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BK 807 PG 22

FILED FOR RECORD
KENDALL COUNTY ILL.
DOC. # 9310926
1:45 PM
OCT 18 1993

Paul R Anderson
RECORDER OF DEEDS

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND GRANTS OF THE FARM COLONY SUBDIVISION

ARTICLE I

DECLARATION PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) 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.

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 Farm Colony Subdivision, Oswego Township, Kendall County, Illinois.

ARTICLE II

SECTION 1. GENERAL RESTRICTIONS: The properties shall be used only as dwelling lots for single-family residences. 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 Farm Colony subdivision that does not comply with the following minimum restrictions:

(A) Without the prior written consent of 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, 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 twenty (20) 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 to conveyances between contiguous owners of not more than twenty (20) percent 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 1,800 square feet of living area. No one (1) story house shall be constructed with less than 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 Article III, Section 2: (1) 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; (2) 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; (3) 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; (4) 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. The erection and construction of a dwelling shall not be commenced without the prior written approval of the Developer

having first been obtained for the matters set forth in this Section 1 (A) and Section 2.

(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. Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article III, Section 1, 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 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. The 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. The 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 re-submittal, 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 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. 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. Any change in exterior materials or colors of structures after initial approval must be submitted to the Developer or assigns for approval. This shall not be interpreted to require approval for replacement of materials or color which had been previously approve.

SECTION 6. It is understood and agreed that Developer's approval of the items specified in this Article III shall not be unreasonably withheld or delayed nor will Developer unreasonably exercise its right to disapprove any of the items specified therein.

ARTICLE IV

GENERAL RESTRICTIONS

SECTION 1. QUALITY OF STRUCTURES. All structures shall be constructed in accordance with applicable government building codes and with 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.

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 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; provided, however, exterior satellite dishes are permitted if screened from view with permitted landscaping and/or fencing.

SECTION 5. GARDENS. Except as otherwise approved by Declarant, no garden of any type, whether for the productive 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 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 boundary fence, not more than five (5) feet in height, made out of a "rail" fencing and erected within ten (10) feet of the outer boundary of a lot shall be permitted. 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. 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 at its closest point if placed in the rear yard. 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. No owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unslightly materials. Garbage shall be placed in receptacles. Tarpaulins and similar covering materials are prohibited, except for coverings of in-ground swimming pools. All owners shall be responsible for mowing and proper care and maintenance of parkways and road right-of-way located between their lot lines and edges of street pavements.

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 AND SUB-SURFACE DRAINAGE SYSTEMS. 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. 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 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 owner shall be inconsistent with applicable provisions of the Illinois Compiled Statutes or 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.

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.

ARTICLE V

HOMEOWNERS ASSOCIATION

SECTION 1. CREATION AND PURPOSES. The owners of 2/3 of the lots in the Farm Colony Subdivision shall have the right (but not the obligation) to form a homeowners association which shall have the right to enforce the terms, provisions and conditions of these restrictions and covenants. The purpose of said homeowners association shall be to cooperate with the Developer, to assist with enforcing the high standards established for property in the Farm Colony 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 Farm Colony. In no event shall the homeowners association be formed without written consent of Developer until building has been completed and the homes occupied on at least seventy-five percent (75%) of the lots.

SECTION 2. MEMBERSHIP IN THE ASSOCIATION. Every person or entity, who is a record owner of the fee, or the undivided fee interest in any lot or living unit which is subject to these covenants and restrictions of record shall be a member of the homeowners association, provided that any such person who holds

such interest merely as security for the performance of an obligation shall not be a member.

SECTION 3. VOTING RIGHTS. The homeowners 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. 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 Developer 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 Farm Colony shall accrue additional Class B membership for the Declarant.

SECTION 4. TERMINATION OF MEMBERSHIP IN THE ASSOCIATION. Membership in the homeowners 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 homeowners association during the period of such former owner's membership in the homeowner's association. Furthermore, such termination shall not impair any rights or remedies which the homeowner's 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 homeowner's association shall have the following powers:

(A) The homeowners 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 a reasonable annual assessment 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 Minkler Road and any other common ground, including but not limited to common properties within Farm Colony, public or private bicycle paths, walkways, detention or retention areas, and sub-surface drainage systems accepted by the homeowner's association in Farm Colony; and

(C) To mow, care for and maintain vacant or improved property, remove rubbish from same, 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 homeowner's association to keep all private property and all parkways in front of any property in Farm Colony, neat in appearance and in good order; and

(D) To make such improvements to the entrance ways, center islands of cul-de-sacs and any other common ground in Farm Colony and provide such other facilities and services as may be authorized form time to time by the affirmative vote of the majority of the Members of the homeowner's 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 Farm Colony a highly desirable and quality residential community.

