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**DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS,
AND RESTRICTIONS FOR
HUNTER ESTATES SUBDIVISION,
AS AMENDED AND RESTATED**

THIS DECLARATION is made effective as of the 22nd day of April, 2021, by, between, and among the following:

David G. Klauser, P.O. Box 907, Quincy, IL 62306, being the owner of Tract (or Lot) #4 and Tract (or Lot) "K";

Nathan R. Speckhart and Amber S. Speckhart, 3337 Hunter Rd., Quincy, IL 62305, being the owners of part of Tract (or Lot) "K-3";

Travis C. Moore and Hayley K. Moore, 3341 Hunter Rd., Quincy, IL 62305, being the owners of Lot 3 and part of Tract (or Tract) "K-3";

Daniel P. Shelts and Sara S. Shelts, 3346 Hunter Rd., Quincy, IL 62305, being the owners of Lot 4;

Jason D. Carpenter and Kayla R. Carpenter, 3329 Hunter Rd., Quincy, IL 62305, being the owners of Lot 5;

Rickey L. Rettke, Jr., and Trisha E. Rettke, 3325 Hunter Rd., Quincy, IL 62305, being the owners of Lot 6;

Thomas E. Damon and Lauren S. Damon, 3322 Hunter Rd., Quincy, IL 62305, being the owners of Lot 7;

Robert R. Ayers, Jr., and Robin L. Ayers, 3326 Hunter Rd., Quincy, IL 62305, being the owners of Lot 8;

Eric L. Weech and Amy Jo Weech, 3344 Hunter Rd., Quincy, IL 62305, being the owners of Outlot (or Lot) "A-1R";

Daniel J. Ingve and Nancy L. Ingve, 3334 Hunter Rd., Quincy, IL 62305, being the owners of Outlot (or Lot) "A-2";

Trevor B. Friye and April M. Friye, 3340 Hunter Rd., Quincy, IL 62305, being the owners of Outlot (or Lot) "A-3";

Matthew A. Loos and Jessica A. Loos, 3342 Hunter Rd., Quincy, IL 62305, being the owners of Outlot (or Lot) "A-4";

Richard W. Selsor, Jr., and Tamara Lea Selsor, 3323 Hunter Rd., Quincy, IL 62305, being the owners of Tract 9;

The Declarants state:

A. Declarants are all of the owners of lots composing what is commonly referred to as Hunter Estates Subdivision along with certain adjoining property.

B. Declarants wish to amend, restate, and replace the Declaration of Protective Covenants for Development of Single Family Detached Dwellings made on or about March 31, 2009, by David G. Klauser and Margaret A. Klauser ("Klausers"), which were recorded April 9, 2009, in Book 709 beginning at Page 4519, of the Office of the Adams County Clerk/Recorder ("Protective Covenants of 2009").

C. The Protective Covenants of 2009 related to real estate owned by the Klausers, which real estate is more particularly described on the exhibit attached hereto, marked "Exhibit A," entitled and hereafter referred to as the "Protective Covenants of 2009 Real Estate and Easements."

D. The Protective Covenants of 2009 Real Estate and Easements is shown and depicted as Tract #4 and Tract #5 on a Plat of Survey prepared by David R. Wolfe, Illinois Registered Land Surveyor #35-2341, dated October 6, 2004, and recorded November 9, 2004, in Book 704 at Page 13855, in the Office of the Adams County Clerk/Recorder ("Wolfe Plat").

E. The Wolfe Plat also shows and depicts other parcels, being Tract #1, Tract #2, and Tract #3, which relate to Hunter Subdivision insofar as they are subject to perpetual easements for ingress and egress and the installation of maintenance of underground utilities, which easements are also described and referenced in Protective Covenants of 2009 Real Estate and Easements but are not otherwise subject to these Covenants.

F. For informational purposes, the Protective Covenants of 2009 Real Estate and Easements were conveyed to the Klausers by Trustee's Warranty Deed from John C. Frericks, as Trustee of The John C. Frericks Trust, dated November 10, 2004, recorded November 24, 2004, in Book 704 at Page 14521, in the Office of the Adams County Clerk/Recorder ("Frericks Deed"). The Protective Covenants of 2009 Real Estate and Easements reference Tract #4 and Tract #5 from the Wolfe Plat, respectively, as Tract 1 and Tract 2, but as Tract #4 and Tract #5 in the Frericks Deed, and the Frericks Deed references in connection with the easements Tract 1 and Tract 2 from the Wolfe Plat.

G. Additional permanent utility easements were established by Matthew A. Loos and Jessica A. Loos, over the North 25 feet of Outlot "A-4," by Utility Easement dated November 20, 2012, recorded November 21, 2012, at 2012R-12967, in the Office of the Adams County Clerk/Recorder, and by Daniel J. Ingve and Nancy L. Ingve, over the North 25 feet of Outlot "A-2," by Utility Easement dated November 20, 2012, recorded November 21, 2012, at 2012R-12969, in the Office of the Adams County Clerk/Recorder.

H. Hunter Estates Subdivision currently consists of the above-described thirteen (13) lots, which are shown and depicted on the following plats:

1.) Hunter Estates Plat by Chester V. Brown, Surveyor, dated November 6, 2009 (signed November 12, 2009), recorded November 17, 2009, in Book 709 at Page 18828, in the Office of the Adams County Clerk/Recorder.

2.) Hunter Estates Plat by Chester V. Brown, Surveyor, dated June 4, 2011, recorded June 24, 2011, at 2011R-05692, in the Office of the Adams County Clerk/Recorder.

3.) Hunter Estates Plat by Chester V. Brown, Surveyor, dated March 25, 2013, recorded March 26, 2013, at 2013R-03026, in the Office of the Adams County Clerk/Recorder.

4.) Hunter Estates Plat of a part of Tract K-3 by Theodore D. Vahle, Surveyor, dated August 12, 2016, recorded August 18, 2016, at 2016R-06487, in the Office of the Adams County Clerk/Recorder, whereby a part of Tract K-3 was added to and not a treated as a part of Lot 3.

