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2021R-06567

RYAN A. NIEKAMP

ADAMS COUNTY CLERK/RECORDER

ADAMS COUNTY, ILLINOIS

RECORDED ON

07/08/2021 08:59 AM

RECORDING FEE	32.00
RHSP HOUSING FEE	9.00
COUNTY GIS	29.00
RECORDER GIS	1.00

**2021 AMENDMENT TO PROTECTIVE COVENANTS AND HOMEOWNERS
ASSOCIATION SUNRISE HILL SUBDIVISION**

(Removal of Builder Restrictions in Paragraph 7)

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 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 and the Amendment recorded December 10, 2002 at Book 610 Page 16208 in the Office of the Recorder of Deeds of Adams County, Illinois (hereinafter the "Protective Covenants") .

RECITALS

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

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

WHEREAS, the owner of Lot 18 (George H. Haxel Trust) has been asked to sell Lot 18 for the purpose of the constructing a single family residence, however the prospective buyer of Lot 18 does not wish to utilize Tom Stupavsky d/b/a Tom Stupavsky Construction to build said single family residence;

WHEREAS, the Protective Covenants at paragraph 7 currently states as follows:

7. No building of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by Thomas E. Stupavsky, the developer of the real estate, d/b/a Tom Stupavsky Construction, or George H. Haxel, one of the Declarants herein, as to quality of workmanship and materials, harmony of external design with existing structures, compliance with these Covenants, and location of improvements with respect to topography and finish grade elevation.

The developer shall be the exclusive builder of all buildings, structures or improvements of any type or kind, unless permission is granted by the developer or the Declarants to use another builder or builders.

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, as set forth below:

26. These restrictions and covenants herein shall run with the land and be a charge upon the real estate herein described, and shall be binding upon the parties hereto and all persons claiming under, by and through them. Except for the provisions of §§24 and 25 above, these covenants shall extend for a period of 40 years from the date of these restrictions and covenants and shall be automatically extended thereafter for successive periods of five years unless said covenants are changed by agreement of a majority of the then owners of the above-described real estate. One vote shall be allotted to each of the lots in Sunrise Hill Subdivision for such purpose. The covenants stated in §§24 and 25 shall have the same duration as other covenants, provided that such covenants cannot be amended by the majority without the prior written consent of the Adams County Health Department or its successor.

and

WHEREAS, the majority of the owners of the Lots in Sunrise Hill Subdivision, specifically being those that signed below, agree that the restriction in Paragraph 7 of the Protective Covenants requiring Tom Stupavsky d/b/a Tom Stupavsky Construction to be the exclusive builder for Sunrise Hill Subdivision is no longer necessary. Further, a majority of the owners agree that removing from the Protective Covenants the requirement that Tom Stupavsky Construction build the structures in Sunrise Hill 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 7 of the Protective Covenants is stricken and replaced with the following:

No building of any type or kind may be constructed or placed on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the majority of the then owners of the above described real estate as to the quality of workmanship and materials, harmony of external design with existing structures, compliance with these Covenants, and location of improvements with respect to topography and finish grade elevation. The approval of Thomas E. Stupavsky as developer of the real estate, is no longer necessary or required. Thomas E. Stupavsky shall not be required to be the exclusive builder of structures or improvements of any kind on the Lots subject to these Protective Covenants. **The owners of the lots in Sunrise Hill subdivision may use any builder they chose so long as the construction plans and specifications of any new buildings, structures or improvements are approved by the majority of the then owners of the above described real estate in accordance with these Covenants.**

B. Except as amended herein, all of the terms and conditions of the Protective Covenants shall remain in full force and effect prior to the date hereof.

C. 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.

*The Affidavit Regarding Lot Ownership in Sunrise Hill Subdivision is attached as Exhibit C

Prepared by:
Scholz, Loos, Palmer, Siebers and Duesterhaus LLP
625 Vermont Street
Quincy, IL 62301
Office Telephone: (217) 223-3444
Fax: (217) 223-3450

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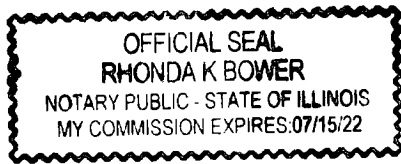
**Signature Page for 2021 Amendment to Protective Covenants
and Homeowners Association Sunrise Hill Subdivision**

The undersigned hereby consents to and approves the foregoing Amendment to Protective Covenants and Homeowners Association Sunrise Hill Subdivision:

Philip A. Haxel
Philip A. Haxel, Co-owner of Lot #6

Cheryl L. Haxel
Cheryl L. Haxel, Co-owner of Lot #6

STATE OF Adam Illinois)
COUNTY OF Adams) SS.



