



Old Farm Lakes

Declaration of Covenants and Restrictions

By-laws of the
Old Farm Lakes Property Owners Association

Supplementary to the
Declaration of Covenants and Restrictions

Old Farm Lakes

Covenants and Restrictions, By-laws, & Supplementary

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Doc. No. APR 17 1987 filed for Record in Recorder's office of McLean County, Ill.
at 1:39 o'clock P M. MAE DEANE Recorder of Deeds

DECLARATION OF COVENANTS AND RESTRICTIONS

OLD FARM LAKES DEVELOPMENT

VERNON P. PRENZLER and KURT U. PRENZLER

DEVELOPERS

DAILY & ASSOCIATES
816 Dennison Drive
Champaign, Illinois 61820

ENGINEERS

PREPARED BY:
Frank Miles
Hayes, Schneider, Hammer, Miles & Cox
202 North Center Street
Bloomington, Illinois 61701
(309) 828-7331

A-1

DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARMS LAKES DEVELOPMENT

THIS DECLARATION is made the 1st day of April, 1987, by Vernon P. Prenzler and Kurt Prenzler individuals with a principal place of business at 712 East Empire, Bloomington, Illinois, hereinafter referred to as "Developers".

WITNESSETH:

WHEREAS Developer owns the real property described in Exhibits A and B, and desires to develop the property to include single family detached, single family attached, condominiums and multi-family dwellings of various types, together with other improvements and amenities, including permanent parks, playgrounds, a lake, open spaces, and other common facilities for the benefit of the people living in the development; and

WHEREAS Developer desires to provide for the preservation of the amenities in said development and for the maintenance of its lakes, parks, playgrounds, open spaces and other common facilities and to this end, desires to subject the real property described in Exhibit A, together with such portions of the property described in Exhibit B as developer elects to add (as provided in Article II) to the covenants, restrictions, easements, charges and liens, set forth in this Declaration, each and all of which is and are hereby declared to be for the benefit of said property and each and every owner of any and all parts thereof; and

WHEREAS Developer deems it advisable, for the efficient preservation of the amenities in said development and value of the property, to create an agency to which shall be delegated and assigned the power and authority to maintain and administer the common properties and facilities and to administer and enforce the covenants and restrictions governing them, and to collect and disburse all assessments and charges necessary for such maintenance, administration, and enforcement, as are hereinafter provided; and

WHEREAS Developer deems it advisable, for the efficient perservation of the amenities in said development, to establish and empower such an agency as a "Master Association", thereby permitting it to act for and on behalf of all lot owners including various condominium unit owners, and other subsidiary unit or property owner associations within the development;

NOW, THEREFORE, Developer declares that the real property described in Exhibit A hereto annexed, and such additions thereto as may hereafter be made pursuant to Article II, is and shall be

held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens (generally herein referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

Definitions

Section 1. Definitions. The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly indicates otherwise) have the following meanings:

(a) "Association" shall mean and refer to Old Farm Lakes Property Owners Association ("OFLPA"), which may be incorporated as an Illinois not for profit corporation. The OFLPA is a master association as defined in the Illinois Condominium Property Act.

(b) The "Properties" shall mean and refer to the Property described in Exhibit A, any part of the property described in Exhibit B that may become subject to this Declaration, and any other property that may become subject to this Declaration under the provisions of Article II which may be referred to as Old Farm Lakes.

(c) "Common Properties" shall mean and refer to those areas of land designated as commons area on any recorded subdivision plat of any part of the Properties, or any property, buildings and facilities otherwise acquired by the Association by purchase, gift, lease or otherwise, to be devoted to the common use and enjoyment of the owners of the Properties. The Common Areas on any lot created by any Condominium Declaration or other covenants of any subsidiary owners association shall not be considered "Common Properties" under this Declaration, but when referred to, may be referred to as common properties of a subsidiary owners' association.

(d) "Condominium" shall mean a form of ownership through which one or more lots and improvements thereon is submitted to the Illinois Condominium Property Act.

(e) "General Area Plan" - Exhibit B to the Annexation Agreement between the developer and City of Bloomington recorded as Document No. 86-18483.

(f) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat of any part of the Properties, with the exception of Common Properties as heretofore defined. Lot shall not mean or refer to any unit in a condominium.

(g) "Living Unit" shall mean and refer to any portion of any building situated upon the Properties designed and intended for use and occupancy as a residence. "Living Unit" shall include, without limiting the term, each apartment in any multi-family structure, each unit in a residential condominium each townhouse located on a single lot as a part of a zero lot line attached development, each zero lot detached structure, and each single family detached structure.

(h) "Member" shall mean every person with an ownership interest in a lot.

(i) "Multi-family Structure" shall mean and refer to any building containing two or more Living Units under one roof, except when each Living Unit is situated upon its own individual lot (i.e. zero lot line attached or townhouse housing).

(j) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(k) "Ownership interest in a lot" shall mean the interest held by any joint owner, tenant in common, joint tenant, co-owner of an undivided interest in a lot, or other person who, in connection with other persons, constitutes an owner, and those with contractual rights in a lot acquired through an Agreement for Deed - Deed in Escrow or comparable escrowed conveyance arrangement.

(l) "Subsidiary Owners Association" shall mean and refer to any condominium association, any lot owners association, any unit owners association, and any group of lot or unit owners acting or obligated by this Declaration to act collectively, whether or not formally incorporated, or otherwise legally constituted, other than OFLPA.

(m) "Zero Lot Line Attached" shall mean and refer to a form of construction and ownership in which one living unit on a lot is attached to one or more other living units on separate lots by one or more common walls (referred to from time to time as "townhouse").

(n) "Zero Lot Line Detached" shall mean and refer to a form of construction and ownership in which a series of living units

are situated on a series of lots with "blank walls" located at or near a lot line, so as to optimize usable open space.

ARTICLE II

Property Subject to This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, leased and occupied subject to this Declaration, is located in the City of Bloomington, County of McLean and State of Illinois, and is more particularly described at length in Exhibit A to this Declaration. All of the real property described in said Exhibit A is referred to as the "Existing Property".

Section 2. Property Described in Exhibit B. The Developer, its successors and assigns, shall have the right, without the further consent of the Association or any other owner to bring within the scheme and operation of this Declaration, additional properties, provided, however:

(a) Such additions shall be limited to the property described in the Annexation Agreement between the Developer and City of Bloomington, recorded as Document No. 86-18483; which property is also legally described in Exhibit B and is depicted on the General Area Plan.

(b) That any additions shall, prospectively, become subject to assessment for their just share of the Association's expenses.

Except to the extent the developer is obligated to the City of Bloomington through the annexation agreement, the General Area Plan shall not bind the Developer, its successors and assigns, to adhere to the Plan in any development of the property depicted thereon. It is also understood that the Developer is free to develop such portions or sections of the lands depicted in the General Area Plan as, in the reasonable exercise of its discretion, it deems in the best interest of the entire development, without regard to the relative location of such portions or sections within the overall plan; that it is not required to follow any predetermined sequence or order of improvement and development; and that it may bring within the scheme of this Declaration additional lands, and develop the same before completing the development of the Existing Property.

Section 3. Other Additions. Upon prior approval in writing of the Association, pursuant to authorization of two-thirds of the

votes of its members, voting as provided in Section 3 of Article III hereof, the owner of any property not declared in Exhibit A or B who desires to add such property to the scheme of this Declaration, may file of record a Supplementary Declaration of Covenants and Restrictions as described in Section 4 of this Article II.

Section 4. Amended Declaration. The additions authorized under this Declaration shall be made by filing of record in the Office of the McLean County Recorder of Deeds a Supplementary Declaration of Covenants and Restrictions with respect to such additional property which shall extend the operation and effect of the Covenants and Restrictions of this Declaration to such additional property and which shall incorporate a revised vote allocation schedule.

Any such Supplemental Declaration may contain such complementary additions and modifications of the Covenants and Restrictions contained in this Declaration as may be necessary or convenient, in the judgment of the Association's Board of Managers/Directors, to reflect and adapt to any difference in character of the added properties, and as are not inconsistent with the scheme of this Declaration.

Section 5. Mergers, Combinations or Consolidations. Upon merger, combination or consolidation of the Association with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the properties of the Association pursuant to a merger, combination or consolidation. The surviving or consolidated association may administer the Covenants and Restrictions established by this Declaration within the Property, together with the covenants and restrictions established upon any other properties as one scheme. No such merger, combination or consolidation, however, shall effect any revocation or change of, or addition to the Covenants and Restrictions established by this Declaration within the Property, except as herein provided.

ARTICLE III

Membership and Voting Rights in the Association

Section 1. Membership. Every person with an ownership interest in a lot automatically and without further action, shall be a Member of the Association.

Section 2. Associate Membership. Every person who is entitled to possession and occupancy of any Lot or Living Unit as

DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

A-5a
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ARTICLE III
Membership and Voting Rights in the Association

Section 6. Voting Rights and Vote Allocation Schedule. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot (as defined in Item (f) of Section 1 of Article I) held in fee simple: one vote per lot. When more than one person holds the fee simple title to any lot, such as under the condominium form of ownership, tenants by the entirety, joint tenants or tenants in common, the vote for such lot shall be exercised in accordance with that person's percent of ownership of the common elements, as established by the Condominium Declaration or other covenants establishing the co-ownership, or as the co-owners among themselves determine, but in no event shall more than one vote per lot be cast.

Section 3 and Section 4 of Article III is hereby revoked and amended by this Section 6.

January 28, 1998

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RUTH WEBER, Recorder
McLean County, IL

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a tenant or lessee of a Member, may be an Associate Member of the Association and as such, shall be privileged to use its Common Properties and facilities, subject to the Rules and Regulations of the Association.

Section 3. Voting Rights. Members of the Association shall be entitled to vote in person or by proxy as follows: for each lot (as defined in Item (f) of Section 1 of Article I) held in fee simple: one vote for each 100 square feet of lot area, rounded to the nearest 100. When more than one person holds the fee simple title to any lot, such as under the condominium form of ownership, tenants by the entirety, joint tenants or tenants in common, the vote for such lot shall be exercised in accordance with that person's percent of ownership of the common elements, as established by the Condominium Declaration or other covenants establishing the co-ownership, or as the co-owners among themselves determine, but in no event shall more than one vote per 100 square feet of lot area be cast.

Section 4. Vote Allocation Schedule. For the purpose of computing the total number of votes in the Association, and the number of votes associated with the ownership of any lot, the developer and all owners agree to be bound by the vote allocation schedule attached to this Declaration as Exhibit C, as that schedule is amended and revised from time to time, pursuant to the recording of supplementary Declaration of Covenants and Restrictions, pursuant to Article II of this Declaration.

Section 5. By-Laws. The Association shall have and possess all powers necessary to carry out the responsibilities of the Association set forth in this Declaration and shall operate through an elected Board of Managers/Directors pursuant to this Declaration and the By-laws set forth as Exhibit D.

ARTICLE IV

Property Rights in the Common Properties

Section 1. Member's Easement of Enjoyment. Subject to the provisions of this Declaration and the rules and regulations of the Association, every Member shall have a right and easement of enjoyment in and to the Common Properties and such easement shall be appurtenant to and shall pass with the title to every Lot or interest therein.

Section 2. Title to Common Properties. The Developer may retain the legal title to the Common Properties until such time as it has completed initial improvements thereon and until such time as, in the judgment of the Developer, the Association is able to maintain the same. The Developer, however, notwithstanding any

provision herein, hereby covenants for itself, its successors and assigns, that it shall convey to the Association the Common Properties designated on any recorded final subdivision plat not later than the seventh anniversary of the date of the recording of such plat, or seven years from the date of this Declaration, whichever is later.

Section 3. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, or for any period during which any infraction of its rules and regulations continues, or as punishment for prior infractions, it being understood that any suspension for either non-payment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the Member or Member's obligation to pay the assessment and be bound by the Association's Rules and Regulations; and

(b) The right of the Association to charge admission and other fees for the use of the Common Properties and/or any facilities therein; and

(c) The right of the Association to dedicate or transfer all or any part of the Common Properties to any municipal, county, State, Federal or other public or quasi-public agency, authority or utility for such purposes and subject to such conditions as may be determined by the Association, provided that no such dedication or transfer of all or substantially all of the common elements shall become effective unless such dedication, transfer and determination as to purpose and conditions thereof shall be authorized by the vote in person or by proxy of two thirds of the votes cast at a duly called meeting. A true copy of such resolution, together with a certificate of the result of the vote taken thereon shall be made and acknowledged by the Association and such certificate shall be annexed to any instrument of dedication or transfer affecting the Common Properties, prior to the recording thereof in the Office of the McLean County Recorder of Deeds. Such certificate shall be conclusive evidence of authorization by the membership.

ARTICLE V

Covenant for Common Maintenance and Capital Improvement Assessments.

Section 1. Creation of the Lien and Personal Obligation of Assessments. By acquiring an ownership interest in any lot in

Old Farm Lakes, each purchaser or grantee and his, her or its heirs, executors, administrators, successors and assigns agree to pay to the Association: (1) Annual Assessments; (2) Special Assessments; and (3) the annual and special assessments of any subsidiary owners association. Each such person shall be deemed to have consented to make such payments and to have agreed to all the terms and provisions of this Declaration, whether or not a mention of such a provision was included in the contract, deed or other instrument by which he, she or it acquired title. The annual and special assessments of the association and of any subsidiary owners association, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and shall constitute a continuing lien upon the land, lot and living unit against which each assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or persons or entity who held such ownership interest at the time when the assessment fell due. In the case of co-ownership of a lot or living unit, all of such co-owners of the lot or living unit shall be jointly and severally liable.

Section 2. Purpose of Assessments.

A. The Annual Assessments levied by the Association shall be used to promote the health, safety, pleasure and welfare of the owners of lots; to pay costs and expenses incident to the operation of the Association, including without limitation, the maintenance and repair of facilities located in the land and other common properties, to provide services furnished by the Association, such as lawn care and snow removal on the common areas and to pay for the repair and replacement of improvements on the Common Properties, to pay all taxes and insurance premiums on or for the Common Properties, and all other costs and expenses incidental to the operation and administration of the Association and its facilities.

B. The Special Assessments shall be used to pay the cost of capital improvements or extraordinary maintenance, repair or replacement on or of the Common Areas and all expenses incidental thereto.

C. The annual dues, fees and assessment of the subsidiary owners' association may be used to pay for recurring annual expenses of the subsidiary owners' association, including without limitation, lawn care and snow removal on the lots, proportionate share of liability and casualty insurance, and utilities metered and billed to the subsidiary owners' association. The annual assessment is also used to establish reserves for the maintenance, repair and replacement of the common properties of any subsidiary owners' association, including without limitation, reserves to

fund repainting or restaining; reserves to provide for major capital replacement expenditures, e.g. replacement of building utility service lines, roof, parking lot or other major capital expenditures.

D. The special assessments of any subsidiary owners' association shall be used to pay for capital improvements authorized by the subsidiary owners' association or to provide funds to supplement the reserves established by annual assessments of the subsidiary owners' association.