I. Declarants desire to subject and impose upon Hunter Estates Subdivision, as herein provided, and any addition of lots thereto, mutual and beneficial restrictions, covenants, conditions, easements, liens and charges hereinafter referred to as the "Covenants" for the benefit and the complement of the lots in Hunter Estates Subdivision, and the future owners thereof.

J. These Covenants amend and restate in their entirety the Protective Covenants of 2009 so that the Protective Covenants of 2009 are to be of no further force and effect and, instead, these Covenants shall thereupon apply, and the easements herein stated established.

K. These Covenants apply to each lot that now or hereafter composes Hunter Estates Subdivision, those being each of those lots earlier referenced owned by Declarants, and additionally any lot or lots that may be added by the subdivision, platting, or improvement of the remainder of Tract #4 from the Wolfe Plat, and all of Tract #5 already being subdivided.

NOW, THEREFORE, the Declarants hereby incorporate the recitals to these Covenants and declare, amend, and restate that the real property located within Hunter Estates Subdivision (referred to as "Subdivision" unless otherwise specified or the context requires) shall be held, conveyed, hypothecated or 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 Hunter Estate Subdivision for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and of each lot and parcel situated thereon.

1. **RESIDENTIAL CHARACTER OF THE SUBDIVISION:**

A. IN GENERAL:

1.) Every lot in the Subdivision is a residential lot and shall be used exclusively for single family residential purposes. No building or structure shall be erected, placed, or permitted to remain upon any of said lots other than one (1) single family dwelling with an attached garage.

2.) Other outbuildings as well as address posts/mail structures may be erected, placed or constructed only after obtaining written consent from the "Architectural Committee" hereinafter described. Outbuildings include, but are not limited to, a detached garage, shed, playhouse or other structure which persons may enter or in which goods may be located or stored.

3.) "Family", for purposes hereof, 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. Applicable zoning ordinances, rules or regulations may impose a more restrictive definition.

4.) Reference to "lot" includes lots however described on relevant plats including, but not limited to, lot, outlot, or tract.

B. OCCUPANCY OR RESIDENTIAL USE OF PARTIALLY COMPLETED DWELLING HOUSES PROHIBITED: No dwelling house constructed on any of said lots shall be occupied or used for residential purposes or human habitation until it shall

have been substantially completed. The determination of whether or not a house shall have been "substantially completed" shall be made by the "Architectural Committee" hereinafter described, and the decision of that Committee shall be binding on all parties concerned.

C. COMMERCIAL: No business or commercial activity shall be carried on in said Subdivision other than a home occupation employing person(s) who are bona fide residents of the home and so long as such home occupation does not result in an increased client, patron, or customer vehicle traffic within the Subdivision. Additionally, any home occupation must comply with applicable laws or ordinances.

2. RESTRICTIONS CONCERNING SIZE AND PLACEMENT OF DWELLING HOUSES AND OTHER STRUCTURES AND THE MAINTENANCE THEREOF:

A. MINIMUM LIVING SPACE AREAS:

1.) Dwellings constructed after the date of these Covenants on any lot in the Subdivision shall not exceed the height hereafter stated and shall have the stated minimum square footages of living space, exclusive of porches (whether or not enclosed by screens or otherwise), breeze ways, terraces, garages, car ports and other buildings. All dwellings now constructed and occupied are exempt from these provisions provided that any such dwelling if repaired or replaced must continue to comply with these requirements to the extent currently complied with.

2.) The ground floor area of the main structure, exclusive of one-story open porches, breeze ways, garage, and basement, shall not be less than two thousand (2,000) square feet for a one-story dwelling. If more than one (1) story, there shall be a minimum of one thousand two hundred fifty (1,250) square feet on the ground floor. No minimum shall apply above the first story. However, the dwelling if more than one (1) story shall have a total of at least two thousand (2,000) square feet, exclusive of open porches, breeze ways, garage, and basement.

3.) An attached garage shall be provided which contains at least six hundred (600) square feet.

4.) An outbuilding may be permitted if approved by the Architectural Committee. The outbuilding shall be architecturally compatible with the dwelling on the lot. No outbuilding may be used as a dwelling, whether temporarily or permanently.

5.) The Architectural Committee may allow variances in square footage requirements or limitations where the size and nature of the dwelling and improvements will be otherwise compatible with the dwellings in the subdivision. This may be increased or decreased in footage.

B. SET-BACK REQUIREMENTS: Except as may be otherwise provided in these Covenants or on the Plat, no dwelling house or above grade structure shall be constructed or placed on any lot in the subdivision nearer to any lot line than thirty (30) feet.

C. FENCES OR WALLS: 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 Committee, 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 cases, the Architectural Committee shall determine the size, location, material, height, and composition of the fence, wall, or other enclosure. Underground invisible dog fences or barriers are permitted. No chain link fences shall be allowed.

D. CONSTRUCTION MATERIALS:

1.) The finished exterior of every dwelling building constructed or placed on any numbered lot in the Subdivision shall be of brick, stone, fiber/cement board, stucco, and/or wood, on that portion of the dwelling that faces the street. The sides and rear of the finished dwelling and the garage may be of brick, stone, wood, or vinyl siding. Tar paper roll brick siding, or any other similar material, may not be used. No building shall have aluminum siding although aluminum may be used for soffits, gutters, and incidental purposes without the written approval of the Architectural Committee.

2.) The dwelling on any lot shall be of standard construction materials or goods. Mobile homes, prefabricated homes, modular homes, or transportable homes are not allowed to be permanently or temporarily placed in the Subdivision.

E. DILIGENCE IN CONSTRUCTION OR INSTALLATION: The exterior of every building whose construction or placement on any numbered lot in the Subdivision is begun shall be completed within twelve (12) months after the beginning of such construction or placement, unless prevented by weather or Act of God or because of the size or nature of the construction project. 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. Construction is deemed to begin when any work, including excavation, is undertaken.

F. PROHIBITION OF USED STRUCTURES: All structures constructed or placed on any numbered lot in the Subdivision shall be new. No used structures shall be relocated or placed on any such lot, except to the discretion of the Architectural Committee.