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

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

Unless the Developer otherwise agrees earlier, the homeowner's association shall succeed to the rights of the Developer hereunder when the last lot has been sold by the Developer and 75% of the lots are occupied by owner occupants.

SECTION 6. METHOD OF PROVIDING GENERAL FUNDS.

(A) The homeowner's association shall have the power to levy a reasonable annual assessment uniformly against each lot. In addition to an annual assessment, the homeowner's 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 properties and to accomplish any acts set forth in Section 5 hereof.

(B) In the event of failure of any Owner to pay an assessment on or before thirty (30) days following due date and following proper notice to such owner of such assessment, 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 homeowner's 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 homeowners 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 homeowner's 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 homeowners 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 and in addition to the interest and principal due thereon. It shall be the duty of the homeowner's association to bring suits to enforce such liens before the expiration thereof.

(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. PROCEDURE FOR AMENDMENTS. This Article may be amended at any time by Developer prior to formation of the homeowners association or by the written consent of the members of the homeowner's association who own, legally or beneficially, a two third's (2/3's) majority of both Class A and Class B members, if any, of the lots in Farm Colony.

SECTION 8. 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 except the equestrian easement; 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 Developer.

SECTION 9. POWERS OF DEVELOPER. Until such time as the homeowner's association is formed and succeeds to the rights of the Developer hereunder as aforesaid, 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 homeowners 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 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 Developer whether or not Developer owns any lots or tracts at the time of such enforcement, any homeowners association formed or by an assignee of 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, 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 homeowners 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 homeowners association, and; (b) costs, fees and expenses incurred by Developer and/or the homeowners association to enforce the terms and provisions of this Declaration. No delay or failure on the part of the Developer or the homeowner 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 homeowner 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 homeowner association.

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 who are not owners, other than 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 SUCCESSOR OR ASSIGN. Developer, or its successor or assign, 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 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 Farm Colony.

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.

SECTION 9. ADD-ON PROPERTY. The Developer reserves the right to add-on additional property to be subjected to the terms, liabilities, provisions, covenants and restrictions described herein by recording with the Kendall County Recorder of Deed's Office a supplement hereto which will describe the real estate to be subjected to the terms, provisions, covenants and restrictions contained herein and which supplement shall incorporate by reference such terms, provisions, covenants and restrictions. Upon recording of such supplement, the real estate described therein shall become subject to the terms, provisions, covenants and restrictions contained in this Declaration. The seventy-five percent (75%) described in Sections 1 and 5 of ARTICLE V shall apply to the aggregate lots contained in Farm Colony and the added-on real estate unless the homeowner's association has already been formed.

Dated this 8th day of October, 1993

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: Patricia A. Challenger
Its: Sen. Sr V.P.

This instrument prepared by
H. Dan Bauer, Attorney at Law
2901 Butterfield Road
Oak Brook, IL 60521

STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for said county, and the state aforesaid, do hereby certify that Patricia A. Challenger, 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 corporation as the general partner of the Partnership as such Developer he did execute this document as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 8th day of October, 1993

Notary Public

OFFICIAL SEAL
SHARON ANDERSON-COX
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05 23/97

This instrument prepared by and
after recording please return to

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

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

Inland Land Appreciation Fund, L.P., a Delaware limited partnership is the Declarant/Developer under that certain Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Farm Colony Subdivision dated October 8, 1993 and recorded with the Kendall County Recorder's Office on October 18, 1993 as Document Number 9310926 (herein referred to as the "Declaration"). Section 3 of ARTICLE VI of the Declaration provides that the Developer may modify the Declaration in its sole discretion for a period of five years from the date thereof. The Developer hereby modifies the Declaration as follows:

1. The word "productive" in the second line of Section 5 of ARTICLE IV is hereby deleted and substituted in lieu thereof is the word "production".

2. The following Sections 10, 11 and 12 are added at the end of ARTICLE V:

"SECTION 10. HOMEOWNERS ASSOCIATION'S MAINTENANCE OF NATURAL DRAINAGE WAYS AND SUB-SURFACE DRAINAGE SYSTEMS. Notwithstanding any of the terms or provisions of ARTICLE IV of the Declaration, upon formation of a homeowners association, the homeowners association shall be responsible for all costs and expenses incurred for the repair, replacement and/or maintenance of any installed sub-surface drainage systems located in the Farm Colony 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 a sub-surface drainage system caused by such owner or any invitee, guest, sub-contractor or agent thereof.

