
* 2 0 0 7 R 0 3 2 5 6 *
2007R03256
PAMELA D. McCULLOUGH
BOONE COUNTY CLERK & RECORDER
RECORDED ON
04/02/2007 01:40:01PM
Number Of Pages: 14
REC FEE: 35.00
RHSP FEE: 10.00

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

ARGALLON CROSSING SUBDIVISION

Prepared by and return to:

Curtis R. Tobin II
Tobin & Ramon
Attorneys at Law
530 S. State St. #200
Belvidere, IL 61008
(815) 544-0316
FAX: (815) 544-4398

This Instrument Prepared by
and return to:
Curtis R. Tobin II
TOBIN & RAMON
530 South State St., #200
Belvidere, IL 61008

ARGALLON CROSSING SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

SUPERIOR PROPERTY DEVELOPMENT 13, LLC, an Illinois Limited Liability Company, is the Owner in fee simple of certain real estate situated in Boone County, Illinois, known by official Plat designation as Lots 1 through 44 inclusive as designated upon the Plat of Argallon Crossing Subdivision, being a Subdivision of part of the Southeast Quarter of the Section 9 and part of the Northeast Quarter of Section 16, Township 44 North, Range 3 East of the Third Principal Meridian in Boone County, Illinois, as platted and recorded in the Recorder's Office of Boone County, Illinois, on MARCH 23, 2007, as Document No. 2007R02946 in Plat Index File Envelope No. 369-A; and

WHEREAS, for the purposes of enhancing and protecting the value, attractiveness and desirability of the Lots constituting such Subdivision, the Declarant hereby declares that all of the real property described above, and each part thereof, shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land, and shall be binding upon all Parties having any rights, title or interest in the above-described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, Declarant does hereby declare and make known:

I. DEFINITION.

- A. "Architectural Review Agent" shall mean Declarant - Superior Property Development 13, LLC, or its successors or assigns.
- B. "Common Properties" shall mean those areas of the property shown or designated on any recorded Subdivision Plat or other instrument recorded relating to the properties intended to be devoted to the common use of the Owners of the properties, as indicated by appropriate legends or notes upon said recorded Subdivision Plats or instruments including the conservation area and that portion of the stormwater system laying outside the public right-of-way.
- C. "Declarant" and/or "Developer" shall be deemed to be Superior Property Development 13, LLC, an Illinois Limited Liability Company.
- D. "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions together with all of the provisions contained herein as they now appear and as they may be hereafter amended.
- E. "Existing Property" shall have the meaning as designated herein.
- F. "Improvement" shall mean any construction or structure on or with respect to a Lot, including but not limited to:
 - 1. As a residence for people; and/or
 - 2. Garages, gazebos, driveways, patios, decks and porches ("Improvements").
- G. "Living Area" shall mean that portion of any residential dwelling normally used for human habitation, and specifically excluding any basement areas, garage and attic.
- H. "Lot" shall mean any plot of land on a recorded Subdivision map referred to above.
- I. "Owner" shall mean the Owner of record, whether one or more persons are entities of fee simple title to any Lot which is a part of the Subdivision and shall include contract sellers but shall not include those holding title merely as security for the performance of an obligation.
- J. "Subdivision" shall mean the subdivided real property hereinbefore stated.

- K. "The Properties" shall mean and refer to all such existing property and additions thereto, as are subject to this Declaration or any Supplemental Declarations.
- L. "Conservation Area" shall mean that area as depicted upon the Plat of Subdivision.

II. PROPERTY SUBJECT TO THIS DECLARATION.

Existing Property. 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 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. The real property which is and shall be held, transferred, sold, conveyed and occupied and subject to this Declaration is more particularly described heretofore and referred to as "Subdivision".

