

**BY-LAWS
OF
THE FIELDS OF FARM COLONY
OWNERS ASSOCIATION**

**ARTICLE I
NAME OF ASSOCIATION**

The name of this Association is The Fields of Farm Colony Owners Association ("Association").

**ARTICLE II
DEFINITIONS**

All terms used in these By-Laws shall have the same definitions as set forth in the Declaration of Protective Covenants, Conditions, Restrictions Reservations and Grants of The Fields of Farm Colony Subdivision, as amended from time to time (the "Declaration"), to the extent such terms are defined therein.

**ARTICLE III
PURPOSES AND POWERS**

3.01 **Purposes.** The purposes of this Association are to own, operate, maintain and repair the Common Areas and any drainage systems and easements maintained by the Association, to enforce the restrictive covenants set forth in the Declaration and as may be reasonably required to implement the purposes set forth in the Declaration, including the right to levy regular and special assessments and to enforce the payment of same pursuant to Articles V and VI of the Declaration and to carry out the powers and duties of the Association described in Section 5 of Article V of the Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of the Declaration and these By-Laws.

3.02. **Powers.** The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these By-Laws.

**ARTICLE IV
OFFICES**

4.01. **Registered Office.** The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office, and may have such other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

4.02. Principal Office. The principal office of the Association shall be maintained at the Fields of Farm Colony subdivision (sometimes herein referred to as the "Property") or at such place as the Board of Directors may determine from time to time.

ARTICLE V MEMBERSHIP, VOTING RIGHTS AND MEETINGS OF MEMBERS

5.01. Membership. Every person or entity who is a record owner of a lot in The Fields of Farm Colony or who is the beneficiary of the land trust holding title to a lot in The Fields of Farm Colony shall be a member of the Association. Membership is appurtenant to and shall not be separate from ownership of a lot. Thus, membership shall automatically transfer upon the sale or other disposition by a member who has ownership of a lot in The Fields of Farm Colony at which time the new owner shall automatically become a member of the Association.

5.02. Voting Rights. The Association shall have two classes of voting membership:

- (a) Class A: Class A members shall be all record owners of lots in The Fields of Farm Colony and all beneficiaries of land trusts holding title to lots in The Fields of Farm Colony with the exception of the Developer.
- (b) Class B: Class B members shall be the Developer or its successors or assigns which are expressly assigned Developer rights hereunder.

Class A members shall be entitled to one vote for each lot owned. If a lot is owned by more than one person or entity, collectively such owners shall only have one vote per lot. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B members shall be entitled to four votes for each lot owned. No more than four votes shall be cast with respect to any lot owned by Class B members

Class B membership shall cease and be converted to Class A membership on the first to occur of either of the following events:

- (a) when the total votes outstanding in Class A membership equal the votes outstanding in the Class B membership, or
- (b) whenever the Class B member(s) elect(s) to so convert.

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.

5.03. Manner of Acting. Unless otherwise expressly provided by law, in the Declaration or in these By-Laws, any action that may be taken by the members may be taken at any duly convened meeting at which a quorum of the voting members is present, upon the affirmative vote of a majority of the voting members voting at such meeting.

5.04. Initial Meeting (Turnover Date): Annual Meetings. The date of the initial meeting of members (the "Turnover Date") shall be as provided in Section 7 of Article V of the Declaration, but in no event shall the members receive notice of such meeting less than twenty-one (21) days prior to the meeting date. Thereafter, there shall be an annual meeting of members (one of the purposes of which shall be to elect directors), on the second Tuesday of September of each succeeding year at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) at such place as designated by the Board of Directors.

5.05. Special Meetings. Special meetings of the members may be called at any time to consider matters which by the terms of the Declaration or of these By-Laws require the approval of the members, or for any other reasonable purpose. Such meetings may be called by the President of the Association, by a majority of the Board of Directors, or after the Turnover Date, upon the written request of voting members having twenty-five percent (25%) of the total votes.

5.06. Notice of Meetings. Written notice shall be given to each member of any meeting of members (including the initial meeting) not less than ten (10) nor more than thirty (30) days before the day of such meeting. Notices shall be given by the Secretary at the direction of the President or other persons calling the meeting, and shall state the place, day and hour of the meeting and the purpose or purposes of the meeting. Notices shall be sent to the members at the address furnished by them to the Association for the purpose of service of notices or, if no such address has been furnished, to the lot address owned by such member. Notices addressed as above shall be deemed delivered when deposited in the United States mail, postage prepaid, or when personally delivered to that address.

5.07. Place of Meetings. All meetings of members shall be held on the Property or such other convenient location as shall be specified in the notice of such meeting.

5.08. Quorum. The presence of any meeting, in person and by proxy, of voting members having twenty-five percent (25%) of the total votes shall constitute a quorum for any action to be taken by the members except as may otherwise be provided in the Declaration, these By-Laws, or by law. If a quorum is not present at any meeting, a majority of the voting members present may adjourn the meeting at any time, without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of voting members from any meeting shall not cause failure of any duly constituted quorum at that meeting.

5.09. Proxies. At all meetings of members, a voting member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon termination by the member of his interest in the Unit.

ARTICLE VI BOARD OF DIRECTORS

6.01. In General. The affairs of the Association shall be managed by its Board of Directors. Until the directors are elected by the voting members on the Turnover Date, the Board shall consist

of such persons, but not less than three (3), as Developer shall from time to time designate. Commencing with the election of directors on the Turnover Date, the Board of Directors shall consist of five (5) persons elected as hereinafter provided.

