

[Do not record this cover page.]

Acknowledged and agreed:

Buyer(s): \_\_\_\_\_

Seller: \_\_\_\_\_

ADDENDUM \_\_

**FORM OF DECLARATION OF RESTRICTIVE COVENANTS**

**Auction Date:** February 8, 2018

**Auction Company:** Schrader Real Estate and Auction Company, Inc.

**Auction Property:** Estate of Jan Butts property in Kankakee County, Illinois

All auction tracts shall be conveyed subject to a Declaration of Restrictive Covenants pursuant to an order of the Kankakee County Circuit Court based on a provision of the Last Will & Testament of Jan Butts. The Declaration of Restrictive Covenants shall be executed and recorded at or prior to the first closing, and prior to the recording of the deed(s), in substantially the form set forth in the following pages.

## **DECLARATION OF RESTRICTIVE COVENANTS**

This Declaration of Restrictive Covenants is executed by the undersigned Shirley Anderson in her capacity as Personal Representative of the Estate of Jan Butts (“Declarant”) and pertains to the real estate located in Kankakee County, Illinois and described in the attached **Exhibit A** (the “Subject Property”).

The Subject Property is part of the Estate of Jan Butts which is being administered as Case No. 06-P-54 (the “Estate Proceeding”) in the Circuit Court of Kankakee County, Illinois (the “Court”).

Declarant may hereafter convey one or more parcel(s) comprising all or part(s) of the Subject Property and this Declaration is intended to provide for certain restrictive covenants in accordance with the terms of the Last Will and Testament of Jan Butts, as interpreted and clarified pursuant to an order of the Court in the Estate Proceeding.

NOW, THEREFORE, Declarant hereby declares that, from and after the time of the first conveyance of all or any part of the Subject Property by Declarant after the recording of this Declaration (the “First Conveyance”), the entire Subject Property shall be subject to certain real covenants running with the land, as described in this Declaration, all in accordance with and subject to the following terms and conditions:

1. **Use Restriction.** The Subject Property shall not be used for any purpose except as authorized by the terms of this Declaration. No commercial use shall be permitted, except farming.

2. **Authorized Uses.** All or any part(s) of the Subject Property may be used for farming, may lie fallow and/or may be used, enhanced and/or preserved as a natural habitat. Specifically included and permitted as authorized uses of the Subject Property are any of the following uses and activities:

(a) Customary farming activities normally associated with planting and harvesting crops and/or keeping or raising livestock;

(b) The conversion of non-tillable land to tillable land (including the removal of trees and other vegetation) in order to facilitate farming;

(c) The harvesting of trees to preserve the natural habitat;

(d) Recreational hunting by the landowner, or with the consent of the landowner, in accordance with applicable laws; and

(e) The residential use of only one Residence (on the entire Subject Property) in accordance with Section 4 below.

3. **Authorized Improvements.**

(a) Existing buildings and improvements may be: (i) used, maintained and/or improved for any purpose consistent with the provisions of this Declaration; or (ii) removed. New buildings and/or improvements may be constructed only in accordance with the provisions of this Declaration. No building shall be used for any commercial purpose except farming.

(b) Use of all or any part(s) of the Subject Property for farming may include the use, maintenance, improvement, construction, removal and/or replacement of farm-related improvements, including outbuildings and structures and farm-related irrigation and/or drainage improvements and facilities (subject to applicable water and drainage laws).

(c) One Residence is permitted in accordance with Section 4 below.

(d) Access Improvements may be constructed, installed, extended, improved, used, maintained, repaired and/or replaced within the Subject Property in connection with any use or improvement otherwise authorized by the terms of this Declaration. "Access Improvements" refers to improvements constructed, installed and/or existing at any time and from time to time within the Subject Property which are necessary, appropriate or convenient to enable, facilitate, enhance or improve the normal and safe passage of farm equipment and/or other motor vehicles. Within the parameters of the foregoing definition, the term "Access Improvements" may include: (i) an improved driveway or roadway; (ii) an improved road entrance providing access to and from a public road; (iii) ditch crossings, culverts and/or drainage improvements; and/or (iv) leveling, clearing and/or other improvements to and/or maintenance of the land for such purposes.

