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CHUCK R. VENVERTLOH
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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HUNTINGTON HILLS SUBDIVISION

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR HUNTINGTON HILLS SUBDIVISION (the "Declaration") is made this 7th day of November, 2016, by J&N Construction General Contractors, an Illinois corporation, hereinafter referred to as "Declarant". WITNESSETH:

WHEREAS, Declarant is the owner of all of the lands contained in the area known as Huntington Hills (herein, "Huntington Hills" or the "Subdivision"), as shown and described on the Plat thereof recorded on October 20, 2016 as Document Number 2016R-08571, in the Office of the Recorder of Deeds in and for the County of Adams and State of Illinois (the "Plat"); and

WHEREAS, Huntington Hills consists of the following described real estate:

Lots One (1) through Ten (10) inclusive of Huntington Hills Subdivision, being a Subdivision of a part of the North Half of the Northeast Quarter of Section Nineteen (19). In Township Two (2) South of the Base Line and in Range Eight (8) West of the Fourth Principal Meridian, Adams County, Illinois, being more particularly bounded and described as follows:

Beginning at the southeast corner of the Northwest Quarter of said Section 16; thence North 01 degree 05 minutes 54 seconds East on the east line of said Northwest Quarter 774.22 feet to the southeast corner of an 11 acre and 28 square rod tract described in a deed recorded in Book 517 at Page 1394 in the Adams County Recorder's Office; thence North 89 degrees 34 minutes 24 seconds West on the south line of said tract 864.37 feet to a point on the east line of a tract of land described in a deed recorded in Book 344 at Page 468; thence North 01 degree 13 minutes 42 seconds East on said east line 555.28 feet to the northeast corner of said tract, said corner being a point on the north line of the Southeast Quarter of said Northwest Quarter; thence South 89 degrees 34 minutes 28 seconds East on said north line 863.11 feet to the southwest corner of the Northwest Quarter of the Northeast Quarter of said Section 16; thence North 01 degree 05 minutes 54 seconds East on the west line of said Northeast Quarter 521.48 feet; thence South 89 degrees 29 minutes 18 seconds East parallel with the north line of said Northeast Quarter 200.27 feet; thence North 01 degree 05 minutes 54 seconds East parallel with the west line of said Northeast Quarter 870.12 feet to a point on the north line of the south 2 acres of the Southwest Quarter of the Southeast Quarter of said Section 9; thence South 89 degrees 29 minutes 18 seconds East on said north line 200.88 feet to a point on the southerly right of way

line of St. Anthony Road as described in a Lis Pendens Notice recorded as No. 17888 on April 21, 1975; thence South 01 degree 10 minutes 53 seconds West on said southerly right of way line 19.13 feet; thence South 55 degrees 49 minutes 54 seconds East on said southerly right of way line 120.59 feet; thence South 89 degrees 29 minutes 18 seconds East on said southerly right of way line 594.35 feet to a point on the westerly right of way line of F.A.P. Route 407 (I-172) as described in said Lis Pendens Notice; thence South 40 degrees 37 minutes 18 seconds East on said westerly right of way line 341.07 feet; thence South 89 degrees 05 minutes 09 seconds East on said westerly right of way line 315.04 feet; thence South 05 degrees 18 minutes 46 seconds West on said westerly right of way line 651.92 feet; thence South 01 degree 57 minutes 09 seconds East on said westerly right of way line 398.58 feet; thence South 03 degrees 53 minutes 40 seconds East on said westerly right of way line 665.53 feet; thence South 01 degree 32 minutes 40 seconds West on said westerly right of way line 663.39 feet to a point on the north line of the Southeast Quarter of said Section 16; thence North 89 degrees 31 minutes 48 seconds West on said north line 351.64 feet to the northeast corner of the Northwest Quarter of the Southeast Quarter of said Section 16; thence South 01 degree 24 minutes 38 seconds West on the east line of the Northwest Quarter of said Southeast Quarter 126.02 feet to the northeast corner of a 9.81 acre tract described in a deed recorded in Book 708 at Page 6389; thence South 89 degrees 24 minutes 00 seconds West on the north line of said 9.81 acre tract 1315.43 feet to the northwest corner of said tract, said corner also being a point on the west line of said Southeast Quarter; thence North 02 degrees 05 minutes 16 seconds East on said west line 150.62 feet to the point of beginning, containing 108.39 acres, more or less, inclusive of right of way along the north side thereof and being subject to easements of record; and

WHEREAS, it is the desire and the intention of Declarant to develop and sell the real estate within the Subdivision and to impose on it mutual and beneficial restrictions, covenants, conditions, easements, liens and charges (the "Restrictions") under a general plan or scheme of improvement for the benefit of the Subdivision and the future owners of the Lots.