6.02. Voting and Election by Members; Number and Term. In all elections for directors, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. On the Turnover Date, five (5) directors shall be elected who shall serve until the first annual meeting of the members following the Turnover Date. At the first annual meeting, and at all succeeding annual meetings, the five (5) persons receiving the highest numbers of votes shall be elected to the Board for a term of one (1) year and shall thereafter continue in office until his successor shall have been elected and qualified, provided that any director may succeed himself in office.

6.03. Qualifications. Each director (except those appointed by the Developer) shall be a record owner, provided that if any record owner is a trustee of a trust, a director may be a beneficiary of such trust, and if any record owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such record owner or beneficiary, any officer, partner or employee of any partner of such record owner or beneficiary, an agent of such beneficiary or record owner, or any officer, partner or employee of such agent. If any director shall cease to meet such qualification during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

6.04. Annual Meetings. The first meeting of the elected Board shall be on the Turnover Date, held without further notice other than this By-Law, immediately after and at the same place as the initial meeting of members. Thereafter, there shall, without further notice other than this By-Law, be an annual meeting of directors immediately after and at the same place as each annual meeting of members.

6.05. Regular Meetings. In addition to its annual meeting, regular meetings of the Board shall be held at the Property or at such other place and at such time as a majority of the Board shall by resolution from time to time determine, provided that there shall be not less than one regular meeting each calendar quarter. Notice of such regular meetings of the Board shall be given to each director at least five (5) days prior to the meeting.

6.06. Special Meetings. Special meetings of the Board may be called by the President or a majority of the directors and shall be held at the Property and at such time as the person or persons calling such special meeting may determine. Notice of any special meeting of the Board shall be given at least three (3) days prior to any such meeting.

6.07. Notice of Meetings; Contents. Notice of all Board meetings shall be mailed or delivered to all record owners at least forty-eight (48) hours prior thereto, unless a written waiver is signed by the person or persons entitled to such notice before the meeting is convened. Notices of all Board meetings, stating the time and place thereof, shall be given to each record owner and director personally or by mail. Such notices, if mailed, shall be deemed given when they have been deposited

in the United States mail, postage prepaid, addressed to the record owner and director at his address as shown on the records of the Association. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or these By-Laws. Copies of notices of meetings of the Board shall be posted at such conspicuous places on the Property as are designated by the Board at least forty-eight (48) hours prior to the meeting of the Board.

6.08. Notice of Meeting: Annual Budget or Special Assessment. Each record owner shall receive written notice in the manner prescribed in 6.07 herein no less than ten (10) days and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase of establishment of an assessment.

6.09. Waiver of Notice. Any record owner or director may waive notice of any meeting prior to the time the meeting is convened. The attendance of a record owner or director at any meeting shall constitute a waiver of notice of such meeting, except where a record owner or director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.10. Quorum. A majority of the directors serving from time to time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided that if less than a quorum is present, a majority of the directors present may adjourn the meeting from time to time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of voting members from any meeting shall not cause failure of any duly constituted quorum at that meeting.

6.11. Manner of Acting. Except as otherwise expressly provided by law, the Declaration or these By-Laws, any action of the directors may be taken upon the affirmative vote of a majority of the directors at which a quorum is present.

6.12. Compensation: Reimbursement for Expenses. Directors shall receive no compensation for their services, but shall be reimbursed for reasonable out-of-pocket expenses incurred in the course of the performance of their duties upon presentation of receipts or other appropriate evidence of such expense.

6.13. Removal or Resignation of Directors. Any director elected on or after the Turnover Date may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the voting members at any meeting of members called for such purpose. Any director may resign at any time by submitting his written resignation to the Board. If a director ceases to be a member of the Association, he shall be deemed to have resigned as of the date his membership ceased.

6.14. Vacancies. Any vacancy occurring in the Board of Directors before the Turnover Date shall be filled by the Developer or a majority of the remaining Board Members and any vacancy occurring in the Board of Directors after the Turnover Date shall be filled by election at the next

annual meeting of members or at a special meeting of members that may be called for that purpose and held prior to such annual meeting. Any director elected by the members to fill a vacancy shall serve for the balance of the unexpired term of his predecessor in office. Prior to the filling of such vacancy by the members, directors may elect a director to temporarily fill any vacancy, provided that any director so elected shall serve only until such vacancy is filled by election by the members, as provided herein.

6.15. Open Meetings. Meetings of the Board shall be open to any record owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee of the Association, if any; or (iii) to discuss violations of rules and regulations of the Association or unpaid common expenses owed to the Association. Any vote on the foregoing matters shall be taken at a meeting or portion thereof open to any record owner. Any record owner may record the proceedings at meetings required to be open by tape, film or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

ARTICLE VII POWERS AND DUTIES OF BOARD OF DIRECTORS

7.01. The Board shall have and exercise all the powers, duties and authority vested in the Association by law, the Declaration and these By-Laws, except those expressly reserved to the members. Without limiting the generality of the foregoing, the Board shall:

(a) Prepare, adopt and distribute to record owners an annual budget and any revisions thereto and to distribute same to each record owner in accordance with and as more fully set forth in the Declaration.

(b) Levy and collect assessments from the record owners.

(c) Pay the expenses of the Association.