(e) In connection with any use of the Subject Property (or any improvement thereon) that is otherwise authorized by the terms of this Declaration, Utilities may be installed, extended, improved, used, maintained, repaired and/or replaced within the area of an easement now existing or hereafter created for such purpose within the Subject Property or otherwise with the express consent of the owner(s) of the affected land within the Subject Property. "Utilities" refers to utility lines and related improvements and facilities for the delivery and/or provision of electricity, natural gas, water, sanitary sewer services, communication services and/or other public utility services, including facilities owned, operated and/or controlled by a utility company or municipality and/or facilities by which any part of the Subject Property is connected to and served by the facilities of a utility company or municipality. This Declaration does not affect any existing rights of any third party with respect to any existing Utilities and/or easements.

4. **One Permitted Residence; Residential Building Area.** For purposes of this Declaration, "Residence" refers to a single-family residential dwelling and any related, ancillary improvements used in connection with such dwelling. A Residence may be used, maintained, improved, constructed, removed and/or replaced on the Subject Property in accordance with and subject to the following terms and conditions:

(a) Only one Residence shall be permitted on the entire Subject Property at any given time regardless of the number of separately-owned parcels comprising the Subject Property. The Residence existing at the time of signing this Declaration (and any other Residence constructed hereafter) may be removed and replaced with a new Residence. Any existing Residence on any part of the Subject Property must be removed prior to the construction of any new Residence on any part of the Subject Property.

(b) At any given time, the one permitted Residence shall be located within the area comprising the Residential Building Area. The "Residential Building Area" consists of the area described in the attached **Exhibit B**, which includes the Residence existing at the time of execution of this Declaration; *provided, however*, the area comprising the "Residential Building Area" is subject to modification and/or relocation in accordance with and subject to the terms and provisions of Subsections 4(c), 4(d) and 4(e), below.

(c) At any given time, the Residential Building Area shall consist of a contiguous area of land entirely contained within the boundaries of a single, separately-owned parcel of land. If any division or split of a parcel of land would result in a division or split of the Residential Building Area between two-separately owned parcels then, upon and after such division or split, the area comprising the Residential Building Area shall consist of only the portion of the previously-existing Residential Building Area located within the boundaries of one of the newly-created parcels, being: (i) the newly-created parcel which includes the Residence (if there is an existing Residence at that time); or (ii) the newly-created parcel which includes the largest portion of the previously-existing Residential Building Area (if there is no existing Residence at that time).

(d) In order to accommodate the construction of a new Residence in a different location, the area comprising the Residential Building Area at any given time may be modified and/or relocated pursuant

to a written instrument which is executed and recorded in accordance with the provisions of Subsection 4(e) below; *provided, however*; (i) there shall be only one Residential Building Area at any given time; (ii) any existing Residence must be removed prior to the recording of an instrument described in Subsection 4(e) below; and (iii) any relocation of the Residential Building Area and/or construction of a new Residence shall be subject to the requirements of local authorities pursuant to applicable local ordinances, including planning, zoning and/or building ordinances.

(e) An instrument recorded pursuant to this Subsection must: (i) specifically refer to this Declaration; (ii) be clearly intended to modify or adjust the location and/or boundaries of the Residential Building Area for purposes of this Declaration; (iii) clearly show the location and boundaries of the new Residential Building Area, as modified or adjusted; (iv) contain a certification that any Residence previously existing on the Subject Property has been removed; (v) be duly executed by the owner(s) of the land comprising the Residential Building Area as it exists immediately prior to the recording of such instrument; and (vi) be duly executed by the owner(s) of the land comprising the new Residential Building Area, as modified or adjusted.