III. RULES GOVERNING USE OF COMMON PROPERTIES.

The Declarant establishes and creates the following Easements:

- A. A non-exclusive, permanent, and perpetual easement pertinent to and for the benefit of each lot in the subdivision for the construction and maintenance of a drainage retention pond or basin on the real property as designated on the Plat of Subdivision; provided however that this Easement shall not permit construction or installation of any structures or improvements in the area subject to the Easement.
- B. A non-exclusive, permanent, perpetual, non-buildable, non-fillable Storm Water Detention and Drainage Easement which is set forth in the Plat of Subdivision, which is the sole responsibility of the Argallon Crossing property owner's association designated on the general notes of the Plat of Subdivision.

- C. The Conservation Area shall be maintained as a non-buildable, non-developable area. The parties shall not be allowed to disturb any part of the Conservation Area. Argallon Crossing property owners association shall care for any landscaping or planting provided by the Developer and charged with the responsibility of developing and maintaining the Conservation and Common Areas.
- D. The Association shall maintain that portion of the stormwater improvements not laying within the public right-of-way to ensure the integrity of the system.

IV. CONDITIONS AND RESTRICTIONS TO RUN WITH THE LAND.

- A. General. The conditions and restrictions of this Declaration, with the express exception of Article VIII, apply to The Properties and shall be construed to be covenants running with the land, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until July 1, 2041. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least seventy-five percent (75%) of the Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.
- B. Residential Lot Restrictions. The conditions and restrictions of Article VIII shall apply only to Residential Lots and Common Properties, and shall be construed to be covenants running with the land for those Residential Lots, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until July 1, 2041. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by Owners of at least seventy-five percent (75%) of the Residential Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.

V. CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL LOTS AND COMMON PROPERTIES.

- A. No building shall be erected or maintained on any Lot unless it is a dwelling house designed and equipped for occupancy as a private residence by a single family only. No building shall be erected, altered, placed or permitted to remain on any Lot, other than a single family dwelling not to exceed two and one-half stories in height. Garages must be attached to the dwelling house and must be a minimum size to accommodate two cars. No accessory buildings or dog runs are permitted.

- B. Each dwelling constructed in the Subdivision shall comply with the following minimum area requirements (which exclude the area of any garage or basement):
- (1) ranch or exposed ranch, 1,600 square feet on the main floor;
 - (2) one and one-half story, 1,200 square feet on the main floor and 2,100 square feet total;
 - (3) two story 2,200 square feet total;
 - (4) bi-level, 1,200 square feet on the main floor and 2,100 square feet total; and tri-level, 1,200 square feet on the main floor and 2,300 square feet total.

The minimum requirements may be varied at the sole discretion of the Architectural Review Agent.

- C. Construction must be commenced on the Lot within three (3) years from the date of purchase from Developer, and in the event construction is not commenced within three (3) years from the date of purchase from Developer, then the Declarant 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 the deed and shall not be extended by any subsequent transfer of the Lot. For purposes of this Section C, commencement of construction shall be defined as the placement of footings, foundation walls, and exterior framing, complete with roofing, windows and siding.
- D. No dwelling shall be erected or maintained until and unless the plans and specifications for the same have been submitted to and approved in writing by Declarant or its successor or assignees. The general contractor for the erection or construction of any improvement must be approved in writing in advance of construction by the Architectural Review Agent. If such plans and specifications are not disapproved within thirty (30) days from the date all required materials are submitted, they shall automatically be deemed to be approved.

All plans must be 1/4" or 1/8" scale plans, show all four elevations of the proposed house, include floor plans, foundation plans and a Lot layout showing the location of the home on the Lot.

In addition to the foregoing, each set of plans submitted for review shall be accompanied by a Plan Review Checklist, which shall be developed by the Architectural Control Committee.

All proposed homes must include the following:

1. Windows on all four elevations. No elevation with solid walls of siding will be approved.

2. All fireplace chases must sit on top of the foundation wall. No cantilevered or "floating" fireplaces will be approved.
3. No less than 25% of the home must be built with natural building material, such as brick, drivet, stone, or a mixture of materials.

In addition to the above submissions, the Architectural Control Committee will require a grading plan, landscaping plan, and erosion and sediment control plan prepared by, at the discretion of the Architectural Control Committee, a certified surveyor or engineer.

