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Paul Anderson, Kendall County, IL Recorder

**Declaration of Protective Covenants,
Conditions, Restrictions, Reservations and Grants of
THE FIELDS OF FARM COLONY SUBDIVISION**

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**Declaration of Protective Covenants,
Conditions, Restrictions, Reservations and Grants of
THE FIELDS OF FARM COLONY SUBDIVISION
(The "Declaration")**

ARTICLE I
DECLARATION PURPOSES

Section 1. General Purposes

Declarant is the owner of certain property located in Kendall County, Illinois and desires to create thereon a planned community development, except as herein otherwise provided. The sole beneficiary of the Declarant, American National Bank and Trust Company of Chicago, Trust Number 122132-03 dated September 23, 1996, is Inland Land Appreciation Fund, L.P., a Delaware limited partnership, and Inland Land Appreciation Fund, L.P. is herein referred to as "Developer".

Section 2. Declaration

Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of the real estate described in Exhibit "A" attached hereto and made a part hereof. On and after the date hereof, title to the aforesaid property shall be subject to the following covenants to run with the land which are restrictive covenants applicable to all of the property in The Fields of Farm Colony Subdivision, Oswego Township, Kendall County, Illinois (hereinafter referred to as the "Subdivision").

ARTICLE II
RESTRICTIONS

The platted lots in the Subdivision other than the outlots shall be used only as dwelling lots for single-family residences. The outlots in the Subdivision shall be common areas ("Common Areas") for the mutual use and benefit of all residents, the Declarant and the Developer of the Subdivision and shall remain open land used for the mutual benefit of the record owners of lots in the Subdivision (which may include add-on property as described in ARTICLE VI, Section 12 of this Declaration. Except for structures in place at time of recording, no building or other structure shall be erected, moved on, altered or permitted to remain on any lot within said Subdivision that does not comply with the following minimum restrictions:

(a) Without the prior written consent of the Developer, which consent may be granted or withheld in the Developer's sole discretion, no structure shall be erected or permitted exceeding two (2) stories in height or containing a garage for more than three (3) motor vehicles. The exterior facade of attached garages and any other permitted out-buildings must be constructed with the same materials as are used on the exterior of the home on such lot or lots.

(b) Subject to ARTICLE IV, Section 2 hereof, no building shall be constructed nearer than fifty (50) feet to any front line, twenty-five (25) feet from any side lot line or ten percent (10%) of the width of the lot at the setback line, whichever is greater, nor shall any building be constructed nearer than fifty (50) feet from any rear lot line.

(c) No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises at any time or used at any time for any commercial use.

(d) Said lots shall not be divided or resubdivided into lots or smaller parcels of land except upon conveyance between contiguous owners of not more than twenty percent (20%) of a lot.

(e) No keeping of cattle, horses, poultry, swine, or other animals, except domestic pets, shall be permitted on any lot. No more than three (3) dogs, cats or other pets over four (4) months of age may be kept. No animals may be kept, bred or maintained for commercial purposes.

(f) No two (2) story house shall be constructed with less than one thousand eight hundred (1,800) square feet of living area. No one (1) story house shall be constructed with less than one thousand six hundred (1,600) square feet of living area. All living areas must be above grade. The area included in so called "walk-out" basements and porches and garages shall not be used to satisfy the minimum square footage requirements.

(g) Driveways and turn-around areas shall be paved with concrete, asphalt, blacktopping or other similar all-weather, clean, dust-free material within one (1) year following issuance of a building permit.

ARTICLE III REVIEW PROCESS

Section 1. Matters Requiring Approval of Developer

(a) The Developer reserves the right to prohibit any accessory building or structure on any particular lot on a lot-by-lot basis.