5. **Effect of Declaration.** This Declaration shall become effective as of the time of the First Conveyance and shall remain in effect perpetually unless and except to the extent this Declaration is amended in accordance with the provisions of this Declaration. This Declaration and the covenants and restrictions created by this Declaration shall run with the land and shall be binding upon the owners and future owners of all or any part of the Subject Property. The First Conveyance and/or subsequent conveyances of all or any part of the Subject Property may include a reference to this Declaration. However, the recording of this Declaration is intended to serve as constructive notice to all and shall be effective automatically, as of the First Conveyance, with or without any such reference in any deed.

6. **Amendment of Declaration.** This Declaration may be amended only by a written instrument that is executed by the owner(s) of all of the Subject Property and recorded in the appropriate real estate records of Kankakee County, Illinois; *provided, however*, any such amendment shall not be recorded and shall not be effective unless and until it is approved by the Court upon a finding that the proposed amendment is consistent with the intent of the restrictions set forth in the Last Will and Testament of Jan Butts, after giving such notice as may be ordered by the Court.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Shirley Anderson, as Personal Representative  
of the Estate of Jan Butts

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Shirley Anderson, as Personal Representative of the Estate of Jan Butts.

My commission expires: \_\_\_\_\_ Signature: \_\_\_\_\_

County of Residence: \_\_\_\_\_ Print: \_\_\_\_\_

## **EXHIBIT A**

(Page 1 of 3)

### **DESCRIPTION OF SUBJECT PROPERTY FOR PURPOSES OF DECLARATION OF RESTRICTIVE COVENANTS EXECUTED BY SHIRLEY ANDERSON IN HER CAPACITY AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAN BUTTS (“DECLARANT”).**

Township 32 North, Range 14 East, Third Principal Meridian in Sections 25 and 36 and in Township 32 North, Range 15 East, Third Principal Meridian in Sections 30 and 31, all in Kankakee County, State of Illinois:

#### **Tract 1:**

In Section 25, that part of the West Half Southeast Quarter and the East Half Northeast Quarter Southwest Quarter and the East Half East Half Northwest Quarter and the West Half Northeast Quarter, more particularly described as follows:

Commencing at a 1 ½ inch iron pipe at the Northwest corner of the Northeast Quarter Northwest Quarter; thence North 88 degrees 40 minutes 03 seconds East (Illinois State Plane East Bearings and Distances), along the North line of said Northeast Quarter Northwest Quarter, 665.27 feet to the point of beginning; thence South 01 degrees 21 minutes 49 seconds East along the West line of the East Half Northeast Quarter Northwest Quarter 1331.88 feet to the Southwest corner of said East Half Northeast Quarter Northwest Quarter; thence continuing South 01 degrees 21 minutes 49 seconds East along the West line of the East Half Southeast Quarter Northwest Quarter 1331.88 feet to the Southwest corner of the said East Half Southeast Quarter Northwest Quarter; thence South 01 degrees 21 minutes 28 seconds East along the West line of the East Half Northeast Quarter Southwest Quarter, 539.77 feet to the center line of Highway 17; thence South 86 degrees 59 minutes 24 seconds East along said center line 1644.86 feet; thence continuing along said center line on a tangential curve concave to the North with radius of 20256.00 feet, an arc length of 351.54 feet, a central angle of 00 degrees 59 minutes 40 seconds a chord bearing of South 87 degrees 29 minutes 14 seconds East and a chord distance of 351.53 feet to a point on the East line of the West Half Southeast Quarter; thence North 01 degrees 23 minutes 28 seconds West, along said East line 682.78 feet to the Northeast corner of said West Half Southeast Quarter; thence North 01 degrees 27 minutes 21 seconds West along the East line of the West Half Northeast Quarter, 2663.52 feet to the Northeast corner of said West Half Northeast Quarter; thence South 88 degrees 53 minutes 57 seconds West along the North line of said West Half Northeast Quarter 1320.89 feet to the Northwest corner of the Northeast Quarter; thence South 88 degrees 40 minutes 03 seconds West along the North line of the said East Half Northeast Quarter Northwest Quarter 665.27 feet to the point of beginning.

