

PREPARED BY:  
BYRON C. PRESCOTT  
Scheef & Stone, L.L.P.  
500 N. AKARD, Ste 2700  
DALLAS, TX 75201



**2015R-08068**  
CHUCK R. VENVERTLOH  
ADAMS COUNTY CLERK/RECORDER  
ADAMS COUNTY, ILLINOIS  
RECORDED ON  
10/02/2015 12:50 PM  
REC FEE: 20.00  
GIS RECORDER FEE: 1.00  
GIS COUNTY FEE: 19.00  
RHSP HOUSING FEE: 9.00

Mail to:  
Stewart Title NTS - Chicago  
10 S. Riverside Plaza, Suite 1450  
Chicago, IL 60606  
PH: 312-848-4400  
File No: 15000220191  
2 of 5

---

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

---

**Title of Document:** Declaration of Restrictive Covenants

**Date of Document:** 7/13, 2015

**Grantor:** ORIX SANSONE QUINY VENTURE  
an Illinois general partnership

**Grantor's Address:** c/o ORIX Real Estate Capital, Inc.  
1717 Main Street, 11<sup>th</sup> Floor  
Dallas, Texas 75201

**Grantee:** HUTTON GROWTH OFP, LLC,  
a Tennessee limited liability company

**Grantee's Address:** 736 Cherry Street  
Chattanooga, Tennessee 37402

**Legal Description:** See attached Exhibits A & B (pages 8 & 9).

OP 1048044.3

construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by either party hereto of a breach or default of any of the terms and conditions of this Declaration by any other owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Declaration. Except as otherwise specifically provided in this Declaration, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration, and (ii) all remedies at law or in equity shall be available.

5. **Mortgage Subordination.** Any security instrument affecting, burdening or encumbering all of any portion of the Shopping Center shall at all times be subject and subordinate to the terms of this Declaration, and any party foreclosing any such security instrument or acquiring title by deed in lieu of foreclosure or by committee's deed in a foreclosure by sale shall acquire title subject to all of the terms and provisions of this Declaration.

6. **Binding Effect.** Every declaration, covenant, promise, undertaking, condition, right, privilege, agreement and restriction made, granted or assumed, as the case may be, by Developer is made for the benefit of Hutton, and shall constitute equitable servitude on the Shopping Center appurtenant to and for the benefit of Lot 2. Any transferee of any portion of the Shopping Center shall automatically be deemed, by acceptance of the fee or leasehold title to any portion of the Shopping Center, to have assumed all obligations of this Declaration relating thereto to the extent of its interest in its parcel and to have agreed with the then owner or owners of all other portions of the Shopping Center to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Declaration and the transferor shall upon the completion of such transfer be relieved of all further liability under this Declaration, except liability with respect to matters that may have arisen during its period of ownership of the portion of the Shopping Center so conveyed that remain unsatisfied.

7. **Notices.** Each notice, demand, request, consent, approval, disapproval, designation or other communication that either party is required, permitted or desired to give or make or communicate to the other party shall be in writing and shall be given or made or communicated by personal delivery, certified or registered mail, return receipt requested, or nationally recognized overnight courier service addressed as follows:

If to Developer:      ORIX SANSONE QUINY VENTURE  
                                 c/o ORIX Real Estate Capital, Inc.  
                                 1717 Main Street, 11<sup>th</sup> Floor  
                                 Dallas, Texas 75201  
                                 Attention:      Scott A. Cronister  
                                 Telephone:      (214) 237-2116  
                                 E-mail:          scott.cronister@orix.com

With a copy to:      SCHEEF & STONE, L.L.P.  
                                 500 North Akard, Suite 2700  
                                 Dallas, Texas 75201  
                                 Attention:      Byron C. Prescott  
                                 Telephone:      (214) 706-4218



(c) The Article and Section headings in this Declaration are for convenience only, shall in no way define or limit the scope or content of this Declaration, and shall not be considered in any construction or interpretation of this Declaration or any part hereof.

(d) Neither anything contained in this Declaration nor any acts of the parties hereto shall be deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between them.

(e) This Declaration may not be amended, modified, or terminated at any time except by an amendment hereto in writing, executed and acknowledged by Hutton and Developer. This Declaration shall not be otherwise amended, modified or terminated during the term hereof.

(f) Time is of the essence in the performance by the relevant parties of the obligations set forth in this Declaration.

(g) This Declaration contains the entire agreement of the parties hereto, and binding upon and burdening the Shopping Center, with respect to the subject matter hereof. Any prior correspondence, memoranda or declarations concerning the subject matter hereof are superseded in total by and integrated into this Declaration. The provisions of this Declaration shall be construed liberally as a whole according to their common meaning and not strictly for or against any person or party.

(h) If any action or proceeding (including, without limitation, any cross-complaint, counterclaim or third party claim) shall be brought by either party hereto against the other party by reason of the breach or alleged violation of any term, provision, covenant, condition, restriction, or obligation of this Declaration, or for the enforcement of any provision of this Declaration, or otherwise arising out of this Declaration, then the prevailing party (as determined by the court) in such action or proceeding shall be entitled to receive from the other its costs and expenses of suit including, without limitation, reasonable attorneys' fees and disbursements, which shall be payment whether or not such action is prosecuted to judgment.

(i) This Declaration may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(j) Invalidity of any one or more of the covenants or restrictions set forth in this Declaration by judgment or court order shall in no way affect any other provision of this Declaration, which shall remain in full force and effect. If any one (1) or more of the covenants or restrictions set forth in this Declaration shall be found by any such judgment or court order to be only partially invalid or to be invalid in its scope, then the remainder of such restrictions shall remain in full force and effect as written, or such restrictions (if applicable) shall be reduced in scope to that extent which causes it to be enforceable as written.

*[SIGNATURE AND NOTARY PAGES TO FOLLOW]*

**DEVELOPER:**

**ORIX SANSONE QUINCY VENTURE,**  
an Illinois general partnership

By: ORIX Quincy, LLC,  
an Illinois limited liability company,  
its General Partner

By: ORIX Real Estate Capital, Inc.,  
a Delaware corporation,  
its Sole Member

By: [Signature]  
Name: Scott Cronister  
Title: C.O.O.

COUNTY OF Dallas )  
STATE OF Texas ) ss:

Before me, the undersigned Notary Public in and for the aforesaid County and State,  
personally appeared Scott Cronister in his/her capacity as C.O.O. of ORIX  
Real Estate Capital, Inc., and being duly sworn, acknowledged the execution of the foregoing  
Declaration of Restrictive Covenants.

Witness my hand and notarial seal this 13<sup>th</sup> day of July, 2015.

[Signature]  
Notary Public

My Commission Expires:



**EXHIBIT B**

**LOT 2 LEGAL DESCRIPTION**

LOT 2 IN PRAIRIE CROSSING SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4 IN TOWNSHIP 2 SOUTH, RANGE 8 WEST OF THE FOURTH PRINCIPAL MERIDIAN, IN ADAMS COUNTY, ILLINOIS.

C/K/A: 6006 Broadway, Quincy, IL 62305

PIN: 23-9-0119-003-00