NOW, THEREFORE, Declarant hereby declares that all of the Lots in the Subdivision, therefrom excluding Lot 10, are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following Restrictions, which are declared and agreed to be in furtherance of a plan for the Subdivision and established by Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and each Lot being a part thereof. All of the Restrictions shall run with the land and shall be binding upon Declarant and upon all parties having or acquiring any right, title or interest in the Real Estate or any Lot being a part thereof (such persons being sometimes herein referred to as "Owners").

Part A. Preamble

The purpose of these Restrictions is to contribute to the establishment of the character of a neighborhood and to the maintenance of value levels through the regulation of type, size and placement of buildings, Lot sizes, reservation of easements, and prohibitions of nuisances and other land uses that might adversely affect desirability of a residential area.

The following are the names and addresses of all parties involved:

J&N Construction General Contractors, Inc.

Part B. Area of Application

The residential subdivision is known as Huntington Hills and these Restrictions shall apply to all Lots, excluding Lot 10, in the Subdivision.

Part C. Residential Area Covenants

C-1. Land Use and Building Type. No Lot in the Subdivision shall be used except for residential purposes. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single family dwelling not to exceed two and one-half stories in height (the "Dwelling") and an attached private garage for a minimum of two (2) cars. All garages shall be structurally attached to the Dwelling. No outbuildings shall be located on any Lot unless the same is approved by the Architectural Control Committee prior to the construction or location thereof. "Family" for purposes herein shall mean an individual or two (2) or more persons related by blood, marriage or adoption, living together as a single housekeeping unit, or a group of two (2) or more persons all of whom are related by blood, marriage or adoption except that the group may include one (1) person not so related living together as a single housekeeping unit.

C-2. Provisions for Architectural Control. No Dwelling shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the Dwelling have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony and external design with existing Dwellings; and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Control Committee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these Restrictions appropriate to the overall development of the Subdivision. The Architectural Control Committee is also authorized to provide interpretation of these Restrictions for the benefit of the Subdivision. The designation of the Architectural Control Committee, its procedures and duties shall be as provided in Part E.

C-3. Dwelling Quality and Size.

(a) No Dwelling located on any Lot shall exceed two and one-half stories in height. Each Dwelling, whether a one story or two story Dwelling, shall contain floor space, excluding open porches, breezeways, garages and basements, if any, of at least (i) Two Thousand Four

Hundred square feet, and (ii) Each Dwelling must have structurally attached to it a private garage for a minimum of two (2) cars.

(b) No pre-fabricated structures, pre-cut homes, manufactured or modular Dwellings, mobile homes or like structures shall be constructed or permitted on any Lot.

(c) The Dwelling constructed on any Lot shall be completed within one (1) year from the date construction begins, unless prevented by weather or act of God. Construction shall be considered to have begun on the date ground is broken for the construction of any portion thereof. No improvement which has partially or totally been destroyed by fire or otherwise shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

C-4. Dwelling Location.

(a) No Dwelling shall be located on any Lot nearer to the front Lot line or nearer to the side street line than the minimum set back lines permitted for property zoned RUI.

(b) No Dwelling shall be located on any Lot nearer the front Lot line or nearer to the side street line than the minimum set back lines shown on the Plat.

(c) For the purposes of these Restrictions, eaves, steps and open porches shall not be considered as part of a Dwelling, provided, however, that this shall not be construed to permit any portion of a Dwelling on a Lot to encroach upon another Lot.

C-5. Materials.

(a) The finished exterior side walls of every Dwelling built shall be of standard construction materials to be approved in advance by the Architectural Control Committee. In addition to the foregoing, one hundred percent (100%) of all front exterior walls, excluding doors and windows, of all Dwellings, shall be either brick, dryvit, stone, or hardi board.

(b) Each Dwelling shall have a poured concrete or Asphalt driveway. Any sidewalks shall be of poured concrete or asphalt. Gravel driveways or gravel sidewalks are prohibited.

(c) All Dwellings shall be constructed with a substantial quantity of new materials and no used structures shall be relocated or placed on Any Lot.