#### **Tract 2:**

In Section 36, the East Half Northeast Quarter and that part of the East Half Southeast Quarter and in Section 30 that part of Lot 4, Lot 5, and Lot 6 of G.L. Fosters Addition to Sherburnville in the West Half Southwest Quarter recorded on March 27, 1886, and that part of the East Half Southwest Quarter and in Section 31 the Southwest Quarter Northeast Quarter and the West Half

## **EXHIBIT A**

(Page 2 of 3)

Southeast Quarter and the North Half Southwest Quarter and that part of the Northwest Quarter, more particularly described as follows:

Beginning at a  $\frac{3}{4}$  inch rebar at the Northeast corner of the Northeast Quarter of Section 36; thence South 88 degrees 53 minutes 12 seconds West along the North line of the East Half Northeast Quarter of said Section 36, 1328.52 feet to the Northwest corner of said East Half Northeast Quarter; thence South 01 degrees 19 minutes 41 seconds East along the West line of said East Half Northeast Quarter 2664.60 feet to the Southwest corner of said East Half Northeast Quarter; thence South 01 degrees 19 minutes 42 seconds East along the West line of the East Half Southeast Quarter 2666.62 feet to the Southwest corner of said East Half Southeast Quarter; thence North 88 degrees 46 minutes 52 seconds East along the South line of said East Half Southeast Quarter 1031.69 feet; thence North 01 degrees 11 minutes 23 seconds West 435.97 feet to a  $\frac{5}{8}$  inch rebar; thence North 88 degrees 50 minutes 15 seconds East 250.00 feet to a  $\frac{5}{8}$  inch rebar; thence South 01 degrees 11 minutes 23 seconds East 435.72 feet to a  $\frac{5}{8}$  inch rebar on the South line of said East Half Southeast Quarter; thence North 88 degrees 46 minutes 52 seconds East along the South line of said East Half Southeast Quarter 50.54 feet to a "chiseled X" on the bridge deck at the Southeast corner of the Southeast Quarter; thence North 01 degrees 22 minutes 05 seconds West along the East line of the Southeast Quarter Southeast Quarter 1332.19 feet to the Northeast corner of said Southeast Quarter Southeast Quarter; thence North 88 degrees 27 minutes 56 seconds East along the South line of the North Half Southwest Quarter of Section 31, 2682.30 feet to the Southeast corner of said North Half Southwest Quarter; thence South 01 degrees 02 minutes 23 seconds East along the West line of the Southwest Quarter Southeast Quarter 1338.51 feet to the Southwest corner of the Southeast Quarter; thence North 88 degrees 43 minutes 25 seconds East along the South line of said Southwest Quarter Southeast Quarter 1339.21 feet to the Southeast corner of said Southwest Quarter Southeast Quarter; thence North 01 degrees 05 minutes 05 seconds West along the East line of the West Half Southeast Quarter 2686.14 feet to the Northeast corner of said West Half Southeast Quarter; thence continuing North 01 degrees 05 minutes 05 seconds West along the East line of the Southwest Quarter Northeast Quarter 1343.83 feet to the Northeast corner of said Southwest Quarter Northeast Quarter; thence South 88 degrees 10 minutes 04 seconds West along the North line of said Southwest Quarter Northeast Quarter 1336.16 feet to the Northwest corner of said Southwest Quarter Northeast Quarter; thence North 01 degrees 02 minutes 23 seconds West along the East line of the Northeast Quarter Northwest Quarter 1340.01 feet to a 10 inch x 6 inch x 4 inch stone the Northeast corner of the Northwest Quarter; thence North 01 degrees 39 minutes 37 seconds West along the East line of the Southwest Quarter of Section 30 1828.50 feet to the center line of Highway 17; thence North 87 degrees 57 minutes 03 seconds West along said center line 1235.14 feet; thence continuing along said center line on a tangential curve concave to the South with a radius of 15625.98 feet and arc length of 111.91 feet, a central angle of 00 degrees 24 minutes 38 seconds a chord bearing of North 88 degrees 09 minutes 22 seconds West and a chord distance of 111.91 feet to a point on the East line of G.L. Fosters Addition; thence South 01 degrees 13 minutes 06 seconds East along said East line 1317.18 feet to a 6 inch x 4 inch x 5 inch stone at the Southeast corner of Lot 4; thence South 87 degrees 59 minutes 26 seconds West along the South line of said Lot 4, 534.81 feet to a fence post; thence North 07

