

89H019489

MARY ANN LAMM  
RECORDER  
SANGAMON CO. IL.

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DECLARATION OF COVENANTS AND RESTRICTIONS FOR

HARMONY COURT SUBDIVISION

SPRINGFIELD, ILLINOIS

This Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 29<sup>th</sup> day of May, 1989; by and between Harmony, Inc., having its principal place of business located in Taylorville, Illinois, (hereinafter referred to as "Developer") and any and all persons, firms or corporations hereafter acquiring any of the property legally described in Exhibit A attached hereto and recorded as Document #

002477

AND desiring to insure the best use and most appropriate development and improvement of each lot on said property, to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious appearances, to encourage and secure the erection of attractive homes with appropriate locations thereof on each lot, to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein,

AND being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel or lot thereof, and shall apply to and bind the undersigned, its successors and assigns, HEREBY DECLARES THAT THE PROPERTY DESCRIBED IN EXHIBIT A, ATTACHED HERETO, IS HELD AND SHALL BE TRANSFERRED, SOLD AND COVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES, to wit:

1. "Building site" as used in this instrument means a lot as shown on the plat to be recorded for such property, which shall be known as the Harmony Court Subdivision, Springfield, Illinois. No more than one single-family residence shall be erected or constructed on any building site nor shall any building site be subdivided into smaller lots to avoid the intent of this paragraph, but portions of lots may be conveyed to adjoining lot owners as long as the portions to be conveyed are contiguous to the owned lot of the prospective owner.
2. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling.
3. Residences shall contain, exclusive of basements, open porches and garages, except lot 28,
  - (a) a ground floor area of not less than 1500 square feet for a one story dwelling,
  - (b) a ground floor area of at least 1200 square feet with a total of 1600 square feet of livable floor area for a one and a half story dwelling,
  - (c) a total of at least 2000 square feet of livable floor area with 1000 square feet of ground floor area for a two story dwelling.

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Each residence must have an attached garage which, at a minimum, must contain floor area of at least 400 square feet and provide space for at least two cars.

4. Owner hereby creates an Architectural Control Committee, composed of John M. Siegrist, Larry Auby and Charles Kirchner. In the event of the death or resignation of any member of said committee, the remaining members shall appoint a member to fill the vacancy. The Architectural Control Committee shall have the right to prevent the clearing of a lot and subsequent excavation and grading prior to construction of the residence upon such lot according to the following:

Prior to the construction of the residence, a lot owner is required to seek approval of building plans, consisting of site and floor plans and exterior elevations, through the Architectural Control Committee. The Committee shall consider the quality of workmanship and materials, exterior design, location with respect to topography and finished grades, elevations and building lines, locations of driveways and walkways and the preservation of any existing landscape features, if any. The list of materials to be used in the construction, including type and colors of such materials, must be submitted along with such site and floor plans and exterior elevations. The lot owner agrees that he/she will not obtain a building permit until the Architectural Control Committee has approved the site and floor plans and exterior elevation drawings submitted to it. If no objections to the plans are raised by the Architectural Control Committee within seven days of the submission of said drawings to the committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

5. All utilities, including telephone, electric and television cable other than for temporary service during construction, shall be located underground.
6. Each dwelling shall be connected to the public sanitary and storm sewers.
7. During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or landscaping material, the lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the lot.
8. Soils, mud and landscape waste carried from a lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the lot owner.

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9. No noxious or offensive trade or activity shall be conducted on said property or on any lot therein.

No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuildings shall be erected or placed on any lot at any time except during the construction period, without approval of the Architectural Control Committee. No derelict vehicle shall be kept or stored on any lot.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats and other common household pets, so long as they are not kept, bred or maintained for any commercial purposes.

All weeds shall be kept cut on sold vacant lots, and no such vacant lots shall be permitted to fall into an unsightly condition.

No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. Any vacant lot which falls into an unsightly condition may be mowed and cleaned up by the subdivider at the expense of the owner.

10. No lot owner or occupant shall permit any commercial vehicle, trailer, including without limitation, cargo trailer, camper boat trailers, house trailers, mobile homes or carry alls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant or used by him in his business in the garage of the premises.

11. Easements for installation and maintenance of utilities are reserved as shown on the plat recorded for said Harmony Court Subdivision. Within these easements, no structure shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities and easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility.

