

  
Larry D. Ehmen, County Recorder

**SCHOLZ, LOOS, PALMER  
SIEBERS, & DUESTERHAUS**

**AMENDMENT TO PROTECTIVE COVENANTS AND HOMEOWNERS  
ASSOCIATION SUNRISE HILL SUBDIVISION**

Now come the undersigned owners of the real estate described on the attached "Exhibit A," commonly known as Sunrise Hill Subdivision, and hereby adopt this Amendment to the PROTECTIVE COVENANTS AND HOMEOWNERS ASSOCIATION – SUNRISE HILL SUBDIVISION (hereinafter the "Protective Covenants"), dated June 12, 1995, and recorded on June 13, 1995, as Document No. 31641 in Book 91 of Miscellaneous at page 895 in the office of the Recorder of Deeds of Adams County, Illinois.

RECITALS

WHEREAS, the real estate described on the attached "Exhibit A" known as the Sunrise Hill Subdivision (hereinafter "Sunrise Hills Subdivision") is presently subject to the Protective Covenants;

WHEREAS, Sunrise Hill Subdivision is further described on a Plat of Survey dated March 23, 1995 (hereinafter the "Plat"), a copy of which Plat is attached hereto as "Exhibit B";

WHEREAS, Lots ## 1, 2 and 3 are owned by the original Grantors George H. Haxel and Ruth C. Haxel (hereinafter the "Grantors") named in the Protective Covenants;

WHEREAS, the Grantors have been requested to sell Lot #3 and the South one-half (½) of Lot #2 for the purpose of the construction of one single family residence;

WHEREAS, the Grantors propose that Lot #3 and the South one-half (½) of Lot #2 be combined for the purpose of construction of one single family residence and, also, that Lot #1 be combined with the unsold North one-half (½) of Lot #2 into a new lot to be used for the construction of one single family residence;

WHEREAS, Section 2 of the Protective Covenants presently provides that no lots may be subdivided or sold except as a whole;

WHEREAS, Section 26 of the Protective Covenants provides that the Protective Covenants may be changed by agreement of a majority of the then owners of the real estate in the Sunrise Hill Subdivision, with one vote allotted for each of the lots; and

WHEREAS, a majority of the owners of the lots in Sunrise Hill Subdivision, specifically being the undersigned, agree that the combination of lots 1, 2 and 3 into two larger sized lots would be consistent with the purposes of the Protective Covenants and would not have an adverse effect on the remaining lots in Sunrise Hill Subdivision.

NOW, THEREFORE, the undersigned hereby agree that the Protective Covenants be amended to read as follows:

A. Section 2 of the Protective Covenants is amended to read as follows:

“2. Subject to the following sentence, all lots shall remain as surveyed and described herein on “Exhibit B,” and no such lot thereafter will be divided, subdivided or reduced in size, except as a whole. Notwithstanding the foregoing sentence, Lot 2 may be divided into a north one-half and a south one-half, and the north one-half of Lot 2 may be combined with and conveyed as part of Lot 1 as a new complete lot and the south one-half of Lot 2 may be combined with and conveyed as part of Lot 3 as a complete new lot, with the division of Lot 2 being specifically shown on the Survey attached hereto as “Exhibit D.” Each of the two new lots shall be subject to all other terms and conditions contained in these Protective Covenants.”

B. Section 22 of the Protective Covenants is amended to read as follows:

“22. (i) Easements for installation and maintenance of utilities, slope control and drainage facilities are reserved. Subject to subsection (ii) below, these easements are located in the areas outside of the dashed lines drawn on each indicated lot on the attached “Exhibit B”, except that an additional drainage easement is situated on Lot 10 and portions of Lots 9 and 11 located between the diagonal dashed lines drawn on said lots on the aforesaid “Exhibit B.” Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may create erosion or sliding problems, or which may obstruct or retard the flow of water through drainage channels in the easement. The easement area located each lot and all improvements permitted on said area shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