G. MAINTENANCE OF LOTS AND IMPROVEMENTS: The owner of each lot in the Subdivision shall at all times maintain the 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:

1.) Mow said lot at such times as may be reasonably required in order to prevent grass of an excessive height or the unsightly growth of vegetation and noxious weeds thereon and, in all events, grass and weeds shall not exceed a general height of eight (8) inches, unless where a board of a wooded area.

- 2.) Remove all debris or rubbish from said 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 and remove dead, dangerous, or diseased trees from said lot where located within the required front yard set-back or at other locations where liable to fall upon neighboring property.
- 5.) Keep the exterior of all improvements constructed on said lot in such a state of repair or maintenance as to avoid their becoming unsightly.
- 6.) Keep and maintain driveways, entranceways and parking areas following the initial occupancy of a dwelling.

H. DIRT: No dirt shall be removed from the Subdivision without the approval of the Architectural Committee. Should any lot owner have dirt to be removed from the lot, it shall be located at such owner's expense to another location within the Subdivision approved or designated by the Architectural Committee.

I. 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 Covenants, and which may be relevant to these Covenants, the Hunter Estates Homeowners Association (described in paragraph 6) 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 (if any) conform to the requirements of these Covenants. The cost, therefore, to the Association shall be added to and become an Individual Lot Assessment to the owner of the lot involved, 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 hereunder.

3. GENERAL PROHIBITIONS:

A. IN GENERAL: No noxious, excessively loud, or offensive activities shall be carried on any lot in the Subdivision, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Subdivision.

B. SIGNS: No sign of any kind other than address signage shall be displayed to the public view on any lot except one (1) professional or home occupation sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during construction and sales period.

C. GARBAGE AND REFUSE DISPOSAL: 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 a clean and sanitary condition. All lots shall be kept in good and neat appearance, including, but not limited to, cutting grass and weeds, removing all garbage, rubbish, and litter, and removing dead or diseased trees.

D. RESTRICTIONS ON TEMPORARY STRUCTURES: No temporary house, trailer, garage, or other outbuilding shall be placed or erected on any lot, but this shall not prohibit reasonable construction vehicles or trailers during the course of construction.

E. PARKING AND VEHICLES: Trucks, boats, trailers, motorized recreational vehicles, attachable vans, mobile campers, or similar equipment may be kept in the subdivision provided a permanent off-street, fully enclosed shelter (attached garage or other building permitted) is provided for its housing therein and that such equipment is not kept outside for a period exceeding 72 continuous hours. The only exception to this Restriction will be allowed when trucks or storage equipment are necessary and utilized during building construction or contemporaneous moving in and out of a residence. No such items are to be parked or kept on Hunter Road unless consistent with rules approved by the Hunter Estates Homeowners Association.

F. INSTALLATION OF UTILITY SERVICES:

1.) All utility lines and apparatus provided to or in the Subdivision, including, but not necessarily limited to, water, sewer, and gas pipes, telephone, cablevision, community antenna services, fiber cable, and power lines and conduits, shall be buried below ground, except utility pedestals and transformers required to be above ground.

2.) Each dwelling located in the Subdivision shall have and maintain a lawful sanitation or septic system as approved by applicable authorities including, but not necessarily limited to, Adams County and the Adams County Health Department. In addition to any other means of enforcement, this obligation may be enforced by the County of Adams or the Adams County Health Department which are hereby declared to be third party beneficiaries of this covenant.

4. EASEMENTS:

A. GENERALLY: Easements for the benefit of the Subdivision or lots are as established of record including, but not necessarily limited to, those earlier referenced and those set forth on any applicable plat. The use and enjoyment of easements shall not be interfered with.

B. UTILILTIES:

1.) No building, structure, planting, or other improvement shall be placed or permitted to remain which may damage or interfere with the installation and maintenance

of utilities. Should any such items be located in the easement, it may be removed as necessary for the use of the easement.

2.) "Utilities" for purposes hereof shall include, but not be limited to, water, sewer, gas, electric, cablevision, community antenna, fiber optic, and similar services provided to lots and any pipelines, conduits, wires, pedestals, transformers, or other items and accessories necessary to conduct or provide such utilities. Utilities do not necessarily have to be public utilities.

3.) All utility lines and apparatus provided to or in the Subdivision including, but not necessarily limited to, water, sewer, and gas pipes, telephone, cablevision and power lines, and conduits, shall be buried below ground, except utility pedestals, transformers, or items which by their nature are required to be above ground. No antenna, satellite disc or dish, or similar television, radio, or other wave reception apparatus or wires shall be installed within set-back lines in a rear yard but may be attached to the residence where not visible from the street.

C. ROADWAY PURPOSES:

1.) By virtue of the easements referenced in the introductory paragraphs and the various plats of Hunter Estates, easements exist for roadway purposes. The roadway is commonly referred to as Hunter Road. The roadway and appurtenances remain private and an appurtenance to the lots.

2.) So long as reasonable ingress and egress is afforded to the lots, Hunter Estates Homeowners Association may establish and enforce reasonable and uniformly applicable rules and regulations relating to the roadway and appurtenances. This may include, but not limited to, parking rules.

3.) Hunter Estates Homeowners Association is authorized and empowered for and on behalf of the owners of the Lots to operate, maintain, repair, and replace Hunter Road and related improvements.

5. ARCHITECTURAL CONTROL AND RELATED PROVISIONS:

A. GENERALLY: No building shall be erected, placed, or altered on any lot until the construction plans and specifics and a plan showing the location of the structure have been approved by the Architectural 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 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 Architectural Committee is also authorized to provide interpretation of these covenants for the benefit of the Subdivision. This authority only applies with respect to the exterior of buildings or improvements.

B. SELECTION:

1.) The Architectural Committee shall consist of three (3) members selected by the affirmative vote or action of a majority of the members of the Hunter Estates Homeowners Association and not merely a majority of quorum.

2.) Members may but are not required to be officers or directors of the Association. Members of the Architectural Committee need not be members of the Association. No member may reside in the same household as another member.