12. The topography and finished grade elevations of each lot and homesite must be consistent with the grade line and elevation of the other homesites in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.

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13. Following the completion of the construction of a residence on a lot in the subdivision, the owner shall have the lot professionally landscaped. The front yard shall be sodded and two shade trees, at least one and one half inches (1½") in diameter shall be planted on the lot.
14. Any fencing constructed on any lot on said property shall conform to the City of Springfield ordinances; however, no fencing shall be permitted in front yards except for decorative fencing. All fences must be erected at least six inches inside property or lot lines.
15. No sign of any kind shall be displayed to the public view on any building site except for one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period. The Owner and Declarant hereunder shall specifically be exempt from this provision.
16. No satellite television antennas, satellite dish receiver or similar appliance shall be maintained except in that portion of the building site which lies to the rear of any residence constructed and is so situated as to be at least twenty-five feet (25') from the nearest lot lines.
17. Driveways shall be a minimum of eighteen feet (18') wide.
18. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc. shall be stored out of sight when not in use.
19. Any mail box not attached to the main dwelling structure shall be of a type consistent with the character of Harmony Court and shall be placed and maintained to complement the houses in the neighborhood.
20. Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.
21. No above ground swimming pools will be allowed on any lot in the subdivision. Any in-ground pool installed shall not be nearer than ten feet (10') to any lot line and must be located to the rear of the main dwelling.
22. No spiritous, vinous or malt liquors shall be sold or kept for sale on said property.
23. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.

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24. After the construction of the sidewalk in front of a lot and acceptance by the City Engineer or his representative, the lot owner shall be responsible for replacing at his own expense, any broken or cracked section of said sidewalk adjacent to his lot.
25. All construction of a dwelling must be diligently pursued to completion within a one year period. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior.
26. From time to time, upon approval of at least two thirds (2/3) of the owners of lots or properties in Harmony Court, these rules may be amended or additional rules adopted, including but not limited to rules to regulate potential problems relating to the use of the properties and the well-being of the Owners and their guests. Such additional rules may only be adopted or amended following a hearing for which due notice has been provided to all owners of property in Harmony Court. All such additional rules and any subsequent amendments thereto shall be furnished in writing to all property owners in the subdivision prior to such rules effective dates, and shall be binding on all said owners, except where expressly provided otherwise in such rule.

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by more than 75 percent of the then record owners of building sites delineated in the final plat for Harmony Court Subdivision, each building site having one vote, has been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenants in whole or in part.

In the event of violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them.

Invalidation of any one or more of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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IN WITNESS WHEREOF, Harmony, Inc. has caused this instrument to be executed by its duly authorized officers, pursuant to authority of its board of directors this 17th day of May, 1989.

ATTEST:

HARMONY, INC.

By:

*[Signature]*  
Its Secretary

By:

*[Signature]*  
Its Executive Vice President

002483

Part of the West Half of the Southeast Quarter of Section Twenty-seven (27), Township Fifteen (15) North, Range Five (5) West of the Third Principal Meridian, and more particularly described as follows, to-wit: Beginning at a point in the East line of said Half Quarter Section 1155 feet North of the Southeast corner thereof and running thence North with said East line 165 feet; thence West 1320 feet to the West line of said Half Quarter Section; thence South with said line 165 feet and thence East 1320 feet to the place of beginning, containing 5 acres.

Excepting from said tract the following described real estate: Beginning at a point in the East line of said Half Quarter Section, 1255 feet North of the Southeast corner thereof and running thence North with said East line, 65 feet; thence West 175 feet; thence South 65 feet; thence East 175 feet to the place of beginning.

RETURN  
MAYTE SIEGAIST  
BOX 46  
TAYLORVILLE, FL.  
62568

EXHIBIT 'A'

\*\*\*\*\* 002484



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SANGAMON COUNTY  
ILLINOIS

96-19797

96 MAY 17 AM 11:37

*Mary Ann Samuel*  
RECORDER

AMENDED DECLARATION OF COVENANTS AND RESTRICTIONS FOR  
HARMONY COURT SUBDIVISION  
SPRINGFIELD, ILLINOIS

This Amended Declaration of Covenants and Restrictions (hereinafter sometimes referred to as "Declaration") is made and published this 17<sup>th</sup> day of May, 1996; by and between the members of the Harmony Court Homeowners Association, having its principal headquarters located in Springfield, Illinois, (hereinafter referred to as the "Association") and any and all persons, firms or corporations hereafter acquiring any of the property legally described in Exhibit A attached hereto and recorded as Document # 89H019489