C-6. Maintenance of Lots and Improvements. The Owner of each Lot in the Subdivision shall at all times maintain said Lot and any improvements situated thereon in such a manner so as to prevent said Lot or improvements from becoming unsightly; and, specifically, such owner shall:

(a) Mow said Lot at such time as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds thereon;

- (b) Removal all debris or rubbish from said Lot;
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said Lot.;
- (d) Perform immediate removal of dead or diseased trees from said Lot;
- (e) Keep the exterior of all improvements constructed on said Lot in such a state of repair or maintenance as to avoid becoming unsightly;
- (f) Keep and maintain driveways, entryways and parking areas for a Lot dust free from and after no later than one (1) year following the initial occupancy of a Dwelling shall be paved with asphalt or concrete.

C-7. Dirt. No dirt shall be removed from the Subdivision without the approval of the Architectural Control Committee. If any Lot Owner has dirt to be removed from a Lot, such dirt shall be relocated at the Lot owner's expense to another location within the Subdivision that is approved or designated by the Architectural Control Committee.

C-8. Association's Right to Perform Maintenance. In the event that the owner of any Lot in the Subdivision shall fail to maintain said Lot or any improvements situated thereon in accordance with the provisions of these Restrictions and any subsequently created Bylaws or Rules & Regulations of Huntington Hills Association (as hereinafter described), and which may be relevant to these Restrictions, said Association shall have the right, by and through its agents or employees or contractors, to enter upon said Lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such Lot and the improvements situated thereon to conform to the requirements of these Restrictions. The cost, therefore, to the Association shall be added to and become a part of the annual Charge or a separate charge to which said Lot is subject, and may be collected in any manner in which a Charge may be collected. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed pursuant to this provision.

Part D. General Prohibitions.

D-1. Nuisances Generally. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done there which may be or become an unreasonable annoyance or nuisance to any owner of another Lot in the Subdivision.

D-2. Temporary Structures. No structures or Dwellings of a temporary character, partially completed Dwelling, trailer, mobile home, basement, tent, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence, either temporarily or permanently.

D-3. Signs. No sign of any kind shall be displayed to the public view on any Lot except: (i) one (1) professional sign of not more than one (1) square foot advertising the Lot for sale or rent; (ii) one (1) sign of not more than five (5) square feet used by Declarant to advertise the Lots for sale or rent during the construction and sales period; and (iii) a permanent decorative sign of

not more than thirty-two (32) square feet constructed by Declarant near the entrance to the Subdivision to identify the same on Lot 1.

D-4. Pets, Livestock and Poultry. No livestock, poultry, swine or other animals, wild or tame, of any kind shall be raised, bred or kept in any Dwelling or on any Lot, except that the Owner or occupant of each Dwelling may have common domestic household pets provided that they are not kept, bred or maintained for any commercial purpose and are not wild, dangerous or considered ferae naturae by law. Without limiting the scope of wild and dangerous animals, such restriction shall include snakes, bears and foxes.

D-5 Fences and Walls. In order to preserve the natural quality and aesthetic appearance of the existing geographical areas within the Subdivision, all property lines shall be kept free and open to one another and no fences or walls shall be permitted on any Lot or Lot lines except where, in the opinion of the Architectural Control Committee, as hereinafter described, a fence, wall or other enclosure, as a structure or aesthetic feature of a design concept, will contribute to and be in keeping with the character of the area. In such case, the Architectural Control Committee shall determine the size, location, height and composition of the fence or other enclosure.

D-6 Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on or in any Lot, nor shall oil wells, tanks, tunnels, excavation or shafts be permitted upon or in a Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

D-7. Business or Trade Use. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of any Lot; provided, however, that this provision shall not be construed to prevent or prohibit a Lot owner from maintaining a home occupation (as defined in the City of Quincy, Illinois, Municipal Code) on the Real Estate or from maintaining a personal professional library, keeping his/her personal business or professional records or accounts, handling his/her personal business or professional telephone calls, or conferring, on a limited basis, on the Real Estate with business or professional associates, clients or customers.

D-8. Garbage and Refuse Disposal. No Owner of any, Lot shall burn or permit the burning out of doors of garbage, trash, or other like household refuse. No Lot shall be used or maintained as a dumping ground for rubbish, garbage or litter. Trash, garbage, litter, ashes or other waste or refuse shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition.

D-9 Concealment of Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any Dwelling in the Subdivision shall be either buried below the surface of the ground in accordance with applicable law or screened to the satisfaction of the Architectural Control Committee by fencing, shrubbery or other means. Any outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street except during collection of garbage containers.