E. Prior to the conveyance of the Common Property to the Association, all annual assessments and special assessments of the Association and all dues, fees and assessments, including special assessments of any Subsidiary Owners' Association, shall be established, levied, collected and spent by the developer.

Section 3. Budget Preparation.

A. The Association's Role:

1. Annually, the Managers/Directors of the Association shall prepare a budget showing the proposed receipts and expenditures for the next fiscal year. The budget shall include:

- (a) The annual assessment of the Association by living unit, which until 1/1/89 shall not exceed \$100.00/year/living unit.
- (b) Any special assessments of the Association by living unit or by lot and if by lot, with a per living unit breakdown.
- (c) The minimum annual assessment required by each subsidiary owners' association by living unit or by lot and if by lot, with a per living unit breakdown, which minimum shall be in an amount estimated by the Association's Board to be sufficient to pay for insurance purchased by the Association, insuring buildings or property of the subsidiary owners' association or members thereof; to establish reserves; to fund periodic maintenance, repair or replacement of the common properties of the subsidiary owners' association, and sums necessary to pay for lawn care and snow removal on the lot or lots of the subsidiary owners' association.
- (d) Any additional amounts required by a subsidiary owners' association;

which assessments shall be payable monthly, with right of prepayment.

2. The annual budget shall be prepared and distributed to the owner of each living unit not less than 30 days prior to the date of its adoption.

3. The Association Board shall give at least 10, but not more than 30, days written notice of any Association Board meeting at which the proposed annual budget is to be adopted, increased, or new assessment established.

4. Annually, after the close of the Association's fiscal year, the Association Board shall supply the owner of each living unit an itemized accounting of the preceding year's receipts and disbursements, showing a tabulation of the amounts collected by account, excess or deficit in each account, and the amount of reserves on hand by account.

B. Role of the Subsidiary Owners' Association

1. Annually, not less than 30 days prior to the start of a fiscal year, the subsidiary owners' association shall determine the amount of any annual assessment (in excess of the minimum annual assessment required of the subsidiary owners' association by OFLPA) necessary to acquire services it desires (including specialized services purchased from OFLPA) and any special assessments.

2. The subsidiary owners' association shall establish its budget in the manner prescribed in the Declaration or Covenants creating and empowering it or in the absence of any such direction or guidance, in the same manner as set forth in this Declaration for OFLPA.

3. When established, the assessments of the subsidiary owners' association shall be billed by OFLPA, collected by the subsidiary owners' association or OFLPA on its behalf, and paid over to OFLPA for investment and disbursement.

Section 4. Period for Which Annual Assessments are Made. The period for which Annual Assessments of the Association and all subsidiary owners' associations are made shall be the twelve-month period extending from January 1 through the next succeeding December 31. The period for the first Annual Assessment shall begin January 1, 1988.

Each Annual Assessment shall become due upon, and payable on or before the first day of February following the commencement of such Annual Assessment period.

Prepared By And Return to

Randy Stege

3409 Fountain Lake Dr.

Bloomington, IL 61704

Doc ID: 004241220001 Type: OFF
Recorded: 03/05/2004 at 01:47:43 PM
Fee Amt: \$18.00 Page 1 of 1
McLean County, IL
Ruth Weber Recorder
File **2004-00007093**

A-10 a

ADD to Article V., Section 3, A., 1., NEW (e)
(between pages 10 and 11)



The OFLPOA Board must give special notice to all OFLPOA Members 30 days prior to the Annual Meeting notifying them of any proposed "NON-MAINTENANCE" in excess of \$1,000 for the upcoming budget year. Such expenses cannot be budgeted for or spent until approval is given via a vote of the majority of homeowners at the Annual Meeting. "NON MAINTENANCE EXPENCES" are expenses that are not approved to keep up the existing common properties of the OFLPOA.

Amendment to Doc Number 87 7405

Randy Stege, President of the Board of Directors
Old Farm Lakes Property Owners Association

Section 5. List of Assessments, Notice of Assessment, Certificate as to Payment. The Board of Directors of the Association with respect to the Association and each subsidiary owners' association (or association on their behalf) with respect to their assessments, shall cause to be prepared, at least thirty (30) days in advance of the due date of each assessment, a list of the properties and all assessments applicable thereto, in alphabetical order, according to the names of the Owners thereof, which list shall be kept in the office of the Association and shall be open to inspection, upon request, by any Owner of a lot or owner of an interest therein.

The Association shall, upon the request of any Owner liable for an assessment or of the mortgagee of the Owner's premises, furnish to such Owner or mortgagee a certificate in writing, signed by an officer of the Association, setting forth whether or not such assessment has been paid. Such certificate shall constitute conclusive evidence of the payment of any assessments therein stated to have been paid.

Section 6. Effect of Non-Payment of Assessment. If the assessments are not paid promptly on the due date thereof, then such assessment shall become delinquent automatically and shall, together with interest thereon and costs of collection thereof as hereinafter provided, become a continuing lien on the property against which it is levied, which lien shall bind such property in the hands of the then Owner, his, her or its heirs, executors, devisees, personal representatives, successors and assigns. The personal obligation of the then Owner to pay such assessment, however, shall remain his, her, their or its personal obligation and shall not be a personal obligation of his, her, their or its successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the due date, the assessment, together with interest thereon at the rate of twenty percent (20%) per annum may be enforced and collected by the Association with respect to Association charges and by each subsidiary owner association, or association on their behalf, with respect to the charges of any subsidiary owners association, by the institution of an action at law against the Owner or Owners personally obligated to pay the same, or by an action to foreclose the lien against the property, and there shall be added to the amount of such assessment and interest, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include, in addition to the assessment, interest, court costs, and attorney's fees.

Section 7. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charge,

and lien created herein: (a) all Common Properties as defined in Section 1 of Article I hereof and (b) all properties owned by the Developer.

ARTICLE VI

Architectural Control Committee

Section 1. Creation. The developer shall create an Architectural Control Committee consisting of three members appointed by the Developer.

Section 2. Vacancies. Vacancies in the Architectural Control Committee shall be filled by the Developer. When the Developer no longer owns any of the properties, the Architectural Control Committee shall become self perpetuating, with vacancies filled by the remaining members. The Architectural Control Committee may act through a designated agent, which designation may be made and revoked by written instrument, placed of record in the office of the McLean County Recorder of Deeds.

Section 3. Review and Approval of Members' Plans and Specifications for Additions, Alterations or Changes to Structures.

A. No building, dwelling, wall, fence, swimming pool, sidewalk, drive, tent, awning, sculpture, pole, hedge, tree, bush, shrub, mass planting or other structure or excavation shall be commenced, erected, planted on, or removed from the Properties, nor shall any exterior addition to any such existing structure or change or alteration thereof, including painting or staining, be made until the plans and specifications therefor showing the nature, species, kind, shape, height, color, materials and location of the same, with accurate reference to lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control Committee as to insure the harmony and compatability of its external design and location, with the surrounding structures and topography.

B. In approving or disapproving a Member's proposal, the Architectural Control Committee shall consider:

(1) The extent to which the proposal conforms to the Annexation Agreement;

(2) The extent to which the proposal conforms with this Declaration;

(3) The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby properties.

(4) The extent to which the proposal is consistent with and enhances the overall quality of the Old Farm Lakes development.

In the event the Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or in any event, if no suit or other proceeding to enjoin or prevent the structure, addition, alteration or change has been commenced within thirty (30) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration or change.

C. The Architectural Control Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the Committee on such approval.

D. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Committee or any agent of the Committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the development or any improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

E. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither said Committee nor any member thereof, nor the Association, nor any subsidiary owners association, nor the developer, nor the present owner of said real estate shall be in any way responsible or liable for any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the Association, or any subsidiary owners' association, or the present owner or developer of the properties.

F. Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel in the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

G. The provisions of this Section shall not apply to the Developer in the building of new structures (whether single family dwellings, condominiums, town houses, multi-family structures, living units, or other structures) on lots owned by the Developer.

ARTICLE VII

Exterior Maintenance

Section 1. The Common Properties. The Association shall provide for the care and maintenance of the Common Properties from annual and special assessments levied and collected by the Association pursuant to Article V. Care and maintenance of the Common Properties shall include without limitation the following:

- (a) Lawn care on the Common Properties;
- (b) Snow removal on walks in the Common Properties;
- (c) Maintenance and repair of the lakes;
- (d) Insect control;
- (e) Fish restocking;
- (f) Landscaping maintenance and replacement on the Common Properties;
- (g) The payment of real estate taxes and special assessments on the Common Properties, if any;
- (h) Casualty and liability insurance on the Common Properties;
- (i) Utility fees and charges to the Association;
- (j) Management fees and charges.
- (k) The care and maintenance of the lakes, berms, entrance decorations, entrance signing, entrance lighting, windmill and all plantings and landscaping appurtenant thereto. To that purpose, the owner reserves an easement permitting the Association the right to perform such maintenance and repair and restricting subsequent owners' rights to alter or remove such berm, wall, signage, lighting, landscaping, or other amenities. The legal description of the extent of that easement and restriction is as follows:

- 1) Side and rear yards of Lot 5-11 as follows:

a) Sight Line Obstructions: No fence, wall, hedge, or shrub planting which obstructs sight lines shall be placed or permitted to remain within the required rear or side yard for lots 5 thru 11. No tree shall be permitted to remain within the required side or rear yard on lots 5 thru 11 unless the foliage line is maintained at a sufficient height to prevent obstruction of such lines. No fence, wall, hedge, tree, or shrub planting shall be permitted without the approval of the architectural review committee.

b) Landscape Easement: An easement is hereby reserved for the developer of Old Farm Lakes No. 1 for establishing landscaping improvements within the required rear yard for lots 5 thru 11. Landscaping improvements located on said lots 5 thru 11 shall be permitted to remain by the owners of lots 5 thru 11 and a perpetual easement is hereby established for the developer or the Old Farm Lakes Homeowners Association for ingress and egress to maintain said landscape improvements.

2) Others - none except as otherwise provided.

Section 2. The Lots. Care and maintenance of the lots (except as otherwise specifically provided) shall be the responsibility of the owners thereof, acting individually, through subsidiary owners' associations, or by purchase of services from the Association.

Section 3. Privately Owned Improvements. Responsibility for insuring, maintaining, repairing and replacing all buildings and structures not comprising a part of the common properties other than zero lot line detached shall belong to the subsidiary owners' association and respective members thereof, who shall levy and collect not less than the minimum amounts established by the Association for such purposes. The Association shall purchase such insurance and provide for such care, maintenance, repair and replacement (directly or through approved private contractors) solely from fees levied and collected from and by the subsidiary owners' association or its members and paid over to the Association for investment and disbursement. Responsibility for insuring and maintaining zero lot line detached housing shall belong to the owner thereof, who may purchase such services from the Association.

Section 4. Necessary Exterior Repairs by Association Occasioned by Member's Neglect. Every Owner of a lot, or interest therein, by the acceptance of a deed for the same, or by acceptance of title as devisee or heir, covenants that he, she or it will not permit the lot, condominium living unit or any improvements (including but not limited to the buildings, structures, grass, shrubs, trees, driveways, walks and fences)

thereon to be maintained in other than good repair and in a safe, neat and attractive condition. In the event any such owner shall fail to so maintain his lot, condominium living unit or other improvement thereon and such neglect, in the judgment of the Board of Managers/Directors of the Association, shall result in a condition of unsightliness tending to adversely affect the value or enjoyment of neighboring properties, or should constitute a hazard to persons or property, the Board of Managers/Directors of the Association, or the Architectural Control Committee or an subsidiary owners' association may give notice of such conditions to the Owner of the lot or condominium living unit, demanding that such condition be abated within seven (7) days from the date the notice is sent. If the Owner of the lot, interest therein or condominium living unit does not rectify the condition at the end of such period, the Association, Committee or subsidiary owners' association may cause such work to be performed as is necessary to rectify the condition. The cost of such work shall be assessed against the lot or condominium living unit upon which the services are performed and shall be added to and become a part of the annual maintenance assessment or charge to which such lot or condominium living unit is subject under Article V hereof, and as part of such assessment or charge, it shall be a lien and obligation of the Owner in all respects as provided in Article V hereof, except that payment for any work performed pursuant to this Section shall be due upon presentation to the Owner, either in person or by regular mail, of the invoice therefor such fee shall not be limited by the Article VII Section 1(a) limitation. Default in prompt and full payment within ten (10) days from the date the invoice is sent to the Member, shall entitle the Association, Committee or subsidiary owners' association to twenty percent (20%) interest on the amount due from the date of the invoice, which interest shall also constitute a lien upon the lot or condominium living unit and personal obligation to the Owner thereof, which may be collected as other delinquent assessments.

Section 5. Access to the Association at Reasonable Hours.
For the purpose of performing either any exterior maintenance requested by the lot owner under Section 2 of this Article, or of performing after expiration of the notice period required in Section 4 hereof, the necessary exterior work as provided in said Section 4 of this Article, the Association, Committee and subsidiary owners' association, through their authorized agents, servants, employees, or contractors, shall have the right to enter upon any lot, and enter any living unit within the Properties at reasonable times.

ARTICLE VIII

Miscellaneous Services Authorized

Section 1. Services which may be Performed at the Option of the Association - Procedure. The Developer shall have the right to make such improvements and provide such facilities in the Common Properties as it considers to be advantageous to the Properties and to the Owners of lots and condominium living units within the properties, and the Association shall be obligated to accept such improvements and facilities and to properly maintain the same at its expense. The Association, at its expense, also shall maintain and carry on the services instituted, from time to time, by the Developer for the benefit of the Properties and the Owners of lots and condominium living units therein. The Association may furnish such services as the Board of Directors of the Association from time to time by resolution may determine, which may include the following:

(a) To provide for the collection and removal of refuse, rubbish and garbage to each lot or condominium unit owner;

(b) To provide for the removal of snow, ice, leaves and debris from streets and/or sidewalks, parking areas and other public or quasi-public places;

(c) To provide for the repair, maintenance, replacement, or enhancement of ornamental features or amenities beneficial to or providing aesthetic pleasure and enjoyment to the Members generally;

(d) To provide bookkeeping, accounting, billing and collection services for any subsidiary owners association beyond that customary, as set forth in this Declaration;

(e) To maintain and operate, lights and lighting fixtures along the public streets, parks, parking areas, parkways, pedestrian ways, gateways and entrances, and at such other public and quasi-public places where lighting may be deemed advisable by the Association, and not provided by the City;

(f) To maintain and, where necessary, (subject to the approval of governmental officials, where required), provide signs for marking streets, giving directions, or warning of safety hazards;

(g) To employ and compensate qualified personnel for the purpose of providing such services as the Association or its Board may deem necessary or desirable;

(h) To provide and maintain shelters at convenient locations for school children and other persons awaiting bus transportation;

(i) To otherwise provide, equip, maintain and operate the Common Properties to which the Association has or hereafter obtains title or of which the Association now or hereafter may have possession or custody and control as lessee, by easement or otherwise;

ARTICLE IX

Covenants and Use Restrictions Applicable to all Properties

Except as otherwise specifically provided in Article X with respect to Zero lot line attached living units or Article XI with respect to Zero lot line detached living units the covenants and restrictions set forth in this Article shall apply to all properties:

A. Plan Review. No building, dwelling, wall, fence, swimming pool, sidewalk, drive, tent, awnings, sculpture, pole, hedge, tree, bush, shrub, mass planting or other structure or excavation shall be commenced, erected, planted on or removed from the properties nor shall any exterior addition to any such existing structure be changed or altered including painting or staining until the plans and specifications therefore showing the nature, species, kind, shape, height, color and materials and location of same with accurate references to lot lines and showing proposed grading, draining and method of soil control or so much of that information as the architectural control committee deems relevant, shall have been submitted to and approved in writing by the architectural committee.

