

~~303606~~DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, ILRECORDED ON  
09/22/2006 10:52:52AMMISC R FEE: 27.00  
RHSP FEE: 18.00

PAGES: 8

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

## DECLARATION OF COVENANTS AND RESTRICTIONS

The Declarant, Wessel Farm Estates, LLC, is the owner in fee simple of certain real property, hereinafter called "Restricted Property," lying, being, and situate in the County of MONROE, State of ILLINOIS, shown on the attached Exhibit 1 and described as follows; to wit:

**PARCEL 1:**

Part of Tax Lot 8B of Section 4, Township 2 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, as shown on page 35 in "Surveyor's Official Plat Record A", in the Monroe County records, and being more particularly described as follows:

Commencing at the southeast corner of Tax Lot 8C of Section 4, Township 2 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, as shown on page 35 in "Surveyor's Official Plat Record A", in the Monroe County records; thence South 00 degrees 23 minutes 25 seconds West, an assumed bearing along the east line of said Tax Lot 8B, a distance of 1634.78 feet; thence North 89 degrees 36 minutes 35 seconds West 10.00 feet to the point of beginning for the herein described tract; thence South 00 degrees 23 minutes 25 seconds West 61.01 feet; thence North 70 degrees 31 minutes 51 seconds West 10.50 feet; thence North 49 degrees 14 minutes 57 seconds West 138.36

feet; thence North 63 degrees 24 minutes 39 seconds West 115.16 feet; thence North 52 degrees 44 minutes 49 seconds West 86.56 feet; thence North 14 degrees 15 minutes 58 seconds West 92.65 feet; thence North 10 degrees 05 minutes 52 seconds East 54.68 feet; thence North 24 degrees 57 minutes 40 seconds West 64.06 feet; thence North 34 degrees 47 minutes 39 seconds West 65.65 feet; thence North 42 degrees 40 minutes 18 seconds West 84.05 feet; thence North 13 degrees 10 minutes 48 seconds West 112.00 feet; thence North 47 degrees 27 minutes 26 seconds West 16.48 feet; thence North 21 degrees 51 minutes 13 seconds East 77.09 feet; thence South 74 degrees 40 minutes 37 seconds East 19.65 feet; thence South 12 degrees 46 minutes 42 seconds East 163.21 feet; thence South 41 degrees 43 minutes 13 seconds East 76.32 feet; thence South 35 degrees 32 minutes 57 seconds East 74.05 feet; thence South 24 degrees 10 minutes 25 seconds East 87.68 feet; thence South 11 degrees 11 minutes 32 seconds West 57.21 feet; thence South 13 degrees 28 minutes 25 seconds East 60.35 feet; thence South 54 degrees 22 minutes 42 seconds East 68.76 feet; thence South 62 degrees 55 minutes 05 seconds East 110.19 feet; thence South 48 degrees 16 minutes 38 seconds East 119.15 feet to the point of beginning.

**PARCEL 2:**

Part of Tax Lot 8B of Section 4, Township 2 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, as shown on page 35 in "Surveyor's Official Plat Record A", in the Monroe County records, and being more particularly described as follows:

Commencing at the southeast corner of Tax Lot 8C of Section 4, Township 2 South, Range 10 West of the Third Principal Meridian, Monroe County, Illinois, as shown on page 35 in "Surveyor's Official Plat Record A", in the Monroe County records; thence South 00 degrees 23 minutes 25 seconds West, an assumed bearing along the east line of said Tax Lot 8B, a distance of 2135.19 feet to the southeast corner of said Tax Lot 8B; thence North 70 degrees 31 minutes 51 seconds West 942.98 feet to the southwest corner of said Tax Lot 8B; thence North 00 degrees 09 minutes 07 seconds East, along the west line of said Tax Lot 8B, a distance of 948.86 feet to the point of beginning for the herein described tract; thence continuing North 00 degrees 09 minutes 07 seconds East 43.08 feet; thence South 60 degrees