(d) Procure and maintain such public liability, workmen's compensation, fidelity, directors and officers liability, and other insurance in such amounts and insuring against such risks as the Board deems desirable.

(e) Engage the services of a professional manager for the Association and such other personnel and servicers, including accountants and attorneys, as the Board may, in its discretion, deem necessary or desirable.

(f) Adopt and amend from time to time Rules and Regulations as authorized under Section 3 of Article III of the Declaration. Written notice of such Rules and Regulations and of any amendments shall be given to all record owners, and The Fields of Farm Colony Subdivision shall at all times be maintained subject to such Rules and Regulations, provided that with respect to any

Rules and Regulations or any amendment thereto adopted on or after the Turnover Date, if within (30) days from the date of such written notice to the record owners of the adoption thereof, the voting members having at least one-fourth (1/4) of the total votes shall file with the Board a written objection thereto, then such Rule or Regulation shall be deemed rescinded until approved by the voting members having at least a majority of the total votes.

(g) Keep detailed accurate records of the receipts and expenditures affecting the use and operation of The Fields of Farm Colony.

(h) Maintain the following records of the Association available for examination and copying at convenient hours of weekdays by any record owners or their mortgagees and their duly authorized agents or attorneys:

(1) Copies of the recorded Declaration, other duly recorded covenants and By-Laws and any amendments, articles of incorporation of the Association, annual reports and any rules and regulations adopted by the Association or the Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (1) for examination and copying.

(2) Detailed accurate records in chronological order of the receipts and expenditures affecting the Drainage Easements specifying and itemizing the maintenance and repair expenses of the Drainage Easements and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

(3) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

(4) Ballots, if any, for any election held for the Board and for any other matters voted on by the record owners shall be maintained for a period of not less than one (1) year.

(5) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-for-Profit Corporation Act shall be maintained.

(6) A reasonable fee may be charged by the Association or its Board for the cost of copying.

(i) Standing of Board. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Areas and drainage systems and easements maintained by the Association and implementation, collection and enforcement of the assessments authorized by the Declaration and/or these By-Laws.

(a) The Association shall have such powers as may be reasonably necessary to enforce these restrictions and covenants and as may be reasonably required to implement the purposes set forth in these covenants and restrictions, including the right to levy regular and special assessments against each lot and each lot owner as described in Section 6 below, and to enforce same pursuant to ARTICLE VI, Section 2; and

(b) To the extent such services are not provided by any governmental body: To maintain entrance ways including gates, signs or other ornamental structures, center islands of cul-de-sacs (if any), landscape areas on and along Hilltop and Minkler Roads and Illinois Route 71 and any other common ground, including but not limited to Common Areas, public or private bicycle paths, walkways, detention or retention areas, and sub-surface drainage systems accepted by the Association in the Subdivision; and

(c) To mow, care for and maintain the Common Areas and vacant or improved property, remove rubbish from same, to maintain, repair and replace any necessary components to assure the uninterrupted functioning of the sub-surface drainage system as referenced in ARTICLE IV, Section 11, and to do all other manner or other things necessary or desirable in the judgment of the officers of the Association to keep all private property and all parkways in front of any property in the Subdivision, neat in appearance and in good order; and

(d) To make such improvements (subject to applicable Kendall County ordinances, rules and regulations), to the entrance ways, center islands of cul-de-sacs and any other Common Areas and provided such other facilities and services as may be authorized from time to time by the affirmative vote of the majority of the Members of the Association acting in accordance with its By-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Subdivision a highly desirable and quality residential community; and

(e) To abide by the lawful directives, ordinances, and regulations of any duly constituted governmental agency or unit of government regarding the operation of the Subdivision; and

(f) To make other rules and regulations with respect to the Subdivision as it may determine. All lot or tract owners shall be subject to the reasonable rules, regulations and assessments promulgated by the Association whether or not said owner voted in favor of the formation of the Association; and

(g) Upon formation of an Association, the Association shall be responsible for all costs and expenses incurred for the repair, replacement and/or maintenance of any installed drainage systems (including the surface or sub-surface components thereof) located in the Subdivision that are not dedicated to a public governmental entity; provided, however, the foregoing provision does not relieve any lot owner from the costs and expenses to repair (which may include replacement) any damage to the drainage system (surface or sub-surface components) caused by such owner or any invitee, guest, sub-contractor or agent thereof; and

(h) To hold fee simple title to the Common Areas; and

(i) To grant where necessary easements over, under and across the Common Areas for purposes deemed reasonable by the Board (hereinafter defined) of the Association.

The Association, its directors, officers, employees, agents and contractors have access across, over, upon, under and along the Drainage, Landscaping and Path Easements to accomplish the foregoing duties, responsibilities and obligations of the Association.

Unless the Developer otherwise agrees earlier, the Association shall succeed to the rights of the Developer on the Turnover Date;

Section 6. Method of Providing General Funds

(a) The Association shall have the power to levy a reasonable annual assessment uniformly against each lot. In addition to an annual assessment, the Association may levy in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements including, but not limited to: walks, roads and bicycle paths, if any, upon the Common Areas, sub-surface drainage systems and surface drainage areas and to accomplish any acts set forth in Section 5 of this ARTICLE V. The assessments levied by the Association shall be used for any purpose of the Association as specified in this Declaration or in its Articles, including, but not limited to, promoting the recreation, health, safety and welfare of the lot owners and residents of the Subdivision and providing for the inspection, operation, maintenance, insurance and repair of the drainage, landscaping and path systems in the Subdivision and the inspection, maintenance, repair and landscaping of landscaped cul-de-sacs and the ownership, operation, maintenance and repair of the Common Areas, and paying the cost of any insurance purchased by the Association.

