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**2012R-08767**

**GEORGIA VOLM  
ADAMS COUNTY CLERK/RECORDER  
ADAMS COUNTY, ILLINOIS  
RECORDED ON  
08/13/2012 3:23 PM  
REC FEE: 28.00  
GIS RECORDER FEE: 1.00  
GIS COUNTY FEE: 19.00  
RHSP HOUSING FEE: 10.00**

PIN 20-0-1767-002-00

**DECLARATION OF COVENANTS, RESTRICTIONS AND  
EASEMENTS FOR THE SUNDOWN HILL SUBDIVISION**

This Declaration of Covenants, Restrictions and Easements for the Sundown Hill Subdivision is made as of the 1<sup>st</sup> day of August, 2012, by N. Kohl Grocer Company, an Illinois corporation (hereinafter called the "Declarant").

WHEREAS, the Declarant is the owner of the 30 acre tract known, or to be known, as the "Sundown Hill Subdivision" (hereinafter called the "Subdivision"), which is specifically described on the legal description attached hereto and incorporated herein as Exhibit A, and is further shown and described on the Plat of Subdivision (hereinafter called the "Plat") attached hereto and incorporated herein as Exhibit B, prepared by Stephen P. Mock, Illinois professional land surveyor #2784, and filed on July 19, 2012, as Document No. 2012R-07649, with the County Clerk/Recorder of Adams County, Illinois; and

WHEREAS, Sundown Hill Subdivision consists of four platted and numbered Lots 1, 2, 3, and 4 (hereinafter called a "Lot" or collectively the "Lots"), together with certain reservations, easements, and common areas; and

WHEREAS, Declarant desires to impose certain mutual and beneficial covenants, restrictions, easements and charges, hereinafter referred to as the "Covenants," upon the Subdivision for the benefit and the complement of all of the Lots in the Subdivision and the future owners thereof.

NOW, THEREFORE, the Declarant hereby declares that the real estate located within the Subdivision shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following Covenants, all of which are declared and agreed to be in furtherance of a common plan for improvement of the Subdivision established by the Declarant for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each individual Lot situated therein, and all of these Covenants shall run with the land and shall be binding on the Declarant and upon all parties having or acquiring any right, title or interest in and to any Lot, or any part thereof, in the Subdivision (such persons being hereinafter referred to as an "Owner" or collectively as the "Owners").

## **ARTICLE I. RESIDENTIAL CHARACTER OF THE SUBDIVISION.**

A. Except as provided in ¶¶B and C below, every numbered Lot in the Subdivision is a residential lot and shall be used exclusively for single-family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said lots other than one single-family dwelling with, if applicable, a minimum two car attached private garage, one minimum two car detached private garage and one outbuilding accessory to the single-family residence. For purposes of this Declaration, "family" means 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 person not so related, living together as a single housekeeping unit.

B. Notwithstanding any other provision herein, Declarant reserves the right to continue to use or lease any Lot for farming or other agricultural purposes until such time as the applicable Lot is transferred to a third party or a single-family residence is constructed on such Lot.

C. Notwithstanding any other provision herein, Declarant reserves the right to construct and maintain a commercial building on Lot One to use as a meeting center for Declarant's other business activities. Such commercial building and use shall comply with the requirements of ¶¶ A through C and ¶¶ E through K of Article II, and ¶ A and ¶¶ C through N of Article III.

D. No Lot may be further subdivided, except for a subdivision related to a boundary adjustment involving less than 1.0 acres between two or more of the Lots and approved by the Architectural Control Committee.

## **ARTICLE II. COVENANTS CONCERNING SIZE, PLACEMENT, CONSTRUCTION AND MAINTENANCE OF DWELLING HOUSES AND OTHER IMPROVEMENTS.**

A. No building or other improvement shall be constructed, erected, installed, placed, or altered on any Lot until the construction plans, specifications, and a map showing the location of the improvement have been approved by the Architectural Control Committee (hereinafter called the "Committee") as to the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finished grade elevation.

B. No part of any building shall be located on any lot nearer than 30 feet of any lot line or 30 feet of the edge of any access road (but not including a private driveway located entirely on and serving one particular Lot). For the purpose of this covenant, steps, porches and decks shall be considered a part of the building. Retaining walls may be constructed within the 30 foot setback area with the approval of Committee.

C. All property lines shall be kept free and open to one another and no fence or wall shall be erected, placed, or altered on any lot without first being approved by the Committee.

D. The ground floor area of the single-family residence, exclusive of one-story open porches and a minimum two car attached garage, on any Lot shall not be less than 2,500 square feet for a one-story dwelling, nor less than 1,800 square feet for a dwelling of more than one story. The maximum square footage of any detached garage or allowed outbuilding shall be approved by the Committee

E. The front exterior wall of all residences shall be constructed of either wood, brick, stone, fiber cement siding, or dryvit, and all parts thereof constructed of wood have at least two coats of paint or other preservative.