3.) Members shall be selected for terms of three (3) years, with membership terms staggered so the term of one (1) member expires each year. Selection shall be made at the annual meeting of the Association. No member may serve more than six (6) consecutive years.

4.) Members may be removed by the affirmative vote or action of two-thirds (2/3rds) of the members of the Association.

5.) Vacancies are to be filled by the Association President until the next annual meeting of the Association or a special meeting called for that purpose.

6.) Any member may attend meetings of the Architectural Committee. While notice to members may be given, notice is not required to be given to members.

C. PROCEDURES: The approval or disapproval as required in the Covenants shall be in writing. In the event the Architectural Committee fails to approve or disapprove any plans or specifications within thirty (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, approval will not be required and the related covenants shall be deemed to have been fully complied with.

D. LIABILITY OF COMMITTEE, ETC.: Neither the Architectural Committee nor any member or agent thereof, nor the Declarants, 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.

6. THE HUNTER ESTATES HOMEOWNERS ASSOCIATION:

A. IN GENERAL: There has been or will be created under the laws of the State of Illinois, a non-for-profit corporation known as the "Hunter Estates Homeowners Association," which is sometimes herein referred to as the "Association". Every owner who acquires and holds title (legal or equitable) to any Lot in the Subdivision shall be a member of the Association, provided that if there are multiple owners of any lot, there still shall be only one (1) vote for such lot as provided by the Bylaws of the Association. The foregoing provision providing that that owners of lots are 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 contract vendors, or on behalf of creditors. However, if such person should realize upon such persons' security and become the real owner of a lot, the party will then be subject to all the requirements and limitations imposed in these Covenants on owners of residential 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.

B. PURPOSES OF THE HUNTER ESTATES HOMEOWNERS ASSOCIATION: The general purposes of the Association in addition to such others as determined by the Association are:

- 1.) To promote the Subdivision as a residential area;
- 2.) To provide a means whereby any roadways, easements, appurtenances, or amenities within the Subdivision as may be maintained by, managed by, conveyed to, or established by the Association may be operated, maintained, repaired and replaced, such roadway expressly including Hunter Road and related easements.
- 3.) To provide for the operation, maintenance, repair, and replacement of streetlights, entrance or other signage, fencing, and other amenities within or about the Subdivision for the general benefit of residents;
- 4.) To provide a means for the promulgation and enforcement of all regulations necessary to the governing of the use and enjoyment of the Subdivision amenities; and,
- 5.) To promote the collective and individual interests and rights of residents and Association members.

C. POWER OF ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS:

- 1.) The Association shall have all of the powers set forth 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 charges or assessments (herein "charge" or "charges") against the members of the Association. As among members, the annual charge or charges shall be uniform. Special charges shall relate to individual lots. It is recognized that general services, such as Hunter Road, improvements relating to the roadway, street lighting, signage, and landscaping on roadways apply to the entire Subdivision. Charges are imposed irrespective of whether a residence has been constructed on the lot.
- 2.) No charge shall ever be levied against the Association itself, or any corporation that may be created to acquire title to and operate services to the Subdivision.
- 3.) No charge or assessments shall be assessed against Declarant Klausers as to that portion of Tract #4 (earlier described) until such time as subject to these Covenants as provided in Paragraph 7(D) (Balance of Tract #4).

4.) Charges shall apply effective for the calendar year 2021, with payment due by February 15th each year unless the Association otherwise provides. However, no charges shall apply to those owners of Lots who contributed to the 2020 road improvements. Charges shall apply to all Lots beginning in 2022.

5.) There shall be three (3) categories of charges assessed generally to members (and lot owners):

a.) There shall be an annual charge for annual operating expenses and to establish a reserve. The annual operating expenses of the Association include things such as roadway maintenance, street lighting, street cleaning, snow removal, landscaping, and general maintenance, as well as the Association's administrative expenses or costs. The reserve will provide for the major repair or replacement of the roadway, amenities, or other improvements belonging to the Association and for extraordinary or emergency purposes. The initial annual charge shall be Five Hundred Dollars (\$500.00) for each Lot. The charge is generally known as the "Annual Operating and Reserve Charge." Any part of the charge not used for annual purposes will be retained in the Association's reserve.

b.) There may be special assessments as needed for specific and identified purposes of the Association. This charge is to be known as a "Special Assessment." These will be assessed uniformly and paid as determined by the Association.

c.) Individual assessments may be made with respect to individual lots consistent with these Covenants or the Association Articles of Incorporation or Bylaws. As an example, individual assessments are permitted where the Association is required to perform maintenance associated with an individual Lot (see Paragraph 2(I) (Association's Right to Perform Maintenance)) or the Association is required to incur legal expenses or other costs in the enforcement of these Covenants. Such an assessment is known as an "Individual Lot Assessment."

6.) Assessments shall be approved as follows:

a.) The Annual Operating and Reserve Charge may only be increased or decreased only if approved by the affirmative action of two-thirds (2/3rds) of the then owners of Lots entitled to vote. Affirmative action considers all Lots and not merely those owners voting on the matter.

b.) Special Assessments applicable to all Lots must be approved by the Board of Directors and, also, by the affirmative action of two-thirds (2/3rds) of the then owners of Lots. The maximum amount of a Special Assessment or of multiple Special Assessments allowed during any sequential three (3) calendar year period is a cumulative total of One Thousand Five Hundred Dollars (\$1,500.00). This limitation shall increase by the same rate as Social Security benefits are increased each year beginning with the year following approval of these Covenants. Nothing in these Covenants precludes unanimous approval by all then owners of Lots of any Special Assessment beyond or in addition to these limitations. Again, affirmative action considers all Lots entitled to vote and not merely those owners voting on the matter.

c.) Individual Lot Assessments may be made by the Board of Directors whenever circumstances warrant consistent with these Covenants.