To the extent that the annual budget includes any amount designated as a capital reserve, each record owner, as to each monthly installment of the annual assessment paid by such record owner, shall be deemed to make a non-refundable capital contribution in the proportion that the amount of said designated capital reserve bears to the total annual budget. Such proportion of each monthly installment paid to the Developer or the Association if it has been formed shall be segregated and maintained in a special capital reserve account to be used solely for making major repairs and replacements to the drainage, landscaping and path systems in the Subdivision, Common Areas and/or landscaped cul-de-sacs and for the purchase of equipment to be used by the Association in connection with its duties hereunder, provided that if the budget includes a reserve for a specified capital expenditure, a proportionate share of each monthly assessment shall be separately maintained and used solely for that purpose.

At the closing of the first sale of a home built upon any lot within the Subdivision, the 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 then applicable monthly assessment for the lot. The aforementioned assessment shall be held and used by the Developer or the Board, as is applicable, and as it shall from time to time determine for the benefit of the Subdivision. Each owner shall be liable for payment of said initial capital contribution and the Developer or the Association, if it is formed, is hereby authorized and empowered to collect same in the same manner as it is authorized and empowered herein to collect delinquent assessments.

No lot owner may waive or otherwise escape liability for any assessments and charges provided herein by the non-use of the Common Areas, Drainage, Landscaping and Path Easements and/or systems and/or landscaped cul-de-sacs or abandonment of his or her lot.

(b) In the event of failure of any owner to pay an assessment on or before thirty (30) days following its due date, said assessment shall become delinquent and shall bear interest at a rate equal to two percent (2%) over the prime rate then being charged by the First National Bank of Chicago, Chicago, Illinois from the due date thereof to the date of payment of both principal and interest, and said assessment may thereafter be enforced against the owner personally. The Association may, at its discretion, file Certificates of Non-Payment of Assessments in the Office of the Recorder of Deeds, Kendall County whenever such assessments are delinquent, which certificates shall become a lien on such lot(s). The Association may bring an action against the lot owner or owners in the Circuit Court of Kendall County to collect any and all assessments and/or may institute an action of foreclosure against such lot or lots as a remedy for collection of said assessments. The Association shall be entitled to collect from the owner or owners of the real estate described in Exhibit "A" an additional reasonable fee and reasonable attorney's fees and costs incurred by the Association to collect any assessment, which fees and costs are hereby declared to be in addition to the lien upon the lot(s) so described in said Certificate. Such fees and costs shall be collectible in the same manner as the assessments provided for herein. It shall be the duty of the Association to bring suits to enforce such liens

before the expiration thereof. Each assessment together with interest thereon and the cost of collection thereof (which includes attorney's fees) shall be the personal obligation of the person or entity which is the owner of such lot at the time when the assessment is made.

(c) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said lot(s) prior to the effective dates of such liens, but not subsequent thereto.

(d) Such liens shall continue until paid, unless within such time a suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the lot(s) under levy and execution pursuant to a judgment granted as a result of said suit.

Section 7. Meetings

The initial meeting of the voting members shall be held upon twenty-one (21) days prior written notice given by the Developer. Such written notice may be given at any time in the sole discretion of the Developer but must be given no later than a date that will schedule the initial meeting no later than sixty (60) days after the first to occur of : (a) the sale of seventy-five percent (75%) of the lots in the Subdivision, or (b) three (3) years after the recording date of this Declaration or the final supplement thereto as described in ARTICLE VI, Section 12 hereof, whichever occurs last. The initial meeting of the voting members shall be referred to herein as the Turnover Date. The Developer may schedule meetings of the members of the Association prior to the initial meeting. After the initial meeting there shall be an annual meeting of the voting members as provided in the By-Laws of the Association.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or any other reasonable purpose. Said meetings may be called by the president, the Board or the voting members having, in the aggregate, not less than twenty-five percent (25%) of the total votes of the Association. Special meetings shall be held as provided in the By-Laws.

The presence in person or by proxy at any meeting of the voting members having a majority of the total votes of the Association shall constitute a quorum. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act, or by the Articles or the By-Laws of the Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

Section 8. Board of Directors

The affairs of the Association shall be managed by a Board of Directors. Until the Turnover Date, the Developer shall select the original Board of Directors ("Board") (not less than three (3) members) which shall serve until the initial meeting of the voting members. Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one (1) or more directors (in which event such members of the Board shall be elected by the voting members) and to continue to exercise its right to appoint the remaining members of the Board until the Turnover Date. At the initial meeting of the voting members on the Turnover Date, a new Board shall be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The By-Laws shall set forth the general powers of the Board, the number, tenure and qualification of Directors, their term of office, manner of election and removal, and method of operation of the Board. Board members selected by the Developer do not have to be lot owners. The initial meeting of voting members shall occur as specified in Section 7 of this ARTICLE V, or if Developer fails to call such meeting, any three (3) members of the Association may call for such initial meeting at any time after the Turnover Date.