01 minute 39 seconds East 86.76 feet; thence South 48 degrees 10 minutes 15 seconds East 241.66 feet; thence 46.20 feet along a tangent curve to the left having a radius of 25.00 feet, with a central angle of 105 degrees 52 minutes 54 seconds, and a chord which bears North 78 degrees 53 minutes 18 seconds East, a chord distance of 39.90 feet; thence North 25 degrees 56 minutes 51 seconds East 134.22 feet; thence South 64 degrees 03 minutes 09 seconds East 50.00 feet; thence South 25 degrees 56 minutes 51 seconds West 200.43 feet; thence 46.20 feet along a tangent curve to the right having a radius of 25.00 feet, with a central angle of 105 degrees 52 minutes 54 seconds, and a chord which bears South 78 degrees 53 minutes 18 seconds West, a chord distance of 39.90 feet; thence North 48 degrees 10 minutes 15 seconds West 364.14 feet to the point of beginning.

The "Restricted Property" herein is, or will become, a wetland under the regulatory jurisdiction of the St. Louis District of the U.S. Army Corps of Engineers (hereinafter referred to as the U.S. Army Corps of Engineers), pursuant to Section 404 of the Clean Water Act (33 USC 1344).

The Declarant is the applicant for U.S. Army Corps of Engineers permit number 2006-519, to place fill in wetlands in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number 2006-519 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetlands pursuant to Section 404 of the Clean Water Act (33 USC 1344).

The Declarant and the U.S. Army Corps of Engineers have reached an agreement whereby the Declarant will be permitted to place fill in wetlands in accordance with the terms and conditions of U.S. Army Corps of Engineers permit number 2006-519, and; that in consideration for the permittee to place fill material in wetlands, the Declarant will mitigate the adverse environmental effects resulting from the placement of fill material in wetlands by creating approximately 1.5 acres of wetlands which when completed will be what is described herein as the "Restricted Property" and dedicating the realty described as the "Restricted Property" for the perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place fill in wetlands would not have been granted but for the performance of the mitigation measures contained in the said permit, including the dedication of the "Restricted Property" for this use as environmental mitigation, and; that, a certified copy of this document, as recorded in the Office of the County Recorder for MONROE County, Illinois, must be submitted to the U.S. Army Corps of Engineers within 60 days of execution of permit number 2006-519 and; the said permit is issued in consideration for the performance of the mitigation measures contained in the said permit, including the execution and recording of this Declaration of Covenants and Restrictions.

NOW THEREFORE, the Declarant for and in consideration of the facts herein recited and the mutual covenants, terms, conditions and restrictions herein contained, does hereby make the following covenants and creates the following restrictions on the "Restricted Property", for the purpose set forth herein:

COVENANTS OF DECLARANT:

1. The Declarant shall not obstruct the view of "Restricted Property" in its natural, scenic, and open condition;
2. The Declarant does hereby insure the right of the U.S. Army Corps of Engineers, in a reasonable manner and at reasonable times, to enforce by proceedings at law or in equity the covenants hereinafter set forth. The U.S. Army Corps of Engineers does not waive or forfeit the right to take action as may be necessary to insure compliance with the covenants and purposes of this declaration by any prior failure to act;
3. The Declarant does hereby agree to allow the U.S. Army Corps of Engineers the right to enter "Restricted Property" at all reasonable times for the purpose of inspecting "Restricted Property" to determine if the Declarant, or its heirs or assigns, is complying with the covenants and purposes of this declaration.
4. Without the prior express written consent from the U.S. Army Corps of Engineers under the terms of the aforesaid U.S. Army Corps of Engineers Permit number 2006-519, the Declarant shall abide by the following covenants:
  - a. There shall be no dredged or fill material placed on "Restricted Property" except as necessary for completion of the approved mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number 2006-519, or for public safety

or essential utility services. However, any public safety or essential utility services project must be approved by the U.S. Army Corps of Engineers, and effects upon the "Restricted Property" must be avoided and minimized to the maximum extent possible.