(b) The following matters require the prior written approval from the Developer pursuant to the procedures set forth in this ARTICLE III, Section 2: (i) All plans and specifications for any buildings, fences, walls, driveways, and any other structures of any kind which are to be erected, constructed, placed or maintained upon the lots and/or properties; (ii) All plans and specifications for landscaping, including, without limitation, trees, shrubs, bushes, similar landscaping materials and any change to the grade or slope of the ground, which is to be constructed, placed, or maintained upon the lots and/or properties; (iii) All plans and specifications for any: (A) exterior addition, or change or alteration in any dwelling; (B) dwelling accessory building; (C) other building(s); (D) fences; (E) walls; (F) driveways; (G) mail boxes; (H) other structures; and (I) additions to, or changes or alterations in, any landscaping; and (iv) All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first been obtained. All plans approved by the Developer shall also be approved by Kendall County if such approval is required by the ordinances, rules or regulations of such county. The erection and construction of a dwelling shall not be commenced without the prior written approval of the Developer, and Kendall County, when applicable, having first been obtained for the matters set forth in this Section 1 and Section 2 of this Article III.

(c) The plans and specifications submitted to the Developer with respect to the matters set forth in the preceding paragraph shall be an exact duplicate of the final plans and specifications for such matters approved by the Kendall County Building Department.

(d) Approval by the Developer shall not be deemed an approval of the feasibility, structural integrity or engineering design of any structure or system described in any plan or design submitted to the Developer.

Section 2. Procedure for Approval of Plans and Specifications

(a) Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in this ARTICLE III, two (2) complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specifications within thirty (30) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written

endorsement on such plans and specifications, or by a letter of approval from the Developer. One (1) complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Developer, which shall be obtained pursuant to the submittal process set forth herein. Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

(b) If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner submitting the plans and specifications of the reasons for such disapproval. Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or unreasonably. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon resubmittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to re-submit revised plans and specifications pursuant to the above procedure as often as reasonably necessary until the revised plans and specifications are either approved by the Developer or are permanently withdrawn by owner. Owner shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

(c) The landscape plan shall be submitted for approval within thirty (30) days after the building permit is issued unless such time is extended by the Developer. Landscaping shall be completed within one (1) year following issuance of a building permit.

Section 3. Assignability

The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

Section 4. Particular Items of Review

In reviewing the plans pursuant to this ARTICLE III, the Developer shall pay particular attention to the following matters:

- (a) The silhouette and outside elevation of the home or other building to be constructed.
- (b) The type of material and color of the exterior of the home or other building.
- (c) The exterior trim and window treatment.
- (d) The type of material and color of any masonry.
- (e) The design and material used in any porches, garages, patios, and retaining walls.
- (f) The location of the home and any other buildings on the lot and the landscaping of same.

It is the intent of the Developer to avoid over-duplication of the same design or model in the Subdivision and to encourage a subdivision that contains a variety of housing designs and styles.

Section 5. Approval of Changes

Any change in exterior materials or colors of structures after initial approval must be submitted to the

Developer or its assigns for approval. This shall not be interpreted to require approval for replacement of materials or color which had been previously approved.

Section 6. Approval Not Unreasonably Withheld

It is understood and agreed that the Developer's approval of the items specified in this ARTICLE III shall not be unreasonably withheld or delayed nor will the Developer unreasonably exercise its right to disapprove any of the items specified herein.

ARTICLE IV
GENERAL RESTRICTIONS AND OBLIGATIONS

Section 1. Quality of Structures

All structures shall be constructed in accordance with applicable government building codes and the more restrictive standards that may be required by the Developer or this Declaration.

Section 2. Location of Structures on Lot

The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots may be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore, reserves the right to establish setback lines on a lot-by-lot basis if deemed necessary. The location of structures must also comply with any applicable Kendall County ordinances, rules and regulations.

Section 3. Nuisances

No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot. All lots must be mowed on a regular basis and grass, weeds or any plant growth other than shrubs, bushes and trees on the lots must not exceed six (6) inches in height at any time.