D-10. Water Supply. No individual water supply system shall be permitted on any Lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such systems as installed shall be obtained from such authority prior to any installation of said system.

D-11. Sewage Disposal. No individual sewage system shall be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the local public health authority. Approval of such system as installed shall be obtained from such authority prior to any installation of said system.

D-12. Utility Lines. All utility lines and apparatus provided to or in the Subdivision, including but not necessarily limited to, water, sewer and gas pipes, telephone, cable television, community antenna services and power lines and conduits shall be buried below ground, except utility pedestals and transformers required to be above ground.

D-13. Towers and Antennas. No exposed or exterior radio or television transmitting or receiving antenna or mast, tower or support for same, satellite disc or dish or similar television, radio or other reception apparatus or wires shall be erected, installed, placed or maintained on any Lot; provided, however, that notwithstanding the foregoing, a satellite dish for internet or television purposes only and not exceeding twenty (20) inches in diameter may be erected, installed, placed or maintained on any Lot or Dwelling as long as the same is installed, erected, placed or maintained at all times so as not to be visible from any street within the Subdivision at any time.

D-14. Ditches and Swales Shall not be Obstructed. It shall be the duty of every Owner of every Lot in the Subdivision to which any part of an open storm drainage ditch, stream or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably required to accomplish the purposes of this subparagraph.

Part E. Architectural Control.

E-1. Powers.

(a) General. No building, building structures or improvement of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these covenants, and as to location with respect to topography and finish grade elevation. It is intended that the Architectural Control Committee when considering approval of plans and specifications may consider reasonable factors beyond those set forth in these covenants appropriate to the overall development of the subdivision. The location of the building, building structure, or improvement of any type or kind, as to the placement on the lot, shall be subject to the final approval of the Architectural Control Committee and such placement or placements shall be in accordance with the sole determination of the Architectural Control Committee after consulting with the Owner and giving due consideration to all factors involved.

(b) Power to Grant Variances. The Architectural Control Committee may allow reasonable variances or adjustments of these Restrictions where literal application thereof would result in unnecessary hardship; provided, however, that any such variance or adjustment is

granted in conformity with the general intent and purpose of these Restrictions and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other Lots in the Subdivision.

E-2. Composition of Committee. The initial member of the Architectural Control Committee shall be J&N Construction General Contractors, Inc. Once transferred, the Architectural Control-Committee shall be composed of three (3) members which shall be appointed by Declarant and who shall be subject to removal by Declarant at any time. Any vacancies from time to time existing shall be filled by the President of Declarant. The Architectural Control Committee shall act by majority rule of its members.

E-3. Procedures. The approval or disapproval as required in these Restrictions shall be in writing delivered to the Owner within thirty (30) days after all required information relative thereto shall have been submitted to the Architectural Control Committee. In the event the Architectural Control Committee fails to approve or disapprove any plans or specifications within thirty (30) days after such plans and specifications have been submitted to it, the plan shall be deemed denied.

E-4. Transfer to Association. Upon development of all Lots, or at the sole discretion of J&N Construction General Contractors, Inc., the Committee shall be transferred to the Huntington Hills Association. The continuing function of the Architectural Control Committee shall transfer to the board of directors of Huntington Hills Association who shall appoint three (3) Lot owners to the committee.

E-5. Terms. The first terms of Members shall be set for one member to each be one (1) year for first member, two (2) years for the second member, and three (3) years for the third Member. Each Member thereafter the first term as specified above, shall be appointed to a term of three (3) years.

E-6. Liability of Architectural Control Committee, etc. Neither the Architectural Control Committee nor any member thereof, nor Declarant nor the Association, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Part F. Easements.

Declarant creates and reserves unto itself, its successors and assigns, certain easements along, across, over, under and upon the Real Estate that constitutes the Subdivision. The easements so reserved by Declarant are described as follows:

F-1. Utilities and Drainage. Easements for installation and maintenance of utilities and accessories and for drainage are reserved as shown on the Plat filed in the Adams County Recorder's Office. Within these easements, no building, Dwelling, structure, planting or other improvements shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels and easements. The easement area of each Lot shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. "Utilities" for purposes hereof shall include, but not be limited to, water, sewer, gas, electric, cablevision and similar services provided to Lots and the pipelines, conduits, wires,

pedestals, transformers or other items and accessories necessary to conduct or provide such utilities. Each Lot shall further be subject to an easement for the maintenance and permanent stabilization control of slopes.