SECTION 11. CONVEYANCE OF COMMON AREAS TO HOMEOWNERS ASSOCIATION. Any time after the formation of a homeowners association, Developer shall have the right to convey to the homeowners association, and the homeowners association shall accept, title to all or any portions of lots 62, 63, 64 and 65 then owned by Developer. Upon and after such conveyance(s), the homeowners association shall hold title to the foregoing described property (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 Farm Colony with such property to be used as common grounds for all such lot owners. The Developer retains the continuing right to convey (and the homeowners association shall accept) all or any portion of title to such lots 62, 63, 64 and 65 at any time after the formation of the homeowners association and until such time as all of Developer's right, title

and interest in such lots has as been conveyed to the homeowners association.

SECTION 12. DEVELOPER'S FORMATION OF HOMEOWNERS ASSOCIATION. Notwithstanding the terms and provisions of SECTION I of ARTICLE V, the Developer may at its sole option form a homeowners association at any time as long as it is the owner of any lot in the Farm Colony Subdivision.

In the event of a conflict between the terms and provisions of this Supplemental Declaration and the Declaration, the terms and provisions of this Supplemental Declaration shall prevail.

IN WITNESS WHEREOF, Developer has executed this Supplemental Declaration this 20th day of January, 1994.

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

This instrument prepared by and after recording should be returned to:
H. Dan Bauer, Attorney at Law
c/o The Inland Group, Inc.
2901 Butterfield Road
Oak Brook, IL 60521

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 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 acknowledged that as such Senior Vice President and pursuant to authority given by the corporation, he did execute this document 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 20th day of January, 1994.

Catharine Masters
Notary Public

" OFFICIAL SEAL "
CATHARINE A. MASTERS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 1/29/96

FILED FOR RECORD
KENDALL COUNTY ILL
DOC. # 9401279
10:15 AM
JAN 31 1994
Paul A. Anderson
RECORDER OF DEEDS

Sent by.

9712596 12/09/1997 [illegible]
Paul Anderson, Kendall County, IL Recorder

(1)

DECLARATION OF ADDITIONAL COVENANTS

TO ORIGINAL FARM COLONY SUBDIVISION

AND RE-SUBDIVISION THEREOF

It is hereby agreed between all owners of the Farm Colony Homeowners Association ("FCHA") as well as each individual owner of lots in such subdivision that there shall be a covenant which attaches to their property bound in the future which contains the following restrictions:

1. All ranch style homes will have a minimum square footage of 2,500 feet excluding basement and garage areas and 3,000 square feet for two-story homes or residences excluding basement and garage areas. Any garage that is erected shall be for three cars and attached to the home. No buildings unattached to a home or residence are permitted. All lots have to be one acre in size. If a unit of government requires an open space dedication by Mary and Dale Hiteman or their successors or assigns, there can only be five lots of one acre size per each lot.

2. Construction shall be at a minimum brick, stone, dry-vit, front with cedar siding. No vinyl or aluminum siding is permitted. All construction must be completed within one year of government permit issue. Asphalt or concrete driveways must be completed within six months of final permit being issued by the Kendall

County Zoning Department or Oswego Township Highway Commissioner and landscaping within six months of occupancy.

3. The Building or Homeowner shall post a $10,000 bond or its equivalent to cover road or other damages incurred to other properties during construction with the Farm Colony Homeowners Association with the Oswego Township or Highway Commissioner. Additionally, for each lot the Builder or Homeowner shall pay all costs and expenses of any sewer, water or other installation, charge or fee incurred by FCHA, plus $2,000 as an impact fee for each lot.

4. All attorney's fees incurred by FCHA in connection with this agreement which have not been paid by Dale and Mary Hiteman within thirty days of receipt from FCHA shall become a lien against the property covered by this agreement.

5. All other covenants hereby existing that are not specifically modified by this instrument remain in full force and effect.

6. The above shall be treated as Covenants running with the real property owned by Dale Hiteman and Mary Hiteman, and be binding upon their successors, heirs and assigns.

DATED this 5 day of Dec., 1997.

DALE HITEMAN

MARY HITEMAN

HAROLD B PIEST
NOTARY PUBLIC STATE OF INDIANA
LA PORTE COUNTY
MY COMMISSION EXP. JUNE 14,1999