## **EXHIBIT A**

(Page 3 of 3)

degrees 35 minutes 58 seconds East 55.25 feet to a fence post; thence North 80 degrees 59 minutes 37 seconds West 350.94 feet to the center line of Bull Creek Road; thence South 20 degrees 46 minutes 59 seconds West along said center line 37.76 feet; thence continuing along said center line South 23 degrees 37 minutes 20 seconds West 359.70 feet to a stone ;thence South 02 degrees 53 minutes 22 seconds East 196.69 feet to a 5/8 inch rebar; thence North 87 degrees 55 minutes 40 seconds East 250.00 feet to a 5/8 inch rebar; thence South 02 degrees 53 minutes 22 seconds East 171.91 feet to a point on the South line of the Southwest Quarter; thence North 88 degrees 00 minutes 12 seconds East along said South line 776.26 feet to the Southeast corner of G.L. Fosters Addition; thence South 01 degrees 20 minutes 25 seconds East along the East line of the West Half Northwest Quarter of Section 31, 33.00 feet; thence South 88 degrees 00 minutes 12 seconds West 1073.38 feet to the intersection of the Southerly projection of the center line of Bull Creek Road; thence North 02 degrees 53 minutes 22 seconds West along said projected center line 33.00 feet to the point on the North line of the Northwest Quarter; thence South 88 degrees 00 minutes 12 seconds West along the North line of said Northwest Quarter 272.10 feet to the point of beginning.

## **EXHIBIT B**

(Page 1 of 2)

**DESCRIPTION OF RESIDENTIAL BUILDING AREA FOR PURPOSES OF DECLARATION OF RESTRICTIVE COVENANTS EXECUTED BY SHIRLEY ANDERSON IN HER CAPACITY AS PERSONAL REPRESENTATIVE OF THE ESTATE OF JAN BUTTS (“DECLARANT”), BEING PART OF THE SUBJECT PROPERTY DESCRIBED IN EXHIBIT A.**

The existing “Residential Building Area” is contained within the following described land. This description is not intended to be a subdivision of land but a description of the “Residential Building Area” and this is part of and contained within a larger whole tract of land.

Township Thirty-two (32) North, Range Fifteen (15) East, Third Principal Meridian, Kankakee County, Illinois: In section thirty (30), that part of the Southwest Quarter (SW ¼), and in section thirty-one (31), that part of the Northwest Quarter (NW ¼), more particularly described as follows:

**COMMENCING** at a stone monument at the northeast corner of said Northwest Quarter (NW ¼); thence S.88°00’W. (Illinois State Plane East Zone Coordinate System bearings and distances), along the north line of said Northwest Quarter (NW ¼), 648 feet to the **POINT OF BEGINNING**; thence S.00°59’E., 410 feet; thence S.71°06’W., 367 feet; thence N.14°24’W., 529 feet to the north line of said Northwest Quarter (NW ¼); thence continuing N.14°24’W., 20.5 feet; thence N.88°00’E., parallel to said north line, 476.7 feet; thence S.00°59’E., 20 feet to the **POINT OF BEGINNING**, containing 4.7 acres.

(The Residential Building Area is depicted with cross hatches in the drawings on page 2 of this Exhibit B.)



# EXHIBIT B

(Page 2 of 2)