7.) Billing:

a.) The Annual Operating Charge and Annual Reserve Charge shall be paid by the member of the Association within thirty (30) days after billing by the Association.

b.) Any Special Assessments shall be billed and due as provided for in the approval of the assessment. However, absent a bona fide emergency, not less than ninety (90) days shall be afforded to pay Special Assessments.

c.) Any Individual Lot Assessment shall be paid by the member of the Association within thirty (30) days after billing.

8.) 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 or lots owned by the persons owing such charge or charges and shall remain a lien against said lot or lots until paid in full, together with interest as is hereinafter provided and other charges or costs which 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 post-judgment interest rate then 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 procedures, 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 legal action is instituted, be obligated to pay any expenses or costs, including attorneys' fees, incurred by the Association in collecting the same. Every person who shall become the owner of any lot subject to these Covenants, whether such ownership is 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 Covenants.

9.) Nothing precludes members from making voluntary contributions to the Association. Such contributions do not constitute advance payments of charges or assessments.

D. SUSPENSION OF PRIVILEGES OF MEMBERSHIP: 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:

1.) For any period during which any Association charge owed by the member or associate member remains unpaid; and,

2.) During the period of any continuing violation of the restrictive covenants for the Subdivision, after the existence of the violation shall have been declared by the Board of Directors of the Association; and,

2.) Because of any violation of the By-laws or Rules of the Association.

7. **DURATION:**

A. RUN WITH LAND: These Covenants shall run with the land and shall be binding on the Declarants and all persons claiming under them for a period of twenty-five (25) years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of five (5) years unless two-thirds (2/3rds) of the then owners of the lots sign and record an instrument revoking, altering or otherwise changing said Covenants in whole or in part. At any time, four-fifths (4/5ths) of the then owners of the lots may sign and record an instrument revoking, altering, or otherwise changing said Covenants in whole or in part. The said instrument of written consent shall be recorded with the Office of Recorder of Deeds, Adams County, Illinois.

B. LOT OWNERS: In determining the "then owners of the lots," each individual lot shall have a single right or vote on matters. If there are multiple owners of a lot, whether as joint tenants, tenants in common, tenants by entirety, or otherwise, a majority in interest shall exercise the right of the lot. If there are two (2) owners or titleholders 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 or instrument conveying such lot shall exercise the right.

C. CONSOLIDATION OR REDIVSION: Where lots are consolidated, the number of lots shall be deemed reduced. Where lots are redivided so as to create a new lot, the new lot shall be considered a distinct lot for all purposes under this Covenants.

D. BALANCE OF TRACT #4: A part of Klauser Tract #4 consists of lots but the balance of said Tract #4 has not been subdivided although improved with a pole barn. Tract #4 will be treated as a single lot for purposes of these Covenants including charges or assessments and, except for the pole barn the location of which has been approved, is otherwise subject to these Covenants. Upon the further subdividing of Klauser Tract #4, any lots thereby established shall be subject to and treated as lots subject to these Covenants and unsubdivided portion continue to be treated as a single lot. Charges and assessments on additional lots shall apply effective the January 1st following the subdivision.

8. **ENFORCEMENT:**

A. RIGHT TO PROCEED: The Hunter Subdivision Homeowners Association or any party to whose benefit these Covenants inure, including the Declarants, their successors and assigns, and lot owners, 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 without bond to enforce the observance of these Covenants 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 Covenants. However, neither the Declarants 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.

B. 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 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.

C. SEVERABILITY: Invalidation of any one (1) of these Covenants by judgment or court order shall in no wise affect any of the other provisions or their enforcement which shall remain in full force and effect.

9. EFFECT OF OWNER'S ACCEPTANCE OF DEED, ETC.: The Owner of any lot subject to these Covenants, by acceptance of a deed conveying title thereto, 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 and agreement herein contained. Further, that by acceptance of such deed or execution of such contract, such persons do acknowledge the rights and powers of the Declarant and of the Association with respect to these Covenants, and also, for themselves, their heirs, personal representatives, successors, and assigns, they do covenant and agree and consent to and with the Declarant, the Association, and to and with the grantees and subsequent owners of each of the lots affected by these Covenants to keep, observe, comply with, and perform such Covenants and agreements. These Covenants do not impact the rights of any holder of an existing mortgage or lien of record as of the recording of these Covenants.

10. TITLES, ETC.: The titles preceding the various paragraphs and subparagraphs of the Covenants are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Covenants. Whenever and wherever applicable, the singular form of any work 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.

IN WITNESS WHEREOF, Declarants have duly executed this Declaration of Covenants, Conditions, Easements, and Covenants the day and year first above written.

[SIGNATURES FOLLOW ON NEXT PAGES]

DECLARANT

DAVID G. KLAUSER
(Tract #4 and Tract "K")

David G. Klauser
David G. Klauser

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, *Brandi Griswold*, a Notary Public in and for said County and State aforesaid, do hereby certify that DAVID G. KLAUSER, personally known to me to be the same persons whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said individual signed, sealed and delivered the said instrument as said individual's free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this *28th* day of *April* 2021.

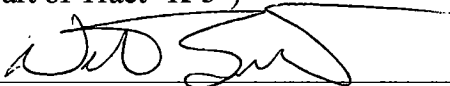
(Seal)

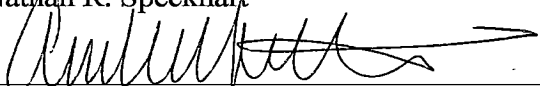
Brandi Griswold
Notary Public



DECLARANTS

NATHAN R. SPECKHART and AMBER S. SPECKHART
(Part of Tract "K-3")



Nathan R. Speckhart


Amber S. Speckhart

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)
) SS.
COUNTY OF ADAMS)

I, Dorothy M. Smith, a Notary Public in and for said County and State aforesaid, do hereby certify that NATHAN R. SPECKHART and AMBER S. SPECKHART, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 10th day of May, 2021.