Section 4. Radio and Television Receivers

Radio or television transmission or receiving towers, antennas, receivers, or other reception dishes are not permitted, except within the interior portion of a dwelling; however, exterior satellite dishes are permitted if screened from view with permitted landscaping and/or fencing.

Section 5. Gardens

Except as otherwise approved by the Developer, no garden of any type, whether for the production or maintenance of shrubs, landscape plantings (other than decorative flower beds) or foods, are permitted, with the exception that one garden of a dimension not larger than one thousand two hundred (1,200) square feet shall be permitted on each lot. All lawns, gardens and other landscaped planting shall be kept reasonably free of weeds and maintained in a reasonable fashion.

Section 6. Swimming and Wading Pools

Swimming or wading pools must be landscaped and screened and plans for such landscaping and screening must be approved by the Developer before installation.

Section 7. Temporary Structures

Any mobile or stationery trailer, mobile home, recreational van/vehicle, camper, boat or snowmobile must be kept within an enclosed garage. No temporary building of any kind shall be allowed. Temporary structures used during construction of a structure shall be on the same lot as the structure and shall be removed upon completion of construction. This provision shall not apply to a temporary structure erected, placed or maintained upon the properties by the Developer.

Section 8. Fences

The following fences shall be the only fences which shall be permitted on the dwelling lots:

- (a) A boundary fence, not more than five (5) feet in height, made out of split rail fencing and erected within ten (10) feet of the outer boundary of a lot shall be permitted.
- (b) A fence enclosing an in-ground swimming pool, as required by local government regulations, shall be permitted, but shall not exceed six (6) feet in height unless required by such local government regulations.
- (c) One (1) chain link fence not more than six (6) feet in height with maximum dimensions of ten (10) feet by twenty (20) feet shall be permitted for confinement of domestic animals so long as said fence is completely shielded by landscape material which provides year-round screening, and so long as the said fence is not more than five (5) feet from the dwelling at its closest point and no more than fifteen (15) feet from the dwelling at its farthest point if placed in the side yard, and not more than fifteen (15) feet from the dwelling at its closest point if placed in the rear yard.
- (d) One (1) fence not exceeding eighteen (18) inches in height and placed upon the boundary of a garden shall be permitted.

No other fence of any type shall be erected or maintained upon any dwelling lot. This Section shall not apply to fences placed upon the common properties by the Developer or its agents.

Section 9. Lot Appearance and Maintenance Obligations

No owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in covered receptacles. Tarpaulins and similar covering materials are prohibited, except for coverings of in-ground swimming pools. Each lot owner shall provide at his own expense all of the maintenance, decorating, repairs, mowing and replacement on the lot owners' lot and his adjoining parkways and shall keep same in good condition and order.

Section 10. Parking

Parking of commercial vehicles on premises is prohibited and on-street parking of any vehicle of any type is prohibited.

Section 11. Natural Drainage Ways, Sub-Surface Drainage Systems and Discharge of Nuisance Flows

No owner shall erect, construct, maintain, permit or allow any principal or accessory structure, fence, dam, barrier or other improvements or obstructions of any kind which would interrupt the normal flow of water in any drainage way, ditch, swale or tile on any private or public property or any portion of any public right-of-way or within any area designated on the plat of subdivision or other recorded document as a "drainage easement". No owner shall disrupt or permit to be disrupted any portion or portions of any installed sub-surface drainage system and any such disruption will be subject to the enforcement provisions of

ARTICLE VI, Section 2 hereof. Until formation of an Association, the cost of maintenance of any installed sub-surface drainage system will be the responsibility of the owner whose property is contiguous to or upon which the sub-surface system is located. Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, an owner may, with the prior written approval of the Developer or the Association formed by homeowners under these covenants or its successors or assigns, take such steps as shall be necessary to remedy such condition, provided, however, that no alterations or diversions of such natural water flow proposed by such owner shall be inconsistent with applicable provisions of the Illinois Compiled Statutes or the Kendall County ordinances nor shall such alterations or diversions cause damage to other property, either inside or outside the properties. In addition, an owner shall not take any action which shall in any way obstruct, alter or otherwise interfere with drainage easements established by the Declarant for the benefit of the properties.