F. Any individual water-supply system presently installed on a Lot as of the date of these Covenants shall not be used to provide potable drinking water unless located, maintained and equipped in accordance with the requirements, standards and recommendations of the Adams County Public Health Department. All new water supply service provided to any Lot after the date of these Covenants must be obtained through the Mill Creek Water District.

G. Any individual sewage-disposal system installed on a Lot shall be designed and constructed in accordance with the requirements, standards and recommendations of the Adams County Public Health Department, and such system as installed shall be approved by such authority.

H. All utilities shall be underground. Utilities to be located under any street within the Subdivision shall be constructed prior to any bituminous or concrete surface course construction, and shall be bored or tunneled and sand backfilled to insure no street settlement.

I. All outside lights must be approved by the Committee prior to installation. If street lights are installed along any common access road, each Lot shall be responsible for and each Owner agrees to pay an equal share of the cost of operating and maintaining such street lights for the Subdivision upon request of the Committee.

J. The Owner or Owners of each Lot shall maintain each said Lot and all improvements constructed on such Lot in such a manner as to prevent the Lot and/or improvements from becoming unsightly. Specifically, each Owner shall:

(1) Mow the Lot at such times as may be reasonably required to prevent the unsightly growth of vegetation and weeds;

(2) Remove all debris or rubbish from the Lot;

(3) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of said Lot;

(4) Cut down or remove dead trees; and

(5) Keep the exterior of all improvements constructed on such Lot in such a state of repair or maintenance as to avoid their becoming unsightly.

In the event the Owners of any Lot should fail to maintain said Lot or any improvements situated thereon in accordance with the provisions of these Covenants, the Committee shall have the right, by and through its agents, employees or contractors to enter on the Lot and mow, repair, clean or perform such other acts as may be reasonably necessary to make such Lot and the improvements (if any) conform to the requirements of these Covenants. The cost to the Committee for performing such mowing, repairs or other acts shall be added to and become a part of the annual assessment against said Lot, but not against any other Lot, and may be collected in any manner in which annual assessments may be collected. Neither the Committee 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 ¶J.

### ARTICLE III. GENERAL PROHIBITIONS.

A. No nuisance or noxious or offensive activities shall be conducted or allowed on any Lot or any Common Areas in the Subdivision, nor shall anything be done on any of the Lots or any Common Areas that shall become or be an unreasonable annoyance to any Owner of another Lot in the Subdivision.

B. Except as allowed in ¶C of Article I, no business or commercial operation shall be maintained or permitted on any lot, including, but not limited to, a day care center, hair or beauty salon, or other type of commercial operation; provided this prohibition shall not apply to any home office located in a residence and used by an Owner in connection with a business located outside of the Subdivision and not accessible to customers of such business.

C. No sign of any kind shall be displayed to the public view on any Lot except one sign of not more than 5 square feet advertising the Lot for sale or rent, one sign of not more than 5 square feet installed on or related to a commercial building constructed by Declarant on Lot 1 at allowed by ¶C of Article I, or temporary signs placed by a contractor to advertise services being performed for the Lot or any improvements on the Lot.

D. No above-ground swimming pools shall be permitted.

E. No satellite dishes or antennas of any type shall be allowed in front or side yards, but the same shall be permitted, provided any antenna shall not extend more than 20 feet above the roof line of the residence, in back yard sites after first having received approval of the Committee.

F. No dirt shall be removed from a Lot, and disposal of surplus dirt must be arranged through the Committee.

G. No animals, livestock, swine or poultry of any kind shall be kept, raised, bred or maintained on any Lot, except the usual household pets, provided they are not kept, raised, bred or maintained for commercial purposes, and provided further that they are not wild or dangerous

or considered *ferae naturae* by law. Without limiting the scope of wild and dangerous animals, they specifically include snakes, bears, wolves and foxes.

H. No structure of a temporary character, trailer, basement, tent, shack, garage, or other outbuilding on any Lot shall be used at any time as a residence, either temporarily or permanently.

I. Trucks of any size, boats, trailers of any kind, motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may be kept in the Subdivision, which includes streets and Lots, provided a permanent off-street, fully enclosed shelter (either a garage or other building permitted under Article I above) is provided for housing such vehicle or equipment, and such vehicle or equipment is not kept outside for a period exceeding 72 continuous hours. The only exception to this Covenant shall be necessary trucks, storage or construction equipment temporarily located on a Lot and used during the construction of permitted improvements.