*This document amends the previously recorded covenants recorded as Document # 89H019489*

AND desiring to insure the best use and most appropriate development and improvement of each lot on said property, to protect the owners of each lot against such improper use of surrounding land as will depreciate the value of their property, to preserve, so far as practicable, the natural beauty of said property, to guard against the erection thereon of poorly designed or proportioned structures and structures built of improper or unsuitable materials, to obtain harmonious appearances, to encourage and secure the erection of attractive homes with appropriate locations thereof on each lot, to secure and maintain proper set-backs from streets and adequate free spaces between structures and in general to provide adequately for a high-type and quality of improvement on said property and thereby enhance the values of investments made by purchasers of the lots therein,

AND being desirous of subjecting said property to the restrictions, covenants, reservations and charges hereinafter set forth, each of which shall inure to the benefit of and pass with said property and each and every parcel or lot thereof, and shall apply to and bind the undersigned, its successors and assigns, **HEREBY DECLARES THAT THE PROPERTY DESCRIBED IN EXHIBIT "A", ATTACHED HERETO, IS HELD AND SHALL BE TRANSFERRED, SOLD AND CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, COVENANTS, RESERVATIONS AND CHARGES, to wit:**

1. "Building site" as used in this instrument means a lot as shown on the plat to be recorded for such property, which shall be known as the Harmony Court Subdivision, Springfield, Illinois. No more than one single-family residence shall be erected or constructed on any building site nor shall any building site be subdivided into smaller lots to avoid the intent of this paragraph, but portions of lots may be conveyed to adjoining lot owners as long as the portions to be conveyed are contiguous to the owned lot of the prospective owner.
2. No building site shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any building site other than one detached single-family dwelling.
3. Residences shall contain, exclusive of basements, open porches and garages, except lot 28,
  - (a) a ground floor area of not less than 1500 square feet for a one story dwelling,
  - (b) A ground floor area of at least 1200 square feet with a total of 1600 square feet of livable floor area for a one and a half story dwelling,

- (c) a total of at least 2000 square feet of livable floor area with 1000 square feet of ground floor area for a two story dwelling.

Each residence must have an attached garage which, at a minimum, must contain floor area of at least 400 square feet and provide space for at least two cars.

- 4. The Homeowners hereby create an Architectural Control Committee, composed of the Board of Directors of the Harmony Court Homeowners Association or their designees. In the event of the death or resignation of any member of said committee, the remaining members shall appoint a member to fill the vacancy. The Architectural Control Committee shall have the right to prevent the clearing of a lot and subsequent excavation and grading prior to construction of the residence upon such lot according to the following:

Prior to the construction of the residence, or any subsequent addition to the residence, a lot owner is required to seek approval of building plans, consisting of site and floor plans and exterior elevations, through the Architectural Control Committee. The Committee shall consider the quality of workmanship and materials, exterior design, location with respect to topography and finished grades, elevations and building lines, locations of driveways and walkways and the preservation of any existing landscape features, if any. The list of materials to be used in the construction, including type and colors of such materials, must be submitted along with such site and floor plans and exterior elevations. The lot owner agrees that he/she will not obtain a building permit until the Architectural Control Committee has approved the site and floor plans and exterior elevation drawings submitted to it. If no objections to the plans are raised by the Architectural Control Committee within seven days of the submission of said drawings to the committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

- 5. All utilities, including telephone, electric and television cable other than for temporary service during construction, shall be located underground.
- 6. Each dwelling shall be connected to the public sanitary and storm sewers.
- 7. During clearing and construction, until all exposed dirt from excavation has been removed from the lot or brought to an approved final grade surrounding the dwelling unit, and until the lot is permanently landscaped with vegetation or landscaping material, the lot owner shall take such steps as are necessary to prevent the erosion and washing of soil from the lot.

8. Soils, mud and landscape waste carried from a lot onto other properties and common areas such as easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the lot owner.
9. No noxious or offensive trade or activity shall be conducted on said property or on any lot therein.