No owner shall discharge any nuisance flows (i.e., discharges from sump pumps, curtain drains or any storm or ground water discharges) into any open ditch or any open ground, and all owners shall be required to discharge such nuisance flows into and connect to a manhole connected to the low flow sub-surface drainage system in the Subdivision.

Section 12. Mechanical Septic Systems

Each owner who uses a mechanical septic system shall have in full force and effect at all times a service agreement with a reputable company providing for the proper and required servicing and maintenance of such system and each such owner shall insure that the mechanical septic system is in good working order at all times. In the event that an owner fails to maintain his/her mechanical septic system, such owner hereby grants a license to the Developer and to the Association when formed, or their respective agents, to enter upon such owner's property to make necessary repairs to the mechanical septic system. In the event such repairs are made by the Developer, the Association or their respective agents, the cost and expense of such repair shall be chargeable to the owner as an assessment against such owner's lot, shall be a lien against title thereto and shall be subject to the enforcement provisions set forth in this Declaration.

Section 13. P.U.D. Agreement

It is understood and agreed that the Subdivision is subject to the terms and provisions of that certain Fields of Farm Colony Planned Unit Development Agreement ("P.U.D. Agreement") dated the 7th day of March, 1996 by and between the County of Kendall, the Developer and InLand Capital Fund, L.P., a Delaware limited partnership.

ARTICLE V ASSOCIATION

Section 1. Creation and Purposes

The owners of two-thirds (2/3) of the lots in the Subdivision shall have the right (but not the obligation) to form an Association which shall have the right to enforce the terms, provisions and conditions of these restrictions and covenants. The purpose of said Association shall be to cooperate with the Developer, to assist with enforcing the high standards established for property in the Subdivision under these restrictions and covenants by serving as the governing body for all of the owners for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the properties to which this Declaration applies and to insure the provision of certain services and facilities of common benefit to all or a majority of lot owners and in general to maintain and promote the desired character of the Subdivision. In no event shall the Association be formed without the written consent of the Developer until the earlier of three (3) years from the last recording date of this Declaration and any supplements thereto or at least seventy-five percent (75%) of the lots in the Subdivision have been sold by the Developer.

Section 2. Membership in the Association

Every person or entity who is a record owner of a lot in the Subdivision or who is the beneficiary of a land trust holding title to a lot in the Subdivision shall be a member of the Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separate from ownership of a lot. Thus, membership shall automatically terminate upon the sale or other disposition by a member of his ownership of a lot in the Subdivision and shall automatically transfer to the new owner who shall become a member of the Association; provided, however, that such termination shall not relieve or release any former owner from any liability or obligations incurred under or in any way connected with the Association during the period of such former owner's membership in the Association. Notwithstanding the foregoing, no person or entity who owns record ownership of a lot merely as security for performance of an obligation shall be a member of the Association.

Section 3. Voting Rights

The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all those owners as defined in Section 2 of this Article with the exception of the Declarant. Commencing upon the Turnover Date (herein defined), Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by said Section 2. When more than one (1) person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any such lot.

Class B: The Declarant shall be the only Class B member. The Class B member shall be entitled to four (4) votes for each lot in which it holds an interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Future add-ons, phases or units of the Subdivision shall accrue additional Class B membership for the Declarant.

The Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Association against the member's lot remains unpaid.

Prior to the Turnover Date, all voting rights shall be lodged exclusively in the Developer and the lot owners other than the Developer shall have no voting rights.

The Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Association against the member's lot remains unpaid.