I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that: **Philip A. Haxel** personally known to me (or having provided sufficient proof of identity) to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged signing and delivering the said instrument, as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this date: June 17, 2021.

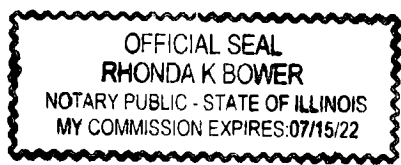
Rhonda K Bower
Notary Public

STATE OF ILLINOIS)
COUNTY OF Adams) SS.

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that: **Cheryl L. Haxel** personally known to me (or having provided sufficient proof of identity) to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged signing and delivering the said instrument, as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this date: June, 2021.

Rhonda K Bower
Notary Public



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**Signature Page for 2021 Amendment to Protective Covenants
and Homeowners Association Sunrise Hill Subdivision**

The undersigned hereby consents to and approves the foregoing Amendment to Protective Covenants and Homeowners Association Sunrise Hill Subdivision:

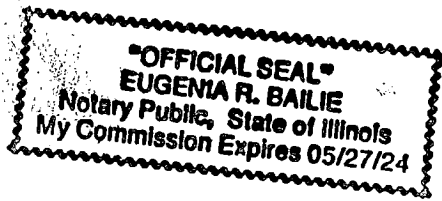
Monica A. Haxel
Monica A. Haxel, Co-Trustee of the George H. Haxel Trust,
Owner of Lot #18

STATE OF Illinois)
COUNTY OF Adams) SS.

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that: **Monica A. Haxel** personally known to me (or having provided sufficient proof of identity) to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged signing and delivering the said instrument, as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this date: June 18, 2021.

Eugenia R. Bailie
Notary Public



"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° 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° 40' 44", an arc distance of 323.27 feet along the South Right-of-Way Line of said East State Street; thence South 0° 11' 01" West, 450.03 feet; thence South 30° 05' 42" East, 718.42 feet to the South Line of Northeast 1/4 of the Southwest 1/4, thence South, 89° 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° 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.