J. No Lot shall be used or maintained as a dumping ground for anything, including grass, rubbish, or other material. Trash, garbage or other waste shall not be kept except in sanitary containers. All garbage cans or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition out of public view, except at times when refuse collections are being made.

K. Every tank for the storage of fuel that is installed outside any building in the Subdivision shall be either buried below the surface of the ground or screened to the satisfaction of the Committee by fencing, shrubbery or other means.

L. No existing drainage ditches or swales shall be obstructed. Any new open storm water drainage ditches, swales or squalls constructed by an Owner on any Lot shall be kept unobstructed and in good repair and shall be placed so that storm runoff water is not discharged onto any other Lot.

M. 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, mineral excavations or shafts be constructed or permitted on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

#### **ARTICLE IV. EASEMENTS.**

A. Each Lot shall have a non-exclusive easement for ingress and egress over the portion of the Subdivision described on the attached Exhibit C. Additional easements for ingress and egress, for the location, construction, establishment, maintenance and operation of utilities and accessories, and other purposes are reserved and located as shown on the recorded Plat attached as Exhibit B. Within these easements, no permanent building, structure, planning or other improvements shall be placed or permitted to remain which may obstruct ingress and egress, or damage or interfere with the installation, location, maintenance and replacement of utilities. For purposes of these Covenants, "utility" or "utilities" shall include, but not be

limited to, water, sewer, gas, electric, cablevision, community antenna services, telecommunications, and similar services provided to any Lot and any pipelines, conduits, wires, pedestals, transformers or other items and accessories necessary to conduct or provide such utilities.

B. The area of each Lot located within any easement shall be maintained continuously by the Owner of the Lot, except for those improvements for which the Committee, Association, a public authority or utility company is responsible.

C. The Subdivision access road in existence as of the date of these Covenants corresponds to the easement described as the attached Exhibit C and extends from Illinois Highway 57 to and over Lot 4 and Lot 3. Such existing access road shall be maintained, repaired or replaced by the Committee or the Association, as the case may be, with the costs then paid by the Owners of each Lot through an annual assessment, payable in one lump sum or payable in installments not to exceed 10 years according to the decision of the Committee or the Association, as the case may be. The cost of extending the existing road to access Lots 2 and 1 shall be paid by the respective owners of Lots 2 and 1 at the time that such extension is constructed to the same specifications and quality as the existing access road. Such extension shall then be maintained, repaired or replaced by the Committee or the Association, as the case may be, in the same manner as the existing access road.

D. All existing access roads and all other roads constructed within the Subdivision in the future shall be "private streets" within the meaning of the Adams County Subdivision Ordinance. Any deed transferring an interest in, and all plats of survey showing any part of, any of the Lots shall include the following statement in substantially this form: **THE STREETS IN THE SUNDOWN HILL SUBDIVISION ARE PRIVATE AND ARE NOT MAINTAINED BY MELROSE TOWNSHIP, ADAMS COUNTY, ILLINOIS. THE OWNERS OF LOTS IN THE SUNDOWN HILL SUBDIVISION ARE RESPONSIBLE FOR ALL REPAIRS AND MAINTENANCE OF SAID PRIVATE STREETS.** The term "Adams County Subdivision Ordinance" means the Resolution Governing Plat, Subdivisions, Dedications and Vacations in Adams County, Illinois adopted by the Adams County Board on February 11, 1974, then re-adopted as revised on December 10, 1985, then re-adopted as Revised on August 9, 2011.

E. Ownership of the existing barn located on Lot 3 is reserved by Declarant and is declared to be a Common Area for the use and benefit of every Owner; provided that any such use shall not unreasonably obstruct or interfere with the use by any other Owner. Declarant also reserves a further 30 foot non-exclusive easement for ingress and egress over Lot Three extending from the roadway easement described on Exhibit C to the barn and then a 10 foot area immediately surrounding exterior of the barn as part of this Common Area.

F. Declarant may at any time convey, transfer, grant, relinquish or assign the easements or rights provided in this Article V or otherwise in these Covenants to the Association.

G. No Owner of any Lot, and any Owner's successors, heirs, assigns, invitees or licensees shall have any claim or cause of action against Declarant, the Committee, Association

or their respective successors, assigns or licensees, either in law or in equity, arising out of the exercise of any easement reserved hereunder, excepting in cases of willful or wanton negligence.

## **ARTICLE V. SUNDOWN HILL LAKE**

As shown on the Plat, a dam and lake (hereinafter called "Sundown Hill Lake" or the "Lake") are located on the common boundary of Lot 3 and Lot 2. The Lake is not designated or reserved as a common area, but the Owners of Lot 3 and Lot 2 shall have the exclusive use and enjoyment of the Lake, subject to the additional covenants, restrictions and easements contained in this **ARTICLE V**.