- E. A gravel driveway shall only be permitted for six (6) months from the date of occupancy. Thereafter, the driveway must be completed with asphalt, concrete or other permanent driveway material. The Architectural Review Agent may grant written extension of this time limit upon showing that the weather did not permit compliance with this requirement.
- F. No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes and no noxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance.
- G. Except as hereinafter provided, no sign of any kind, including but not limited to advertising signs or billboards, including "For Sale" or "For Rent" advertising signs shall be erected or maintained on any Lot. A sign displaying the name of the general contractor and/or architect of a house may be erected during construction of said house provided that the sign does not exceed twelve (12) square feet in area and is removed immediately after completion of the house. The Declarant may erect one or more signs on the property for the purpose of advertising the property, providing that such signs shall be removed immediately after all Lots are sold subject to the terms of a sales agreement, including an installment contract for deed.
- H. No visible tank for the storage of oil, gas or any other material shall be erected or maintained on any Lot.
- I. No stables or other quarters shall be erected, maintained or used on any Lot for breeding, raising, stabling or accommodating any horses, cattle, swine, goats, sheep, bees, fowl or any other animals. Dogs, cats and other household pets may be kept provided they are not bred or maintained for any commercial purpose and all local and state ordinances affecting the number of animals are followed.

- J. No trucks, trailers, mobile homes, campers, vans, snowmobiles, recreational vehicles, boat, inoperable vehicles, unlicensed vehicles or horse carriers, or similar vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on said Lot. No automobile, other motor vehicle or any of the aforementioned shall be parked or placed on any portion of a Lot other than a driveway or within a garage located on such Lot, as has been specified by this Section K
- K. No dwelling or garage shall be sided or covered with any material that simulates brick or stone unless samples are submitted and approved by Declarant in advance of their use.
- L. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any Lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.
- M. A standard United States Postal Service mailbox shall be installed on each Lot. Declarant reserves the right to remove any novelty mailboxes. Novelty mailboxes shall include, but not be limited to, pink flamingos, fish or animal characters, cartoon characters or other boxes not in general harmony with the Subdivision.
- N. Each vacant Lot not owned by Declarant shall be maintained by the Owner. Weeds shall be cut at least three times each summer and no trash, garbage, yard trimmings or other debris shall be allowed to accumulate on said Lot.
- O. No satellite dish exceeding 24 inches, antenna, or similar device shall be erected or maintained on any Lot and all such dishes shall be attached to the home.
- P. No fences shall be erected or maintained on any Lot, except for underground invisible fence applications that are used to contain pets on said Lot.
- Q. No above ground swimming pools shall be erected or maintained on any Lot. In ground swimming pools will be allowed, subject to plan approval by Declarant. Any fencing that would be required around the swimming pool shall be of high quality wrought iron material.
- R. 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.

VI. COMMON AREAS.

- A. "Common Areas" include those portions of the Property not designated as Lots. These may include Conservation Development Area, green space, walking and/or bicycle path(s), or other improvements to the Common Areas or Conservation Area including that portion of the stormwater sewer system laying outside the public right-of-way.
- B. No Lot Owner shall have a deeded interest in the Common Areas, but shall have the rights to enjoy the Common Areas along with any other Lot Owners' rights, 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 VII.
- C. The costs of improving and maintaining the Common Areas and Conservation Area 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 VII.
- D. 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 Argallon Crossing Homeowner's Association, acceptable to Declarant.

VII. OWNERS ASSOCIATION.

- A. The Developer has established an Owners Association pursuant to this Article.
- B. The Owners Association is formally known as the "Argallon Crossing Homeowners Association". The Owners Association may choose to be incorporated.
- C. 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 and entitled to one vote per Lot.
- D. The Owners Association shall have the right to enforce all the terms and conditions of this Declaration of Covenants, Conditions and Restrictions of Argallon Crossing 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.

- E. 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.
- F. 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.

VIII. CONSERVATION DEVELOPMENT AREAS.

- A. 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.
- B. 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.