B. Living Unit Quality and Size. It is the intent and purpose of these covenants that living units shall be of good quality and workmanship and that all materials substantially the same or better than those which can be produced on the date these covenants are recorded. The minimum permitted living unit size being as follows:

	<u>Lots 1-3 & 19-65</u>	<u>Lots 4-18</u>
Ranch Style (Sq. ft. on 1 level)	1400	1400
Split level (main level)	1300	1300
Tri-level (Sq. ft on top 2 floors)	1300	1400
Two-story (Sq. ft. on 2 floors)	1650	1900
Cape Cod - Story and 1/2 (Sq. ft on main floor)	1100	1200

Other plans

As approved by the architectural
control committee

C. Construction Materials. New building materials shall be used in construction. No modular construction shall be allowed. However, precut and preassembled components may be used. The extent of precut and/or preassembled components permissible under these covenants include only roof trusses, without roofing material attached, wall components without exterior or interior siding attached and without electrical or plumbing in place or as otherwise permitted in advance by the Architectural Review Committee.

D. Garages. Each living unit must be improved with not less than a two car nor more than a three car garage attached to the living unit. Each garage shall have a paved driveway from the street.

E. Construction Time Requirement. Lot purchasers specifically agree that if they have not started construction of the living unit on the lot contracted for within two years from the date of said contract then in such event developer is given the exclusive right and option to repurchase said lot at the price paid developer free and clear of any and all liens and encumbrances due to the action of the purchasers. In the event of such repurchase, taxes shall be prorated to the date of repurchase. This provision is set forth to help speed the development of the overall project and buyers acknowledge and agree to comply with the same. Construction of living units on lots must be completed within one year after commencement.

F. Temporary Structures. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be constructed on any lot at any time.

G. Building Location. All structure shall be erected, altered, placed or permitted to remain only in accordance with Chapter 44 of the Bloomington City Code except as specifically provided in the annexation agreement approved by the Bloomington City Council recorded as Document No. 86-18483.

H. Sidewalks, Curb and Gutter Damage. The owner of such lot agrees to be responsible for the condition of the sidewalk, curb and gutter immediately adjacent to such lot. In the event the same is broken or in any way damaged the owner agrees to assume responsibility for and pay the actual costs, repair or replacement. The lot owner agrees to complete such

repairs within 90 days following written notices by the developer or the City of Bloomington of such damage.

I. Set Backs. Minimum building set back lines shall be as shown on the final subdivision plat or plats of the development and in accordance with the Bloomington City Code.

J. Grade Elevation Control. No structure shall be placed on any lot until the location of the structure, topography and finished grade have been approved by the architectural control committee. All grade elevation shall follow the grading plan approved by the City of Bloomington. Lot owners agree to assume any responsibility for manhole variations that might be required as a result of lot owners grading and to make such adjustments and pay the actual costs thereof within 90 days following written notice from the developer or City.

K. Use of Top Soil. No owner shall permit a person, firm or corporation to strip, excavate or otherwise remove top soil for sale or for use other than on the premises from which the same shall be taken except in connection with the construction or alteration of a building on such premises and excavating or grading incidental thereto. Even this excess shall stay in the development if the architectural control committee determines that it is needed for fill or on other portions of the property.

L. Landscaping. All lots must be sodded in front and sodded or seeded on side or rear yards within 30 days from occupancy weather permitting. One shade and one flowering tree shall be planted in the front yard within 30 days from occupancy. The size, type and location to be approved in advance by the Architectural Review Committee.

M. Fences and Walls. No boundary fence shall be built more than 4 1/2 feet in height from the ground. No fence or wall (except split rail fences) shall be erected, placed or altered on any lot nearer any street than the minimum setback line. Any boundary fence constructed upon the premises must be a minimum of 6 inches inside the property line of the lot owned by the party constructing the fence.

N. Footing Tile Requirements. Footing tile systems shall be installed off the footings so that the bottom of the inside diameter is a minimum of 1/2 inch below the top of the footings. No footing tile or downspout shall be connected to the sanitary sewer system. No surface water shall be allowed in the footing tile drainage system except upon written approval of the architectural control committee. Footing tiles may be connected to plastic pipe drainage systems as approved by the City of Bloomington. All sump pumps must be connected to plastic tile drainage systems.

O. Signs. No billboard or advertising signs whether on separate structures or on buildings shall be located except those permitted by City ordinance and the usual contract or real estate and promotion signs of the developer.

P. Mailbox. Developer will provide and install a mailbox and name plate at a reasonable price which each purchaser agrees to purchase and maintain.

Q. Parking. Automobile parking spaces shall be provided and maintained at the ratio of 2 off street parking spaces per living unit. No trailers, trucks, recreational vehicles, boats or other motor vehicles except passenger cars shall be parked on the streets of this development overnight for more than one night. No trailers, trucks, recreational vehicles, snowmobiles or other motor vehicles except passenger cars shall be parked on any lot in this development for more than 24 hours unless said boat, trailer, truck, recreational vehicle or other motor vehicle is parked in a garage or other suitable shelter.

R. Recreational Facilities. The installation of any recreational facility such as a swimming pool, tennis court, etc. requires prior written approval of the architectural control committee. No pools above ground level will be permitted under any circumstances.

S. Pets. No pets shall be kept in exterior pens or cages and only common household pets shall be allowed. No commercial or barnyard animals shall be permitted.

T. Trash. Trash, garbage, paper and other wastes shall not be burned on the premises outside of any living unit.

U. Intoxicating Liquor. No intoxicating liquor shall be sold on the premises nor shall there be any other commercial use permitted on any lot.

V. The obligations of this Article IX shall not be binding or obligate the developer.

ARTICLE X

Covenants and Use Restrictions Applicable to Lots Improved with Zero Lot Line Attached Housing

1. General. The covenants and use restrictions set forth in this Article shall be applicable to any lot constituting a part of the properties proposed, used or developed as a site for zero lot line attached housing.

2. Definitions. For the purposes of this Article, the following definitions shall apply:

A. A dwelling parcel is defined as any lot on which a Zero lot line attached living unit is proposed or erected.

B. A dwelling structure refers respectively to each entire building constructed as a Zero lot line attached living unit townhouse structure containing two or more living units and located upon two or more lots.

C. A living unit refers to that part of each dwelling structure located upon a lot.

3. Easements.

A. For Utilities. The lots subject to the Article shall:

1. Be subject to utility easements of record;

2. Be subject to utility easements unless otherwise specified, 10 feet in width from each dwelling structure, across each lot, to the public right of way. The same being centered on the utility as initially installed and inuring to the benefit of the City of Bloomington, utility company involved, association, applicable subsidiary owners' association, and other owners of living units on the respective dwelling parcel (or parcels) over which the utility easement extends.

3. Be subject to an easement, unless otherwise specified, 10 feet in width extending from the easement(s) described in paragraph 3A2 of this Article beneath the dwelling structure to each living unit, the same being centered in the utility as initially installed and inuring to the benefit of the City of Bloomington, utility company involved, association, applicable subsidiary owners' association and other owners of living units on the respective dwelling parcel (or parcels) over which the utility easement extends.

4. The owner of any utility utilizing or any other person utilizing the easements granted hereby shall exercise ordinary care in the performance of installation, maintenance and repair and shall restore any damage to landscape or improvements to substantially the same condition as existed on the original date of occupancy.

B. For Encroachments:

In the event that by reason of the construction, settlement or shifting of the buildings, or the design and/or construction of any living units, any part thereof encroaches or shall thereafter encroach upon any part of any other living unit or Lot, or if by reason of the ducts or conduits serving more than one living unit encroach or shall thereafter encroach upon any part of any other living unit or Lot, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building containing the same remains standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit if such encroachment occurs as a result of the willful conduct of said owner. Easements shall be declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a unit, whether or not such walls lie in whole or in part within the unit boundaries of lot lines.

4. Use and Occupancy Restrictions:

A. Development Standards. All development on Zero Lot Line Attached Lots shall be pursuant to the City of Bloomington Zoning and Subdivision Code, except as otherwise provided in said Annexation Agreement.

B. Interior Maintenance and Repair. The owner of each living unit shall be responsible for the maintenance and/or repair of all of his or her living unit that is not specifically designated as a collective responsibility of the owners of the building structure. By way of example, and not limitation, all interior maintenance shall be the sole responsibility of the dwelling unit owner.

C. Exterior Appearance. The owner of an individual dwelling unit shall not change the exterior appearance of his unit except with the prior approval of the majority of the dwelling unit owners in his particular dwelling structure, and the Architectural Control Committee and in that event, with the work performed by the Association or contractor approved by the Association as an expense of the subsidiary owner association or its members from funds assessed to and collected from it or them.

D. Lawn Care. Basic lawn maintenance and snow removal shall be the responsibility of the lot owner. Such work may be done individually by the lot owner, collectively by the subsidiary owners' association and/or by purchase of services from OFLPA.

5. Party Walls. All dividing walls which straddle any boundary line between lots and which stand partly upon one lot and partly upon another and all walls which serve two or more living units shall at all times be considered party walls, and each of the owners of lots upon which any such party wall shall stand, shall have the right to use said party wall below and above the surface of the ground and along the whole length of any part of the length thereof for the support of said dwelling unit and for the support of any building or structures constructed to replace the same, and shall have the right to maintain or replace in or on said wall any pipes, ducts, or conduits originally located thereon, subject to the restrictions herein contained, to-wit:

A. No owner nor any successor in interest shall have the right to extend said party wall in any manner either in length, height or thickness.

B. No owner shall do anything to disturb the right of any other owner to use such party wall.

C. In the event of damage or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any dwelling unit which abuts on such party wall shall have the right to repair or rebuild such wall and the owner of each dwelling unit which abuts on such party wall shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time in a workmanlike manner, with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall, unless the Architectural Control Committee authorizes otherwise.

D. The foregoing provisions of this article notwithstanding, the owner of any living unit or other interested party shall retain the right to receive a larger contribution from another or others under any rule of law regarding liability for negligent or willful acts or omissions.

6. Obligation to Rebuild.

A. In the event of damage or destruction by fire or other casualty of any living unit or any portion thereof, the owner or owners from time to time of any such living unit or units covenant to and shall, within a reasonable time after such damage or destruction, repair or rebuild the same in a workmanlike manner with materials comparable to those used in the original structure and in strict conformity with all laws or ordinances regulating the construction of buildings in force at the time of repair or reconstruction. The exterior of such living units, when rebuilt, shall be substantially similar to and of architectural design in conformity with the exterior of the living unit(s) which remain standing as a part of such dwelling structure and are not required to be rebuilt and plans for such shall be subject to the review and approval of the Architectural Control Committee. In the event of the total or substantial destruction of all the living units in a dwelling structure, the architectural design of the exterior of the building structures to be rebuilt and the materials to be used shall be subject to approval of the Architectural Control Committee.

B. In the event that any owner shall fail, after a reasonable time, after the damage or destruction referred to in subparagraph 6A of this Article, to perform the necessary repair or rebuilding, the Association, the applicable subsidiary owners' association, the owner(s) of the remainder of the dwelling structure or any unit owner therein shall, in the manner described in this covenant, be permitted to cause such repair or rebuilding to be done by such firm, laborers, or materialmen as approved by the Association. The entity performing the work shall have a continuing lien on that living unit and lot and on which any such repairs or rebuilding are caused to be made or done in the aggregate amount of:

(1). The cost of such repairs or rebuilding;

(2). Interest at the prime rate of the Champion Federal Savings & Loan Association as in effect from time to time from the date of payment of such costs; and

(3). Reasonable attorneys fees and any court costs or other expenses or charges incurred in connection therewith.

Which lien shall bind the owner of the repaired or rebuilt unit, his heirs, devisees, personal representatives, grantees and assigns. Further, in the event such owner does not make prompt payment in the full amount of such claim, the owner(s) so repairing or rebuilding shall have the right to foreclose such lien as permitted by Illinois law. The lien of such entity described in this subsection shall be subordinate to the lien of any prior trust deed, mortgage, or mortgages now or hereafter placed upon the dwelling parcel prior to such repair or rebuilding.

7. Common Obligations and Expenses. The owners of all living units in a dwelling structure shall have the following obligations:

A. Utility Maintenance Responsibility.

(1) Water A separate private water service shall be provided and maintained from a public main to each living unit. Maintenance responsibility shall be the living unit owner's.

(2) Sanitary Sewer/Wastewater Pipe.

(a) Within any living unit - maintenance responsibility shall be the living unit owner's.

(b) Outside any living unit to the public sanitary sewer, the maintenance responsibility shall be the joint obligation of the owners of all the living units in a dwelling structure.

(3) Others. As established at the time of initial installation or as the owners of all the living units in a dwelling structure agree.

B. Insurance. Every living unit owner shall, together with the other unit owners in a dwelling structure, mutually agree to pay for insurance insuring the dwelling structure for the full insurable replacement cost thereof against loss by fire and other casualty. This policy may be a blanket policy purchased by the Association from fees and assessments levied and collected by the Association and subsidiary owners' association, including the owners of each living unit in a dwelling structure. All of the owners and their respective mortgagees shall be named as insureds under the policy. In the event of the failure or refusal of any unit owner to pay his share of such cost, the owner(s) of the remaining living unit(s) in such dwelling structure and applicable subsidiary owners' association may pay the same and shall have a lien and cause of action against such defaulting party together with interest costs and expenses.

In the event a single insurance policy is not available, each owner shall at all times keep his respective living unit fully insured for the full insurable replacement cost thereof with coverage as provided above and shall name the other units of the dwelling structure as additional insureds under the policy for the purpose of providing funds in those cases in which the owner(s) neglects or refuses to rebuild or repair subsequent to a fire or casualty loss. Each owner shall upon request from another owner in the same structure deliver to said other owner a certificate evidencing such insurance coverage and evidence of premium payment and that the policy remains in full force and effect.

Each owner of a living unit shall procure his own liability and contents insurance coverage. Nothing shall be done or kept in any living unit which will increase the premium rate of insurance on the dwelling structure applicable for a residential use. No lot owner shall permit anything to be done or kept upon his premises which will result in the cancellation of insurance on the building structure or any part thereof, or which would be in violation of the law.

C. Exterior Maintenance. Exterior maintenance shall be performed by the owners collectively acting by and through the Association, with the cost and expenses thereof paid by the Association from charges and assessments levied and collected by the Association and each subsidiary owners association. Exterior maintenance includes painting, repair or replacement of all exterior walls, foundations, roofs, gutters, downspouts and common sanitary sewers, and other repair, care or maintenance of the dwelling structure.