No outbuilding, temporary or permanent, shall be erected or placed on any lot without the approval of the Architectural Control Committee. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuildings shall be erected or placed on any lot at any time without approval of the Architectural Control Committee. The lot owner agrees that he/she will not obtain a building permit until the Architectural Control Committee has approved the site and floor plans and exterior elevation drawings submitted to it. If no objections to the plans are raised by the Architectural Control Committee within seven days of the submission of said drawings to the committee, the plans shall be deemed to have been approved by said Architectural Control Committee. No derelict vehicle shall be kept or stored on any lot.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in said subdivision except dogs and cats and other common household pets, so long as they are not kept, bred or maintained for any commercial purposes.

All weeds shall be kept cut on sold vacant lots, and no such vacant lots shall be permitted to fall into an unsightly condition.

No lot shall be used or maintained as a dumping ground for rubbish, and all trash, garbage or other waste shall be kept in sanitary containers. Any vacant lot which falls into an unsightly condition may be mowed and cleaned up by the subdivider at the expense of the owner.

10. No lot owner or occupant shall permit any commercial vehicle, trailer, including without limitation, cargo trailer, camper boat trailers, house trailers, mobile homes or carry alls to be parked or stored on the lot, in the driveway, or in the street in front of or along side of the lot for more than 48 hours. This shall not prevent the lot owner or the occupant from storing a commercial vehicle owned by such owner or occupant or used by him in his business in the garage of the premises.

11. Easements for installation and maintenance of utilities are reserved as shown on the plat recorded for said Harmony Court Subdivision. Within these easements, no structure shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities and easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility by virtue of the plat of said subdivision has assumed that responsibility.
12. The topography and finished grade elevations of each lot and homesite must be consistent with the grade line and elevation of the other homesite in the subdivision. Final determination as to the first floor elevation shall be made by the Architectural Control Committee.
13. Following the completion of the construction of a residence on a lot in the subdivision, the owner shall have the lot landscaped. The front yard shall be sodded.
14. Any fencing constructed on any lot on said property shall conform to the City of Springfield ordinances; however, no fencing shall be permitted in front yards except for decorative fencing. All fences must be erected at least six inches inside property or lot lines.
15. No sign of any kind shall be displayed to the public view on any building site except for one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale, or signs used by the builder to advertise the property during the construction and sales period.
16. No satellite television antenna, satellite dish receiver larger than three feet (3') in diameter or similar appliance shall be maintained except in that portion of the building site which lies to the rear of any residence constructed and is so situated to be at least twenty-five feet (25') from the nearest lot lines.
17. Driveways shall be a minimum of eighteen feet (18') wide.
18. Stationary outside clotheslines will not be permitted and clothes hanging devices such as lines, poles, frames, etc. shall be stored out of sight when not in use.

19. Any mail box not attached to the main dwelling structure shall be of a type consistent with the character of Harmony Court and shall be placed and maintained to complement the houses in the neighborhood.
20. Exposed above-ground tanks will not be permitted for the storage of fuel or water or any other substance.
21. No above ground swimming pools will be allowed on any lot in the subdivision. Any in-ground pool installed shall not be nearer than ten feet (10') to any lot line and must be located to the rear of the main dwelling.
22. No spirituous, vinous or malt liquors shall be sold or kept for sale on said property.
23. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot.
24. After the construction of the sidewalk in front of a lot and acceptance by the City Engineer or his representative, the lot owner shall be responsible for replacing at his own expense, any broken or cracked section of said sidewalk adjacent to his lot.
25. All construction of a dwelling must be diligently pursued to completion within a one year period. No building shall be occupied for living purposes which is not functionally complete throughout and which is not complete in detail as to the exterior.
26. From time to time, upon approval of at least two-thirds (2/3) of the owners of lots or properties in Harmony Court, these rules may be amended or additional rules adopted, including but not limited to rules to regulate potential problems relating to the use of the properties and the well-being of the Owners and their guests. Such additional rules may only be adopted or amended following a hearing for which due notice has been provided to all owners of property in Harmony Court. All such additional rules and any subsequent amendments thereto shall be furnished in writing to all property owners in the subdivision prior to such rules effective dates, and shall be binding on all said owners, except where expressly provided otherwise in such rule.