A. Each Owner of Lot 3 and Lot 2 shall have the use and benefit of the entire Lake, provided the Owners of such Lot shall not unreasonably interfere with or burden the use by the Owners of the other Lot.

B. No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than twenty (20) feet from the normal lake level marks for the Lake, and in any event, no pier, dock or other structure be erected (even within these limits) without prior written permission of the Architectural Committee.

C. No power boats, including, but not limited to, outboard type boats powered by electric motors only, shall be permitted on the Lake. Only rowboats and canoes are permitted. No boat shall be equipped with facilities which will discharge any waste materials into the Lake.

D. Declarant further reserves for itself, the Committee and the Association, a 10 foot wide easement around the entire perimeter of the Lake and over those portions of Lot 3 and Lot 2 contiguous to the Lake for maintenance of the dam and the shoreline and body of the Lake. Lot 3 and Lot 2 shall also be subject to a flowage easement to an elevation on each Lot equal to the high water elevation of the Lake.

E. Easements for the location, maintenance and replacement of the dam for the Lake are also reserved as located as of the date of these Covenants. The Owners of Lot 3 and Lot 2 shall be responsible for mowing or preventing the unsightly growth of vegetation and noxious weeds on the portion of the dam located on the applicable Lot. Declarant, the Committee or the Association, may also do so as well in their discretion.

F. Lot 3 and Lot 2 are each further subject to an easement for the maintenance and permanent stabilization control of slopes leading into the Lake.

G. Each Owner of Lot 3 and Lot 2 also agrees, by such acceptance of a deed or execution of a contract for the purchase of such Lot, to assume, as against the Declarants, the Committee, Association and their respective successors and assigns, all of the risks and hazards of ownership or occupancy attendant to such Lot arising from or related to the Lake.

H. In addition to any other charges or assessments provided in these Covenants or otherwise levied in the future by the Committee or the Association, as the case may be, the

Owners of Lot 3 and Lot 2 shall pay an additional \$100.00 per Lot annual assessment to cover the costs of maintaining the integrity and quality of the shoreline and body of the Lake.

#### **ARTICLE VI. ARCHITECTURAL CONTROL COMMITTEE.**

A. These Covenants shall be enforced by an Architectural Control Committee (hereinafter called the "Committee"), consisting of three (3) members appointed by Declarant. The initial Committee shall be composed of the following members: Mark J. Ehrhart, Richard M. Ehrhart and Matthew S. Ehrhart. All members of the Committee shall serve without compensation for services performed pursuant to these Covenants. Any vacancies from time to time existing shall be filled by appointment of the Declarant.

B. No dwelling, building structure or improvements of any type or kind may be constructed or placed on any Lot in the Subdivision without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to said Committee by the Owner of the Lot requesting authorization from the Committee. The decision and authorization of the Committee shall be based on the applicant's compliance with the specifications and requirements contained in these Covenants and any discretion afforded the Committee by these Covenants shall be exercised on a reasonable basis, after taking into account the purpose of these Covenants.

C. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Covenants:

(2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of said lot or with adjacent buildings or structures; or

(3) The proposed improvement, or any part thereof would be, in the opinion of the committee, contrary to the interests, welfare or rights of all or any part of the owners of other lots in the Subdivision.

D. The Committee may allow reasonable variances or adjustments of these Covenants 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 purposes of these Covenants and also, that the granting of a variance or adjustment will not be materially detrimental or injurious to other Lots in the Subdivision.

E. The Committee shall approve or disapprove the application for any proposed improvements within 30 days after all required information shall have been submitted to it by the applicant. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such refusal. In the event the Committee fails to approve or disapprove any plans and specifications within 30 days



after such plans and specifications have been submitted to the Committee or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, written approval shall not be required and the applicant shall be deemed to have complied with all related Covenants.

F. Neither the Committee nor any individual member, agent, employee or contractor, nor the Declarant, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it by an Owner, nor for any defects in any work done according to such plans, specifications or other materials.

G. Until such time as the Association is organized and its first board of directors is elected, the Committee shall also perform and be responsible for maintaining, repairing and replacing, the easements and Common Areas, and constructing any improvements thereon, described in **ARTICLE IV** as the Committee deems appropriate. "Maintenance" for purposes of this ¶G shall include obtaining casualty and liability insurance for the barn, other Common Areas and the easements in such amounts deemed appropriate by the Committee; provided that each Owner shall be solely responsible for insuring such Owner's personal property located on or about the access road, within the barn or any other Common Area, and/or such Owners' Personal liabilities arising from the condition of, or activities occurring on, such Owner's Lot, activities done under the supervision or the direction of such Owner or otherwise arising from such Owner's acts and omissions. Until such time as the Association is organized and its first board of directors is elected, the Committee shall exercise the powers to levy annual charges and assessments allowed to the Association in ¶C of Article VII and the remedies available to collect and enforce such assessments contained in ¶D of Article VII.

