet. If the residence is a split level building, the first floor shall equal or exceed one thousand four hundred (1400) square feet. If the residence is a one and one-half or two story building, the first floor shall equal or exceed one thousand four hundred (1400) square feet. All of the above square feet restrictions shall be exclusive of screened porches, garages, basements, and storage rooms. Each residence must have at least a two-car attached garage.

2. No mobile homes, basement homes and / or "Earthed Homes" shall be permitted.

3. No modular homes shall be permitted. A modular home is defined as a factory-fabricated transportable building unit designed to be incorporated at a building site on a permanent foundation into structure to be used for residential, commercial, education, or industrial purposes.

4. Construction must begin within one year of the date of purchase of lot.

5. The exterior of any home must be completed within one (1) year from the commencing of its construction.

6. No unattached buildings are permitted on any lot excepting one enclosed utility shed the exterior of which shall match the exterior of the residence. All such unattached sheds must be located to the rear of the residence and shall not be located between the residence and the nearest roadway, and not exceed Six Hundred (600) square feet. Under no circumstances may a utility shed be constructed before the residence.

7. The exterior of each home must have a mostly brick front.

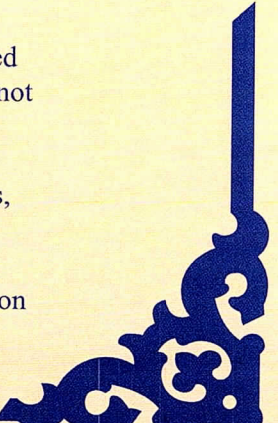
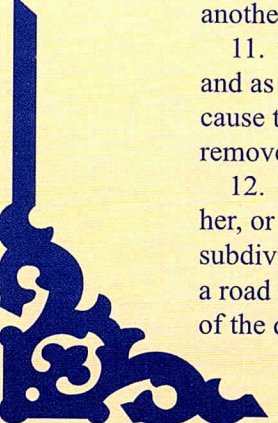
8. No more than four (4) household pets, being dogs or cats, shall be permitted per lot. NO pets shall be allowed to run free, no hogs, pigs, swine, horses, cattle, or animals of similar species shall be kept or maintained on any lot. NO kennels of any type may be built or operated.

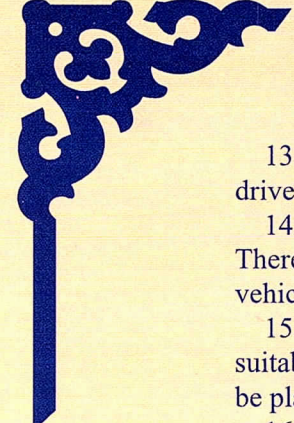
9. Each lot owner shall submit each and every building plan and material specifications for any and all buildings, structures, or fence on each lot or lots to the developer for approval prior to commencing construction. The construction may not commence until such approval shall have been given. Building plans shall be submitted for each building, structure, or fence on each lot. The Developer shall establish the guidelines and procedures for the submission, review, and acceptance or rejection of building plans, location of building on lot, and material specifications.

10. Wellen Homes, Inc. will be the sole builder of all homes unless written approval of another builder is given by the Developer.

11. The owner of each lot over which an easement for water drainage has been established and as is shown on plat shall be responsible for maintaining the drainage easement and shall not cause the water flowage to become obstructed in any manner and shall further be bound to remove any obstruction which obstructs the free flow of water in said easement.

12. No owner in fee simple or of a beneficial interest in trust of a lot or lots, and his, her, or heirs, executors, administrators, assigns, tenants, or subtenants, or any of them, may subdivide any lot or lots, or convey, grant easements for utility purposes. No lot may have a road or driveway built on or over it to access any other lot or property, without the permission of the developer.





13. Each home must have a full concrete driveway. The owner or owners of each private drive or roadway shall keep such drive or roadway paved, or otherwise maintained.

14. Each lot or owner shall provide off street parking for each car kept in the subdivision. There will be no parking allowed on street or public right of way in subdivision for residence vehicles.

15. All buildings erected on any lot shall be constructed of new material of good quality suitably adapted for use in the construction of residences, and no old building or buildings shall be placed on or moved to said premises.

16. No commercial buildings or businesses shall be allowed on any lot; provided, one home office shall be permitted on each lot, but such office shall not be open to the general public, shall not have employees, and shall not be advertised on any signs.

17. Each owner shall, at his sole cost and expense, maintain and repair his residence, and other improvements, keeping the same in a condition comparable to the initial construction, excepting only normal wear and tear. Each owner shall at his sole cost and expense take all action necessary to prevent the residence and improvements from becoming dilapidated, unsightly, or ill-maintained due to ordinary wear and tear.

18. 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 six months after the damage occurs, and shall be completed within twelve months after the damage occurs, unless prevented by causes beyond the control of the owner or owners.

19. Single family residences only: only single family, private residences. No more than one single family residence shall be located on any one lot.

20. Each tract owner shall be obligated to keep his or her respective lot in a clean and neat appearance, and keep it free of brush, trash, rubbish, toys, etc. so that it does not become a nuisance to the neighborhood.

21. The storage of household effects, tools, machinery, empty or filled containers, boxes or bags, trash or other items that shall in appearance detract from the aesthetic values of the property shall be placed and stored concealed from view. Trash for collection may be placed at the streets right of way line on regular collection days for a period not to exceed twelve hours prior to pick up. Garbage for disposal shall be kept in in sanitary containers. Empty containers must be removed as soon as possible after pick up service.

22. Each recreational vehicle, motor home, boat, tractor, trailer, and camper, etc., owner by a lot owner or owned by anyone residing on a lot owner's lot must be garaged.

23. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions, which shall remain in full force and effect.

