


ATTN: BRENDA WHITE


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**DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF
MALLARD POINTE AT BEAVER CREEK SUBDIVISION**

Prepared by and Return to:

Curtis R. Tobin II
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530 South State Street, Suite 200
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(815) 544-0316

10814

DECLARATION OF COVENANTS, CONDITIONS, AND
RESTRICTIONS OF MALLARD POINTE AT
BEAVER CREEK SUBDIVISION

This Declaration (the "Declaration"), made on the date hereafter set forth, by Carmen Properties, LLC, (hereinafter referred to as "Declarant" and sometimes referred to as "Developer").

WITNESSETH:

WHEREAS, Declarant owns fee simple title to a certain parcel of real estate in Boone County, State of Illinois, legally described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant desires to develop a single family residential development on the Property to be known as Mallard Pointe at Beaver Creek, a Subdivision in part of Boone County (the "Development"); and

WHEREAS, Declarant submits the Property to the provisions of this Declaration regulating the use of the Property shown hereon.

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions and restrictions hereinafter set forth.

ARTICLE I
DEFINITIONS

When used in this Declaration, the following words and terms shall have the following meanings:

Section 1.1 "Common Area" or "Common Areas" shall mean those areas designated on the Plat as available for use by all Owners of Lots.

Section 1.2 "Conservation Development Area" or "Conservation Development Areas" shall mean those areas designated on the Plat as areas set aside for conservation use pursuant to an approved Final Conservation Development Plan/Plat pursuant to Section 7A. 11 of the Amended Boone County Ordinances.

Section 1.3 "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family.

Section 1.4 "Improvement" or "Improvements" shall mean and include Dwellings, any and all driveways, pedestrian walkways, fences, decks, patios, in-ground swimming

pools and/or hot tubs, cabanas, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

Section 1.5 "Lot" shall mean each party of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established pursuant to the Subdivision Plat or by an instrument in writing executed acknowledged and recorded by Declarant which designates a part of the Property as a Lot for the purposes of the Declaration.

Section 1.6 "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.

Section 1.7 "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

Section 1.8 "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, including contracts sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent Declarant owns Lots, and also includes the interest of Developer or of Declarant as contract seller of any Lot.

Section 1.9 "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.

Section 1.10 "Plans and Specifications" shall have the meaning set forth in Section 4.2.

Section 1.11 "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

Section 1.12 "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.

Section 1.13 "Subdivision Plat" or "Plat" shall mean the plat of subdivision for Mallard Pointe at Beaver Creek, as recorded in the Office of the Recorder of Boone County, State of Illinois.

Section 1.14 "Owner Association" shall mean the Mallard Pointe Homeowner's Association, and may be incorporated.

ARTICLE II
DECLARATION PURPOSES AND
PROPERTY SUBJECTED TO DECLARATION

Section 2.1 The Declarant desires to create on the Property a Single Family development for future Owners of Lots, and intends to provide a plan for the development of the Property (including Common Areas and Conservation Development Areas) which is intended to enhance and protect the values of Declarant's Single Family residential community by encouraging the construction of attractive Improvements on the Property, and prevent improper use of the Lots or construction thereon which may depreciate the value of the Owner's Property or Common Areas or Conservation Development Areas.

Section 2.2 The Property is and shall be held, transferred, conveyed, sold and occupied subject to this Declaration.

ARTICLE III
USE OF RESIDENCES AND COMMON PROPERTY

Section 3.1 All Lots shall be used only for a Single Family Dwelling.

Section 3.2 Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all papers, debris and refuse therefrom, and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot, (iii) comply with all applicable government codes, laws, ordinances, orders, decrees, rules and regulations, and (iv) comply with all applicable rules and regulations with respect to Common Areas and Conservation Development Areas.

Section 3.3 All Improvements shall be constructed in accordance with the Plans and Specifications approved in accordance with the terms and conditions in Article IV and in accordance with all applicable governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations. If, and to the extent any conflict exists between the terms and conditions of this Declaration and the provisions of any such codes, laws, ordinances, orders, decrees, rules and regulations, then such conflict shall be resolved by the application of the more stringent provisions providing the higher or better quality result.

Section 3.4 No trailer, basement, tent, shack, garage, camper, mobile home or motor home shall be used as a temporary or permanent residence at any time. No house, garage or other structure commenced on any of the Lots shall remain uncompleted for a period of more than one year from the date of commencement of such structure, except for interior rooms such as upper story or other non-essential additions to the minimum floor space requirements described in Article IV.

Section 3.5 No fence shall be erected by any Owner on any of said Lots without the prior approval of materials, design and location of said fence on said Lot in accordance with the terms and conditions of Article IV, Section 4.6.

Section 3.6 There shall be no above-ground swimming pools or hot tubs. All in-ground pools and in-ground hot tubs shall be surrounded by a fence in compliance with Section 3.5.