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years, unless an instrument signed by more than 75 percent of the then record owners of building sites delineated in the final plat for Harmony Court Subdivision, each building site having one vote, has been recorded in the office of the Recorder of Deeds of Sangamon County, Illinois, agreeing to change or rescind said covenants in whole or in part.

In the event of violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them.

Invalidation of any one or more of these covenants by judgement or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Harmony Court Homeowners Association has caused this instrument to be executed by its duly authorized officers, pursuant to authority of its Board of Directors this 17<sup>th</sup> day of May, 1996.

Harmony Court Homeowners Association Officers

President Kim M. Smith  
Vice President/  
Treasurer Alfred P. Phillips  
Secretary J. Denise Lewis

Board of Directors

Kim M. Smith  
Alfred P. Phillips  
J. Denise Lewis

We the undersigned representing at least a two-thirds majority of the property owners of record in the subdivision known as Harmony Court and legally described in Exhibit "A" wish to adopt this Amended Declaration of Covenants and Restrictions and have them recorded and published this 17<sup>th</sup> day of May, 1996.

- |     |                           |     |                              |
|-----|---------------------------|-----|------------------------------|
| 1.  | <u>Harold P. Hayes</u>    | 15. | <u>Hari Kohler</u>           |
|     | <u>Jane L. Wilby</u>      |     |                              |
| 2.  | <u>John L. Fava</u>       | 16. | <u>Clay W. Lewis</u>         |
|     | <u>J. Allen Fava</u>      |     |                              |
| 3.  | <u>Clayton J. Miller</u>  | 17. | <u>James G. Whateoff</u>     |
|     | <u>Robert K. Miller</u>   |     |                              |
| 4.  | <u>Benjamin Switzer</u>   | 18. | <u>Aradesh Patel</u>         |
|     | <u>Carol J. Switzer</u>   |     |                              |
| 5.  | <u>Eric Beauchamp</u>     | 19. | <u>Steve J. Anderson</u>     |
|     | <u>Deane K. Beauchamp</u> |     | <u>Sherry Anderson</u>       |
| 6.  | <u>Wiane Merrill</u>      | 20. | <u>Kleon Williams</u>        |
|     |                           |     | <u>Joseph Schaeffer</u>      |
| 7.  | <u>Carol D. Wilby</u>     | 21. | <u>Rochelle J. Schroeder</u> |
|     | <u>William D. Wilby</u>   |     |                              |
| 8.  | <u>Ellen Bailey</u>       | 22. | <u>Michael S. Stoltz</u>     |
|     |                           |     | <u>Susan Stoltz</u>          |
| 9.  | <u>Robert D. Payne</u>    | 23. | <u>Mary Carol Kaydas</u>     |
|     | <u>Damian Payne</u>       |     |                              |
| 10. | <u>Tina Davidson</u>      | 24. | <u>Joe F. Clark</u>          |
|     |                           |     |                              |
| 11. | <u>Gary Grammell</u>      | 25. | <u>Dave Smith</u>            |
|     | <u>Esther Grammell</u>    |     | <u>Beverly J. Smith</u>      |
| 12. | <u>Lisa E. Gault</u>      | 26. | <u>Jane Marguedant</u>       |
|     | <u>John Gault</u>         |     |                              |
| 13. | <u>Cathy S. Takacs</u>    | 27. |                              |
|     |                           |     |                              |
| 14. | <u>Yane Gussom</u>        | 28. |                              |
|     | <u>John Gussom</u>        |     |                              |

000360



Part of the West Half of the Southeast Quarter of Section Twenty-seven (27), Township Fifteen (15) north, Range Five (5) west of the Third Principal Meridian, and more particularly described as follows, to-wit: Beginning at a point in the East line of said Half Quarter Section 1155 feet North of the Southeast corner thereof and running thence North with said East line 165 feet; thence West 1320 feet to the West line of said Half Quarter Section; thence South with said line 165 feet and thence East 1320 feet to the place of beginning, containing 5 acres.

Excepting from said tract the following described real estate: Beginning at a point in the East line of said Half Quarter Section, 1255 feet North of the Southeast corner thereof and running thence North with said East line, 65 feet; thence West 175 feet; thence South 65 feet; thence East 175 feet to the place of beginning.



Kevin M. Switzer  
1100 Harmony Ct.  
Springfield, IL. 62703

EXHIBIT 'A'

000361

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