Voting members having at least sixty-six percent (66%) of the total votes may from time to time

increase or decrease the number of persons on the Board or may increase the term of office of the Board members, provided that the number of Board members shall not be less than three nor more than seven and that the terms of at least one-third of the persons on the Board shall expire annually.

Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having at least sixty-six percent (66%) of the total votes.

The Board shall elect from among its members the following:

- (a) A president who shall be the chief executive officer of the Board and who shall preside over both Board meetings and meetings of the voting members.
- (b) One or more vice presidents who shall assume the duties of the president if the president is unable to fulfill his duties.
- (c) A secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall perform all the duties incident to the office of secretary.
- (d) A treasurer who shall keep the financial records and books of account.

The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws.

The members 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 or officers. The Association shall indemnify and hold harmless the members of the Board and the officers thereof, and their respective heirs and legal representatives, against all contractual liability to others arising out of contracts made with others and made with Board approval and against other liabilities arising out of contracts made by or other acts of the directors and officers on behalf of the Association or arising out of their status as directors and officers unless any such contract or act shall have been made unlawfully, fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to any acts or omissions in the performance of his/her duties as such director or officer found by a court to be unlawful or to constitute gross negligence or fraud.

In the event of disagreement among any members of the Association relating to the maintenance, use or operation of the drainage, landscaping or path systems and/or Common Areas, the maintenance, use, operation or landscaping of the landscaped cul-de-sacs, or any question or interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all such members of the Association.

Section 9. By-Laws of the Association

The By-Laws of the Association shall be as set forth on Exhibit "B" attached hereto and made a part hereof.

Section 10. Procedure for Amendments

This Article may be amended at any time by the Developer prior to formation of the Association or by the written consent of the members of the Association who own, legally or beneficially, a two-thirds (2/3)

majority of both Class A and Class B members (provided such class has not been converted to Class A), if any, of the lots in the Subdivision.

Section 11. Exempt Property

The following property, which is subject to this Declaration, shall be exempt from the assessments, charges and liens created herein: all property to the extent of any easement or interest therein dedicated and accepted by a local public authority and devoted to public use ; all property exempted from taxation by the laws of the State of Illinois upon the terms and to the extent of such legal exemption; and all property or lots owned by the Declarant and/or the Developer.

Section 12. Powers of Developer and Declarant

Until such time as the Association is formed and succeeds to the rights of the Developer and the Declarant hereunder as aforesaid, the Developer shall have all the powers specified in this Article.

ARTICLE VI GENERAL PROVISIONS

Section 1. Duration

The covenants and restrictions set forth in this Declaration shall run with and bind the land described on Exhibit "A" attached hereto and made a part hereof, and shall inure to the benefit of and be enforceable by the Developer or the Association or any association formed by them for a term of twenty (20) years from the date that this Declaration is recorded with the Kendall County Recorder, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds (2/3) of the lots within the existing properties has been recorded agreeing to change said covenants and restrictions in whole or in part. Each lot or tract owner shall be entitled to one (1) vote. These protective covenants and restrictions shall be binding on the successors and assigns of the owners of any lot within the land described in this Declaration of restrictions and covenants during the term of these restrictions and covenants.

Section 2. Enforcement

Enforcement of these covenants and restrictions may be made by the Developer whether or not the Developer owns any lots or tracts at the time of such enforcement, any association described above or by an assignee of the Developer and shall be so enforced by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violations, or to recover damages, or against the land to enforce any lien created by these covenants and restrictions. Should the Developer or the Association employ legal counsel to enforce any covenant or restriction, to collect any lien or assessment or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer or the Association by reason of such enforcement or prosecution, including reasonable attorney's fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecution is brought. The Developer and the Association shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all: (a) damages, awards and judgments accruing to the Developer and/or the Association, and (b) costs, fees and expenses incurred by the Developer and/or the Association to enforce the terms and provisions of this Declaration. No delay or failure on the part of the Developer or the Association, or the owners of any land subject to this Declaration, in exercising any rights, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer or the Association for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account

of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer or the Association.

In the event that the Developer or the Association, when formed, fails to enforce the provisions of ARTICLE IV, Section 12 or Sections 5 and 6 of ARTICLE V of this Declaration and such failure results in a violation of any Kendall County ordinance, the Kendall County Board, through its authorized representatives, shall be entitled to enforce the terms and provisions of ARTICLE IV, Section 12 and ARTICLE V, Sections 5 and 6 and shall be entitled to place a lien on all property within the Subdivision until all costs and expenses incurred by Kendall County to so enforce such provisions are recovered. The County of Kendall shall have the enforcement rights described above in this Section 2 in order to recover the costs and expenses it incurs to enforce the terms and provisions of ARTICLE IV, Section 12 and ARTICLE V, Sections 5 and 6.

Section 3. Modification

By recorded supplemental declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of five (5) years from the date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration.

Section 4. Severability

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

Section 5. Occupants

All of the obligations, restrictions, liabilities, and covenants imposed upon owners hereunder, shall also be applicable to and imposed upon all persons occupying any lot or structure thereon who are not owners, other than the Developer.

Section 6. Deeds

Each owner, and purchaser under any installment sale contract, accepts conveyance of its lot or lots subject to the restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in its deed or installment sale contract.

Section 7. Deviations by Agreement with Developer, or its Successors or Assigns

Developer, or its successors or assigns, hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property, or any association which may be formed) to deviate from any or all of the covenants set forth in this Declaration, provided there are, in the sole discretion of the Developer, practical difficulties or particular hardships evidenced by the petitioning owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenants involved or any other covenant as to the remaining property in the Subdivision. No deviation can violate any Kendall County ordinance, rule or regulation..