Section 3.7 No commercial vehicles, motor homes, trailers, boats or any other recreational vehicles, U-Hauls or similar moving trucks, trucks over one ton, motorcycles, snowmobiles, or dune buggies shall be allowed to be stored or parked outside on a Lot or in any Common Area. Such vehicles can be parked or stored in a closed garage.

Section 3.8 A non-commercial passenger vehicle is permitted on paved portions of a Lot, provided the vehicle is not abandoned, unlicensed, junked or inoperable. "Inoperable" shall mean any vehicle that cannot be driven for a period of seven days. Any vehicle stored in a closed garage at all times shall be allowed.

Section 3.9 No vehicles under repair shall be permitted on any Lot or Common Area unless in a closed garage.

Section 3.10 There shall be a set back line of not less than 30 feet along all boundaries, except where a deeper setback is required according to the recorded Plat, for any Dwelling.

Section 3.11 Easements affecting all Lots are shown on the recorded Plat for utility installation and maintenance. The Lot Owner shall maintain such easements. No structure of any character shall be constructed on said easements, nor shall surface grading hamper or impede the performance of specified ditches and drainage ways.

Section 3.12 After construction has been completed the Lots will be graded by the Owner to cause drainage toward the specified drainage ditches as shown on the Plat. The Owner shall, within eight (8) months after occupancy of the Dwelling, plant grasses and landscape said Lot and will maintain this area by mowing or naturalizing, including all easements, ditches, and drainage ways. Driveway must be finished in concrete or asphalt within twelve (12) months of occupancy.

Section 3.13 Trees, shrubs and other vegetation may not be planted on a corner Lot in a manner that will obstruct the vision of a vehicle approaching the intersection.

Section 3.14 Common Areas are to be maintained by the Property Owners Association pursuant to Article V.

Section 3.15 No livestock or other animals shall be kept on any premises, except domestic dogs and cats for non-commercial uses. No animal shall be kept, bred, boarded or raised for commercial purposes at anytime. Not more than two dogs or two cats for a total of four may be kept at a Dwelling or Lot.

Section 3.16 The residents of Mallard Pointe recognize the rural atmosphere of the area, its agricultural business surrounding as such, and the Owners shall take no action to prevent the pursuit of such businesses so long as they are operating in a legal manner.

Section 3.17 No sign of any kind exceeding five square feet shall be displayed to the public view on any Lots except one professional sign advertising the property for sale or rent, or a sign by a builder to advertise during the construction phase and initial sale period.

Section 3.18 No person shall strip, excavate or otherwise remove ground for use other than on the premises from which the same will be taken, except in connection with the construction or alteration of a building on such premises, and excavation or grading incidental thereto.

Section 3.19 Any individual sewage disposal system shall be designed in accordance with the rules and regulations governing the treatment and disposal of sanitary sewage in Boone County and the State of Illinois. The installation and design of said sewer system must be approved by the Boone County Health Department.

Section 3.20 No noxious, noisy, illegal or offensive activities shall be carried on in the Subdivision, nor shall anything be done which may become an annoyance or nuisance to the other Owners. Hunting or any other use of firearms within the Subdivision is strictly prohibited.

Section 3.21 All satellite dish receivers shall be limited to small-size technology only, and cannot be freestanding, and can only be mounted on the Dwelling. Radio or television antennas shall only be mounted on the Dwelling, and shall be limited to consumer non-licensed use. Any receivers, radio or antenna cannot use stabilizing wires or other structures apart from the Dwelling.

Section 3.22 There shall be no Dwelling or building construction or alteration of soil in the designated flood area, unless the Owner receives approval by local, state and federal agencies. All current wetland jurisdictional and Conservation Development Area regulations must be adhered to as approved and enforced by the respective agencies.

Section 3.23 Covenants are to be enforced by the Owners Association and the Developer.

Section 3.24 No dog runs or animal runs, fenced or otherwise, shall be allowed, either attached to or detached from the Dwelling.

Section 3.25 No outbuildings, utility sheds or other structures, regardless of size, shall be constructed on the Lot unless attached to and of similar construction materials as the Dwelling.

Section 3.26 Construction must be commenced on the Lot within four (4) years from the date of purchase, and in the event construction has not commenced within four (4) years from the date of purchase, then the Developer shall have the option to repurchase or reacquire the property at the same price for which it was sold. The date of the purchase is the date of any contract for the purchase of a Lot, or the date of the deed of conveyance, whichever date is first.

ARTICLE IV ARCHITECTURAL CONTROLS

Section 4.1 Except for Improvements constructed by Developer, no Improvements, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior written approval of Developer obtained in the manner hereinafter set forth and in conformance with the Boone County Zoning Ordinance governing R-C Conservation Development Districts.