D. Procedure for Fulfilling Common Maintenance Obligations.

(1) For the purpose of making decisions with respect to collective exterior maintenance of each dwelling structure, repair, rebuilding, insurance coverage, common sanitary sewer maintenance, and all other common obligations provided herein except to the extent such decisions are made by the Association, or as otherwise provided in the Declaration or Covenant creating and empowering the subsidiary owners' association, the owner or owners of each dwelling parcel/lot upon which a portion of each dwelling structure is located shall have one vote in making such determination. For example, on each odd-numbered unit structure, there will be one vote available to the respective owner. With respect to each building structure containing an even number of units

and in the event the owners cannot agree, such owners shall mutually select an additional person to act in making such determination. In the event they cannot mutually agree upon such additional person, the developer shall serve. If Developer refuses, any McLean County Circuit or Associate Judge shall be qualified to name such additional person.

(2) All decisions shall, therefore, be by majority vote of such persons and such decisions shall be binding upon all owners of such dwelling structure.

(3) Emergency repair - In the event there is a plugging or other stoppage or obstruction of the common sanitary sewer line, catastrophic damage to any living unit or other condition which creates an immediate threat to life, health or property, the owner of any dwelling unit so advised of such circumstance shall, if reasonably possible, notify other unit owners in the same dwelling structure, but in the event immediate corrective action is necessary, any unit owner shall have the authority to proceed immediately to engage the necessary services to remove such plugging or stoppage in the common sanitary sewer line, make the property weather tight or take other action to preserve life and property.

8. Assessments for Common Expenses.

A. A provision for annual assessments, including the provision of a reserve for anticipated maintenance expenditures, or special assessments for emergency repairs or maintenance shall be determined by a vote of the respective living unit owners of each dwelling structure. The purpose of such assessment, the amount thereof, and the method of payment shall be determined by a majority vote and shall be reduced to writing, provided however, the amount shall not be less than the minimum assessment budgeted by the Association, including reasonable reserves for maintenance, repair and replacement of common properties of the subsidiary owners' association. Upon the request of any living unit owner and payment of a fee, the owner(s) of remaining units in such dwelling structure, or Association on their behalf, agree to execute a written agreement or certificate as to the status of assessments, if any, due to such dwelling unit.

B. As between living unit owners in a dwelling structure, the obligation for assessments (both annual and special) shall be specifically enforceable.

9. Enforceability of Zero Lot Line Attached Covenants. In the event that a living unit owner fails to perform any obligations set forth in this Article, the remaining unit owner(s) in the same dwelling structure, any subsidiary owners' association and the Association may take action to enforce such obligation in the following manner:

A. Written notice shall be given to such alleged defaulting unit owner, setting forth the alleged default.

B. If the alleged defaulting owner has not taken steps to correct such default or if such unit owner has failed to make any response thereto setting forth valid reasons for his action or omission to act, then and in such event, the Association, any subsidiary owner's association or the remaining dwelling unit owner(s) in such dwelling structure may take action to remedy such alleged defaults and recover the costs thereof as provided elsewhere in these Covenants. If the alleged default is of a nature to require more prompt action, the notice period may be shortened to not less than five (5) days, provided the notice is personally delivered and the time so specified.

C. Notices hereunder shall be given by personal delivery or by certified mail, return receipt requested, by U.S. Mail, postage prepaid, to the address of such noticed party.

D. In the event any work is performed or caused to be performed by the Association, any subsidiary owners' association or a dwelling unit owner upon another owner's unit pursuant to the terms of this Article, and the failure of the owner to perform as required hereunder, the entity contracting for the performance of any such work shall keep and maintain written records, invoices, and the like with respect to the cost of any materials, labor or the like used in making such repair work and shall provide to the defaulting unit owner a copy of all such data and written evidence of the payment thereof, for which reimbursement is sought. Further, the entity performing or contracting for the performance of such remedial work shall be entitled to reimbursement therefor as provided in these Covenants.

E. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

F. Lots and Units owned by the developer shall be exempt from the dues, fees, assessments and other obligations of this Article.

ARTICLE XI

Covenants and Use Restrictions Applicable to Lots Improved With Zero Lot Line Detached Housing.

Section 1. In General. The covenants and restrictions put forth in this Article shall be applicable to any lot constituting a part of the properties proposed, used or developed as a site for Zero Lot Line Detached housing.

Section 2. Use and Occupancy Restrictions.

A. Development Standards:

(1) All development on Zero Lot Line Detached property shall be pursuant to the City of Bloomington Zoning and Subdivision Code, except as otherwise provided in the Annexation Agreement.

(2) Buildings shall be constructed for Zero Lot Line Detached housing so one lot (referred to as the "servient estate") will have windowless walls and privacy fences and/or visual screening which abut or adjoin one adjacent lot (referred to as the "dominant estate").

Said windowless wall and/or fence shall not contain any door, window, duct, or aperture of any kind which abuts or adjoins the dominant estate.

Said privacy fence shall be architecturally and aesthetically compatible with the adjoining building; and replacement and maintenance shall be of the same type, height, materials, and structural components as constructed with the initial building construction. Said privacy fence shall be maintained in good condition and repair by the servient estate and shall not be removed, replaced, destroyed, or materially altered by the servient estate except by mutual agreement with the dominant estate.

Section 3. Easements.

A. Side yard easements are hereby granted to the owners of Zero Lot Line Detached Lots, which easements shall be appurtenant to the servient estates and which easements shall burden the dominant estates. Such side yard easements shall extend over the portion of the dominant estate twelve (12) feet in even width from any structure, wall, or fence constructed on the servient estate. Said side yard easements

shall permit the footings, overhanging eaves, gutters of the buildings, and footings of fences or walls constructed on the servient estates to extend onto the dominant estates at heights no less than and extension distances no greater than as originally constructed. In the event that, by reason of the construction, settlement, or shifting of a building or fence, any part thereof nomially encroaches upon the dominant estate, valid easements for the use and maintenance of the encroachment shall be established for so long as all or any part of the building or fence remains standing; provided however, that in no event shall a valid easement for any; encroachment be created in favor of the servient estate if such encroachment occurred as a result of the willful conduct of said owner.

B. The dominant estate shall continue to enjoy said easement area for the purposes of landscaping, drainage, the establishment of a general recreational or garden area and purposes related thereto subject to the provisions herein, provided that any such wall or fence on the servient estate shall be deemed to run from the rear property line of such lot to the front property line thereof, whether or not such wall or fence actually runs the entire length of such lot.

C. The dominant estate shall not permit any activity on the side yard easement by household pets or other animals which would tend to cause damage or to undermine support for any wall, fence or structure on the servient estate which abuts or adjoins the dominant estate.

D. The owner of the servient estate shall have the right at all reasonable times, during daylight hours, to enter upon the easement area, including the right to cross over the dominant estate for such entry in order to perform work related to the use and maintenance of the servient estate.

E. The use of said easement area by the owner of a servient estate shall not exceed a period of thirty (30) days each year for essential maintenance.

F. In exercising the right of entry upon the easement area, the servient estate agrees to utilize reasonable care not to damage any landscaping or other items existing in the easement area; provided however, the servient estate shall not be rsponsible for damage to such landscaping or other items to the extent such damage could not be reasonably avoided in connection with such entry upon the easement area for authorized purposes.

G. The servient estate shall have the right of drainage over, across and upon the easement area for water draining off the roof of any dwelling or structure upon the servient estate, the right to maintain eaves and appurtenances thereto and portions of any dwelling structure upon the servient estate as originally constructed or as constructed pursuant to any restrictive covenant regarding architectural control. The dominant estate shall not place or permit the accumulation of any soil or fill material against any wall, fence or other structure on the servient estate which abuts or adjoins the side yard easement to a height which exceeds the original grading plan.

H. Except for roof drainage as hereinafter provided, the servient estate shall not have the right to concentrate drainage from the servient estate in, under, through, or across the easement area without the prior written approval of the dominant estate. Thereafter, the servient estate shall have the right of entry upon the easement area for the installation and the subsequent maintenance and repair of such drainage system, providing that any damage to the landscaping or other items existing in the easement area shall be repaired at the sole expense of the servient estate and as soon as reasonably possible following the completion of such installation, maintenance or repair.

I. The dominant estate shall not attach any object such as wires, trellises, utility meters, conduits or plantings to a fence or building belonging to the servient estate or disturb the grading of the easement area or otherwise act with respect to the easement area in any manner which would damage the servient estate. The dominant estate shall not cause or permit any offensive contact (including without limitation thereto, any pounding or bouncing of objects) with any wall, fence or other structure on the servient estate which abuts or adjoins the side yard easement.

Section 4. Maintenance Responsibility. The owner of each zero lot line attached lot shall be obligated:

(1) To pay dues, fees and assessments levied by the Association;

(2) To maintain the exterior of his or her living unit in good repair and appearance, consistent with the quality maintained in the remainder of the development.

(3) To maintain the lot on which his or her living unit is located in good condition and appearance, consistent with the quality maintained in the remainder of the development.

Section 5. Interpretation and Enforceability of Zero Lot Line Detached Covenants. In the event of any dispute arising concerning the rights and obligations created herein, the servient estate and the dominant estate shall each choose one (1) arbitrator, and such arbitrators shall choose one (1) additional arbitrator, and the decision of a majority of all the arbitrators shall be binding.

ARTICLE XII

General Provisions

Section 1. Duration. The Covenants and Restrictions set forth in this Declaration shall run with and bind all of the land included in the Properties hereof, and shall inure to the benefit of and be enforceable by the Association, and the Owners of any land subject to this Declaration, their respective successors, assigns, heirs, executors, administrators, and personal representatives, for a period of twenty-five (25) years from the date this Declaration is recorded in the office of the McLean County Recorder of Deeds, at the end of which period such Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years each, unless at least two-thirds of the Owners of the lots at the time of the expiration of the initial period, or of any extension period, shall sign and record an instrument, or instruments, in which they shall agree to change said Covenants and Restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, by regular post, with postage prepaid, addressed to the Member or Owner at the last known post office address of the person who appears as a Member on the records of the Association at the time of such mailing. Notice to one of two or more co-owners of a lot or living unit shall constitute notice to all co-owners. It shall be the obligation of every Member to immediately notify the Secretatry of the Association in writing of any change of address.

Section 3. Amendment. Except as otherwise provided, these covenants may be amended by the agreement of the following:

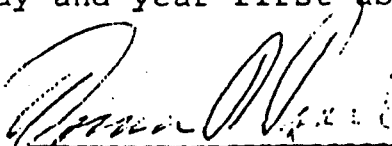
- A. The Developer, provided it owns any part of the properties; and
- B. Two-thirds (2/3) of the lot owners; and
- C. Two-thirds (2/3) of the condominium living unit owners, and

Any amendment shall be in writing and made of record by recording a copy thereof in the office of the McLean County Recorder of Deeds.

Section 4. Enforcement. Enforcement of these Covenants and Restrictions shall be by any appropriate proceeding in law or equity in any court or administrative tribunal having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any such Covenant or Restriction. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages, or may seek to enforce any lien created by this Declaration in any covenant herein contained, or may take any other form authorized by law. Failure by the Association, subsidiary owner's association, or any Owner or Member to enforce any covenant or restriction herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

Section 5. Severability. Should any covenant or restriction herein contained, or any Article, Section, Subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable, and which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developers have caused this instrument to be executed the day and year first above written.


VERNON P. PRENZLER


KURT PRENZLER

STATE OF ILLINOIS)
) SS
MCLEAN COUNTY)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Vernon P. Prenzler and Kurt Prenzler personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 11th day
of April, 1987.

Richard S. Galtapine
Notary Public
2-21-89

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EXHIBIT A

Commencing at the NW corner of the NE 1/4 of Section 12, T. 23 N., R. 2 E of the 3rd P.M.; Thence N. 88-44-59 E., Along the North line of said NE 1/4 of Section 12, 289.53 feet, to the NE corner of Oakridge Subdivision Original Addition, said point being the true point of beginning; thence N. 88-44-59 E., along said North line of the NE 1/4 of Section 12, 1030.22 feet; thence S. 00-04-51 E., 319.47 feet; thence S. 01-18-32 E., 132.62 feet; thence S. 88-41-28 W., 10.96 feet; thence S. 01-18-32 E., 122.11 feet; thence S. 41-26-26 W., 149.17 feet; thence S. 47-10-00 E., 65.00 feet; thence S. 00-00-00 E., 220.00 feet; thence S. 72-30-00 W., 285.00 feet; thence S. 89-53-25 W., 54.41 feet; thence N. 47-43-07 W., 76.53 feet; thence N. 00-04-55 W., 30.00 feet; thence S. 89-55-05 W.. 590.00 feet to the east line of Oakridge Subdivision Second Addition; thence N. 00-04-55 W., along said east line of Oakridge Subdivision Second Addition and the East line of the aforesaid Oakridge Subdivision Original Addition, 933.08 feet to the point of beginning, containing 22.198 acres, more or less, all situated within the City of Bloomington, McLean County, Illinois.

EXHIBIT B

Part of the Northeast 1/4 of Section 12, Township 23 North, Range 2 East of the 3rd P.M., more particularly described as follows: Beginning at an Iron Pipe Monument found at the Northeast corner of the Northeast 1/4 of Section 12, Township 23 North, Range 2 East of the 3rd P.M.; thence South 00-00-00 E., on an assumed bearing, along the East line of said Northeast 1/4 of Section 12, 2657.20 feet; thence South 89-24-46 West, 1357.78 feet to the East line of the West 1/2 of said Northeast 1/4 of Section 12, thence South 00-03-03 W., along said East line, 11.15 feet to the Southeast corner of said West 1/2; thence South 88-55-00., along the South line of said West 1/2 of said Northeast 1/4 of Section 12, 1070.70 feet; thence North 00-04-55 West, along the East line of Oakridge Subdivision and parallel to the West line of the East 1/2 of the Northwest 1/4 of said Section 12, 2649.44 feet to the North line of said Northeast 1/4 of Section 12; thence North 88-44-59 E., along said North line, 2432.46 feet to the point of beginning, in McLEAN COUNTY, ILLINOIS

EXCEPT

Commencing at the NW corner of the NE 1/4 of Section 12, T. 23. N., R. 2 E of the 3rd P.M.; Thence N. 88-44-59 E., Along the North line of said NE 1/4 of Section 12, 289.53 feet, to the NE corner of Oakridge Subdivision Original Addition, said point being the true point of beginning; thence N. 88-44-59 E., along said North line of the NE 1/4 of Section 12, 1030.22 feet; thence S. 00-04-51 E., 319.47 feet; thence S. 01-18-32 E., 132.62 feet; thence S. 88-41-28 W., 10.96 feet; thence S. 01-18-32 E., 122.11 feet; thence S. 41-26-26 W., 149.17 feet; thence S. 47-10-00 E., 65.00 feet; thence S. 00-00-00 E., 220.00 feet; thence S. 72-30-00 W., 285.00 feet; thence S. 89-53-25 W., 54.41 feet; thence N. 47-43-07 W., 76.53 feet; thence N. 00-04-55 W., 30.00 feet; thence S. 89-55-05 W.. 590.00 feet to the east line of Oakridge Subidivision Second Addition; thence N. 00-04-55 W., along said east line of Oakridge Subdivision Second Addition and the East line of the aforesaid Oakridge Subdivision Original Addition, 933.08 feet to the point of beginning, containing 22.198 acres, more or less, all situated within the City of Bloomington, McLean County, Illinois.