Section 8. Interchangeable Terms

The terms "real estate", "land", "property" and "properties" are used herein interchangeably and refer to the real estate described on Exhibit "A" attached hereto and made a part hereof. The terms "owner", "lot owner" or "tract owner" are used herein interchangeably and refer to the fee simple owner and/or owner of the beneficial owner of a land trust that holds legal title to any lot or lots in the Subdivision.

Section 9. Exercise of Declarant's and Developer's Rights and Powers Under This Declaration

Declarant and Developer shall exercise their rights and powers, including, without limitation, voting powers, under this Declaration through any officer of Inland Real Estate Investment Corporation, a Delaware corporation.

Section 10. Conveyance of Common Areas to Association

Any time after the formation of an Association, the Declarant shall have the right to convey to the Association, and the Association shall accept, title to all or any portions of the Common Areas then owned by the Declarant. Upon and after such conveyance(s), the Association shall hold title to the Common Areas (it may also place title in an Illinois land trust) and shall own such property on behalf of and for the mutual benefit of all lot owners in the Subdivision with such property to be used as common grounds for all such lot owners. The Declarant retains the continuing right to convey (and the Association shall accept) all or any portion of title to such Common Areas at any time after the formation of the Association and until such time as all of the Declarant's right, title and interest in such Common Areas have been conveyed to the Association.

Section 11. Developer's Formation of Association

Notwithstanding the terms and provisions of Section 1 of ARTICLE V of this Declaration, the Developer may at its sole option and discretion form an Association at any time as long as the Developer is the owner of any lot in the Subdivision.

Section 12. Add-On Property

The Developer reserves for itself and its successors and assigns and for InLand Capital Fund, L.P. and its successors and assigns and for any land trust(s) of which any of the foregoing is the beneficiary, the right to subject to the terms, liabilities, provisions, conditions, covenants and restrictions described herein any or all of the additional property ("add-on real estate") described on Exhibit "B" attached hereto by recording with the Kendall County Recorder of Deeds Office, a supplement(s) hereto describing the add-on real estate and incorporating by reference the terms, conditions, liabilities, provisions, covenants and restrictions contained in this Declaration. Upon recording of each supplement, the add-on real estate described therein shall become subject to the terms, provisions, liabilities, conditions, covenants and restrictions contained in this Declaration. The term "Subdivision" shall be deemed to include any and all add-on real estate added to the terms, provisions, liabilities, conditions, covenants and restrictions of this Declaration by the recording of a supplement. The term "Developer" as used throughout this Declaration shall include all developers of add-on real estate and all rights and duties in this Declaration applicable to the Developer shall apply to all such developers.

The original real estate comprising the Subdivision and any add-on real estate shall be entitled to all of the benefits and uses of any and all drainage, landscaping and path easements and any systems contained therein listed on any final plat of subdivision for any and all phases of the Subdivision which plats are recorded with the Kendall County Recorder of Deeds Office. Any assessments authorized by this Declaration shall apply to any add-on real estate and the add-on real estate will not only benefit by the mutual use and benefit of the drainage, landscaping and path easements and systems contained therein and common properties in the entire Subdivision (which include, without limitation, the Drainage, Landscaping and Path Easements and Common Areas) but such add-on real estate shall also share in the cost of the ownership, operation, maintenance, repair and replacement of all of the foregoing items and all components thereof. All lot owners in the Subdivision shall be entitled to use the drainage, landscaping and path easements and systems contained therein and all common properties in the entire Subdivision including those contained in the add-on real estate and shall pay assessments necessary to own, operate, maintain, repair and replace all such easements, systems, common properties and all components thereof.

With respect to the Turnover Date, the three (3) year period will be deemed to run from the date that the last supplement to this Declaration is recorded and the seventy-five percent (75%) of lots sold shall apply to the aggregate lots contained in the Subdivision which includes any add-on real estate .

Section 13. Successors and Assigns of Developer and Declarant

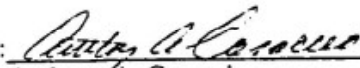
All of the rights and powers of the Declarant and the Developer under this Declaration shall inure to the benefit of the successors and assigns of the Declarant and the Developer.

Dated this 2nd day of May, 1997.

DECLARANT/DEVELOPER

Inland Land Appreciation Fund, L.P.,
a Delaware limited partnership, by Inland
Real Estate Investment Corporation, a
Delaware corporation, its general partner

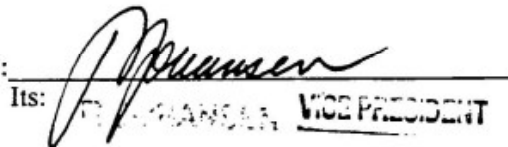
By:



Anthony A. Casaccio
Senior Vice President

American National Bank and Trust Company
of Chicago, not personally, but solely as Trustee
under a Trust Agreement dated September 23, 1996
and known as Trust No. 122132-03

By:



Its: J. MANCALA, 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 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 said county and the 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, the general partner of Inland Land Appreciation Fund, L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Senior Vice President and pursuant to authority given by the Developer, he did execute this document as the free and voluntary act and deed of said Developer for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of May, 1997.