b. There shall be no commercial, industrial, agricultural, residential or recreational developments, buildings, or structures including signs, billboards, other advertising material, or other structures built or placed on "Restricted Property" except as necessary to the U.S. Army Corps of Engineers permit number 2006-519, or for educational or interpretive purposes. However, any projects for educational or interpretive purposes must be approved by the U.S. Army Corps of Engineers, and effects upon the "Restricted Property" must be avoided and minimized to the maximum extent possible.

c. There shall be no removal or destruction of trees and plants, mowing, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals, or other materials on "Restricted Property" except as necessary for completion of the mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number 2006-519, or for required tree height restrictions to meet airport safety measures. Pursuant to the mitigation plan, any forest management plan must be approved by the U.S. Army Corps of Engineers, Illinois Department of Conservation, and U.S. Fish and Wildlife Services.

d. There shall be no grazing or keeping of cattle, sheep, horses, or other livestock on "Restricted Property".

e. There shall be no operation of snowmobiles, dunebuggies, motorcycles, all-terrain vehicles or any other types of motorized vehicles on "Restricted Property", except as necessary for completion of the mitigation plan as provided pursuant to the U.S. Army Corps of Engineers permit number 2006-519.

This Declaration of Covenants and Restrictions may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective, such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

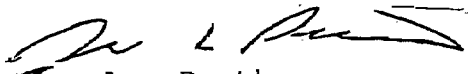
Except as expressly limited herein, the Declarant reserves for itself, its heirs and assigns, all rights as owner of "Restricted Property", including the right to use the property for all purposes not inconsistent with this grant.

This Declaration of Covenants and Restrictions is created in consideration for the Declarant being allowed to place fill in wetlands in accordance with the terms and conditions of the U.S. Army Corps of Engineers permit number 2006-519.

The terms and conditions of this Declaration of Covenants and Restrictions shall, as of the date of execution of this document, bind the Declarant to the extent of its legal and/or equitable interest in "Restricted Property", and; this Declaration, and the covenants and restrictions contained herein, shall run with the land both as to benefit and to burden and shall be binding on the Declarant and its heirs, successors, and assigns forever.

The terms and conditions of this Declaration of Covenants and Restrictions shall be both implicitly and explicitly included in any transfer, conveyance, or encumbrance of "Restricted Property" or any part thereof, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of "Restricted Property" shall set forth the terms and conditions of this document either by reference to this document or set forth in full text.

IN WITNESS, said Declarant has caused its name to be signed to these presents and attested by *Mary L. Mueller* this *21st* day of *September*, 2006.

  
Jonathan Lee Poetker,  
Operating Manager,  
Wessel Farm Estates, LLC

STATE OF ILLINOIS

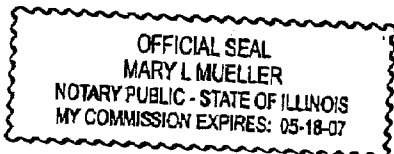
COUNTY OF MONROE

I, the undersigned a Notary public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that *Jonathan Lee Poetker* personally known to me (use corporate acknowledgement, if needed) to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this *21st* Day of *September* 2006

IMPRESS  
NOTARY SEAL  
HERE

*Mary L Mueller*  
NOTARY PUBLIC



My commission expires:

THOUVENOT, WADE & MOERCHEN, INC.  
ENGINEERS • SURVEYORS • PLANNERS



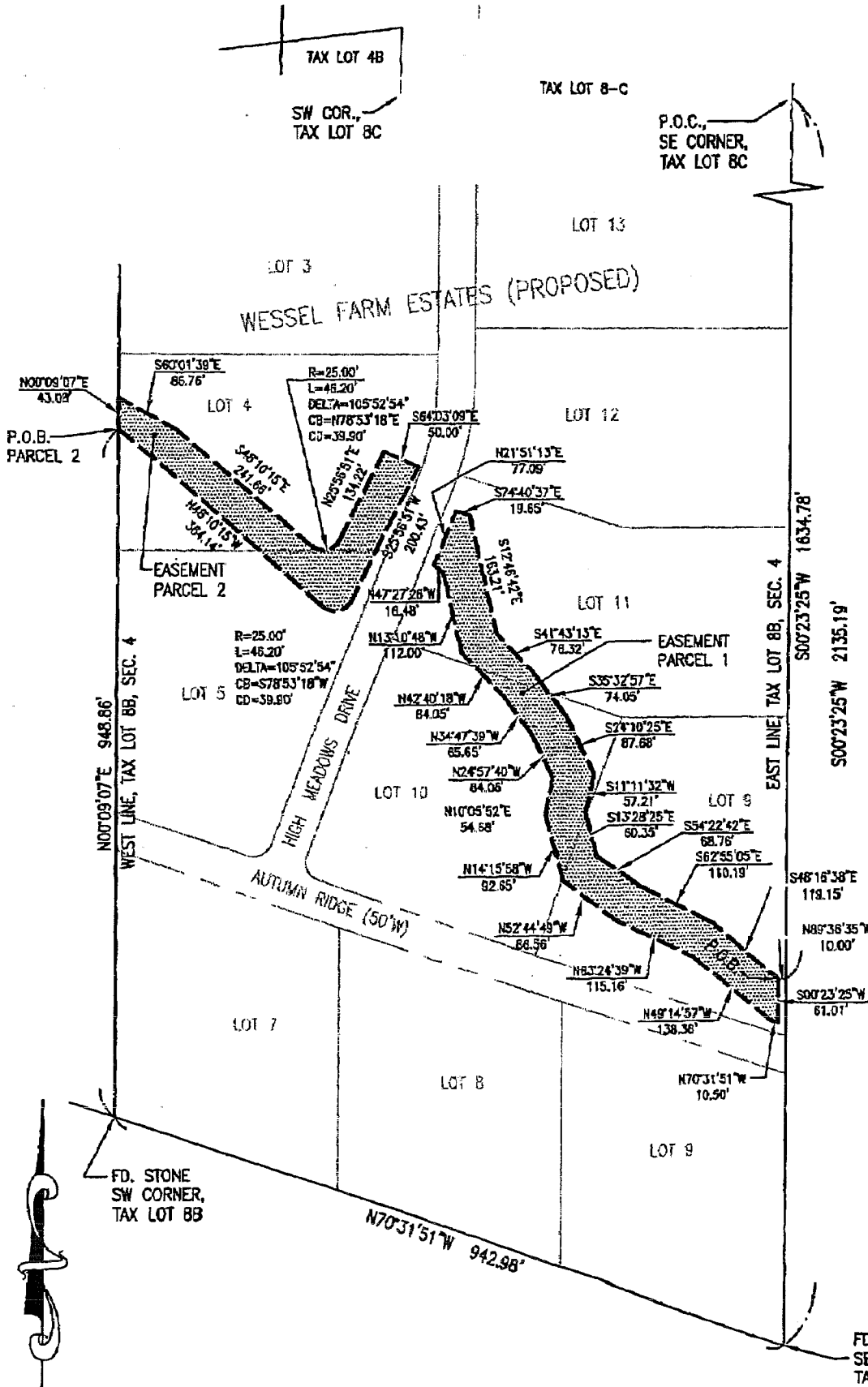
- CORPORATE OFFICE  
4940 OLD COLLINSVILLE RD.  
SWANSEA, ILLINOIS 62226  
TEL (618) 624-4485  
FAX (618) 824-6888  
corp@twm-inc.com
- WATERLOO OFFICE  
113 SOUTH MAIN STREET  
WATERLOO, ILLINOIS 62298  
TEL (618) 839-5050  
FAX (618) 839-3938  
waterloo@twm-inc.com
- ST. LOUIS OFFICE  
1001 CRAIG ROAD, SUITE 250  
ST. LOUIS, MISSOURI 63146  
TEL (314) 238-5052  
FAX (314) 872-2194  
stlouis@twm-inc.com