Old Farm Lakes - Lots In Addition 1

ADDITION	LOT	ADDRESS
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01	1	402 Old Farm Road
	2	404 Old Farm Road
	3	502 Old Farm Road
	4	504 Old Farm Road
	5	506 Old Farm Road
	6	508 Old Farm Road
	7	602 Old Farm Road
	8	604 Old Farm Road
	9	606 Old Farm Road
	10	608 Old Farm Road
	11	610 Old Farm Road
	12	609 Old Farm Road
	13	607 Old Farm Road
	14	605 Old Farm Road
	15	603 Old Farm Road
	16	3413 Windmill Road
	17	507 Old Farm Road
	18	505 Old Farm Road
	19	503 Old Farm Road
	20	3421 Fountain Lake Drive
	21	3422 Fountain Lake Drive
	22	3420 Fountain Lake Drive
	23	3418 Fountain Lake Drive
	24	3416 Fountain Lake Drive
	25	3414 Fountain Lake Drive
	26	3412 Fountain Lake Drive
	27	3410 Fountain Lake Drive
	28	3408 Fountain Lake Drive
	29	3406 Fountain Lake Drive
	30	3404 Fountain Lake Drive
	31	3402 Fountain Lake Drive
	32	1 Fountain Lake Court
	33	3 Fountain Lake Court
	34	5 Fountain Lake Court
	35	7 Fountain Lake Court
	36	9 Fountain Lake Court
	37	11 Fountain Lake Court
	38	13 Fountain Lake Court
	39	15 Fountain Lake Court
	40	17 Fountain Lake Court
	41	19 Fountain Lake Court
	42	20 Fountain Lake Court
	43	18 Fountain Lake Court
	44	16 Fountain Lake Court
	45	14 Fountain Lake Court
	46	12 Fountain Lake Court
	47	3405 Windmill Road
	48	3407 Windmill Road
	49	3409 Windmill Road
	50	3411 Windmill Road
	51	3414 Windmill Road
	52	3412 Windmill Road
	53	3410 Windmill Road
	54	3408 Windmill Road
	55	3406 Windmill Road
	56	3404 Windmill Road
	57	3402 Windmill Road
	58	3405 Fountain Lake Drive
	59	3407 Fountain Lake Drive
	60	3409 Fountain Lake Drive
	61	3411 Fountain Lake Drive
	62	3413 Fountain Lake Drive
	63	3415 Fountain Lake Drive
	64	3417 Fountain Lake Drive
	65	3419 Fountain Lake Drive

EXHIBIT DBY-LAWS
OF THE OLD FARM LAKES PROPERTY OWNERS ASSOCIATION

The administration of the Old Farm Lakes Property Association (OFLPA), whether by a Board of Managers or a voluntary association of lot owners or Board of Directors of a not-for-profit corporation, shall be governed by the following by-laws:

A. The lot owners shall form an association. Each unit owner shall automatically and without any other approval or consent be a member of the association. The Association shall constitute a "Master Association".

B. The association shall have one class of membership.

C. The first meeting of the Old Farm Lakes Property Association shall take place not more than 60 days after 75% of the lots are in an ownership other than that of the developer or 3 years after the recording of the Declaration, whichever occurs first. In determining when 75% of the lots are in ownership other than that of the developer, the computation shall be made to include all lots constructed or under construction or property added pursuant to the add-on provisions of the Old Farm Lakes Property Association Declaration of Covenants and Restrictions.

D. Annual meetings of the OFLPA other than the first such meeting shall be in June.

E. A majority of the lot owners shall constitute a quorum for meetings of the association.

F. Special meetings of the lot owners association shall be called by the President, Board of Managers/Directors, or 20% of the lot owners.

G. Written notice of any OFLPA membership meeting shall be mailed or delivered, giving members no less than 10 or no more than 30 days notice of the time, place and purpose of such meeting.

H. Voting shall be on a percentage basis, and that the percentage vote to which each owner is entitled is the percentage interest set forth on the Vote Allocation Schedule attached to the Old Farm Lakes Declaration of Covenants and Restrictions.

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I. If a lot is owned as a condominium, the vote associated with that lot will be exercised by the unit owners in accordance with their respective ownership interest in the common elements of that condominium. As between multiple owners of a unit or lot other than a lot subject to the State's Condominium Property Act, the following provisions shall apply. If only one of the multiple owners of a lot is present at a meeting of the association, he is entitled to cast all the votes allocated to that lot. If more than one of the multiple owners are present, the votes allocated to that lot may be cast only by agreement of those present, or in the absence of agreement, according to the subsidiary owner's association vote allocation schedule. The Board is entitled to find that there is majority agreement if any one of the multiple owners cast the votes allocated to that lot without protest being made promptly to the person presiding over the meeting by any of the other owners of the lot.

J. The lot owner of an interest in real estate may vote by written proxy; such proxy shall be invalid after 11 months from the date of its execution, unless otherwise provided in the proxy, and that every proxy must bear the date of execution.

K. The affirmative vote of not less than two-thirds (2/3) of the votes of unit owners at a meeting duly called for that purpose shall be required for: (1) merger or consolidation of the association; or (2) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the association.

L. At the first meeting and at each annual meeting thereafter, the association shall elect nine (9) members as the Board of Managers to serve for two (2) years and until their successors are elected. Board members may be removed for cause by a vote of the Association, provided such vote receives majority support among the voting owners of each of the three density levels. The Board shall serve without compensation. Expenses may be reimbursed. Vacancies on the Board or among the officers shall be filled by a 2/3 vote of the remaining members of the Board, until the next meeting of owners or for a period terminating no later than 30 days following the filing of a petition signed by unit owners holding 20% of the votes of the association, requesting a meeting of the owners to fill the vacancy for the balance of the term, and that a meeting of the owners shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by owners holding 20% of the votes of the association requesting such a meeting.

M. The Board shall have all powers and duties granted or imposed by law except such powers and duties reserved by law, the Declaration or these By-laws to the members of the Association.

N. Each lot owner and all unit owners shall receive, at least 30 days prior to the adoption thereof by the Board of Managers, a copy of the proposed annual budget.

O. The Board of Managers shall annually supply to all lot owners and all unit owners an itemized accounting of the Association's expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves.

P. Each lot owner and unit owner shall receive notice, in the same manner as is provided in this Declaration or By-laws for membership meetings, of any meeting of the Board of Managers concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. If an adopted budget requires assessment against the lot or unit owners in any fiscal or calendar year exceeding 115% of the assessments for the preceding year, the Board of Managers upon written petition by lot or unit owners, with 20 percent (20%) of the votes of the association or subsidiary owners' association affected, filed within 14 days of the Board action, shall call a meeting of the lot owners within 30 days of the date of filing of the petition to consider the budget; that unless a majority of the votes of the lot owners are cast at the meeting to reject the budget, it is ratified, whether or not a quorum is present, that in determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement for the Association's property, and anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, shall be excluded from the computation.

Q. Meetings of the Board of Managers shall be open to any lot or unit owner, except for the portion of any meeting held: (1) to discuss litigation when an action against or on behalf of the particular association has been filed and is pending in a court or administrative tribunal, or when the Board of Managers finds that such an action is probable or imminent, (2) to consider information regarding appointment, employment or dismissal of an employee, or (3) to discuss violations of rules and regulations of the association or a unit owner's unpaid share of common expenses; that any vote on these matters shall be taken at a meeting or portion thereof open to any unit owner; that any unit owner may record the proceedings at meetings required to be open by this Act by tape, film or other means; that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings, that notice of such meetings shall be mailed or delivered at least 48 hours prior thereto, unless a written

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waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened, and that copies of notices shall be posted in entranceways, elevators or other conspicuous places on the property at least 48 hours prior to the meeting of the Board of Managers.

R. The Board shall meet at least four times annually and no member of the Board or officer shall be elected for a term of more than two years; but that officers and Board members may succeed themselves.

S. The President of the Board of Managers shall be authorized to mail and receive all notices and execute amendments to the Old Farm Lakes Property Owners Association Declaration and these by-laws.

T. A majority shall constitute a quorum of the Board.

U. A president shall be elected by the Board of Managers from among the Board of Managers, who shall preside over the meetings of the Board of Managers and of the Association.

V. A secretary shall be elected by the Board of Managers who shall keep the minutes of all meetings of the Board of Managers and of the Association and who shall, in general, perform all the duties incident to the office of secretary.

W. A treasurer shall be elected by the Board of Managers who shall keep the financial records and books of account and approve payment vouchers and maintenance, repair and replacement of the Association and books and records of any subsidiary owners' association.

X. The Board shall determine a method of estimating the amount of the annual budget and the manner of assessing and collecting from the lot owners their respective shares of such estimated minimum expenses, and any other expenses lawfully agreed upon.

Y. Upon a ten-day notice to OLFPA and payment of a reasonable fee, any lot owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments.

Z. The Board shall be responsible for the designation and removal of personnel necessary for the maintenance, repair and replacement of the common elements and to carry out the functions and responsibilities of the Association.

AA. The Board shall determine a method of adopting and of amending administrative rules and regulations governing the operation and use of the common elements.

BB. The affirmative vote of a majority of the lot owners shall be required to modify or amend the by-laws.

CC. The association shall have no authority to forebear the payment of assessments by any unit owner.

DD. When 30% or fewer of the lots, by number, possess over 50% in the aggregate of the votes in the association, any percentage vote of members specified herein shall require the specified percentage by number of lots rather than by percentage of interest in the Vote Allocation Schedule that would otherwise be applicable.

EE. It is the intent of these by-laws to incorporate by reference, any provisions required by § 18 of the Illinois Condominium Property Act (as existing or as amended effective hereafter) to be in the by-laws of a Condominium Association.

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EXHIBIT D

BY-LAWS
OF OLD FARM LAKES PROPERTY OWNERS ASSOCIATION

- FF. Any violation of any provision of the Covenants and Restrictions governing Old Farm Lakes Subdivision, as now stated or ever after amended, shall be deemed a violation of these By-laws and subject to appropriate action by the Board in enforcing the By-laws and/or the Covenants and Restrictions of Old Farm Lakes.

EXHIBIT D

BY-LAWS
OF OLD FARM LAKES PROPERTY OWNERS ASSOCIATION

- GG. Enforcement of these By-laws shall be by any appropriate proceeding in law or equity in any court or administrative tribunal, including arbitration and mediation, having jurisdiction, against any person or persons, firm or corporation violating or attempting to violate or circumvent any such By-laws along with any underlying circumstance constituting a violation of these By-laws. Such suit may seek an injunction to prevent such violation or threatened violation or may seek to recover damages, or may take any other form authorized by law. Failure by the Association, subsidiary owner's association, or any Owner or Member to enforce any provision of the By-laws herein contained for any period of time, shall in no event be deemed a waiver or estoppel of the right to thereafter enforce the same.

If, during the enforcement of these By-laws the Association shall at any time be compelled to pay any sum of money or do any act which will require the payment of any sum of money or the incurrence of any expense, including reasonable attorney's fees, for enforcing any provision of the By-laws, by litigation or otherwise, the sum or sums so paid by the Association shall be deemed damages in favor of the Association and shall immediately be due and payable by the person, persons or other entity against whom action had to be taken. If, in the event litigation is required, the person, persons or other entity are found not to be in violation of any provision of the By-laws, any reasonable attorney's fees incurred by said person, persons or other entity shall be due and payable by the Association.

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RUTH WEBER, Recorder
McLean County, IL

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FIRST SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

PL #2

Section 1. Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this First Supplementary Declaration hereby add the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2. A supplemental vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration.

DATED this 14th day of October, 1988.


VERNON P. PRENZLER


KURT PRENZLER

Prepared by:

Frank Miles
Hayes, Schneider, Hammer, Miles & Cox
202 North Center Street
Bloomington, IL 61701
(309) 828-7331

Commencing at the NW corner of the NE 1/4 of Section 12, T. 23 N., R. 2 E of the 3rd P.M.; Thence N. 88-44-59 E., Along the North line of said NE 1/4 of Section 12, A Distance of 289.53 feet to the NE corner of Oakridge Subdivision Original Addition, said point also being the NW Corner of Old Farm Lakes No. 1 recorded March 25, 1987 as Document No. 87-5456; thence S. 00-04-55 E., along the west line of said Old Farm Lakes No. 1, a distance of 933.07 feet to the SW corner of Old Farm Lakes No. 1 and the Point of Beginning; Thence N. 89-55-05 E., 590.00 feet; thence S. 00-04-55 E., 30.00 feet; thence S. 47-43-07 E., 76.53 feet; thence N. 89-53-25 E. thence N. 72-30-00 E. 92.00 feet; the last five (5) courses being along the southerly sides of said Old Farm Lakes No. 1; thence S. 55-31-14 E., 113.87 feet; thence S. 33-26-24 E. 63.51 feet; thence S. 07-23-59 E., 77.65 feet; thence S. 00-00-00 W., 145.00 feet; thence S. 35-25-52 E., 20.63 feet; thence S. 45-51-49 E. 57.02 feet; thence S. 44-08-11 W., 110.00 feet; thence N. 45-51-49 W., 9.00 feet; thence S. 44-08-11 W., 60.00 feet to a point of curvature; thence northwesterly along a curve to the left having a radius of 220.00 feet, and a initial tangent bearing N. 45-51-49 W., a distance of 20.28 feet; thence S. 44-08-11 W., 135.48 feet; thence S. 89-55-05 W., 95.27 feet; thence N. 0-04-55 W., 55.35 feet; thence S. 89-55-05 W., 115.58 feet to a point on a curve; thence Northeasterly along a curve to the left having a radius of 280.00 feet, and a initial tangent bearing N. 11-22-38 W., a distance of 56.00 feet to a point of tangency; thence S. 89-55-05 W., 60.00 feet to a point of curvature; thence southwesterly along a curve to the right having a radius of 220.00 feet, and a initial tangent bearing S. 00-04-55 E., a distance of 55.59 feet; thence S. 89-55-05 W., 103.01 feet; thence S. 38-20-20 W., 18.37 feet; thence S. 89-55-05 W., 358.59 feet, to the east line of Oakridge Subdivision; thence N. 0-04-55 W., along said east line, 607.88 feet to the point of beginning, containing 12.110 acres, more or less, all situated within the City of Bloomington, McLean County, Illinois.