My commission expires:



Mary V. Cooper
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said county in the state aforesaid, do hereby certify that P. JOHANSEN VICE PRES. of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely 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 VP, appeared before me this day in person and acknowledged that he/she, being thereunto duly authorized, signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said association, as Trustee aforesaid, and said VP did then and there acknowledge and declare that he/she had affixed thereto the corporate seal of said Bank as his/her 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 5th day of MAY, 1997.

My commission expires:

Eva Hici
Notary Public



This instrument prepared by and after recording please return to:

H. Dan Bauer, Esquire
c/o THE INLAND GROUP, INC.
2901 Butterfield Road
Oak Brook, IL 60521

EXHIBIT "A"

LEGAL DESCRIPTION

Lots 1 to 24 and Outlots A and B of Fields of Farm Colony Unit 1, in Kendall and Oswego Townships, in Kendall County, Illinois.

EXHIBIT "B"

FIELDS OF FARM COLONY REMAINDER PARCEL

PARCEL ONE:

THAT PART OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 13 OF PONDEROSA, UNIT TWO, OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS; THENCE EASTERLY, ALONG THE SOUTHERLY LINE OF SAID UNIT TWO, 423.02 FEET TO AN ANGLE POINT THEREIN; THENCE EASTERLY ALONG SAID SOUTHERLY LINE AND SAID SOUTHERLY LINE EXTENDED, WHICH FORMS AN ANGLE OF 176°15'46" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM), 572.30 FEET TO THE CENTERLINE OF ILLINOIS STATE ROUTE NO. 71 FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, ALONG THE LINE OF A FENCE, WHICH FORMS AN ANGLE OF 89°00'00" WITH SAID CENTERLINE (MEASURED COUNTER-CLOCKWISE FROM SOUTH TO EAST) 2091.05 FEET TO AN OLD CLAIM LINE; THENCE SOUTHERLY ALONG SAID OLD CLAIM LINE, WHICH FORMS AN ANGLE OF 97°52'27" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 1148.40 FEET TO THE NORTHEASTERLY EXTENSION OF A NORTHWESTERLY LINE OF A TRACT DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 172 AT PAGE 260 ON MARCH 3, 1970; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE AND ITS EXTENSION, WHICH FORM AN ANGLE OF 157°31'25" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 1043.25 FEET TO AN ANGLE POINT IN SAID NORTHWESTERLY LINE; THENCE NORTHWESTERLY, 1999.79 FEET TO A POINT IN SAID CENTERLINE WHICH IS 1606.05 FEET (MEASURED ALONG SAID CENTERLINE AND ITS TANGENT) NORTHEASTERLY OF THE INTERSECTION OF SAID CENTERLINE TANGENT WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE NORTHERLY ALONG SAID CENTERLINE, 513.52 FEET TO A POINT WHICH IS 1214.0 FEET (MEASURED ALONG SAID CENTERLINE) SOUTHWESTERLY OF THE POINT OF BEGINNING; THENCE SOUTHEASTERLY, PERPENDICULAR TO SAID CENTERLINE, 363.0 FEET; THENCE NORTHEASTERLY, PARALLEL WITH SAID CENTERLINE, 363.0 FEET; THENCE NORTHWESTERLY PERPENDICULAR TO THE LAST DESCRIBED COURSE 363.0 FEET, TO SAID CENTERLINE; THENCE NORTHEASTERLY, ALONG SAID CENTERLINE, 854.0 FEET TO THE POINT OF BEGINNING IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS;

AND ALSO

PARCEL TWO:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 2 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 98.60 FEET TO THE CENTERLINE TANGENT OF ILLINOIS STATE ROUTE NO. 71 EXTENDED SOUTHERLY; THENCE NORTHERLY ALONG SAID CENTERLINE TANGENT AND SAID CENTERLINE 1606.05 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE FORMING AN ANGLE OF 76°52'49" WITH THE LAST DESCRIBED COURSE (MEASURED COUNTER-CLOCKWISE THEREFROM) 1999.79 FEET TO AN ANGLE POINT IN THE WESTERLY LINE OF A TRACT DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 172 AT PAGE 260 ON MARCH 3, 1970; THENCE SOUTHWESTERLY ALONG SAID WESTERLY LINE 1931.28 FEET TO THE CENTERLINE OF HILLTOP ROAD; THENCE NORTHWESTERLY ALONG SAID CENTERLINE, 1730.28 FEET TO THE ORIGINAL CENTERLINE OF OSWEGO-NEWARK ROAD; THENCE NORTHERLY ALONG SAID ORIGINAL CENTERLINE 1080.30 FEET TO ITS INTERSECTION WITH SAID CENTERLINE TANGENT OF ROUTE NO. 71; THENCE NORTHERLY ALONG SAID CENTERLINE TANGENT AND SAID CENTERLINE, 1054.95 FEET TO THE POINT OF BEGINNING; (EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 98.60 FEET TO THE TANGENT CENTERLINE OF ILLINOIS STATE ROUTE NO. 71 EXTENDED FROM THE NORTH; THENCE NORTHERLY ALONG SAID EXTENDED TANGENT CENTERLINE AND SAID CENTERLINE, 753.95 FEET FOR A POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID CENTERLINE, 444.17 FEET; THENCE SOUTHEASTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 76°15'00" WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER-CLOCKWISE THEREFROM, 549.50 FEET; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 93°30'00" WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER-CLOCKWISE THEREFROM, 548.46 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 58°15'00" WITH THE LAST DESCRIBED COURSE, 337.97 FEET; THENCE WESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 222°00'00" WITH THE LAST DESCRIBED COURSE, MEASURED COUNTER-CLOCKWISE THEREFROM, 185.00 FEET TO THE POINT OF BEGINNING);