“(ii) Easements and the easement area for the new lots created by combining Lot #1 with the North one-half of Lot 2 and by combining Lot 3 with the South one-half of Lot 2 are located in the areas outside of the dash lines drawn on the attached “Exhibit D” and shall also include an additional 15 foot easement lying 7.5 feet on each side of the center line of Lot 2 as also shown on “Exhibit D.” In addition, those easements shown on “Exhibit B” lying 15 feet of either side of the north line of Lot 2 and the south line of Lot 2, and more specifically shown as the shaded portions of “Exhibit D,” are vacated. Except where expressly modified herein, all other provisions of subsection (i) above shall apply to the two new lots described in this subsection (ii).”

C. Except as amended herein, all of the terms and conditions of the Protective Covenants shall remain in full force and effect.

D. This Amendment will become immediately effective as of the date that a majority of the owners have consented to this Amendment as evidenced by their signatures below.

"EXHIBIT A"

Part of the Northeast 1/4, of the Southwest 1/4, of Section 3, Township 2 South, Range 8 West of the 4th Principal Meridian, described as follow:

Commencing at a 1/2 inch iron pin, at the Northwest Corner of the Northeast 1/4 of the Southwest 1/4 of said Section 3; thence running South along the West Line of the East 1/2 of the Southwest Quarter of said Section 3 a distance of 382.16 feet to the South Right-of-Way Line of East State Street and the point of beginning; thence North  $66^{\circ} 15' 25''$  East along said South Right-of-Way Line, 98.90 feet to a tangent curve to the right having a radius of 1110.52 feet, through a central angle of  $16^{\circ} 40' 44''$ , an arc distance of 323.27 feet along the South Right-of-Way Line of said East State Street; thence South  $0^{\circ} 11' 01''$  West, 450.03 feet; thence South  $30^{\circ} 05' 42''$  East, 718.42 feet to the South Line of Northeast 1/4 of the Southwest 1/4, thence South,  $89^{\circ} 55' 22''$  West along said South Line, 759.89 feet to the Southwest Corner of the Northeast 1/4 of the Southwest 1/4 of said Section 3; thence North  $00^{\circ} 00' 00''$  East, 947.24 feet along the West Line of the East 1/2 of the Southwest 1/4 of said Section 3 to the point of beginning containing 11.952 acres.