Section 4.2 (a) In order to secure Developer's approval of any proposed Improvement or Improvements, the Owner shall submit to Developer a lot site plan showing the location and dimension of all intended Improvements, drawings, plans and specifications of all exterior surfaces which at a minimum shall have the front and immediate adjacent sides to the front of the house constructed of finished house brick, stone or similar material, showing elevations and grade, and including without limitation the color, quality and type of exterior construction materials, and such other information the Developer may reasonably require to determine the location, scale, design, character, style and exterior appearance of Owner's intended Improvements ("Plans and Specifications"). No exterior Improvement shall consist of aluminum or vinyl siding.

(b) Within 45 days after Developer's receipt of the Plans and Specifications, Developer shall notify Owner in writing whether such Plans and Specifications are approved or disapproved, setting forth the reasons for disapproval and the list of changes required by the Developer. If Developer fails to approve or disapprove the Plans and Specifications within said 45-day period, then the Developer's approval shall be conclusively presumed.

(c) If the Developer disapproves the Plans and Specifications, Owner may resubmit, in writing, revisions pursuant to this Article. If written approval is given by Developer, Owner shall secure additional approval from Developer, in writing. Any material change or revision in any Plans and Specifications previously approved must be approved by Developer pursuant to the provisions of Section 4.2.

Section 4.3 Any private residence on one Lot shall have an area of not less than (a) 2,600 square feet ground floor for a one-story home; (b) 3,400 square feet ground and second floor for a two-story home. This area will be exclusive of the garages, porches and basements/walkouts.

Section 4.4 All garages must be attached to the resident Dwelling and must be constructed at the same time as the resident Dwelling, and will be at least a three-car garage but not more than a four-car garage. All garages will be side load garages.

Section 4.5 No Improvement shall be erected or placed on a fractional Lot unless it is in conjunction with another full Lot. No Lot or portion thereof may be divided without first obtaining the written consent of the Developer, his assigns or heirs, or person designated by Developer.

Section 4.6 Any fence that is approved pursuant to this Section shall have an overall height of not more than five (5) feet on the sides of a Lot. Only rod iron or aluminum look-alike fences shall be permitted.

Section 4.7 Neither the Developer nor any of its agents, employees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

Section 4.8 Upon written designation by Developer, the architectural controls set forth in this Article shall be exercised by the Owners Association.

Section 4.9 Each vacant Lot, once improved by Owner, shall contain a yard light to sufficiently illuminate the driveway on the Owner's Lot. All yard lights shall be on a photocell or timer to insure they remain lit during evening hours.

Section 4.10 Anything to the contrary hereinbefore stated notwithstanding, the Developer or Architectural Control Committee shall have the absolute discretion to depart from or vary the requirements herein.

ARTICLE V COMMON AREAS

Section 5.1 "Common Areas" include those portions of the Property not designated as Lots. These may include green space, walking and/or bicycle path(s), and shelter(s) or other improvements to the Common Areas.

Section 5.2 No Lot Owner shall have a deeded interest in the Common Areas, but shall have the right to enjoy the Common Areas along with any other Lot Owners' right, subject to rules and regulations that are developed from time to time by the Developer, or at such later time, by the Owners Association pursuant to the provisions of Article VI.

Section 5.3 The costs of improving and maintaining the Common Areas shall be the responsibility of the Developer until such time as the Developer establishes the Owners Association, in which event the Owners Association shall undertake said responsibilities pursuant to Article VI.

Section 5.4 The Developer shall timely transfer ownership of the Common Areas as designated in the Plat of Subdivision, to the Owners Association, subject to the terms and conditions of this Declaration and the By-laws of Mallard Pointe Homeowner's Association, acceptable to Declarant.

ARTICLE VI OWNERS ASSOCIATION

Section 6.1 Developer has established an Owners Association pursuant to this Article.

Section 6.2 The Owners Association is formally known as the "Mallard Pointe Homeowner's Association". The Owners Association may choose to be incorporated.

Section 6.3 The Developer has established Bylaws to govern the Owners Associations which include, but are not limited to, the method of and selection of directors and officers, and the means of governance of the Owners Association. Notwithstanding the foregoing, each Lot Owner shall be a member of the Owners Association entitled to one vote per Lot.

Section 6.4 The Owners Association shall have the right to enforce all the terms and conditions of this Declaration of Covenants, Conditions and Restrictions of Mallard Pointe at Beaver Creek Subdivision, and each Lot Owner agrees to pay, upon demand, an annual assessment to be used for the maintenance and repair of Common Areas, entranceway shrubbery, boulevard and sign repair, replacement, operating costs and such other common expenses or improvements as the Owners Association determines to be appropriate. The Owners Association may establish a reserve for capital improvements and major repairs, payable as part of the annual assessment. Unpaid assessments shall bear interest at the rate established by the Owners Association. Any formal or informal action by the Owners Association to collect unpaid assessments will result in the Owners Association also being entitled to collect its attorneys' fees and costs, with said unpaid assessments, interest, fees and costs constituting a lien on the land of the Lot Owner until paid in full.