#### **ARTICLE VII. SUNDOWN HILL ASSOCIATION.**

A. At such time as Declarant has transferred and no longer owns three of the four numbered Lots in the Subdivision, Declarant shall create a not-for-profit corporation organized under the laws of the State of Illinois to be known as the "Sundown Hill Association" (hereinafter called the "Association"). In the event Declarant fails to organize such corporation, any Owner may create such corporation and shall then be re-imbursed for the costs of organization, including reasonable attorneys' fees, through an annual assessment made pursuant to paragraph C below. Every person who acquires title (either legal or equitable) to any Lot in the Subdivision shall be a member of the Association, except that only one (1) adult person of any number of Owners of a Lot shall be a voting member and all other co-owners shall be associate non-voting members. The foregoing provision requiring that Owners of Lots within the Subdivision be members of the Association is not intended to apply to those persons who own an interest in such real estate merely as security for the performance of an obligation to pay money, e.g. mortgagees and land contract vendors. However, if such person shall realize upon such person's security and become the real owner of record of a Lot within the Subdivision, he shall 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 those provisions with respect to the payment of annual and special assessments. The Association shall be managed by a board of directors having at least three members elected by the voting members at an annual meeting of members held for that purpose. The board of directors shall adopt By-

Laws consistent with these Covenants and elect officers. The rights of members of the Association as such members shall be as set forth in the Articles of Incorporation or the By-laws.

B. Purposes of the Association. The general purposes of the Association shall be: (i) to provide a means to enforce these Covenants; (ii) to provide a means whereby the common areas and common easements within the Subdivision may be operated, maintained, repaired and replaced; and (iii) to provide a means for the promulgation and enforcement of all regulations necessary to the use and enjoyment of the common easements and common areas subject to the supervision and control of the Association. Upon the election of its initial board of directors, the Association's board of directors shall assume and perform all of the powers and obligations of, and replace and act as, the Architectural Control Committee.

C. The Association shall have the power to levy a uniform annual charge against each Lot. Such charge shall be at least One Hundred Dollars (\$100.00) per year. However, if the board of directors of the Association acting in accordance with the by-laws shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater than \$100.00. No charge shall ever be levied against the Association itself. Every such charge shall be paid by the Owners of the Lot within thirty (30) days after billing for the current year, commencing with the year 2012. The board of directors of the Association shall fix the amount of the annual charge per Lot by the first day of February of each year or as soon thereafter as is practical and written notice of the charge so fixed shall be sent to each member within thirty (30) days after being established.

D. If any charge levied or assessed against any Lot subject to these Covenants shall not be paid when due, it shall then ipso facto become a lien upon the Lot and shall remain a lien against said Lot until paid in full, together with interest as is hereinafter provided and other charges or costs that might become due as a result of non-payment, or as is hereinafter provided. Such charges as are provided for in these Covenants shall bear interest at the highest judgment interest rate established by Illinois law 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, or by way of foreclosure of such lien or otherwise, to collect the amount of such charge in any court of competent jurisdiction. The Owners of the Lot subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obligated to pay all expenses and costs, including reasonable attorneys' fees incurred by the Association in collecting the same.

E. The assessments levied by the Association shall be used exclusively for the purpose of promoting the safety and welfare of members of the Association and, in particular, for the improvement and maintenance of the Subdivision.

F. Notwithstanding any other provision contained herein, the board of directors of the Association shall have the right to suspend the voting rights (if any) of any member or associate member: (i) for any period during which any charge assessed against the Lot owned by the member or associate member remains unpaid; (ii) during the period of any continuing violation of the Covenants for the Subdivision, after the existence of the violation shall have

been declared by the board of directors of the Association; and/or, (iii) because of any violations of the by-laws or regulations of the Association.

G. The Association shall have such other powers as set forth in the Articles of Incorporation and/or allowed by applicable law.

#### **ARTICLE VIII. REMEDIES.**

The Committee, the Association or any party to whose benefit these Covenants inure, including the Declarant, its successors and assigns, and Owners of any Lot, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Covenants, and shall have the right to obtain a prohibitive or mandatory injunction to enforce the observance of these Covenants in addition to and cumulatively with any other remedy provided herein, as well as the right to recover damages for the breach of these Covenants. However, neither the Declarant, the Committee, nor the Association shall be liable for damages of any kind to any person for failing to abide by, enforce or carry out any of these Covenants. Further, no delay or failure on the part of any party to invoke any available remedy with respect to a violation of any one or more of these Covenants 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, recurrence or continuation of such violation or violations of these Covenants.