Old Farm Lakes - Lots In Addition 2

S-3

ADDITION	LOT	ADDRESS
-----	----	-----
02	101	612 Old Farm Road
	102	614 Old Farm Road
	103	702 Old Farm Road
	104	704 Old Farm Road
	105	706 Old Farm Road
	106	708 Old Farm Road
	107	4 Swan Lake Road
	108	7 Shoreline Court
	109	5 Shoreline Court
	110	3 Shoreline Court
	111	1 Shoreline Court
	112	2 Shoreline Court
	113	4 Shoreline Court
	114	6 Shoreline Court
	115	8 Shoreline Court
	116	6 Swan Lake Road
	142	802 Old Farm Road
	143	3 Swan Lake Road
	144	5 Swan Lake Road
	198	3315 Cumbria Drive
	199	3313 Cumbria Drive
	200	3311 Cumbria Drive
	201	3309 Cumbria Drive
	202	3307 Cumbria Drive
	203	3305 Cumbria Drive
	204	3306 Cumbria Drive
	205	3308 Cumbria Drive
	206	3310 Cumbria Drive
	207	3312 Cumbria Drive
	208	3314 Cumbria Drive
	209	3316 Cumbria Drive
	210	703 Old Farm Road
	211	9 Harvest Court
	212	7 Harvest Court
	213	5 Harvest Court
	214	3 Harvest Court
	215	1 Harvest Court
	216	2 Harvest Court
	217	4 Harvest Court
	218	6 Harvest Court
	219	8 Harvest Court
	220	10 Harvest Court

S-4

Doc. No. 89 2021 filed for Record in Recorder's Office of McLean County, Ill.
FEB 13 1989 at 3:02 o'clock 1 M. MAE DEANE County Recorder


SECOND SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

Section 1. Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Second Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2. A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333.

DATED this 18th day of November, 1988.


VERNON P. PRENZLER


KURT PRENZLER

Prepared by:

Frank Miles
Hayes, Schneider, Hammer, Miles & Cox
202 North Center Street
Bloomington, IL 61701
(309) 828-7331

0 FEB 13

SURVEYOR'S CERTIFICATE

89 2021

S-5

I, THOMAS B JORDAN, ILLINOIS REGISTERED LAND SURVEYOR NO. 2014, HEREBY CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE, IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS, AND WITH THE ORDINANCES OF THE CITY OF BLOOMINGTON, OF PART OF THE NE 1/4 OF SECTION 12, T. 23 N., R. 2 E. OF THE 3RD P.M., MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 144 OF OLD FARM LAKES NO. 2, RECORDED JANUARY 20, 1988 AS DOCUMENT NO. 88-777 IN THE MCLEAN COUNTY RECORDER'S OFFICE; THENCE N. 44-08-11 E., ALONG THE SOUTHEASTERLY LINE OF SAID LOT 144, 135.48 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT BEING A POINT ON CURVE ON THE SOUTH RIGHT-OF-WAY LINE OF SWAN LAKE ROAD; THENCE SOUTHEASTERLY, ALONG SAID RIGHT-OF-WAY LINE, A CURVE TO THE RIGHT WITH A RADIUS OF 220.00 FEET AND AN INITIAL TANGENT BEARING S. 51-08-40 E., A DISTANCE OF 20.28 FEET; THENCE N. 44-08-11 E., 60.00 FEET TO THE SOUTHWESTERLY LINE OF LOT 116 OF THE AFORESAID OLD FARM LAKES NO. 2; THENCE S. 45-51-49 E., ALONG SAID SOUTHWESTERLY LINE, 9.00 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE N. 44-08-11 E., ALONG THE SOUTHEASTERLY LINE OF SAID LOT 116, 110.00 FEET TO THE NORTHEAST CORNER THEREOF; THENCE S. 45-51-49 E., 115.00 FEET; THENCE S. 39-29-35 E. 131.16 FEET; THENCE S. 20-43-32 E., 94.00 FEET; THENCE S. 10-01-23 E., 85.00 FEET; THENCE S. 00-06-38 W., 88.57 FEET; THENCE S. 15-13-10 W., 210.99 FEET; THENCE S. 32-14-36 W., 80.00 FEET; THENCE S. 59-31-51 W., 84.29 FEET; THENCE S. 74-28-55 W., 47.68 FEET; THENCE S. 89-55-05 W., 132.00 FEET; THENCE N. 00-04-55 W., 170.00 FEET; THENCE N. 89-55-05 E., 26.00 FEET; THENCE N. 00-04-55 W., 95.00 FEET; THENCE N. 89-55-05 E., 20.07 FEET; THENCE N. 12-30-22 E., 106.50 FEET; THENCE N. 4-33-25 W., 54.84 FEET; THENCE N. 27-49-13 W., 50.76 FEET; THENCE N. 45-22-37 W., 85.00 FEET; THENCE N. 63-02-02 W., 89.48 FEET TO THE POINT OF BEGINNING, CONTAINING 4.741 ACRES, MORE OR LESS, ALL SITUATED WITHIN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

FOR THE PURPOSE OF SUBDIVIDING SAID TRACT INTO 16 LOTS AND STREETS AS SHOWN ON THE ATTACHED PLAT, WITH DIMENSIONS IN FEET AND DECIMALS THEREOF. ALL STREETS AND EASEMENTS DESIGNATED ON SAID PLAT ARE DEDICATED FOR PUBLIC USE. MONUMENTS HAVE BEEN PLACED AS SHOWN ON THE ATTACHED PLAT AND THE SUBDIVISION SHALL BE KNOWN AS OLD FARM LAKES NO. 3, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

I FURTHER CERTIFY THAT NO PART OF THE PROPERTY IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

DECEMBER 1, 1991
DATE

THOMAS B. JORDAN
IRLS NO. 2014
BLOOMINGTON, ILLINOIS

EXHIBIT "1"

S-6

Old Farm Lakes - Lots In Addition 3

ADDITION	LOT	ADDRESS
-----	---	-----
03	117	8 Swan Lake Road
	118	10 Swan Lake Road
	119	12 Swan Lake Road
	120	14 Swan Lake Road
	121	16 Swan Lake Road
	122	18 Swan Lake Road
	123	20 Swan Lake Road
	124	22 Swan Lake Road
	125	24 Swan Lake Road
	126	26 Swan Lake Road
	145	7 Swan Lake Road
	146	9 Swan Lake Road
	147	13 Swan Lake Road
	148	17 Swan Lake Road
	149	21 Swan Lake Road
	150	25 Swan Lake Road

91 13415

JUL 11 1991

334

P

S-7

THIRD SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

Section 1. Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this third Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333 and Second Supplementary Declaration recorded as Document No. 89-2021.

With respect to the property subject to this Third Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

Ranch Style (Sq. ft. on 1 level)	1400 sq. ft.
Split Level (Main level)	1300 sq. ft.
Tri-level (Sq. ft. on top 2 floors)	1400 sq. ft.
Two-story (Sq. ft. on 2 floors)	2000 sq. ft.
Cape Cod - Story and 1/2 (Sq. ft. on main floor)	1200 sq. ft.
Other Plans	As approved by the Architectural Control Committee

DATED this 8th day of July, 1991.


VERNON PRENZLER


KURT PRENZLER

A part of the Northeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Southwest Corner of Lot 203 in Old Farm Lakes No. 2 in the City of Bloomington, Illinois, said Corner also being on the East Line of Lot 202 in the Fourth Addition to Oakridge Subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence north 89 degrees 55 minutes 05 seconds east 358.59 feet along the South Line of Lots 203 through 199 in said Old Farm Lakes No. 2; thence north 38 degrees 20 minutes 20 seconds east 18.37 feet along the Southeast Line of said Lot 199 to the Southwest Corner of Lot 198 in said Old Farm Lakes No. 2; thence north 89 degrees 55 minutes 05 seconds east 103.01 feet along the South Line of said Lot 198 to the Southeast Corner of said Lot 198; thence north 55.59 feet along an arc of a curve concave to the west with a radius of 220 feet, a chord length of 55.44 feet and a chord bearing of north 07 degrees 09 minutes 24 seconds east to the Southwest Corner of Old Farm Road as dedicated in said Old Farm Lakes No. 2, said arc is also the arc which forms a portion of the East Line of said Lot 198; thence north 89 degrees 55 minutes 05 seconds east 60 feet along the South Line of said Old Farm Road to the Southeast Corner of said Old Farm Road, said point also being on the West Line of Lot 142 in said Old Farm Lakes No. 2; thence south 56 feet along an arc of a curve concave to the west with a radius of 280 feet, a chord length of 55.91 feet and a chord bearing of south 05 degrees 38 minutes 51 seconds west to the Southwest Corner of said Lot 142, said arc is also the arc which forms a portion of the West Line of said Lot 142; thence north 89 degrees 55 minutes 05 seconds east 115.58 feet along the South Line of said Lot 142 to the Southeast Corner of said Lot 142, said point also being on the West Line of Lot 143 in said Old Farm Lakes No. 2; thence south 00 degrees 04 minutes 55 seconds east 55.35 feet along the West Line of said Lot 143 to the Southwest Corner of said Lot 143; thence south 21 degrees 42 minutes 59 seconds west 161.58 feet; thence south 00 degrees 04 minutes 55 seconds east 154 feet; thence south 89 degrees 55 minutes 05 seconds west 170 feet; thence north 00 degrees 04 minutes 55 seconds west 20 feet; thence south 89 degrees 55 minutes 05 seconds west 420 feet to the East Line of Lot 199 in said Fourth Addition to Oakridge Subdivision; thence north 00 degrees 04 minutes 55 seconds west 325.61 feet along the East Line of said Fourth Addition to the Point of Beginning, containing 4.82 acres.

Old Farm Lakes - Lots In Addition 4

S-9

ADDITION	LOT	ADDRESS
04	137	904 Old Farm Road
	138	902 Old Farm Road
	139	808 Old Farm Road
	140	806 Old Farm Road
	141	804 Old Farm Road
	155	901 Old Farm Road
	156	10 Weathervane Court
	157	803 Old Farm Road
	190	7 Weathervane Court
	191	5 Weathervane Court
	192	3 Weathervane Court
	193	1 Weathervane Court
	194	2 Weathervane Court
	195	4 Weathervane Court
	196	6 Weathervane Court
	197	8 Weathervane Court

92 . 5371

S-10

Doc. No. FEB 27 1992 filed for Record in Recorder's office of McLean County, Ill.
 at 8²⁴ o'clock A M MAE DEANE County Recorder

FOURTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Fourth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, and Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992.

With respect to the property subject to this Fourth Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

Ranch Style (Sq. ft. on 1 level) 1400 sq. ft.

Split Level (Main level) 1300 sq. ft.

Tri-level (Sq. ft. on top 2 floors) 1400 sq. ft.

Two-story (Sq. ft. on 2 floors
 For Lots 222, 223 and 224 in Old Farm
 Lakes No. 5 and Lots 256, 257, 258,
 259, 260, 261, 262, 263 and 264 in
 Old Farm Lakes No. 6 2000 sq. ft.

Cape Cod - Store and 1/2
 (Sq. ft. on main floor) 1200 sq. ft.

Other Plans As approved by the
 Architectural Control
 Committee


DATED this 19 day of Feb, 1992.

92 5371

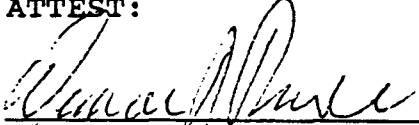
S-11

O.F.L. DEVELOPMENT CO.


BY:


President

ATTEST:

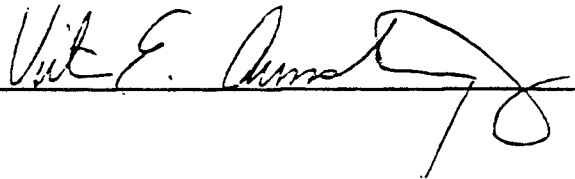

Secretary


Ron Rave


Martin Rave

ARMSTRONG CONSTRUCTION CO., INC.

BY:



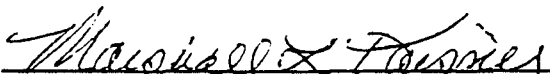
ATTEST:

N/A

Secretary

KAISNER CORPORATION

BY:



ATTEST:

N/A

Secretary

S-12

92 5371

A part of the Northeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Westernmost Corner of Lot 192 in Old Farm Lakes No. 4 in the City of Bloomington, Illinois, said Corner also being on the East Line of Lot 199 in the Fourth Addition to Oakridge Subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence south 00 degrees-04'-55" East 782.87 feet along the East Lines of said Lot 199 and Lots 198 through 192 inclusive in said Fourth Addition and the East Line of the North 33 feet of Lincoln Street as dedicated in said Fourth Addition to the Southeast Corner thereof, said Corner being on the South line of the Northeast Quarter of said Section 12; thence North 88 degrees-56'35" east 513.06 feet along said South Line; thence north 01 degrees-03'-25" west 33 feet; thence north 27 degrees 04'-42" east 160.48 feet; thence east 112.15 feet along the arc of a curve concave to the north having a radius of 292.34 feet, a chord length of 111.46 feet and a chord bearing of south 80 degrees-05'-38" east; thence north 01 degrees-05'-00" west 60 feet; thence west 135.55 feet along the arc of a curve concave to the north having a radius of 232.34 feet, a chord length of 133.64 feet and a chord bearing of north 74 degrees-22'-12" west; thence north 36 degrees-42'-31" east 110 feet; thence north 48 degrees-25'-14" west 55 feet; thence north 21 degrees-08'-57" west 60 feet; thence north 07 degrees-04'-36" east 56.30 feet; thence north 13 degrees-03'-07" east 61.61 feet; thence north 00 degrees-04'-55" west 205 feet to the Southeast Corner of Lot 137 in said Old Farm Lakes No. 4; thence south 89 degrees-55'-05" west 170 feet along the South line of said Lot 137 and the South line of Old Farm Road as dedicated in said No. 4 to the Southwest Corner thereof; thence north 00 degrees-04'-55" west 20 feet along the West Line of said Old Farm Road to the Southeast Corner of Lot 155 in said No. 4; thence south 89 degrees-55'-05" west 420 feet along the South Lines of said Lot 155 and Lots 190, 191 and 192 in said No. 4 to the Point of Beginning, containing 10.400 acres.

Old Farm Lakes No. 5, Exhibit "1"

A part of the Northeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Southwest Corner of Lot 126 in Old Farm Lakes No. 3 in the City of Bloomington, Illinois. From said Point of Beginning, thence North 00 degrees 04' 55" West 170 feet along the West Line of said Lot 126 and the West Line of Swan Lake Road as dedicated in said No. 3 to the Northwest Corner thereof; thence North 89 degrees 55' 05" East 26 feet along the North Line of said Swan Lake Road to the Southwest Corner of Lot 150 in said No. 3; thence North 00 degrees 04' 55" West 95 feet along the West Line of said Lot 150 to the Northwest Corner thereof; thence North 89 degrees 55' 05" East 20.07 feet along the North Line of said Lot 150 to the Southwest Corner of Lot 149 in said No. 3; thence North 12 degrees 30' 22" East 106.50 feet along the West Line of said Lot 149 to the Northwest Corner thereof; thence North 04 degrees 33' 25" West 54.84 feet along the West Line of Lot 148 in said No. 3 to the Northwest Corner thereof; thence North 27 degrees 49' 13" West 50.76 feet along the Southwest Line of Lot 147 in said No. 3 to the Westernmost Corner thereof; thence North 45 degrees 22' 37" West 85 feet along the Southwest Line of Lot 146 in said No. 3 to the Westernmost Corner thereof; thence North 63 degrees 02' 02" West 89.48 feet along the Southwest Line of Lot 145 in said No. 3 to the Westernmost Corner thereof; thence South 89 degrees 55' 05" West 95.27 feet along the South Lines of Lots 144 and 143 in Old Farm Lakes No. 2 in the City of Bloomington to the East Line of Lot 141 in Old Farm Lakes No. 4 in the City of Bloomington; thence South 21 degrees 42' 59" West 161.58 feet along the East Lines of said Lot 141 and Lots 140 and 139 in said No. 4; thence South 00 degrees 04' 55" East 359 feet along the East Lines of said Lot 139 and Lots 138 and 137 in said No. 4, and the Southerly Extension thereof; thence South 13 degrees 03' 07" West 61.61 feet to the Westerly Extension of the South Line of Lot 126 in said No. 3; thence North 89 degrees 55' 05" East 268 feet along said Westerly Extension to the Point of Beginning, containing 3.518 acres.