EXHIBIT  
Conservation Easement

Wessel Farm Estates  
SEC 4, T28, R10W  
3rd P.M., Monroe Co., IL

EXHIBIT NUMBER

1



G:\SDSK\PROJ\050454\dwg\050454 Conservation Esmt.dwg 8/21/2006 2:12:32 PM CST

309607

DENNIS KNOBLOCH  
MONROE COUNTY RECORDER  
WATERLOO, IL

RECORDED ON  
09/22/2005 10:52:53AM

MISC R FEE: 26.00  
RHSP FEE: 18.00

PAGES: 7

BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

**WESSEL FARM ESTATES  
PROTECTIVE COVENANTS**

The maker of this Indenture, Wessel Farm Estates, L.L.C. is the owner and developer (herein referred to as "Developer") of all the real estate contained in Wessel Farm Estates, a subdivision in the County of Monroe, as per plat thereof recorded in *Dec # 309605, Env 2-227A* in the Recorder's Office of Monroe County, Illinois, (herein referred to as "Subdivision") which plat and lots shown thereon, and this instrument shall be complimentary to each other.

WHEREAS, the Developer hereby imposes upon all of the aforesaid land in said subdivision certain conditions, restrictions, reservations, and limitations, which shall run with the land, and shall be binding on all parties having any right, title or interest in the said land or any part thereof, whether or not the said restrictions be specifically incorporated in the conveyance of any said lot or tract of land.

NOW THEREFORE, in consideration of the mutual advantages accruing to the current owner of the aforesaid lots, as well as the mutual advantages which will accrue to the future owners of said lots, there is hereby imposed on each lot of the above-described property the following:

1. **DWELLING SIZE AND SPECIFICATIONS:** Lots 1-5, 11-15: 1,800 square feet minimum on ranch-style homes; 2,000 square feet minimum on two-story; and 484 square feet minimum for attached garage. Lots 6-10: 2200 square feet minimum on ranch style homes; 2600 square feet minimum on two-story homes; and 484 square feet minimum for attached garage. All lots shall be used exclusively for residential purposes. No lot shall be resubdivided or otherwise divided so as to make it smaller, unless prior approval is obtained in writing from the Developer. No commercial or industrial activity may be conducted or performed on any lot.
2. **EARTH REMOVAL:** In the event the removal of earth is necessary for the construction of any dwellings, such excess dirt shall be moved from the dwelling site and deposited at such site or sites on Developer's property or removed entirely from the subdivision as Developer might direct, all at the sole cost and expense of the lot owner. All interior lots

shall be sod or seeded from the street to the front exterior of the dwelling as soon after completion of construction of the dwelling as possible at the expense of the owner.