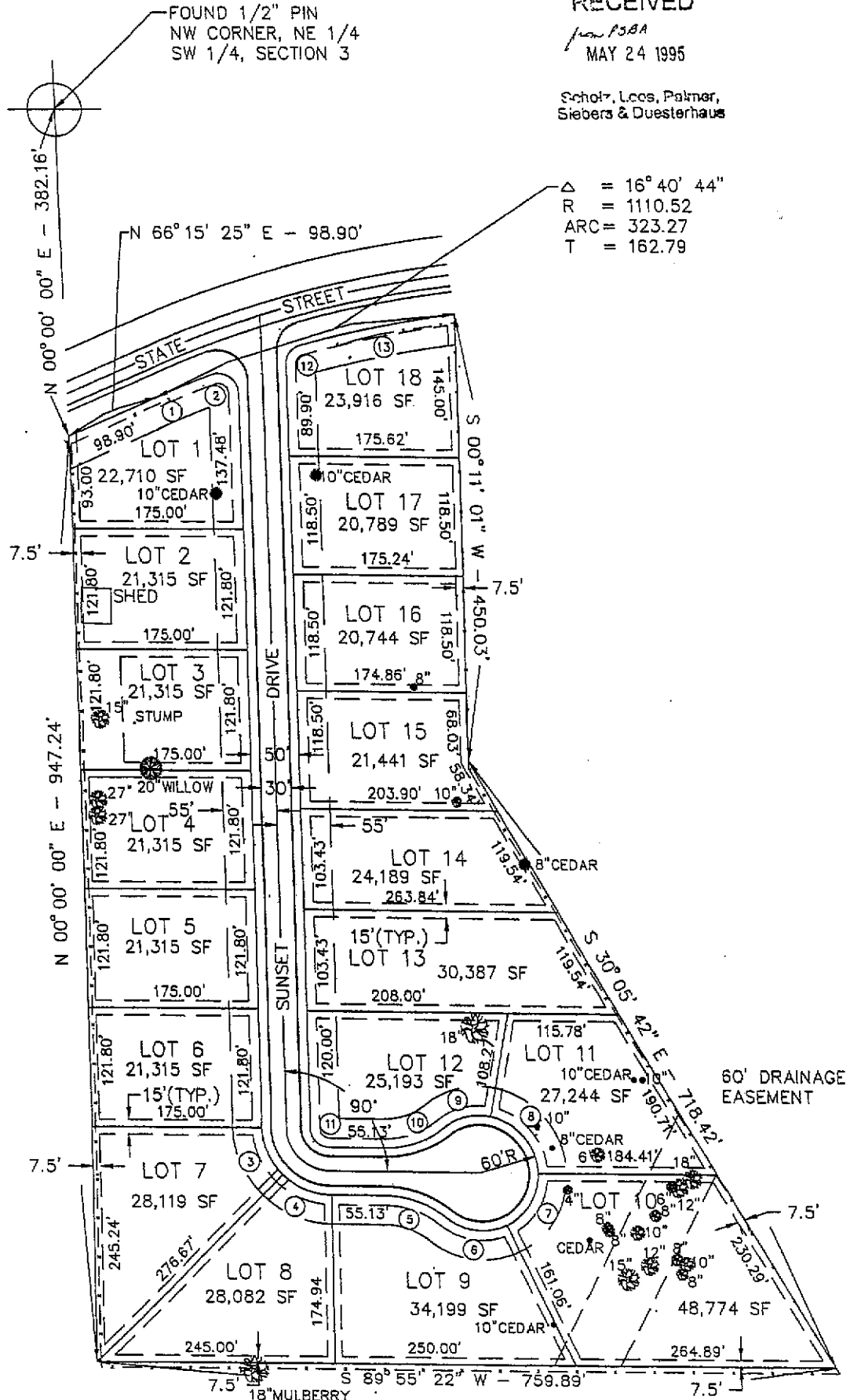
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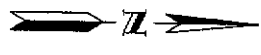
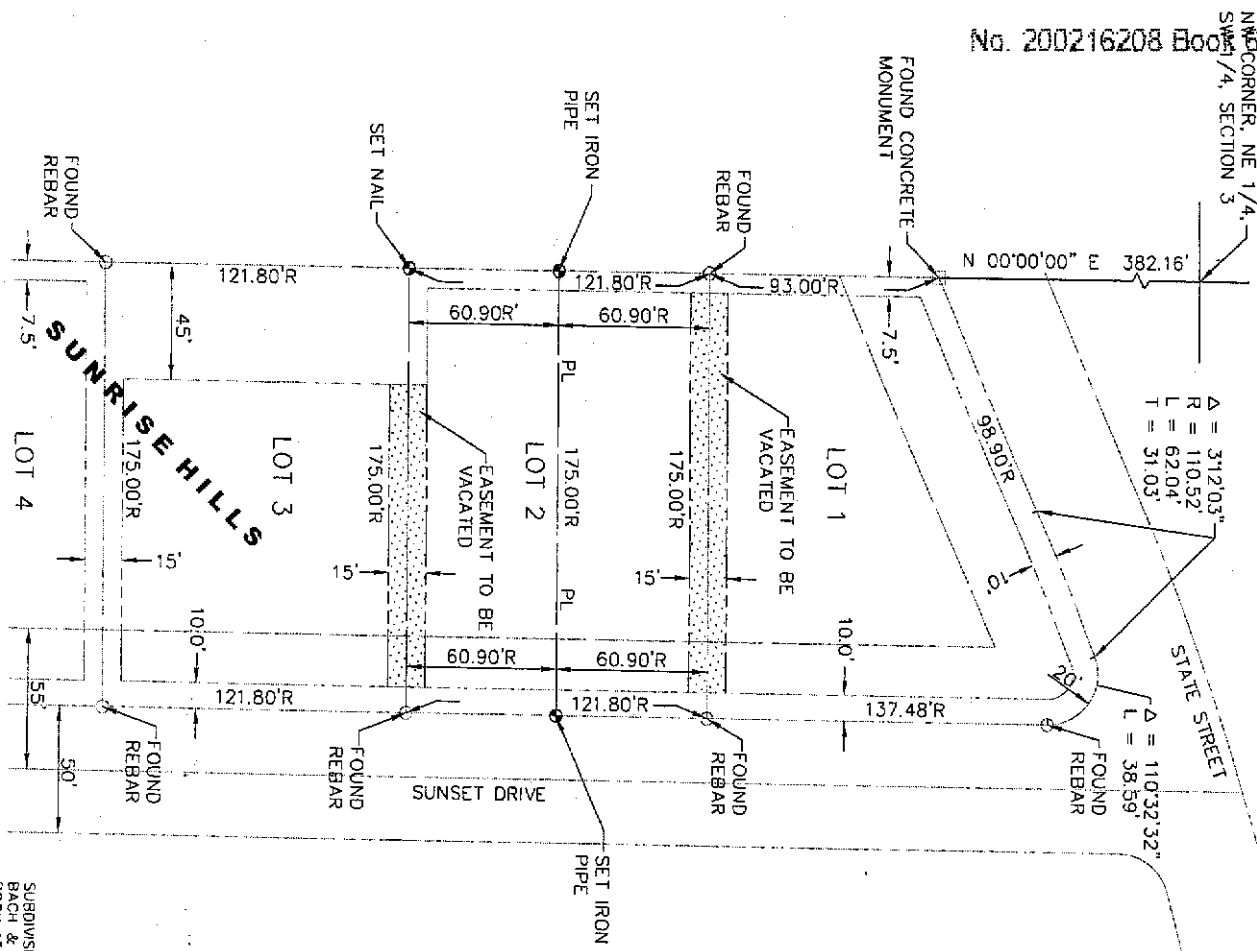
# EXHIBIT B