Old Farm Lakes No. 6, Exhibit "1"

EXHIBIT "2"

Lots 222, 223, 224 in Old Farm Lakes No. 5, per plat recorded January 3, 1992 as Document No. 92-196

Lots 256, 257, 258, 259, 260, 261, 262, 263 and 264 in Old Farm Lakes No. 6 per plat recorded January 3, 1992 as Document No. 92-197

S-14

Old Farm Lakes - Lots In Additions 5 & 6

ADDITION	LOT	ADDRESS
-----	---	-----
05	221	1 Hayloft Road
	222	3 Hayloft Road
	223	5 Hayloft Road
	224	7 Hayloft Road
	225	9 Hayloft Road
	226	11 Hayloft Road
	227	13 Hayloft Road
	228	15 Hayloft Road
	229	17 Hayloft Road
	230	19 Hayloft Road
	231	21 Hayloft Road
	232	23 Hayloft Road
	233	25 Hayloft Road
	234	27 Hayloft Road
	235	29 Hayloft Road
	236	31 Hayloft Road
	237	33 Hayloft Road
	238	35 Hayloft Road
	239	28 Hayloft Road
	240	18 Hayloft Road
	241	16 Hayloft Road
	242	14 Hayloft Road
	243	6 Hayloft Road
	244	4 Hayloft Road
	245	1001 Old Farm Road
	246	1003 Old Farm Road
	247	1005 Old Farm Road
	248	1007 Old Farm Road
	249	1009 Old Farm Road
	250	1010 Old Farm Road
	251	1008 Old Farm Road
	252	1006 Old Farm Road
	253	1004 Old Farm Road
	254	36 Swan Lake Road
	255	37 Swan Lake Road
06	256	9 Blue Lake Court
	257	7 Blue Lake Court
	258	5 Blue Lake Court
	259	3 Blue Lake Court
	260	1 Blue Lake Court
	261	2 Blue Lake Court
	262	4 Blue Lake Court
	263	6 Blue Lake Court
	264	8 Blue Lake Court
	265	28 Swan Lake Road
	266	30 Swan Lake Road
	267	32 Swan Lake Road
	268	34 Swan Lake Road

FIFTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

S-15

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Fourth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, and Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371.

With respect to the property subject to this Third Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

Ranch Style (Sq. ft. on 1 level)	1400 sq. ft.
Split Level (Main level)	1300 sq. ft.
Tri-level (Sq. ft. on top 2 floors)	1400 sq. ft.
Two-story (sq. ft. on 2 floors) For Lots 227-242 and 245-249 in Old Farm Lakes No. 5	1740 sq. ft.
For Lots 250, 251, 252, and 253 in Old Farm Lakes No. 5 and Lots 265, 266, 267, and 268 in Old Farm Lakes No. 6	1900 sq. ft.
For Lots 221, 225, 226, 243, 244, 254, and 255 in Old Farm Lakes No. 5 Cape Cod - Store and 1/2 (Sq. ft. on main floor)	2000 sq. ft. 1200 sq. ft.
Other Plans	As approved by the Architectural Control Committee

S-16

32 6968

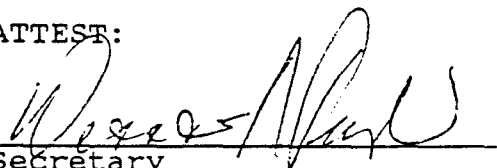
DATED this 6th day of March, 1992.

O.F.L. DEVELOPMENT CO.

BY: 

President

ATTEST:


Secretary

W.E.B. CONSTRUCTION, INC.

BY: 

ATTEST:

N/A
Secretary

A part of the Northeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Westernmost Corner of Lot 192 in Old Farm Lakes No. 4 in the City of Bloomington, Illinois, said Corner also being on the East Line of Lot 199 in the Fourth Addition to Oakridge Subdivision in the City of Bloomington, Illinois. From said Point of Beginning, thence south 00 degrees-04'-55" East 782.87 feet along the East Lines of said Lot 199 and Lots 198 through 192 inclusive in said Fourth Addition and the East Line of the North 33 feet of Lincoln Street as dedicated in said Fourth Addition to the Southeast Corner thereof, said Corner being on the South line of the Northeast Quarter of said Section 12; thence North 88 degrees-56'35" east 513.06 feet along said South Line; thence north 01 degrees-03'-25" west 33 feet; thence north 27 degrees 04'-42" east 160.48 feet; thence east 112.15 feet along the arc of a curve concave to the north having a radius of 292.34 feet, a chord length of 111.46 feet and a chord bearing of south 80 degrees-05'-38" east; thence north 01 degrees-05'-00" west 60 feet; thence west 135.55 feet along the arc of a curve concave to the north having a radius of 232.34 feet, a chord length of 133.64 feet and a chord bearing of north 74 degrees-22'-12" west; thence north 36 degrees-42'-31" east 110 feet; thence north 48 degrees-25'-14" west 55 feet; thence north 21 degrees-08'-57" west 60 feet; thence north 07 degrees-04'-36" east 56.30 feet; thence north 13 degrees-03'-07" east 61.61 feet; thence north 00 degrees-04'-55" west 205 feet to the Southeast Corner of Lot 137 in said Old Farm Lakes No. 4; thence south 89 degrees-55'-05" west 170 feet along the South line of said Lot 137 and the South line of Old Farm Road as dedicated in said No. 4 to the Southwest Corner thereof; thence north 00 degrees-04'-55" west 20 feet along the West Line of said Old Farm Road to the Southeast Corner of Lot 155 in said No. 4; thence south 89 degrees-55'-05" west 420 feet along the South Lines of said Lot 155 and Lots 190, 191 and 192 in said No. 4 to the Point of Beginning, containing 10.400 acres.

Old Farm Lakes No. 5, Exhibit "1"

A part of the Northeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Southwest Corner of Lot 126 in Old Farm Lakes No. 3 in the City of Bloomington, Illinois. From said Point of Beginning, thence North 00 degrees 04' 55" West 170 feet along the West Line of said Lot 126 and the West Line of Swan Lake Road as dedicated in said No. 3 to the Northwest Corner thereof; thence North 89 degrees 55' 05" East 26 feet along the North Line of said Swan Lake Road to the Southwest Corner of Lot 150 in said No. 3; thence North 00 degrees 04' 55" West 95 feet along the West Line of said Lot 150 to the Northwest Corner thereof; thence North 89 degrees 55' 05" East 20.07 feet along the North Line of said Lot 150 to the Southwest Corner of Lot 149 in said No. 3; thence North 12 degrees 30' 22" East 106.50 feet along the West Line of said Lot 149 to the Northwest Corner thereof; thence North 04 degrees 33' 25" West 54.84 feet along the West Line of Lot 148 in said No. 3 to the Northwest Corner thereof; thence North 27 degrees 49' 13" West 50.76 feet along the Southwest Line of Lot 147 in said No. 3 to the Westernmost Corner thereof; thence North 45 degrees 22' 37" West 85 feet along the Southwest Line of Lot 146 in said No. 3 to the Westernmost Corner thereof; thence North 63 degrees 02' 02" West 89.48 feet along the Southwest Line of Lot 145 in said No. 3 to the Westernmost Corner thereof; thence South 89 degrees 55' 05" West 95.27 feet along the South Lines of Lots 144 and 143 in Old Farm Lakes No. 2 in the City of Bloomington to the East Line of Lot 141 in Old Farm Lakes No. 4 in the City of Bloomington; thence South 21 degrees 42' 59" West 161.58 feet along the East Lines of said Lot 141 and Lots 140 and 139 in said No. 4; thence South 00 degrees 04' 55" East 359 feet along the East Lines of said Lot 139 and Lots 138 and 137 in said No. 4, and the Southerly Extension thereof; thence South 13 degrees 03' 07" West 61.61 feet to the Westerly Extension of the South Line of Lot 126 in said No. 3; thence North 89 degrees 55' 05" East 268 feet along said Westerly Extension to the Point of Beginning, containing 3.518 acres.

Old Farm Lakes No. 6, Exhibit "1"

EXHIBIT "1"

Lots 221 and 225-255 in Old Farm Lakes No. 5 per plat recorded January 3, 1992 as Document No. 92-196.

Lots 265-268 in Old Farm Lakes No. 6 per plat recorded January 3, 1992 as Document No. 92-197.

Old Farm Lakes - Lots In Additions 5 & 6

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ADDITION	LOT	ADDRESS
05	221	1 Hayloft Road
	222	3 Hayloft Road
	223	5 Hayloft Road
	224	7 Hayloft Road
	225	9 Hayloft Road
	226	11 Hayloft Road
	227	13 Hayloft Road
	228	15 Hayloft Road
	229	17 Hayloft Road
	230	19 Hayloft Road
	231	21 Hayloft Road
	232	23 Hayloft Road
	233	25 Hayloft Road
	234	27 Hayloft Road
	235	29 Hayloft Road
	236	31 Hayloft Road
	237	33 Hayloft Road
	238	35 Hayloft Road
	239	28 Hayloft Road
	240	18 Hayloft Road
	241	16 Hayloft Road
	242	14 Hayloft Road
	243	6 Hayloft Road
	244	4 Hayloft Road
	245	1001 Old Farm Road
	246	1003 Old Farm Road
	247	1005 Old Farm Road
	248	1007 Old Farm Road
	249	1009 Old Farm Road
	250	1010 Old Farm Road
	251	1008 Old Farm Road
	252	1006 Old Farm Road
	253	1004 Old Farm Road
	254	36 Swan Lake Road
	255	37 Swan Lake Road
06	256	9 Blue Lake Court
	257	7 Blue Lake Court
	258	5 Blue Lake Court
	259	3 Blue Lake Court
	260	1 Blue Lake Court
	261	2 Blue Lake Court
	262	4 Blue Lake Court
	263	6 Blue Lake Court
	264	8 Blue Lake Court
	265	28 Swan Lake Road
	266	30 Swan Lake Road
	267	32 Swan Lake Road
	268	34 Swan Lake Road

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ON 01070
Doc No. NOV 3 1992 339 P

SIXTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Sixth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, and Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371 and Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636.

With respect to the property subject to this Sixth Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

<u>Lot</u>	<u>Ranch</u>	<u>Split</u>	<u>Tri-Level</u>	<u>Cape Cod</u>	<u>2 Story</u>
269	1400	1300	1300	1100	1650
270	1400	1300	1300	1100	1650
271	1400	1300	1300	1100	1650
272	1400	1300	1300	1100	1650
273	1400	1300	1300	1100	1650
274	1400	1300	1300	1100	1650
275	1400	1300	1300	1100	1650
276	1400	1300	1300	1100	1650
292	1400	1300	1300	1100	1650
293	1400	1300	1300	1100	1650
291	1400	1400	1400	1150	1740
290	1400	1400	1400	1150	1740
289	1400	1400	1400	1150	1740
288	1400	1400	1400	1150	1740
287	1400	1400	1400	1150	1740
286	1400	1400	1400	1150	1740
285	1400	1400	1400	1150	1740
284	1400	1400	1400	1150	1740

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283	1400	1400	1400	1150	1740
232	1400	1400	1400	1150	1740
281	1450	1500	1500	1200	1900
280	1450	1500	1500	1200	1900
279	1450	1500	1500	1200	1900
278	1450	1500	1500	1200	1900
277	1450	1500	1500	1200	1900

Other Plans - As approved by the Architectural Control Committee

DATED this 21st day of October, 1992.

O.F.L. DEVELOPMENT CO.

BY:

James M. Heitz
President

ATTEST:

James M. Heitz
Secretary

Edmond Heitz
Edmond Heitz

LEGAL DESCRIPTION

EXHIBIT "1"

Surveyor's Declaration

I hereby certify that I have surveyed part of the Northeast Quarter of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows:

Beginning at the Northeast Corner of Old Farm Lakes No. 1, Bloomington, Illinois, said Northeast Corner also being on the North Line of said Section 12. From said Point of Beginning, thence south 00°-04'-51" east 319.47 feet along the East Line of Oakland Avenue as dedicated in said No. 1, the East Line of Outlot 2 and the East Lines of Lots 1 through 3, inclusive, in the Replat of Lots 1, 2, 3 and 4 and Outlot 2 in said No. 1 per plat recorded as Document No. 88-12654, McLean County, Illinois; thence south 01°-18'-32" east 132.62 feet along the East Line of said Lot 3 and the East Line of Lot 4 in said Replat and the East Line of Teal Drive as dedicated in said No. 1; thence south 88°-41'-28" west 10.96 feet along the East Line of said Teal Drive; thence south 01°-18'-32" east 122.11 feet along the East Line of said Teal Drive and the East Line of Lot 5 in said No. 1; thence south 41°-26'-26" west 149.17 feet along the Southeast Line of said Lot 5 and the Southeast Line of Lot 6 in said No. 1 to the Southernmost Corner thereof; thence south 47°-09'-20" east 65.00 feet along the Northeast Line of Outlot 3 in said No. 1; thence south 00°-00'-00" east 149.45 feet along the East Line of said Outlot 3; thence north 88°-41'-28" east 376.59 feet; thence north 01°-18'-32" west 170.00 feet; thence south 88°-41'-28" west 40.34 feet; thence north 01°-18'-32" west 110.00 feet; thence north 19°-01'-55" east 68.26 feet; thence north 06°-46'-20" east 64.64 feet; thence north 05°-53'-40" east 64.51 feet; thence north 02°-34'-40" east 64.15 feet; thence north 01°-18'-32" west 110.00 feet; thence north 88°-41'-28" east 5.00 feet; thence north 01°-18'-32" west 231.70 feet to the North Line of said Section 12; thence south 88°-44'-59" west 310.67 feet along said North Line to the Point of Beginning, containing 6.59 acres.

I further certify that I have subdivided said property into 25 lots numbered 269 through 293, inclusive, one outlot numbered 294, the streets and easements as shown. Said Subdivision is to be known as "Old Farm Lakes No. 7" in the City of Bloomington, McLean County, Illinois.