(Seal) ~~~~~
"OFFICIAL SEAL"
DOROTHY M. SMITH
Notary Public, State of Illinois
My Commission Expires 01/03/23
~~~~~

Dorothy M. Smith  
\_\_\_\_\_  
Notary Public

DECLARANTS

TRAVIS C. MOORE and HAYLEY K. MOORE  
(Lot 3 and Part of Tract "K-3")

[Signature]  
Travis C. Moore

[Signature]  
Hayley K. Moore

ACKNOWLEDGEMENT

STATE OF ILLINOIS        )  
                                          )        SS.  
COUNTY OF ADAMS        )

I, Kassi R. Seifert, a Notary Public in and for said County and State aforesaid, do hereby certify that TRAVIS C. MOORE and HAYLEY K. MOORE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 11<sup>th</sup> day of May, 2021.



[Signature]  
Notary Public

DECLARANTS

DANIEL P. SHELTS and SARA S. SHELTS

(Lot 4)

D.P.S.  
Daniel P. Shelts

Sara S. Shelts  
Sara S. Shelts

ACKNOWLEDGEMENT

STATE OF ILLINOIS     )  
                                          )  
COUNTY OF ADAMS    )     SS.

I, Brandi Griswold, a Notary Public in and for said County and State aforesaid, do hereby certify that DANIEL P. SHELTS and SARA S. SHELTS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 30<sup>th</sup> day of April, 2021.

(Seal)

Brandi Griswold  
Notary Public



DECLARANTS

JASON D. CARPENTER and KAYLA R. CARPENTER  
(Lot 5)

[Signature]  
Jason D. Carpenter

[Signature]  
Kayla R. Carpenter

ACKNOWLEDGEMENT

STATE OF ILLINOIS        )  
                                          )        SS.  
COUNTY OF ADAMS        )

I, Diane C Carpenter, a Notary Public in and for said County and State aforesaid, do hereby certify that JASON D. CARPENTER and KAYLA R. CARPENTER, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 4 day of May, 2021.

(Seal)



[Signature]  
Notary Public  
Commission 563498

DECLARANTS

RICKEY L. RETTKE, JR., and TRISHA E. RETTKE  
(Lot 6)

*Rickey L. Rettke, Jr.*  
Rickey L. Rettke, Jr.

*Trisha E. Rettke*  
Trisha E. Rettke

ACKNOWLEDGEMENT

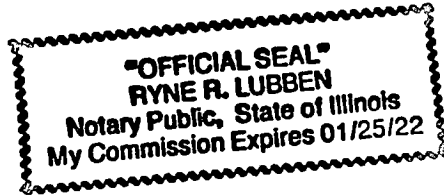
STATE OF ILLINOIS            )  
                                          )        SS.  
COUNTY OF ADAMS         )

I, *Ryne R. Lubben*, a Notary Public in and for said County and State aforesaid, do hereby certify that RICKEY L. RETTKE, JR., and TRISHA E. RETTKE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this *2<sup>nd</sup>* day of *May*, 2021.

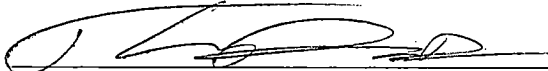

(Seal)

*R. R. Lubben*  
Notary Public



DECLARANTS

THOMAS E. DAMON and LAUREN S. DAMON  
(Lot 7)

  
\_\_\_\_\_  
Thomas E. Damon  
  
\_\_\_\_\_  
Lauren S. Damon

ACKNOWLEDGEMENT

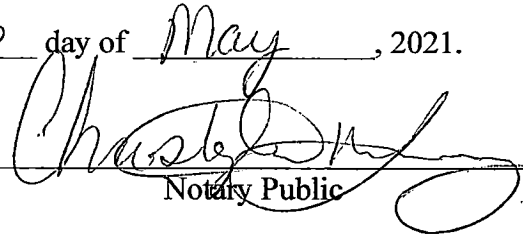
STATE OF ILLINOIS        )  
                                          )        SS.  
COUNTY OF ADAMS        )

I Christopher M. Lynn, a Notary Public in and for said County and State aforesaid, do hereby certify that THOMAS E. DAMON and LAUREN S. DAMON, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 3 day of May, 2021.

(Seal)



  
\_\_\_\_\_  
Notary Public

DECLARANTS

ROBERT R. AYERS, JR. and ROBIN L. AYERS  
(Lot 8)

Robert R. Ayers, Jr.  
Robert R. Ayers, Jr.

Robin L. Ayers  
Robin L. Ayers

ACKNOWLEDGEMENT

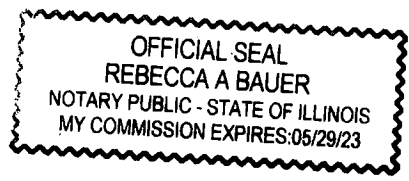
STATE OF ILLINOIS        )  
                                  )        SS.  
COUNTY OF ADAMS        )

I, Rebecca A. Bauer, a Notary Public in and for said County and State aforesaid, do hereby certify that ROBERT R. AYERS, JR. and ROBIN L. AYERS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28 day of April, 2021.

(Seal)

Rebecca A. Bauer  
Notary Public



DECLARANTS

ERIC L. WEECH and AMY JO WEECH  
(Outlot "A-1R")

*Eric L. Weech*  
Eric L. Weech

*Amy Jo Weech*  
Amy Jo Weech

ACKNOWLEDGEMENT

STATE OF ILLINOIS        )  
                                          )        SS.  
COUNTY OF ADAMS        )

I, *Tracy G. Shinn*, a Notary Public in and for said County and State aforesaid, do hereby certify that ERIC L. WEECH and AMY JO WEECH, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this *3<sup>rd</sup>* day of *May*, 2021.

(Seal)

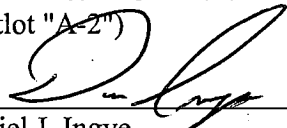


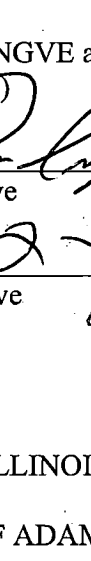
*Tracy G. Shinn*  
Notary Public



DECLARANTS

DANIEL J. INGVE and NANCY L. INGVE  
(Outlot "A-2")

  
\_\_\_\_\_  
Daniel J. Ingve

  
\_\_\_\_\_  
Nancy L. Ingve

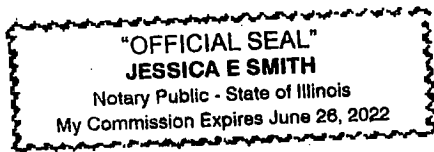
ACKNOWLEDGEMENT

STATE OF ILLINOIS     )  
                                  )     SS.  
COUNTY OF ADAMS    )

I, Jessica E. Smith., a Notary Public in and for said County and State aforesaid, do hereby certify that DANIEL J. INGVE and NANCY L. INGVE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 5 day of May, 2021.

(Seal)



Jessica E. Smith.  
\_\_\_\_\_  
Notary Public

DECLARANTS

TREVOR B. FRIYE and APRIL M. FRIYE  
(Outlot "A-3")

Trevor B. Friye  
Trevor B. Friye

April M. Friye  
April M. Friye

ACKNOWLEDGEMENT

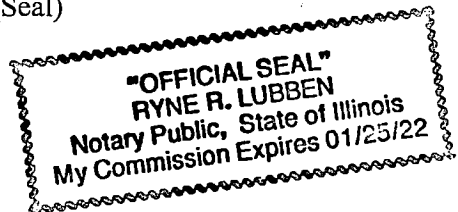
STATE OF ILLINOIS     )  
                                          )  
COUNTY OF ADAMS     )

SS.