AND ALSO (EXCEPTING THAT PART DESCRIBED AS FOLLOWS:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 2 AND THAT PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 7 EAST AND THAT PART OF THE SOUTHWEST QUARTER OF

SECTION 35, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 98.60 FEET TO THE CENTERLINE TANGENT OF ILLINOIS STATE ROUTE NO. 71 EXTENDED SOUTHERLY; THENCE NORTH 16° 53' 50" EAST (LOCAL BEARING SYSTEM) ALONG SAID CENTERLINE, A DISTANCE OF 753.95 FEET; THENCE SOUTH 73° 06' 10" EAST, A DISTANCE OF 50.00 FEET FOR A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 73° 06' 10" EAST, A DISTANCE OF 135.00 FEET; THENCE SOUTH 31° 06' 10" EAST, A DISTANCE OF 337.97 FEET; THENCE NORTH 27° 08' 50" EAST, A DISTANCE OF 598.22 FEET; THENCE SOUTH 59° 18' 41" EAST, A DISTANCE OF 52.24 FEET; THENCE NORTH 89° 50' 58" EAST, A DISTANCE OF 125.53 FEET; THENCE SOUTH 04° 15' 28" EAST, A DISTANCE OF 255.84 FEET; THENCE SOUTH 05° 03' 28" WEST, A DISTANCE OF 197.56 FEET; THENCE SOUTH 38° 32' 05" WEST, A DISTANCE OF 101.08 FEET; THENCE SOUTH 23° 18' 53" EAST, A DISTANCE OF 231.05 FEET; THENCE NORTH 66° 41' 07" EAST, A DISTANCE OF 14.47 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 498.00 FEET, AN ARC DISTANCE OF 59.90 FEET; THENCE SOUTH 55° 06' 08" EAST, A DISTANCE OF 221.81 FEET; THENCE SOUTH 40° 59' 34" EAST, A DISTANCE OF 175.63 FEET; THENCE SOUTH 22° 31' 28" EAST, A DISTANCE OF 290.45 FEET; THENCE SOUTH 57° 22' 37" EAST, A DISTANCE OF 293.81 FEET TO THE WESTERLY LINE OF A TRACT DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 172 AT PAGE 260 ON MARCH 3, 1970; THENCE SOUTH 26° 45' 03" WEST ALONG SAID WESTERLY LINE, A DISTANCE OF 809.45 FEET TO THE CENTERLINE OF HILLTOP ROAD; THENCE NORTH 65° 35' 57" WEST ALONG SAID CENTERLINE, A DISTANCE OF 1730.28 FEET TO THE ORIGINAL CENTERLINE OF OSWEGO-NEWARK ROAD; THENCE NORTH 22° 07' 19" EAST ALONG SAID ORIGINAL CENTERLINE, A DISTANCE OF 293.81 FEET TO POINT ON A CURVE BEING THE EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 71 AS DEDICATED BY DEED BOOK 93 PAGE 68; THENCE NORTHEASTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 71 BEING A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 3956.54 FEET, AN ARC LENGTH OF 983.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 16° 53' 50" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF ILLINOIS STATE ROUTE 71, A DISTANCE OF 12.61 FEET TO THE PLACE OF BEGINNING), ALL IN KENDALL AND OSWEGO TOWNSHIPS, KENDALL COUNTY, ILLINOIS.

AND ALSO

THAT PART OF THE EAST 1/2 OF SECTION 35 AND PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTHWESTERLY LINE OF LOT 65, FARM COLONY, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS EXTENDED SOUTHEASTERLY AND THE SURVEY LINE OF MINKLER ROAD DEPICTED ON THE RIGHT-OF-WAY PLAT RECORDED NOVEMBER 20, 1974 AS DOCUMENT 74-5243; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 1166.10 FEET TO AN ANGLE POINT IN SAID LINE; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE 1581.10 FEET TO AN OLD CLAIM LINE; THENCE SOUTHERLY ALONG SAID CLAIM LINE, WHICH FORMS AN ANGLE OF 72 DEGREES, 19 MINUTES, 58 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 2091.98 FEET TO THE NORTHEASTERLY EXTENSION OF A NORTHWESTERLY LINE OF A TRACT DESCRIBED IN A WARRANTY DEED RECORDED IN BOOK 172 AT PAGE 260 ON MARCH 3, 1970; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY LINE EXTENDED, WHICH FORMS AN ANGLE OF 202 DEGREES, 28 MINUTES, 35 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM 94.86 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTHEASTERLY ALONG A NORTH LINE OF SAID TRACT, WHICH FORMS AN ANGLE OF 98 DEGREES, 49 MINUTES, 47 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 1683.77 FEET TO SAID MINKLER ROAD SURVEY LINE; THENCE NORTHEASTERLY ALONG SAID SURVEY LINE 2229.25 FEET TO THE POINT OF BEGINNING IN OSWEGO TOWNSHIP, KENDALL COUNTY, ILLINOIS.

SAID PARCEL CONTAINS 235.05 ACRES, MORE OR LESS.