IX. GENERAL PROVISIONS.


- A. Declarant or the transferees of Declarant shall undertake the work of developing the Lots included within the Subdivision. In order that such work may be completed and the Subdivision established, nothing in this Declaration shall be understood or construed to prevent the Declarant or the Declarant's transferees or employees, contractors or subcontractors of the Declarant or Declarant's transferees from doing on any part or parts of the Subdivision owned or controlled by the Declarant or the Declarant's transferees, whatever they determine necessary or advisable in connection with the completion of such work.

- B. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants and reservations, and the jurisdiction, rights and powers of Declarant created or reserved by this Declaration, and all impositions and obligations hereby imposed shall run with the land and bind every Owner of any interest therein and inure to the benefit of every Owner in like manner, as though the provisions of this Declaration were recited and set forth at length in each and every such deed of conveyance. Enforcement of the provisions hereof by any such Owner, as aforesaid, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions either to restrain violation, to remove such violation or to recover damages.
- C. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches occur.
- D. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by consent of eighty percent (80%) of the Owners of said Subdivision Property.
- E. No breach of any of the conditions herein contained or re-entry by reason of such breach, shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee sale or otherwise.
- F. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any Owner thereof until July 1, 2041 as set forth in Article III. Thereafter, they shall be automatically extended for additional periods of ten (10) years unless otherwise agreed in writing by the then Owners of at least seventy-five percent (75%) of the Subdivision Lots.
- G. The Declarant, the Developer, the Architectural Review Agent, and any Owner shall be entitled to enforce any of the foregoing Restrictions and Conditions by proceedings at law or equity, PROVIDED, that Owners may not seek to enforce any Restriction or Condition without first notifying the Architectural Review Agent of the alleged violation and giving the Architectural Review Agent thirty (30) calendar days to seek its correction. In the event that the Declarant, the Developer, the Architectural Review Agent or owners do not institute proceedings to enforce the foregoing restrictions and conditions, the County of Boone may (but it is not obligated) seek enforcement thereof. It is agreed that the County of Boone has standing to do so.

- H. In any successful suit brought to enforce a Restriction or Condition, or to seek damages for its breach, the Prevailing Party shall be entitled to its attorneys fees.
- I. In the event that any Restriction or Condition, or of any portion of any Restriction or Condition, shall be found to be invalid by a court of competent jurisdiction, that provision shall be null and void and the remaining Restrictions and Conditions shall remain in full force and effect.
- J. The rights, privileges, and powers retained by the undersigned shall be assignable, and shall inure to the benefit of its successors and assigns.
- K. Any notice required to be sent to Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.
- L. Anything to the contrary hereinbefore stated notwithstanding, the Declarant shall assign and otherwise turn over management and maintenance of all Common Areas upon the occurrence of either 75% of the Lots being sold, or ten (10) years from the date hereof, whichever first occurs.

IN WITNESS WHEREOF, the undersigned Declarant has caused these presents to be executed by its duly authorized representatives this 30th day of March, 2007.

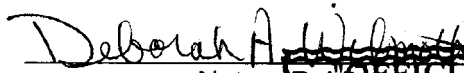
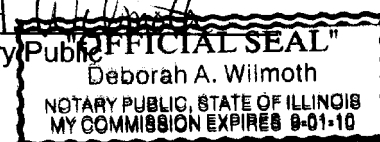
Superior Property Development 13, LLC,
an Illinois limited liability company

By 
Member

State of Illinois)
) ss.
County of Boone)

I, a Notary Public in and for said County and State, do hereby certify that Robert Koeller, as member of Superior Property Development 13, LLC, an Illinois limited liability company, appeared before me this day in person and severally acknowledged that as such Member of said limited liability company caused the seal of said limited liability company to be affixed thereto, pursuant to authority given by the Managers and Members of said limited liability company, as his free and voluntary act, and as the free and voluntary act of said limited liability company for the purposes therein set forth.

Given under my hand and seal this 30th day of March, 2007.