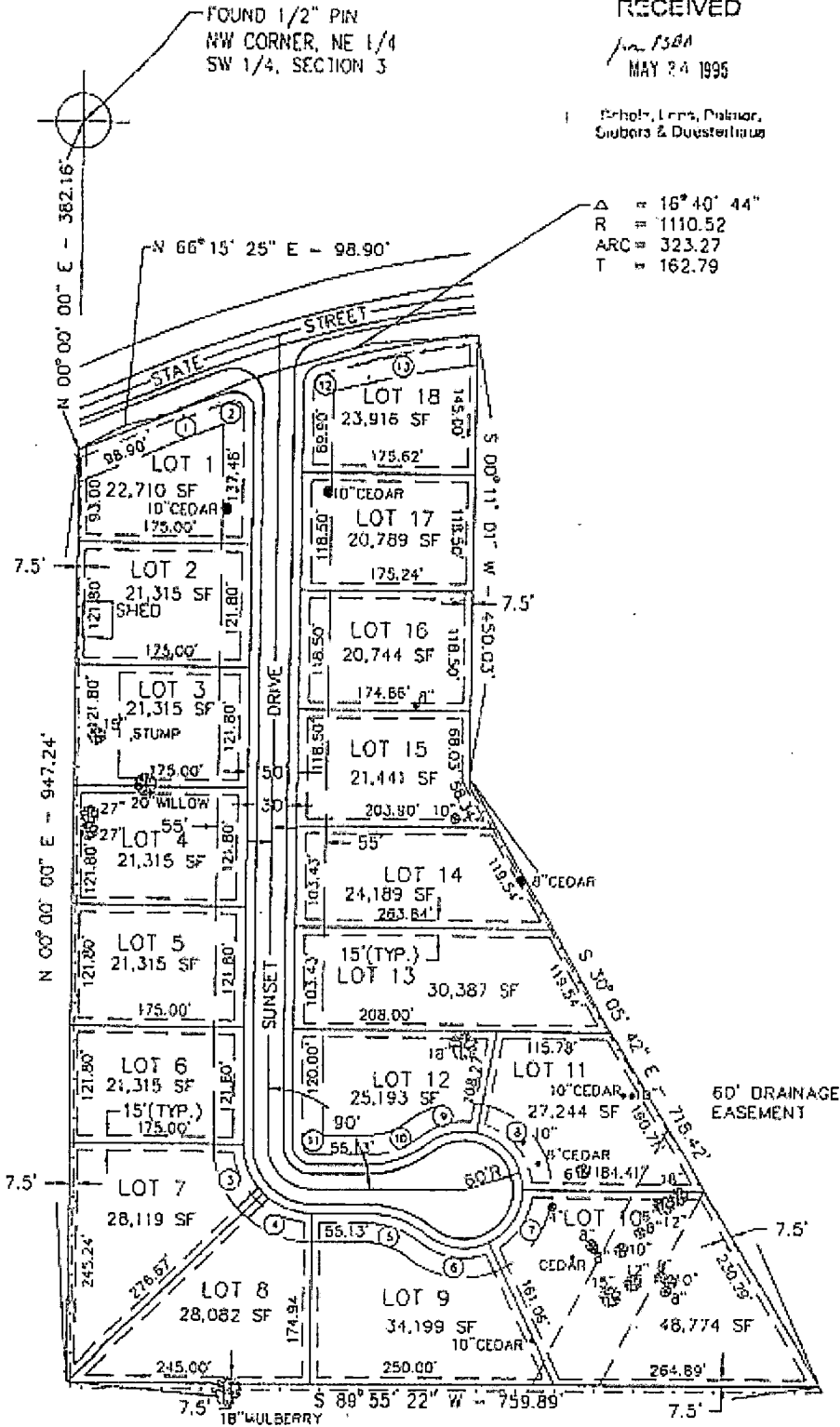
C:\RE\M\incl.ExA

EXHIBIT B

RECEIVED

Jan 15 2001
MAY 24 1995

Scholtz, Lenns, Palmor,
Gubbers & Duusterhaus



"Exhibit C"

AFFIDAVIT REGARDING
LOT OWNERSHIP IN SUNRISE HILL SUBDIVISION

State of Illinois)
) SS
County of Adams)

I, Phil Haxel, hereby depose and state on oath as follows:

1. I am an owner of Lot 6 in Sunrise Hill Subdivision. I am also the son of George H. Haxel and Ruth C. Haxel, Declarants in the initial Protective Covenants and Homeowners Association Sunrise Hill Subdivision.

2. The Protective Covenants and Homeowners Association - Sunrise Hill Subdivision 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 Adams County, Illinois ("Protective Covenants") applies to the real estate described therein.

3. Pursuant to the aforementioned Protective Covenants and a Plat of Survey dated March 23, 1995 (hereinafter the "Plat"), prepared by Jerry I. Stone, C.L.S. #35-002323, the Sunrise Hill Subdivision consists of eighteen (18) separately numbered lots as set forth in the aforementioned Plat.

4. The Protective Covenants were amended on December 10, 2002 at Book 610, Page 16208 to divide Lot 2 into a north half and a south half, creating more space for lots for Lot 1 and 3.

5. As of the date of this Affidavit, the owners of the 18 lots were as follows:

<u>Lot</u>	<u>Owner</u>
1	Dean G. and Melisa G. Heimann
2 (north half)	Dean G. and Melisa G. Heimann
2 (south half)	Daryl M. and Linda S. Buechting

3	Daryl M. and Linda S. Buechting
4	Christopher R. and Jennifer M. Wiemelt
5	Kevin L. and Lori A. Stratton
6	Philip A. and Cheryl L. Haxel
7	Fredrick W. and JoAnn M. Witte
8	Gary W. and Karen J. Eaton
9	Joseph E. and Diane B. Ary
10	Matthew and Angelique H. Valentini
11	Patricia A. Recksieck
12	Samuel B. and Rachel A. Smith
13	Joel A. Peck and Syndi L. Parks
14	Joseph R. and JoAnne H. Moncofsky
15	Spencer F. and Tara A. Beaston
16	Maxine A. Paluska
17	Justin D. and Brooke N. Ebbing
18	George H. Haxel Trust, Philip Haxel Trustee

Further Affiant Sayeth Not.

Philip Haxel
Philip Haxel

STATE OF ILLINOIS)
) SS.
COUNTY OF ADAMS)

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that Philip Haxel, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed and delivered the said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this date: June 29, 2021.

Kristel Williams
Notary Public

Affidavit prepared by:
Scholz, Loos, Palmer, Siebers and Duesterhaus LLP
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