#### **ARTICLE IX. EFFECT OF OWNER'S ACCEPTANCE OF DEED.**

The Owner of any Lot subject to these Covenants, by acceptance of a deed conveying title to such Lot, or the execution of a contract for the purchase thereof, whether from the Declarant or a subsequent Owner of such Lot, shall accept such deed and execute such contract subject to each and every Covenant herein contained. Further, by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarant, the Committee, and the Association with respect to these Covenants, and also, for themselves, their heirs, personal representatives, successors and assigns, covenant, agree and consent to and with the Declarant, the Association and all subsequent grantees and owners of each of the lots affected by these Covenants, to keep, observe, comply with and perform such Covenants, agreements and all regulations and rules promulgated thereunder.

#### **ARTICLE X. DURATION.**

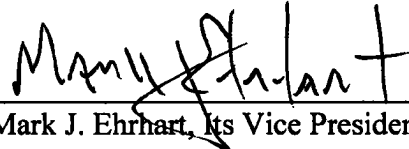
These Covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of forty (40) years from the date these Covenants are filed with the County Clerk/Recorder of Adams County, Illinois, after which time said Covenants shall be automatically extended for successive periods of five (5) years unless at least three-fourths of the then Owners of the Lots execute and record an instrument revoking, altering or otherwise changing said Covenants in whole or in part. Based on the existence of 4 Lots, the agreement of the Owners of 3 of the Lots would thus be required. At any time, all of the then Owners of the Lots may execute and record an instrument revoking, altering or otherwise changing said Covenants in whole or in part. In determining the "then Owners of the Lots," each individual Lot shall have a single right. If there are multiple Owners of a Lot, a majority in interest of the multiple Owners shall execute the right of the Lot. If there are 2 Owners having

an equal interest in a Lot, they shall exercise the right jointly, or if they fail to agree, then the first acquiring ownership or the first named in the deed or instrument conveying such Lot shall exercise the right.

**ARTICLE XI. SEVERABILITY.**

Every one of the Covenants is hereby declared to be independent of, and severable from, the rest of the Covenants and of and from every other one of the Covenants and of and from every combination of the Covenants. Therefore, if any of the Covenants shall be held to be invalid or to be unenforceable or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or the "running" quality of any other one of the Covenants.

N. Kohl Grocer Company, an Illinois corporation,  
Declarant

By:   
Mark J. Ehrhart, its Vice President

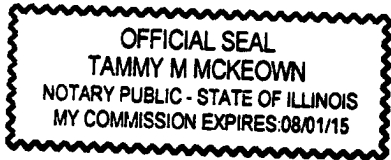
**ACKNOWLEDGMENT**

State of Illinois        )  
                                  ) ss.  
County of Adams        )

I, Tammy Mckeown, a notary public in and for said County and State aforesaid, do hereby certify that Mark J. Ehrhart, personally known to me to be the same person whose name is subscribed to the foregoing instrument and personally known to me to be the Vice President of Declarant N. Kohl Grocer Company, an Illinois corporation, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of said corporation, pursuant to the authority of its board of directors, for the uses and purposes therein set forth.

Given under my hand and official seal on this 13<sup>th</sup> day of August, 2012.

Tammy Mckeown  
Notary Public



Prepared by and return to:

Joseph A. Duesterhaus  
**Scholz, Loos, Palmer, Siebers and Duesterhaus LLP**  
625 Vermont Street  
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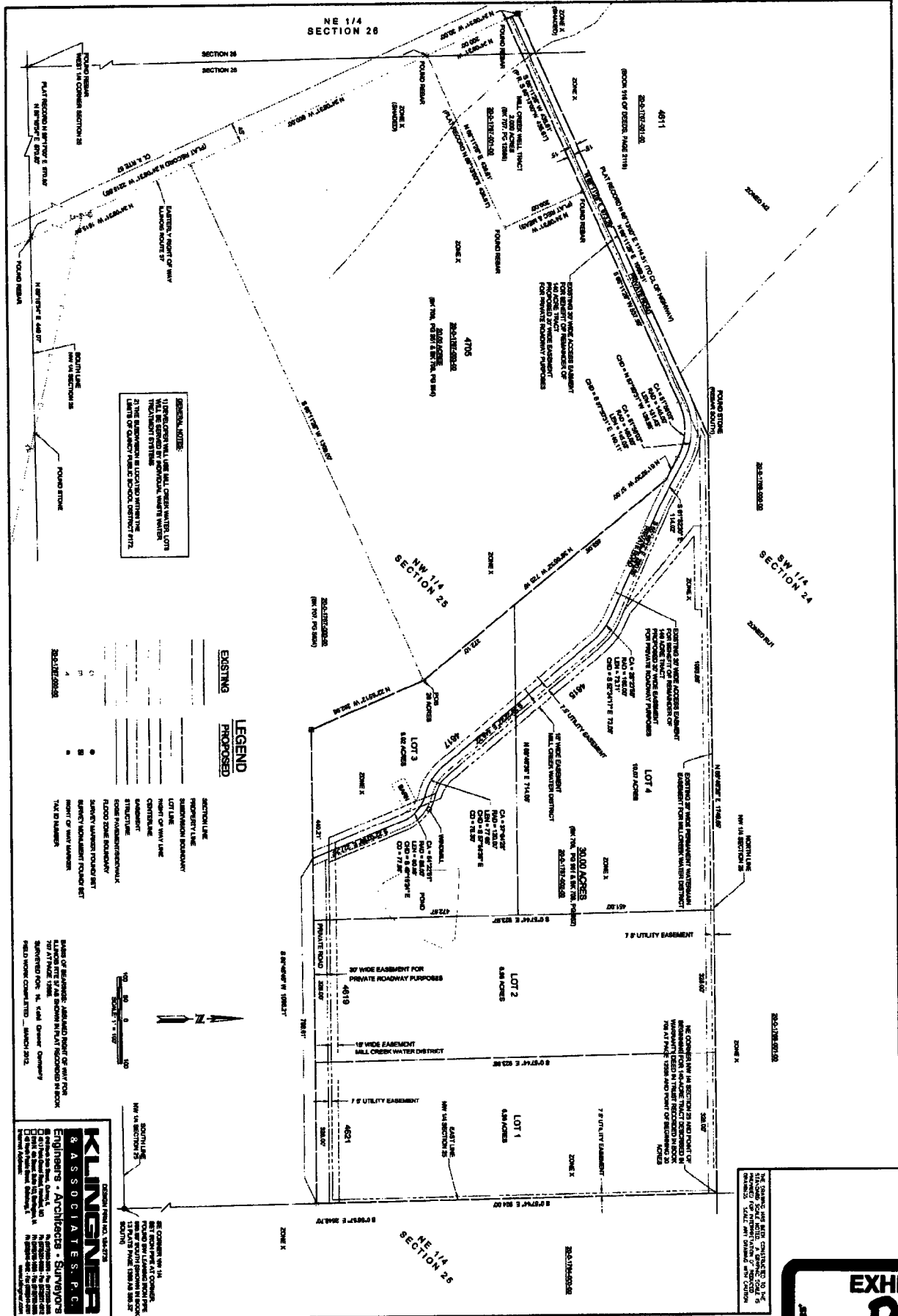
## **EXHIBIT A**

### **30-ACRE TRACT – Sundown Hill Subdivision**

A part of the Northwest Quarter of Section 25 and a part of the Northeast Quarter of Section 26, all in Township 2 South of the Base Line and in Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, being a part of a 140-acre, more or less, tract of land described in a Warranty Deed in Trust recorded in Book 706 at page 12558 in the Office of the Adams County Recorder of Deeds, said part of said 140-acre tract of land being more particularly bounded and described as follows:

Beginning at the northeast corner of the Northwest Quarter of said Section 25, said corner also being the northeast corner of said 140-acre tract of land and marked by a stone; thence South 0 degrees 56 minutes 57 seconds East on the east line of said Northwest Quarter and said tract of land 924 feet; thence South 89 degrees 46 minutes 20 seconds West parallel with the north line of said Northwest Quarter 1096.00 feet; thence North 22 degrees 55 minutes 12 seconds West 282.96 feet; thence North 39 degrees 05 minutes 32 seconds West 725.16 feet; thence North 61 degrees 52 minutes 30 seconds West 57.00 feet; thence along a circular arc to the left having a central angle of 51 degrees 56 minutes 03 seconds, a radius of 145.00 feet, and a chord bearing and distance of North 87 degrees 50 minutes 31 seconds West 126.98 feet, a distance along said arc of 131.43 feet; thence South 66 degrees 11 minutes 28 seconds West 537.59 feet to the northeast corner of a 2.000-acre Well Tract as shown on a plat recorded in Book 707 at Page 12595 in said Recorder's Office; thence continuing South 66 degrees 11 minutes 28 seconds West along the north line of said Well Tract 435.61 feet to the easterly right of way of Illinois Route 57; thence North 24 degrees 08 minutes 31 seconds West along said right of way 30.00 feet to the boundary of said 140-acre tract of land; thence North 66 degrees 11 minutes 28 seconds East along said boundary 1069.31 feet to a stone in the line of an Osage Orange hedge, said stone being on the north line of said Northwest quarter; thence North 89 degrees 46 minutes 20 seconds East on said north line and the boundary of said 140-acre tract of land 1749.66 feet to the point of beginning, containing 30 acres, more or less;

All as shown on a plat of survey made in January of 2008 by Klingner & Associates, PC, and recorded in Book 708 at page 1688, to which survey reference is made for greater certainty.