3. **CONSTRUCTION APPROVAL:** No construction or alteration of any kind or the placement of any structure or material upon any of such lots shall be permitted until the construction plans and specifications have been approved by the Developer in writing. A copy of the plans and specifications shall be delivered to the Developer a minimum of ten (10) days prior to the beginning of such construction. Plans shall include such detail as Developer may reasonably require. No changes or deviation from the approved plans and specifications shall be allowed without approval from the Developer in writing.
4. **CONSTRUCTION MATERIALS:** The front face of each residence must be constructed of masonry to first floor wall height, including front return walls. Roofs must have a minimum of a 6/12 pitch except when approved by the Developer. All roof shingles shall carry a 25-year warranty, be of an architectural type or shakes, and shall be approved by the Developer. No exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding is not allowed. Developer, prior to lot purchase, must approve exceptions or alterations to construction materials.
5. **COMPLETION REQUIREMENTS:** Construction of a main residential home must be complete within twelve (12) months from the start of construction.
6. **BUILDING LINES:** No building, or any part thereof, shall be erected or placed on any lot in the development tract nearer to the roads than the building lines shown on the plat of the said development. Set-back lines shall be in accordance with regulations of Monroe County.
7. **EASEMENTS:** Easements as shown on the record plat are hereby set aside and reserved for poles, wire, water/gas mains, storm and sanitary sewers, CATV and other subdivision utilities, essentials and facilities. No building or structure, nor any part thereof, retaining wall, or other interfering obstructions may be erected, constructed, or maintained within, on or over any easement as shown on this plat or which may hereafter be established. However, any lot owner may at his/her own risk and expense pave the easement, or erect a fence, understanding that any excavation necessary to install or service utilities within the said easement may damage or destroy such pavement or fence and the expense of restoring the pavement or fence shall be born solely by the owner of the parcel whose pavement or fence is damaged. All future owners of said lots shall properly care for the easement areas and keep them free from unsightly accumulation of weeds, debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within meaning of this Indenture.
8. **STORM WATER DETENTION AREA/DRAINAGE WAYS:** Part of common ground to be maintained by Homeowners' Association.
9. **FENCING:** All fences must consist of wood, vinyl, iron, brick or stone materials. Metal chain-link fencing is not allowed. No fence or screening may be erected or maintained on any land between the building setback lines and the street upon which the lot fronts.
10. **ACCESSORY BUILDINGS:** One (1) accessory building, compatible with the permitted use, shall be permitted per full lot. Gazebos and bathhouses shall be excluded in

calculating this limitation as to number of accessory buildings. Excluding Lot # 3 (where an existing shed is located), all accessory buildings shall be located no closer than 20 ft to any neighboring lots and shall be behind the line of the front of the primary residential building. The Developer must approve the location prior to construction. A pole building is acceptable with the following guidelines: 1) Minimum 400 square foot, 2) Aesthetically pleasing character, 3) Color harmony, and the avoidance of garish colors, 4) overhead entrance doors for large opening is required and 5) must have landscaped perimeter within six (6) months after completion.

11. **PROPANE STORAGE TANK:** All propane storage tanks must be buried.
12. **WASTE SYSTEM:** All private sewage systems shall be built and maintained in compliance with good engineering practice and within state and local regulations. Said systems shall be maintained in such a manner that the flow should not violate Monroe County Health Department or other appropriate governmental entity regulations, nor become a nuisance. Aeration systems should have an annual maintenance contract and report showing system is working properly, plus the information that the Monroe County Health Department recommends and / or requires.
13. **NUISANCES:** No loud, noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupant of the other lots within the Subdivision, nor shall any lot be used for storage of wrecked, junked or permanently disabled automobiles or trucks which are not currently licensed or for keeping and storing anything that make the property unsightly. No accumulation of trash, garbage or other debris will be permitted on any lot. No weeds exceeding 10 inches in height will be permitted in any open areas. Garage doors should remain closed unless in use.
14. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on the premises. Any type of venomous or dangerous animals such as snakes, guard dogs, etc. are not allowed. Cats, dogs, birds, etc. are allowed provided they are not kept, bred nor maintained for any commercial purpose. Such pets shall not be permitted to run at large or to be a nuisance to other property owners in the subdivision through the noise they cause or their excrements.
15. **STORAGE:** One (1) tractor, recreational vehicle, camper, trailer or boat will be allowed to be parked outside of any enclosed structure, but such vehicle may only be parked behind the front line of the house on the lot.
16. **SIGN:** No sign of any kind shall be displayed to the public eye on any lot except as authorized by county ordinance. One sign for the purpose to advertise premises for sale or rent is permitted, but the sign may not exceed 6 square feet. Signs used by a builder or Developer to advertise the premises during construction and sale period likewise are permitted but are to be placed by discretion of Developer.
17. **MOBILE HOMES:** No mobile or modular home may be located at any time upon the premises. Homes must be built from the ground up.
18. **SATELLITE DISHES/SOLAR PANELS/ANTENNAE:** All electric service, telephone lines, cable TV lines and other utility lines shall be placed underground. No utility

entrances shall be visible from street. No electrical power shall be run from any home to an RV or any other temporary-residence vehicle. Homeowners are responsible for insuring that cable wire is run below the ground surface with the cable company.