Section 4. Termination of Membership in the Association

Membership in the Association shall automatically terminate upon the sale, transfer or other disposition of a member's title interest in any lot, at which time the new owner of such title interest shall automatically become a member thereof; provided, however, that such termination shall not relieve or release any former owner from any liability or obligations incurred under or in any way connected with the Association during the period of such former owner's membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Association, or others may have against such former owner and member arising out of or in any way connected with such ownership.

Section 5. Powers of the Association

The Association shall have the following powers:

ARTICLE VIII
OFFICERS

8.01. Officers. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board may deem appropriate. Until the Turnover Date, all officers shall be selected by the Board. Upon the Turnover Date, all officers shall be elected by the Board at each annual meeting of the Board and shall hold office at the pleasure of the Board.

8.02. Vacancy of Office. Any officers may be removed at any meeting of the Board by the affirmative vote of a majority of the directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

8.03. Powers of Officers. The respective officers of the Association shall have such powers and duties as are usually vested in such office of a not-for-profit corporation, including, but not limited to, the following:

(a) The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office.

(c) The Secretary shall keep minutes of all meetings of the members and of the Board and shall have custody of the Association seal, and such other books, papers and documents as the Board may prescribe.

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of account kept for such purpose.

ARTICLE IX
COMMITTEES

9.01. Board Committees. The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors. Said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association, but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board or any individual director of any responsibility imposed on it or him by law, nor shall such delegation impair the rights of record owners and directors to notice of meetings of the Board.

9.02. Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in

such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

9.03. Term. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

9.04. Chairman. One member of each committee shall be appointed chairman.

9.05. Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

9.06. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

9.07. Rules. Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE X CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract and to execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any contract or other instrument shall be executed by the President or Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

10.02. Payments. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

10.03. Bank Accounts. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

10.04. Special Receipts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

ARTICLE XI
FISCAL MANAGEMENT

11.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year, except that the first fiscal year shall begin at the date of incorporation, and shall end on the last day of December of each year.

11.02. Financial Statements. On or before April 15 of each year following the initial meeting of directors after the Turnover Date, the Association shall furnish its members with an itemized accounting of the common expenses of the Association for the preceding fiscal year, actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment and showing the net excess or deficit of income over expenditures plus reserves.

11.03. Annual Assessments. The Board in its sole discretion shall determine the annual monthly assessments in accordance with the Declaration.

11.04. Special Assessments. Special assessments may be authorized in accordance with the Declaration.

ARTICLE XII
BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members. All books and records of the Association may be inspected by any member or his agent or attorney, for any proper purpose at any reasonable time.

ARTICLE XIII
SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

ARTICLE XIV
WAIVER OF NOTICE

Whenever any notice that is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois, the provisions of these By-Laws, or the Declaration, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV
AMENDMENTS

These By-Laws may be amended or modified at any time or from time to time at any meeting of the members at which a quorum is present, by the affirmative vote of a majority of the votes cast by the voting members, provided that (i) no amendment affecting the rights granted by these By-Laws to Trust or Developer shall be effective unless consented to in writing by Developer; (ii) no provisions of these By-Laws shall conflict with the Declaration; and (iii) prior to the Turnover Date, the directors may, without a meeting or approval of members, make any amendments they deem necessary or desirable.

ARTICLE XVI
INTERPRETATION

In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

RETURN TO H. DAN BAUER

ABOVE SPACE IS FOR RECORDING PURPOSES ONLY

**SUPPLEMENTAL DECLARATION TO THE DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS AND GRANTS OF THE
FIELDS OF FARM COLONY SUBDIVISION**

American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated September 23, 1996 and known as Trust Number 122132-02, Declarant, and Inland Land Appreciation Fund, L.P., a Delaware limited partnership, Developer, under that certain Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of The Fields of Farm Colony Subdivision ("Declaration") dated May 2, 1997 and recorded May 22, 1997 with the Kendall County Recorder of Deeds as Document No. 9704891, pursuant to the authority retained by Developer under Section 3 of Article VI of the Declaration, do hereby amend the Declaration as follows:

1. The last paragraph of Section 3 - Voting Rights - of Article V, which Article is entitled "ASSOCIATION", is hereby deleted as it is duplicitous of the second paragraph of said Section 3.