**GENERAL NOTES:**  
 1. THE SURVEY WAS MADE IN ACCORDANCE WITH THE ILLINOIS SURVEYING ACT.  
 2. THE SUBDIVISION IS LOCATED WITHIN THE LIMITS OF QUAD PUBLIC SCHOOL DISTRICT #172.

**LEGEND**  
 EXISTING  
 PROPOSED

- SECTION LINE
- SUBDIVISION BOUNDARY
- LOT LINE
- RIGHT OF WAY LINE
- CONTINGENT
- STAKE
- ROAD WIDENING/RECONSTRUCTION
- FLOOD ZONE BOUNDARY
- UTILITY EASEMENT
- PRIVATE ROAD
- RIGHT OF WAY
- RIGHT OF WAY NUMBER
- TAD ID NUMBER

STATE OF ILLINOIS, JAMES H. HART, CLERK OF SUPREME COURT  
 I, JAMES H. HART, CLERK OF SUPREME COURT, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS FILED IN MY OFFICE ON THIS 15th DAY OF MARCH 2012.

**KLINGENBERG ASSOCIATES, P.C.**  
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**OFFICIAL PLAT**  
**SUNDOWN HILL**  
 R.L.M. Properties Inc., Developer

A PART OF THE NORTHWEST QUARTER OF SECTION 26 AND THE NORTHWEST QUARTER OF SECTION 25, ALL IN TOWNSHIP 2 SOUTH OF THE BASE LINE AND IN RANGE 9 WEST OF THE FOURTH PRINCIPAL MERIDIAN, ADAMS COUNTY, ILLINOIS

DESIGNED	DRAWN	CHECKED	
PLD	RSB	RSB	
DATE	DATE	DATE	
JUNE 2012	JUNE 2012	JUNE 2012	
PROJECT NO.	SCALE	REVISION DESCRIPTION	DATE
12-0005	1"=100'	FULL SCALE DRAWING IS 22'x34'	

**EXHIBIT**  
**B**





## **EXHIBIT C**

### **Reserved Easement**

A 30-foot wide easement located in a part of the Northwest Quarter of Section 25 and a part of the Northeast Quarter of Section 26, all in Township 2 South of the Base Line and in Range 9 West of the Fourth Principal Meridian, Adams County, Illinois, being a part of a 140-acre, more or less, tract of land described in a Warranty Deed in Trust recorded in Book 706 at page 12558 in the Office of the Adams County Recorder of Deeds, said easement having a centerline described as follows:

Beginning at the intersection of the easterly right of way of Illinois Route 57 and a line parallel with and 15 feet southerly from the northerly boundary of said above described 30-acre tract of land; thence North 66 degrees 11 minutes 28 seconds East on said parallel line 973.29 feet; thence along a circular arc to the right having a central angle of 51 degrees 56 minutes 03 seconds, a radius of 160.00 feet, and a chord bearing and distance of South 87 degrees 50 minutes 31 seconds East 140.11 feet, a distance along said arc of 145.03 feet; thence South 61 degrees 52 minutes 30 seconds East 114.02 feet; thence South 65 degrees 46 minutes 12 seconds East 280.55 feet; thence along a circular arc to the right having a central angle of 26 degrees 23 minutes 50 seconds, a radius of 160.00 feet, and a chord bearing and distance of South 52 degrees 34 minutes 17 seconds East 73.06 feet, a distance along said arc of 73.71 feet; thence South 39 degrees 22 minutes 22 seconds East 449.22 feet; thence along a circular arc to the left having a central angle of 37 degrees 04 minutes 28 seconds, a radius of 120.00 feet, and a chord bearing and distance of South 57 degrees 54 minutes 36 seconds East 76.30 feet, a distance along said arc of 77.65 feet; thence along a circular arc to the right having a central angle of 54 degrees 22 minutes 51 seconds, a radius of 85.00 feet, and a chord bearing and distance of South 49 degrees 15 minutes 24 seconds East 77.68 feet, a distance along said arc of 80.68 feet; thence South 22 degrees 03 minutes 59 seconds East 227.22 feet to a point on the south line of said 30-acre tract of land which is South 89 degrees 46 minutes 20 seconds West 798.42 feet from the east line of said Northwest quarter;

All as shown on a plat of survey made in January of 2008 by Klingner & Associates, P.C., and recorded in Book 708 at page 1688, with the County Clerk/Recorder of Adams County, Illinois, to which survey reference is made for greater certainty.