I, Ryne R. Lubben, a Notary Public in and for said County and State aforesaid, do hereby certify that TREVOR B. FRIYE and APRIL M. FRIYE, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 2nd day of May, 2021.

(Seal)




Ryne R. Lubben  
Notary Public

DECLARANTS

MATTHEW A. LOOS and JESSICA A. LOOS  
(Outlot "A-4")

  
\_\_\_\_\_  
Matthew A. Loos

  
\_\_\_\_\_  
Jessica A. Loos

ACKNOWLEDGEMENT

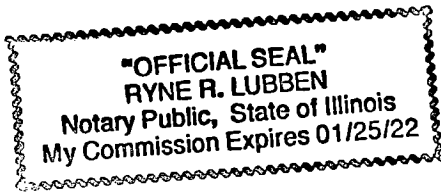
STATE OF ILLINOIS        )  
                                          )       SS.  
COUNTY OF ADAMS        )

I, Ryne R Lubben, a Notary Public in and for said County and State aforesaid, do hereby certify that MATTHEW A. LOOS and JESSICA A. LOOS, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 2<sup>nd</sup> day of May, 2021.

(Seal)

  
\_\_\_\_\_  
Notary Public



DECLARANTS

RICHARD W. SELSOR, JR., and TAMARA LEA SELSOR  
(Tract #9)

Richard W. Selsor, Jr.  
Richard W. Selsor, Jr.

Tamara Lea Selsor  
Tamara Lea Selsor

ACKNOWLEDGEMENT

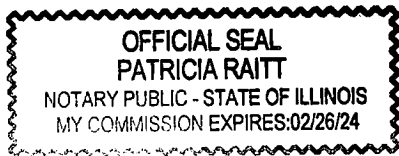
STATE OF ILLINOIS     )  
                                          )     SS.  
COUNTY OF ADAMS     )

I, Patricia L. Raitt, a Notary Public in and for said County and State aforesaid, do hereby certify that RICHARD W. SELSOR, JR., and TAMARA LEA SELSOR, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal, this 28 day of April, 2021.

(Seal)

Patricia Raitt  
Notary Public



## EXHIBIT A

### Protective Covenants of 2009 Real Estate and Easements

#### Tract 1:

Being a part of the Southeast Quarter and Northeast Quarters of Section 21, Township 1 South, Range 8 West of the 4th P.M., Adams County, Illinois, and being more particularly described as follows: Commencing, as a point of reference, at the Southeast Corner of the Southeast Quarter of said Section 21; thence South  $89^{\circ} 48' 38''$  West 1494.91 feet along the South line of said Southeast Quarter; thence North  $08^{\circ} 54' 27''$  East 389.93 feet along the centerline of a 66 foot roadway easement; thence North  $10^{\circ} 00' 42''$  East 314.77 feet along the centerline of a 66 foot roadway easement; thence North  $11^{\circ} 05' 52''$  East 530.38 feet along the centerline of a 66 foot roadway easement to the point of beginning of the following described tract of land; thence North  $53^{\circ} 38' 01''$  West 734.90 feet; thence South  $29^{\circ} 35' 22''$  West 209.29 feet; thence North  $59^{\circ} 54' 07''$  West 590.67 feet to a point on an existing property line fence; thence North  $33^{\circ} 16' 56''$  East 80.70 feet along an existing fence line to an existing iron pipe; thence North  $31^{\circ} 09' 41''$  East 136.60 feet along an existing fence line to an existing iron pipe; thence North  $23^{\circ} 59' 02''$  East 366.71 feet along an existing fence line to an existing iron pipe; thence North  $54^{\circ} 41' 19''$  East 612.4 feet along an existing fence line to an existing iron pipe; thence North  $54^{\circ} 08' 50''$  East 366.45 feet along an existing fence line to an existing iron pipe; thence South  $29^{\circ} 34' 52''$  East 245.38 feet along an existing fence line to an existing iron pipe lying on the North line of said Southeast Quarter; thence South  $07^{\circ} 49' 50''$  East 953.53 feet; thence South  $12^{\circ} 25' 04''$  West 491.43 feet along the centerline of a 66 foot roadway easement to the point of beginning, containing 27.54 acres, more or less, all as more particularly shown on Plat of Survey prepared by David R. Wolfe, Illinois Registered Land Surveyor #35-2341, dated October 6, 2004, and recorded November 9, in Book 704 at Page 13855, in the Office of the Adams County Recorder of Deeds.

#### Tract 2

Being a part of the Southeast Quarter of Section 21, Township 1 South, Range 8 West of the 4th P.M., Adams County, Illinois, and being more particularly described as follows: Commencing, as a point of reference, at the Southeast Corner of the Southeast Quarter of said Section 21; thence South  $89^{\circ} 48' 38''$  West (assumed bearing for this description) 1494.91 feet along the South line of said Southeast Quarter; thence North  $08^{\circ} 54' 27''$  East 389.93 feet along the centerline of a 66 foot roadway easement; thence North  $10^{\circ} 00' 42''$  East 314.77 feet along said centerline; thence North  $11^{\circ} 05' 52''$  East 530.38 feet along the centerline of a 66 foot roadway easement; thence North  $12^{\circ} 25' 04''$  East 491.43 feet along the centerline of a 66 foot roadway easement to the point of beginning of the following described tract of land; thence North  $88^{\circ} 10' 17''$  East 1133.68 feet to a point on the East line of said Southeast Quarter; thence North  $01^{\circ} 17' 30''$  West 912.62 feet to the Northeast Corner of the Southeast Quarter of said Section 21;

thence South 89° 49' 09" West 1242.45 feet along the North line of said Southeast Quarter to an existing iron pipe; thence South 07° 49' 50" East 953.53 feet to the point of beginning, containing 25.35 acres, more or less, all as more particularly shown on Plat of Survey prepared by David R. Wolfe, Illinois Registered Land Surveyor #35-2341, dated October 6, 2004, and recorded November 9, in Book 704 at Page 13855, in the Office of the Adams County Recorder of Deeds.