Section 6.5 The Developer shall not be responsible for the payment of any annual assessment on any Lot then currently owned by the Developer, until at least 75% of the Lots are sold by the Developer.

Section 6.6 The Owners Association shall assume the responsibilities set forth in Article IV for approval of Improvement requests, provided, however, that as long as the Developer owns 25% of the Lots, the Developer or his or its representative shall have the deciding vote concerning Improvement approvals for individual Lots.

ARTICLE VII CONSERVATION DEVELOPMENT AREAS

Section 7.1 No Lot Owner shall have a deeded interest in the Conservation Development Areas but shall have the right to enjoy said areas subject to the Approved Final Conservation Development Plan/Plat, and the rules and regulations that are developed from time to time.

Section 7.2 The ownership of and cost of improvements and maintenance for the Conservation Development Areas shall be controlled by the terms and conditions of the Approved Final Conservation Development Plan/Plat pursuant to Section 7A of the Amended Boone County Ordinances.

ARTICLE VIII GENERAL PROVISIONS

Section 8.1 The covenants and restrictions of this Declaration shall: run with the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Boone County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove provided.

Section 8.2 If and to the extent that any of the covenants would otherwise be unlawful for void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of the Mayor of Belvidere, Illinois, living at the date of this Declaration.

Section 8.3 Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved

or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest of estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 8.3 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

Section 8.4 Developer and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Wherever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof from Developer to the Owner of any such Lot, then Developer shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed to be trespass. In no event shall the failure of Developer and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

Section 8.5 Subject to the provisions of Section 8.6, the Owner may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Lots and the Developer consent thereto, the consent of the Developer being required so long as the Declarant owns any Lots. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners and recorded in the Office of the Recorder of Boone County, Illinois.

Section 8.6 Declarant hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee

first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions contained herein, the right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot.

Section 8.7 The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development of the Property.

Section 8.8 In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to any such Lot.

Section 8.9 All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

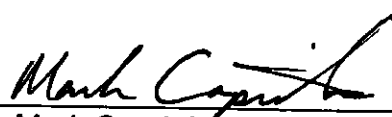
Section 8.10 If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Section 8.11 Notwithstanding anything herein to the contrary, Developer, as Developer in its sole discretion may determine, hereby reserves the right to transfer, assign, mortgage or pledge any and all of its respective privileges, rights, title and interests

hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Boone County, Illinois. Upon such assignment Developer (and Declarant) shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of Declarant (and Developer) shall have or incur any liability for the obligations or acts of any predecessor in interest.

IN WITNESS WHEREOF, Carmen Properties, LLC, has caused this Declaration to be signed by its authorized representative, effective the 31st day of October, 2006.

CARMEN PROPERTIES, LLC

BY: 
Mark Capriola, authorized representative

This Instrument Prepared by and return to:

Curtis R. Tobin II
Tobin & Ramon
530 South State Street, Suite 200
Belvidere, IL 61008-3747
TEL: (815) 544-0316
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EXHIBIT A

Legal Description

PART OF THE SOUTHWEST QUARTER OF SECTION 8,
TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN,
BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE
NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH $00^{\circ}-54'-25''$
WEST, ALONG THE EAST LINE OF SAID QUARTER SECTION, 2852.38 FEET TO THE
SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH $88^{\circ}-53'-07''$
WEST, ALONG THE SOUTH LINE OF SAID QUARTER SECTION, 1358.65 FEET TO THE
SOUTHWEST CORNER OF THE EAST HALF OF SAID QUARTER SECTION; THENCE
NORTH $01^{\circ}-08'-21''$ EAST, ALONG THE WEST LINE OF THE EAST HALF OF SAID
QUARTER SECTION, 2211.23 FEET; THENCE SOUTH $88^{\circ}-54'-14''$ EAST, 398.35
FEET; THENCE NORTHEASTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT,
HAVING A RADIUS OF 400.00 FEET, TO A POINT (THE CHORD ACROSS SAID
CURVED COURSE BEARS NORTH $45^{\circ}-58'-44''$ EAST, 50.48 FEET); THENCE
NORTH $49^{\circ}-35'-01''$ EAST, 183.17 FEET; THENCE NORTH $00^{\circ}-06'-38''$ EAST,
288.84 FEET TO THE NORTH LINE OF SAID QUARTER SECTION; THENCE SOUTH
 $88^{\circ}-53'-24''$ EAST, ALONG THE NORTH LINE OF SAID QUARTER SECTION, 795.45
FEET TO THE POINT OF BEGINNING. SITUATED IN THE COUNTY OF BOONE AND
STATE OF ILLINOIS. CONTAINING 78.88 ACRES.