19. **POOLS:** Only in-ground (below-ground) pools are permitted. Pool must be properly fenced in accordance to County code.
20. **LIGHTING CONTROLS:** Any lights used for illumination of signs, parking areas, swimming pools or for any other purposes, shall be arranged in such a manner that the main beam of light is directed away from neighboring residential properties. Streetlights to be installed in accordance with Monroe County subdivision code and the recorded plat. Operation and Maintenance costs are the responsibility of the Homeowners Association.
21. **RESTRICTED PROPERTY:** Part of the Subdivision as shown on the recorded plat is considered to be "Restricted Property" by the U.S. Army Corp of Engineers as defined in the "Declaration of Covenants and Restrictions" recorded in *Doc # 309606* in the Recorder's Office of Monroe County, Illinois. As successors and / or assigns of the Developer, lot owners of any lot that contain any or all of the "Restricted Property" are subject to the requirements called out in such document.
22. **ENFORCEABILITY:** The restrictions created by this Indenture benefit and burden only the land described herein and known as Wessel Farm Estates with no intention to benefit real estate lying outside the boundaries of Wessel Farm Estates. These restrictions do not confer upon anyone else any right whatsoever to enforce the restrictions hereby created.
23. **FAILURE TO COMPLY AND VALIDITY:** Each and every grantee, by accepting any conveyance of, or interest in any said lots with Wessel Farm Estates or any part thereof, thereby binds itself, himself/herself and all heirs, assigns, successors, and legal representatives of each and every grantee, to the observance of and the compliance with the restrictions and provisions of this Indenture. If any violation of the restrictions and provisions of the Indenture, or failure or observance thereof, or failure of compliance therewith, is not cured or corrected within ten (10) days after notice thereof has been mailed or delivered by any one or more owners of said lots, or any party thereof, to the offending owner or owners, or person or persons, in possession thereof, it shall be lawful in order that such violation be cured or corrected, or to recover damages therefore, or party thereof, to institute and prosecute and proceedings at law or equity against any and all parties involved in such violation of failure of observance, or failure of compliance as aforesaid, including the owner or owners, of the involved lot or lots, or any part of parts thereof. In the event of legal action, the prevailing party shall be entitled to an award of reasonable attorneys fees for prosecution of this violation. It is hereby expressly declared and provided, however, that the makers of this Indenture, Developer or owners of the land compromising this development tract at the time of its recording, shall not, under any circumstances, be held responsible or liable for the enforcement of the restrictions and provisions of this Indenture against any person, or person who may hereafter own or control any one or more of the said lots, or any part of parts thereof, which the maker of the Indenture shall not at the time own or fully control. The failure to promptly institute procedures for enforcement of these restrictions shall not operate as an estoppel against the enforcement of the violated portion of these restrictions or any portion thereof. In case of any one or more of the restrictions and provisions of this Indenture shall prove to be unenforceable or invalid, the enforceability, validity or biding effect of the other

restrictions and provisions of this Indenture shall in no way be affected thereby but they shall, nevertheless, remain in full force and effect.

24. **HOMEOWNERS ASSOCIATION:** Said organization of 5 or 7 members (must be an odd number) will be formed when 50% of lots are sold. All homeowners will act as the Homeowners Association. Members of the Association must be homeowners in Wessel Farm Estates. The Board will be elected by the homeowners annually in a formal meeting. In case of resignation, a member must be replaced by vote of all homeowners within 60 days of formal written letter of resignation. The Board will then determine how it is to be governed deciding such issues as: annual fee, responsibility for common ground, continuity of protective conveyance agreement, etc. These governing rules must be submitted to Wessel Farm Estates, LLC within 60 days of initiation of members. Sixty (60) days after the completion of last said lot, the full responsibility of the governance of Wessel Farm Estates will lie with this Association solely. Any issues or concerns must be brought before Wessel Farm Estates, LLC prior to the final 30 days of development of subdivision.