2. The first sentence of the third paragraph of subsection (a) of Section 6 - Methods of Providing General Funds - of Article V is hereby deleted and the following is substituted in lieu thereof :

"At the closing of the sale of each lot in the Subdivision to a purchaser other than a successor of Developer, such purchaser will be required to make a capital contribution to the Developer or the Association, if it has been formed, in an amount equal to six (6) times the monthly assessment (determined by the Developer or the Association, if it has been formed) for the lot purchased."

3. The seventh sentence of the first paragraph of Section 8 - Board of Directors - of Article V is hereby deleted and the following is substituted in lieu thereof:

"Board members selected to serve or selected to run for the Board of Directors by the Developer do not have to be lot owners. Each other member of the Board of Directors must be a lot owner. A lot owner includes beneficiaries of land trusts that hold legal title to a lot."

4. The first two sentences in the penultimate paragraph of Section 8 of Article V are hereby deleted and the following is substituted in lieu thereof:

"The members of the Board of Directors of the Association and the officers thereof shall not be liable to the Association or the lot owners for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors and/or officers. The Association shall indemnify and hold harmless the members of the Board and the officers thereof, and their respective heirs, estates and legal representatives, against: (i) all contractual liability to others arising out of contracts made with others and made with Board approval, (ii) other liabilities arising out of contracts made by, or other acts of, the directors and officers on behalf of the Association, and (iii) liabilities arising out of their status as directors and/or officers; unless any such contract or act or omission shall have been made unlawfully, fraudulently or with gross negligence."

5. The By-Laws of the Association shall be as set forth on Exhibit "A" attached hereto.

IN WITNESS WHEREOF, American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated September 23, 1996 and known as Trust Number 122132-03, and Inland Land Appreciation Fund, L.P. have caused this Amendment to be executed by their authorized officers, whose signatures are hereto subscribed on this 27th day of March, 1998.

INLAND LAND APPRECIATION FUND, L.P.,
a Delaware limited partnership, by Inland Real
Estate Investment Corporation, a Delaware
corporation, its general partner

By: Anthony A. Casaccio
Anthony A. Casaccio
Senior Vice President

Attest: Catherine L. Lynch
Catherine L. Lynch
Secretary

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, not personally, but as
Trustee under a Trust Agreement dated September
23, 1996 and known as Trust No. 122132-03

By: P. JOHANSEN
P. JOHANSEN VICE PRESIDENT

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the county and state aforesaid, DO HEREBY CERTIFY that ANTHONY A. CASACCIO, personally known to me to be the Senior Vice President of Inland Real Estate Investment Corporation, a Delaware corporation, general partner of Inland Land Appreciation Fund, L.P., a Delaware limited partnership, and CATHERINE L. LYNCH, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President and Secretary, they signed and delivered the said instrument and caused the corporate seal to be affixed thereto, pursuant to the authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation as general partner of the partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of March, 1998.

Mary V. Cooper
Notary Public

My commission expires:



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT P. JOHANSEN of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 122132-03, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as such VICE PRESIDENT appeared before me this day in person and acknowledged that they, being thereunto duly authorized, signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said association, as Trustee aforesaid, and said VICE PRESIDENT did then and there acknowledge and declare that they had affixed thereto the corporate seal of said Bank as their free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26 day of March, 1998.

CINDY DONARSKI
NOTARY PUBLIC, STATE OF ILLINOIS
COMMISSION EXPIRES 7-25-1998

Cindy Donarski
Notary Public

My commission expires:

Prepared by and return to:

H. Dan Bauer, Esquire
The Inland Group, Inc.
2901 Butterfield Road
Oak Brook, Illinois 60523