F-2. Landscaping Easement - Lot 1. An easement granted to Declarant for the upkeep, maintenance and landscaping of sign for community located on Lot One (1) in the Subdivision Landscaping Easement shall be permanent with respect to any portion of Lot One (1).

F-3. Action. No Owner of any Lot in the Subdivision shall have any claim or cause of action against Declarant, its successors, assigns or licensees, either in law or at equity, and arising out of the exercise of any easement reserved hereunder, excepting in the case of willful or wanton negligence.

F-4. Transfer. Declarant may, at any time, convey, transfer, grant, relinquish or assign the easements or rights provided in this paragraph or otherwise under this instrument to the Huntington Hills Association or to any public utility as defined by Illinois statute.

Part G. The Huntington Hills Association.

G-1. General Matters. There has been or may be created, under the laws of the State of Illinois, a not-for-profit association to be known as the "Huntington Hills Association", which is sometimes herein referred to as the "Association". Whether or not the Association is incorporated, every person who acquires and holds title (legal or equitable) to any residential Lot in the Subdivision shall be a Member of the Association (a "Member"). The foregoing provisions requiring the Owners of residential Lots within the Subdivision to be Members of the Association is not intended to apply to those persons who hold an interest in such Real Estate merely as security for the performance of an obligation to pay money, e.g. mortgagees and land contact vendors. However, if such person should realize upon such person's security and become the Owner of a residential Lot within the Subdivision, the person will then be subject to all of the requirements and limitations imposed in these Restrictions on Owners of Lots within the Subdivision and on Members of the Association, including, but not limited to, those provisions with respect to the payment of an annual Charge.

G-2. Association's Purposes. The general purposes of the Association are:

- (a) Maintain the private road to a quality agreed upon by all members.
- (b) Perform snow and ice removal from the private road. Said purpose specifically excludes snow and ice removal from private driveways of Association Members from the curb to the private residence.
- (c) To provide for the operation, maintenance, repair and replacement of street lights, entrance signs, collection line and other amenities within or about the Subdivision for the general benefit of its residents.
- (d) To maintain the easement areas, including landscaping, planting trees flowers and shrubs, weeding and replacing the same, mowing grass and trimming shrubs, trees and hedges in any and all easement areas as may be conveyed to the Association or established by it, from time to time.

G-3. Membership Classes. The Huntington Hills Association shall have memberships of one (1) class. General membership shall be held by all Lot owners within the Subdivision.

G-4. Association's Authority to Levy and Collect Charges and Impose Liens.

(a) The Association shall have all of the powers set forth herein or in its Articles of Incorporation, together with all other powers that belong to it by law, as well as the power to levy an annual Charge or special Charge (herein "Charge" or "Charges") against the Members of the Association. In each membership class, the annual Charges shall be uniform. Special Charges shall relate to all Members of one or more Membership classes or, if necessary, to certain individual Lots. The Charges shall be used only for services, items or matters benefitting the membership class. It is recognized that general services such as street lighting apply to the entire Subdivision and to all Members. Only one adult person having a legal or equitable ownership in each Lot shall be a Member of the Association. The Charges are imposed irrespective of whether a Dwelling has been constructed on the Lot. Notwithstanding any other provisions of these Restrictions or the Bylaws, Declarant, irrespective of the number of Lots it owns, shall be considered as owning only one Lot for purposes of the Charges.

No Charge shall be levied against the Association itself, or any corporation that may be created to acquire title to and provide services to the Subdivision. The initial annual Charge for each Lot shall be Forty Dollars (\$40.00) per month collected Annually, which shall be used for general services, items or matters, such as street lighting and landscaping, maintenance of easement areas, and maintenance of the private road, including snow and ice removal. The annual Charge for all memberships shall be approved by the board of directors of the Association or by the Members, in certain instances, in accordance with the Bylaws of the Association consistent with these Restrictions. The annual Charge applicable to all memberships may exceed the minimum established hereinabove. However, such additional Membership Charges must be approved to the extent and as provided for in the Bylaws.

The rights of Members of the Association as such members shall be set forth in the Bylaws of the Association.

(b) Every such Charge levied or assessed by the Association shall be paid by the Members in accordance with the Bylaws commencing with the year 2018. The board of directors of the Association shall fix the amount of the annual Charge per Member for each calendar year by the first day of December of the preceding year. Written notice of the Charge, as so fixed for such calendar year, shall be sent to each Member, so charged, within twenty-one (21) days after being established. The Association shall provide for the manner and method by which such annual Charge shall be paid by the Members.