Wessel Farm Estates, LLC hereby invests the Homeowners Association and their successors with the rights, powers and authorities described in this instrument and with the following rights, powers and authorities:

Exercise such control over the easements, streets and roads (except for those easements, streets and roads which are now or hereafter may be dedicated to public bodies or agencies), areas, (including restrictions of use of same by residents or adjacent property owners), shrubbery, entrance markers and any other non-public items, storm water sewers, sanitary sewer mains and filter beds and lateral lines, pipes, and disposal and Wessel Farm Estates as is necessary to maintain, repair, rebuild, supervise and insure the proper use of said easements, street lights, entrance markers, streets, roads and any other non-public items by the necessary public utilities and other, including the right (to themselves and others to whom they may grant permission) to construct, operate and maintain on, under and over said easements and streets, sewers, pipes, poles, wires and other facilities and public utilities for services to the lots shown on said plat.

To exercise control over any common land, and cul-de-sacs shown on said plat; pay real estate taxes and assessment herein provided; to repair, maintain and improve same with shrubbery, vegetation, decorations, buildings, recreational facilities of any kind or description, other structures (including storm water retention basins and discharge structures which are to be maintained in accordance with improvement plans filed with the county engineers), and any and all other types of facilities in the interest of health, welfare, safety, morals, recreation, entertainment, education and general use of the owners of lots in WESSEL FARM ESTATES all in conformity with applicable laws; to prescribe by reasonable rules and regulations the terms and conditions of the use of common land, all for the benefit and use of the owners of the lots in WESSEL FARM ESTATES and according to the discretion of the Homeowners Association.

To clean up rubbish/debris and remove grass/weeds from and to trim, cut back, remove, replace and maintain trees, shrubbery/flowers upon any vacant or neglected lot(s) or property. The owners may be charged with reasonable expenses so incurred. The Homeowners Association, their agents or employees

shall not be deemed guilty or liable for any matter of trespass or any other act for any such injury, abatement or removal of planting.

To consider, approve or reject any and all plans/specifications for any/all buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools or tennis courts proposed for construction and erection on said lots, proposed additions to such buildings or alterations in the external appearance of buildings already constructed, it being provided that no buildings or structures, fences, detached buildings, outbuildings, accessory buildings, swimming pools, tennis courts or other structures may be erected or structurally approved of all plans and specifications is received by the Homeowners Association as provided hereafter.

To purchase and maintain in force, liability insurance, protecting the Homeowners Association members/lot owners from any and all claims for personal injuries and property damage arising from use of common areas and facilities.

Notwithstanding any other condition herein, the Homeowners Association shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of WESSEL FARM ESTATES or any other municipality of which the subdivision may become a part and for such purposes shall not be limited to the maximum assessment provided for herein. Specifically and not by way of limitation, the Home-Owners Association shall make provision for the maintenance and operation of all easements, streets and roads, cul-de-sacs, entrance lights, street lights, common land, park areas, shrubbery, entrance markers and any and all other non-public items including, but not limited to, storm sewers, sanitary sewer mains and all other items used by the owners of the lots in WESSEL FARM ESTATES.

25. **AGRICULTURAL ENVIRONMENT:** It is expressly understood that the lots and the surrounding areas are comprised of an agricultural community. Therefore, any lot owner incurring damages or discomforts due to the ordinary actions of normal farming operations shall hold the farmer harmless unless negligence can be proven.
26. **DURATION:** All of the restrictions, covenants and provisions herein contained shall continue and be in full force and effect for a period of thirty-five (35) years from the date of first recording of this Indenture.
27. **RESERVATION OF RIGHTS:** An amendment to the covenants can only be made with County Board approval prior to 51% of the lots are sold. After 51% of the lots are sold, amendments may be made without County Board Approval. The Developer expressly reserves the right to at any time alter, amend, modify or otherwise revoke any of the restrictions, covenants or other provisions contained herein, so long as the Developer owns any one lot or parts of the lots.