RECEIVED

from PSBA  
MAY 24 1995

Scholz, Lees, Palmer,  
Siebers & Duesterhaus





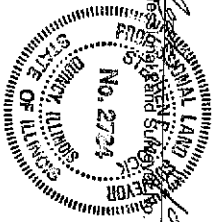
**LEGEND**

- SECTION LINE
- PROPOSED PROPERTY LINE
- LOT LINE
- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT
- BUILDING SETBACK
- SURVEY MARKER FOUND
- SURVEY MARKER SET
- ⊕ SURVEY MONUMENT FOUND

I hereby certify that the above survey as platted was made under my supervision and that the same is true and correct to the best of my knowledge and belief.

I do further state that the subject property is in the area zoned "C" (Areas of Minimal Flooding) by the Federal Emergency Management Agency on the Flood Insurance Rate Map Panel Number 170001-0180B, dated November 15, 1985.

*Stephen P. Mock*  
 Stephen P. Mock, Illinois Professional Land Surveyor  
 License expires 1/30/2002



SUBDIVISION PLAT BY ROEPPING, STONE, BACH & ASSOCIATES, INC. RECORDED IN BOOK 15 OF PLATS AT PAGE 439



**PLAT OF VACATION OF EASEMENTS**  
 LOTS 1, 2 & 3 OF SUNRISE HILL SUBDIVISION  
 QUINCY, ILLINOIS, ADAMS COUNTY, ILLINOIS

DESIGNED	DRAWN	CHECKED	DATE
FIELD	FIELD BOOK	DATE	
DWG/CCS	108/74		
PROJECT NO./FILE NO.	SCALE	NO. APPROV.	REVISION DESCRIPTION
02-0314	020314.dwg	1" = 50'	DATE

**EXHIBIT D**

SHEET NO. 1

FULL SCALE DRAWING IS 11" x 17"