**TOGETHER WITH THE FOLLOWING DESCRIBED THREE EASEMENTS APPURTENANT:**

- A. EASEMENT A. A perpetual nonexclusive easement for (i) ingress and egress over and (ii) installation and maintenance of underground utilities under the following described property:

The East 33 feet of the following described real estate called "Tract 1":

Tract 1

Being a part of the Southwest and Southeast Quarters of Section 21, Township 1 South, Range 8 West of the 4th P.M., Adams County, Illinois, and being more particularly described as follows: Commencing, as a point of reference, at the Southeast Corner of the Southeast Quarter of said Section 21; thence South 89° 48' 38" West (assumed bearing for this description) 1494.91 feet along the South line of said Southeast Quarter to the point of beginning of the following described tract of land; thence North 08° 54' 27" East 389.93 feet along the centerline of a 66 foot roadway easement; thence North 10° 00' 42" East 314.77 feet along said centerline; thence North 11° 05' 52" East 530.38 feet along the centerline of said roadway easement; thence North 53° 38' 01" West 734.90 feet; thence South 29° 35' 22" West 209.29 feet; thence South 29° 15' 21" West 880.17 feet; thence North 57° 02' 44" West 376.63 feet; thence North 64° 39' 56" West 195.20 feet to a point on the centerline of Cannonball Road as now established; thence South 21° 56' 45" West 47.77 feet along said centerline; thence South 19° 29' 48" West 49.18 feet along said centerline; thence South 18° 01' 52" West 48.55 feet along said centerline; thence South 17° 32' 17" West 46.51 feet along said centerline; thence South 16° 46' 02" West 154.90 feet along said centerline; thence South 14° 43' 05" West 88.39 feet along said centerline; thence South 12° 42' 43" West 94.45 feet along said centerline; thence South 09° 28' 35" West 98.46 feet along said centerline; thence South 07° 27' 09" West 110.81 feet along said centerline; thence South 08° 27' 40" West 96.92 feet along said centerline; thence South 09° 07' 37" West 91.21 feet along said centerline; thence South 09° 13' 23" West 100.68 feet along the centerline of Cannonball Road as now established to a point on the South line of the Southwest Quarter of said Section 21; thence North 89° 08' 18" East 349.63 feet to the Southwest Corner of the Southeast Quarter of said Section 21 as monumented, recognized and used by prior surveys; thence North 89° 48' 38" East 1277.64 feet along the South line of said Southeast Quarter to the point of beginning, containing 43.54 acres, more or less.

- B. EASEMENT B. A perpetual nonexclusive easement for (i) ingress and egress over and (ii) installation and maintenance of underground utilities under the following described property:

The West 33 feet of the following described real estate called "Tract 2":

Tract 2

Being a part of the Southeast Quarter of Section 21 and a part of the Southwest Quarter of the Southwest Quarter of Section 22, Township 1 South, Range 8 West of the 4<sup>th</sup> P.M., Adams County, Illinois, and being more particularly described as follows: Beginning at the Southeast Corner of the Southeast Quarter of said Section 21; thence South 89° 48' 38" West (assumed bearing for this description) 1494.91 feet along the South line of said Southeast Quarter; thence North 08° 54' 27" East 389.93 feet along the centerline of a 66 foot roadway easement; thence North 10° 00' 42" East 314.77 feet along said centerline; thence North 11° 05' 52" East 530.38 feet along said centerline; thence North 12° 25' 04" East 491.43 feet along the centerline of a 66 foot roadway easement; thence North 88° 10' 17" East 1133.68 feet to a point on the East line of the Southeast Quarter of said Section 21; thence South 01° 17' 30" East 407.32 feet to the Quarter Quarter corner; thence North 88° 33' 19" East 981.88 feet along the North line of the Southwest Quarter of the Southwest Quarter to an existing iron bar at the Westerly right of way line of Illinois Route #336 as now established; thence South 20° 17' 27" West 156.83 feet along said right of way line; thence South 20° 41' 39" West 206.18 feet along said right of way line; thence South 02° 14' 16" East 141.16 feet along said right of way line; thence South 06° 39' 29" West 309.23 feet along said right of way line; thence South 29° 47' 04" West 253.18 feet along said right of way line; thence South 51° 39' 29" West 233.24 feet along said right of way line; thence South 20° 41' 39" West 195.85 feet along said right of way line to a point on the South line of the Southwest Quarter of said Section 22; thence South 88° 49' 20" West 416.41 feet to the point of beginning, containing 75.06 acres, more or less.

- C. EASEMENT C. A nonexclusive easement for the installation and maintenance of underground utilities under the following described real estate:

The South 25 feet of real estate called "Tract 1" and described hereinabove.