Notary Public


LEGAL DESCRIPTION
SUPERIOR PROPERTY DEVELOPMENT THIRTEEN, LLC
ARGALLON CROSSING
RC Zoning District

PART OF THE SOUTHEAST QUARTER OF SECTION 8 AND PART OF THE NORTHEAST QUARTER OF SECTION 16, ALL IN TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A 3/4" IRON PIN AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 00°-05'-08" WEST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1398.15 FEET TO A 3/4" IRON PIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE NORTH 88°-05'-34" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1315.28 FEET TO A 5/8" IRON PIN AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 00°-00'-45" WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, A DISTANCE OF 1388.10 FEET TO A CASE-HARDENED NAIL AT THE SOUTHEAST CORNER OF SAID SECTION 8; THENCE SOUTH 00°-15'-15" EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 1311.81 FEET TO A CASE-HARDENED NAIL AT THE NORTHEAST CORNER OF PREMISES CONVEYED BY MICHAEL L. JANEWAY AND KIMBERLY SUE JANEWAY TO MICHAEL L. JANEWAY, LLOYD M. JANEWAY AND LINDA R. JANEWAY BY WARRANTY DEED RECORDED AS DOCUMENT NO. 03R17744 IN THE RECORDER'S OFFICE OF BOONE COUNTY, ILLINOIS; THENCE SOUTH 88°-01'-20" WEST, ALONG THE NORTH LINE OF AFORESAID PREMISES, SO CONVEYED AND ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 1316.83 FEET (1316.00 = DEED), TO A 3/4" IRON PIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH 00°-04'-08" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 1321.23 FEET TO THE POINT OF BEGINNING.

ALSO:

PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN IN BELVIDERE TOWNSHIP, BOONE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN IN BOONE COUNTY, ILLINOIS, AND BEING IN THE INTERSECTION OF RICHARDSON ROAD AND MOAN ROAD; THENCE NORTHERLY ALONG THE EAST LINE OF SAID QUARTER SECTION AND BEING IN RICHARDSON ROAD, AT AN ANGLE OF 80°-58'-08" MEASURED CLOCKWISE FROM THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 1330.02 FEET TO AN IRON STAKE MARKING THE NORTHEAST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, AT AN ANGLE OF 80°-05'-08" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 837.70 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PREMISES, TO-WIT: THENCE CONTINUING WESTERLY, ALONG THE NORTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, A DISTANCE OF 480.30 FEET TO AN IRON STAKE MARKING THE NORTHWEST CORNER OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, AT AN ANGLE OF 80°-08'-00" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 884.78 FEET TO AN IRON STAKE MARKING THE SOUTHWEST CORNER OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, AT AN ANGLE OF 80°-00'-30" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE 482.178 FEET; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF SAID NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, A DISTANCE OF 884.83 TO THE POINT OF BEGINNING. SITUATED IN THE COUNTY OF BOONE AND THE STATE OF ILLINOIS.

SUPERIOR PROPERTY DEVELOPMENT THIRTEEN, LLC ARGALLON CROSSING

RC Zoning District

EXCEPTING THEREFROM:

A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN IN BELVIDERE TOWNSHIP, BOONE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT AN IRON STAKE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 44 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN IN BOONE COUNTY, ILLINOIS AND BEING IN THE INTERSECTION OF RICHARDSON ROAD AND MOAN ROAD; THENCE NORTHERLY ALONG THE EAST LINE OF SAID QUARTER QUARTER SECTION AND BEING IN RICHARDSON ROAD, AT AN ANGLE OF 90°-58'-08" MEASURED CLOCKWISE FROM THE SOUTH LINE OF SAID QUARTER QUARTER SECTION, 801.62 FEET TO AN IRON STAKE; THENCE WESTERLY, AT AN ANGLE OF 88°-03'-00" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 837.70 FEET TO AN IRON STAKE AND THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PREMISES, TO-WIT: THENCE NORTH 00°-12'-08" WEST, AT AN ANGLE OF 88°-03'-00" MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE, 36.88 FEET; THENCE SOUTH 44°-47'-52" WEST, 382.38 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE NORTH 88°-53'-01" EAST, ALONG SAID LINE, 277.48 FEET; THENCE NORTH 00°-12'-08" WEST, 238.13 FEET TO THE POINT OF BEGINNING.