(c) If any Charge levied or assessed against any Lot subject to these Restrictions shall not be paid when due, 'it shall then, ipso facto, become a lien upon the Lot or Lots owned by the person owing such Charge or Charges, and shall retain a lien against said Lot or Lots until paid in full, together with interest as is herein provided, and other Charges or costs which might become due as a result of non-payment, as is hereinafter provided. Such Charges as are provided for in these Restrictions shall bear interest at the judgment interest rate established by the State of Illinois until paid in full. If, in the opinion of the board of directors of the Association, such Charges have remained due and payable for an Unreasonably long period of time, they may, on behalf of the Association, institute such proceedings, either in law or in equity either by way of

foreclosure of such lien or otherwise, to collect the amount of said Charge in any court of competent jurisdiction. The Owner of the Lot or Lots, subject to the Charge, shall, in addition to the amount of the Charge at the time such action is instituted, be obligated to pay any expenses or costs, including attorney fees, incurred by the Association in collecting the same. Every person who shall become the Owner of any Lot subject to these Restrictions, whether such ownership be legal or equitable, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified and by acquisition of such interest, agrees that any such liens or Charges which may be extant upon said Lot or Lots at the time of the acquisition of such interest are valid liens and shall be paid. Every Person who shall become an Owner of a Lot in the Subdivision is hereby notified that by the act of acquiring such title, such person will be conclusively held to have-covenanted to pay the Association all Charges that the Association shall make pursuant to these Restrictions.

(d) The Association shall, upon demand at any time, furnish a certificate in writing signed by an officer of the Association certifying that the assessments on a specified Lot have been paid or that certain assessments against said Lot remain unpaid, as the case may be. A reasonable Charge may be made by the board of directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Part H. Remedies.

H-1. Right to Proceed. The Association or any party to whose benefit these Restrictions inure, including Declarant, its successors and assigns, and Lot Owners, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Restrictions in addition to and cumulatively with any other remedy provided for herein, as well as the right to recover damages for the breach of these Restrictions. However, neither Declarant nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

H-2. Failure to Proceed. No delay or failure on the part of an aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, reoccurrence or continuation of such violation or violations of these Restrictions.

Part I. Effect of Owner's Acceptance of Deed.

I-1. Subject to Restrictions. The Owner of any Lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of any such Lot, shall accept such deed and execute such contract subject to each Restriction and agreement herein contained. Further, by acceptance of such deed or the execution of such contract, such person or persons acknowledges the rights and powers of Declarant and of the Association with respect to these Restrictions and also, for themselves, their heirs, personal representatives, successors and assigns, they do covenant and agree and consent to and with Declarant, the Association and to and with the grantees and subsequent Owners of each of the Lots affected by these Restrictions, to keep, observe and comply with and perform such Restrictions and agreements.

Part J. Term and Amendment.

J-1. Run with Land. These covenants shall run with the Real Estate and shall be binding on all parties and all persons claiming under them.

J-2. Amendments. The Restrictions established hereby may be amended by a duly recorded instrument properly signed and acknowledged by the then Owners of one hundred percent (100%) or more of all Lots in the Subdivision.

J-3. Vote. In determining the "then Owners of the Lots," each individual Lot shall have a single vote or right. If there are multiple Owners of a Lot, a majority in interest shall exercise the right of the Lot. If there are two (2) Owners having an equal interest, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed conveying such Lot to said Owners shall exercise the right. The consolidation or re-dividing of Lots, even if consistent with these Restrictions, shall not affect the Lots entitled to vote.

Part K. General Provisions.

K-1. Severability. Every one of these Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every condition of the Restrictions. Accordingly, the invalidation of any one of these Restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.


K-2. Captions; References. The captions preceding the various sections and subsections of these Restrictions are for convenience of reference only, and none of them shall be used as an aid in the construction or interpretation of any provisions of these Restrictions. Whenever and wherever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter, as the context may require.

K-3. Jurisdiction. The validity, interpretation, and performance of this document shall be governed by laws of Illinois. Any and all actions, if permitted to be filed by an Illinois Court, shall be filed in Adams County, Illinois. All parties to this Agreement therefore knowingly submit to jurisdiction of Court in Adams County, Illinois and waive the right to trial by jury in any other jurisdiction.

[REMAINING PORTION INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has duly executed these Restrictions the day and year first above written.

J & N Construction Company

By: 
Its: President

PINs: A Part of 20-0-0712-000-00, and
20-0-0716-001-00