Old Farm Lakes - Lots In Addition 7

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ADDITION	LOT	ADDRESS
-----	---	-----
07	269	5 Drake Court
	270	7 Drake Court
	271	9 Drake Court
	272	11 Drake Court
	273	13 Drake Court
	274	15 Drake Court
	275	17 Drake Court
	276	3504 Teal Drive
	277	23 Drake Court
	278	25 Drake Court
	279	27 Drake Court
	280	29 Drake Court
	281	31 Drake Court
	282	33 Drake Court
	283	35 Drake Court
	284	37 Drake Court
	285	39 Drake Court
	286	38 Drake Court
	287	26 Drake Court
	288	24 Drake Court
	289	22 Drake Court
	290	20 Drake Court
	291	18 Drake Court
	292	16 Drake Court
	293	6 Drake Court

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Medlor Recordia Recori' Office
 of McLean County MAY 13 1993 1350 o'clock M.
 RUTH WEBER, County Recorder

SEVENTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Seventh Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371, Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636 and Sixth Supplementary Declaration recorded the 3rd day of November, 1992 as Document No. 92-31673.

With respect to the property subject to this Seventh Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

OLD FARM LAKES NO. 10

<u>Lot</u>	<u>Ranch</u>	<u>Split</u>	<u>Tri-Level</u>	<u>Cape Cod</u>	<u>2 Story</u>
Outlot					
295					
296	1400	1400	1400	1250	1650
297	1400	1400	1400	1250	1650
298	1400	1400	1400	1250	1740
299	1400	1400	1400	1250	1740
300	1400	None	None	1300	1900
301	1400	None	None	1300	1900
302	1400	None	None	1300	1900
303	1400	None	None	1300	1900
304	1400	None	None	1300	1900
305	1400	None	None	1300	1900
306	1400	None	None	1300	1900
307	1400	None	None	1300	1900

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Other Plans - As approved by the Architectural Control Committee


DATED this 13th day of May, 1993.

PRENZLER DEVELOPMENT LTD.

BY:


President

ATTEST:


Secretary

3038277423 HAYES ET AL

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LEGAL DESCRIPTION

EXHIBIT "1"

A part of the NE1/4 of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Beginning at the northeast corner of Old Farm Lakes No. 7 on the north line of said Section 12; thence N.88°-45'-03"E. 214.00 feet on the north line of said Section 12; thence S.01°-18'-28"E. 161.60 feet; thence S.02°-30'-23"W. 150.33 feet; thence southwesterly 158.83 feet on a non-tangential curve concave to the northwest having a central angle of 20°-00'-00", a radius of 455.00 feet and a chord of 158.02 feet bearing S.08°-41'-32"W. from the last described course, to a point of reverse curve; thence southeasterly 360.00 feet on a tangential curve concave to the northeast having a central angle of 55°-44'-49", a radius of 370.00 feet and a chord of 345.97 feet bearing S.09°-10'-53"E. from the chord of the last described arc; thence S.52°-56'-42"W. 115.65 feet; thence S.88°-41'-32"W. 140.00 feet to the southeast corner of Lot 285 in Old Farm Lakes No. 7; thence N.01°-18'-28"W. 170.00 feet on the east line of said Lot 285 and the northerly extension thereof to the north right of way line of Drake Court; thence S.88°-41'-32"W. 40.34 feet to the southeast corner of Lot 286 in said Old Farm Lakes No. 7; thence N.01°-18'-28"W. 110.00 feet to the southeast corner of Lot 288 in said Old Farm Lakes No. 7; thence N.19°-01'-59"E. 68.26 feet to the southeast corner of Lot 289 in said Old Farm Lakes No. 7; thence N.06°-46'-24"E. 64.64 feet to the southeast corner of Lot 290 in said Old Farm Lakes No. 7; thence N.05°-53'-44"E. 64.51 feet to the southeast corner of Lot 291 in said Old Farm Lakes No. 7; thence N.02°-34'-44"E. 64.15 feet to the southeast corner of Lot 293 in said Old Farm Lakes No. 7; thence N.01°-18'-28"W. 110.00 feet to the northeast corner of said Lot 293; thence N.88°-41'-32"E. 5.00 feet on the south right of way line of Drake Court; thence N.01°-18'-28"W. 231.70 feet to the Point of Beginning containing 4.13 acres, more or less, with assumed bearings given for description purposes only.

Old Farm Lakes - Lots In Addition 10

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ADDITION	LOT	ADDRESS
-----	---	-----
10	296	3 Drake Court
	297	1 Drake Court
	298	4 Drake Court
	299	2 Drake Court
	300	507 Eddy Road
	301	509 Eddy Road
	302	511 Eddy Road
	303	513 Eddy Road
	304	42 Drake Court
	305	40 Drake Court
	306	43 Drake Court
	307	41 Drake Court

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93 33858
Doc. No. 93 33858 Filed for Record in Recorder's office
of McLean County, Ill. NOV 5 1992 9:53 o'clock A M.
RUTH WEBER, County Recorder

EIGHTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Eighth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371, Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636, Sixth Supplementary Declaration recorded the 3rd day of November, 1992 as Document No. 92-31673 and Seventh Supplementary Declaration recorded the 13th day of May, 1993 as Document No. 93-12553.

With respect to the property subject to this Eighth Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

OLD FARM LAKES NO. 8

<u>Lot</u>	<u>Ranch</u>	<u>Cape Cod</u> 1st Floor	<u>2 Story</u>
345	1450	1350	2000
346	1450	1350	2000
347	1450	1350	2000
348	1450	1350	2000
349	1450	1350	2000
350	1450	1350	2000
351	1450	1350	2000
352	1450	1350	2000
353	1450	1350	2000
354	1450	1350	2000

93 33658

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355	1400	1300	1800
356	1400	1300	1800
357	1400	1300	1800
358	1400	1300	1800
359	1400	1300	1800
360	1400	1300	1800
361	1400	1300	1800
362	1400	1300	1800
363	1400	1300	1800
364	1400	1300	1800
365	1400	1300	1800
366	1400	1300	1800
367	1400	1300	1800
368	1400	1300	1800
Outlot			
"A"	N/A	N/A	N/A


Other Plans - As approved by the Architectural Control Committee

No tri levels or split levels, basements not included in square footage. No walk outs on lower levels on lots abutting the Lake.

DATED this 25th day of October, 1993.

PRENZLER DEVELOPMENT LTD.

BY:


President

ATTEST:

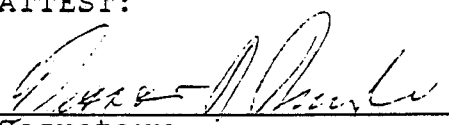

Secretary

EXHIBIT "1"

A part of the NE1/4 of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Beginning at the southeast corner of Old Farm Lakes No. 5 on the south line of the W1/2 of the NE1/4 of said Section 12; thence N.01°-03'-21"W. 33.00 feet to the southernmost corner of Lot 238 in said Old Farm Lakes No. 5; thence N.27°-04'-46"E. 160.48 feet to the northeasterly corner of Lot 238 in said Old Farm Lakes No. 5 on the southerly right of way line of Old Farm Road; thence southeasterly 111.89 feet on a non-tangential curve concave to the northeast having a central angle of 21°-55'-45", a radius of 292.34 feet and a chord of 111.21 feet bearing S.80°-05'-14"E. from the last described course; thence N.01°-03'-06"W. 60.00 feet on the easterly boundary of said Old Farm Lakes No. 5; thence N.88°-56'-54"E. 45.20 feet; thence N.02°-56'-54"E. 110.27 feet; thence N.88°-56'-54"E. 150.31 feet; thence N.84°-17'-54"E. 134.54 feet; thence N.89°-24'-31"E. 170.00 feet; thence N.81°-06'-36"E. 28.30 feet; thence N.55°-05'-19"E. 55.40 feet; thence N.24°-54'-55"E. 22.51 feet; thence S.87°-49'-54"E. 183.03 feet; thence southerly 18.73 feet on a non-tangential curve concave to the east having a central angle of 02°-10'-05", a radius of 495.00 feet and a chord of 18.73 feet bearing S.01°-05'-04"W.; thence S.00°-00'-01"W. 14.14 feet; thence S.89°-59'-59"E. 110.00 feet; thence S.00°-00'-01"W. 335.84 feet to the fence line which marks the line of agreement as recited in a warranty deed to Lewis Farman, recorded February 12, 1872 in Deed Book 88 Page 345; thence S.89°-24'-31"W. 503.54 feet along said fence line to the east line of the W1/2 of the NE1/4 of said Section 12; thence S.00°-03'-29"E. 10.94 feet to the southeast corner of the W1/2 of the NE1/4 of said Section 12; thence S.88°-56'-39"W. 557.90 feet to the Point of Beginning containing 7.29 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into 24 lots, Outlot A, and the streets as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All streets and easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

Said subdivision is to be known as Old Farm Lakes No. 8 Bloomington, Illinois.

Old Farm Lakes - Lots In Addition 8

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ADDITION	LOT	ADDRESS
-----	---	-----
08	345	28 Prenzler Drive
	346	18 Prenzler Drive
	347	16 Prenzler Drive
	348	14 Prenzler Drive
	349	12 Prenzler Drive
	350	10 Prenzler Drive
	351	8 Prenzler Drive
	352	6 Prenzler Drive
	353	4 Prenzler Drive
	354	2 Prenzler Drive
	355	1 Prenzler Drive
	356	3 Prenzler Drive
	357	5 Prenzler Drive
	358	7 Prenzler Drive
	359	9 Prenzler Drive
	360	11 Prenzler Drive
	361	13 Prenzler Drive
	362	15 Prenzler Drive
	363	17 Prenzler Drive
	364	19 Prenzler Drive
	365	21 Prenzler Drive
	366	23 Prenzler Drive
	367	25 Prenzler Drive
	368	27 Prenzler Drive

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93 39703

Doc. No. _____ filed for Record in Recorder's Office
of McLean County, Ill. DEC 22 1993 at 2:22 (41) o'clock M.
RUTH WEBER, County Recorder

NINTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Ninth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371, Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636, Sixth Supplementary Declaration recorded the 3rd day of November, 1992 as Document No. 92-31673, Seventh Supplementary Declaration recorded the 13th day of May, 1993 as Document No. 93-12553 and Eighth Supplementary Declaration recorded the 5th day of November, 1993 as Document No. 93-33658.

With respect to the property subject to this Ninth Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

OLD FARM LAKES NO. 11

<u>Lot</u>	<u>Ranch</u>	<u>Cape Cod</u>	<u>2 Story</u>
332	1450	1350	2000
333	1450	1350	2000
334	1450	1350	2000
335	1450	1350	2000
336	1450	1350	2000
337	1450	1350	2000
338	1450	1350	2000
339	1450	1350	2000
340	1450	1350	2000

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341	1450	1350	2000
342	1400	1300	2000
343	1400	1300	2000
344	1400	1300	2000
369	1400	1300	1900
370	1400	1300	1900
371	1400	1300	1900
372	1400	1300	1900
373	1400	1300	1900
374	1400	1300	1900
375	1400	1300	1900
376	1400	1300	1900
377	1400	1300	1900
378	1400	1300	1900
379	1400	1300	1900

Other Plans - As approved by the Architectural Control Committee

DATED this 22nd day of December, 1993.

PRENZLER DEVELOPMENT LTD.

BY:



President

ATTEST:



Secretary

EXHIBIT "1"

A part of the NE1/4 of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Beginning at the northeast corner of Lot 368 in Old Farm Lakes No. 8; thence N.89°-59'-59"W. 110.00 feet to the northwest corner of Lot 368 in said Old Farm Lakes No. 8; thence N.00°-00'-01"E. 14.14 feet on the east right of way line of Prenzler Drive; thence northeasterly 18.73 feet on a tangential curve concave to the southeast having a central angle of 02°-10'-05", a radius of 495.00 feet and a chord of 18.73 feet bearing N.01°-05'-04"E. from the last described course; thence N.87°-49'-54"W. 183.03 feet to the northwest corner of Lot 345 in Old Farm Lakes No. 8; thence N.24°-54'-55"E. 32.19 feet; thence N.06°-36'-23"E. 60.44 feet; thence N.13°-25'-49"E. 81.72 feet; thence N.20°-27'-17"E. 81.72 feet; thence N.27°-28'-44"E. 81.72 feet; thence N.34°-24'-00"E. 79.32 feet; thence N.39°-03'-06"E. 67.50 feet; thence N.35°-34'-03"E. 59.72 feet; thence N.31°-27'-10"E. 64.92 feet; thence N.41°-31'-10"E. 102.96 feet; thence N.51°-01'-00"E. 32.20 feet; thence N.34°-58'-02"E. 32.20 feet; thence N.16°-46'-28"E. 32.20 feet; thence S.89°-59'-59"E. 209.04 feet; thence S.00°-00'-01"W. 30.00 feet; thence S.89°-59'-51"E. 120.24 feet; thence N.00°-00'-09"E. 47.66 feet; thence northeasterly 150.11 feet on a tangential curve concave to the southeast having a central angle of 22°-41'-23", a radius of 379.05 feet and a chord of 149.13 feet bearing N.11°-20'-50"E. from the last described course; thence northwesterly 314.16 feet on a tangential curve concave to the southwest having a central angle of 80°-00'-00", a radius of 225.00 feet and a chord of 289.25 feet bearing N.17°-18'-28"W. from the chord of the last described course; thence N.57°-18'-28"W. 100.00 feet to the southerly right of way line of Eddy Road in Old Farm Lakes No. 9; thence N.32°-41'-32"E. 60.00 feet to the northerly right of way line of Eddy Road in said Old Farm Lakes No. 9; thence S.57°-18'-28"E. 100.00 feet; thence southeasterly 397.94 feet on a

tangential curve concave to the southwest having a central angle of 80°-00'-00", a radius of 285.00 feet and a chord of 366.39 feet bearing S.17°-18'-28"E. from the last described course; thence southwesterly 126.35 feet on a tangential curve concave to the southeast having a central angle of 22°-41'-23", a radius of 319.05 feet and a chord of 125.52 feet bearing S.11°-20'-50"W. from the chord of the last described course; thence S.00°-00'-09"W. 191.64 feet; thence southwesterly 151.48 feet on a tangential curve concave to the northwest having a central angle of 30°-59'-48", a radius of 280.00 feet and a chord of 149.64 feet bearing S.15°-30'-03"W. from the last described course; thence N.59°-00'-03"W. 60.00 feet; thence N.68°-12'-41"W. 113.08 feet; thence S.40°-21'-49"W. 254.94 feet; thence S.39°-25'-01"W. 70.55 feet; thence S.29°-25'-54"W. 86.80 feet; thence S.16°-29'-12"W. 86.80 feet; thence S.04°-08'-03"W. 81.29 feet to the Point of Beginning containing 7.09 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into 24 lots and the streets as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All streets and easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

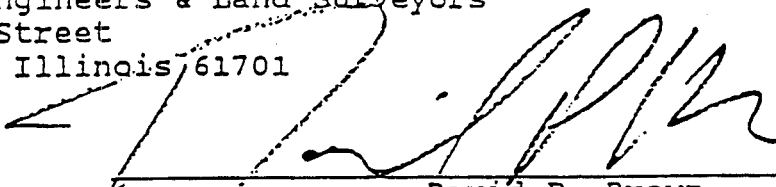
Said subdivision is to be known as Old Farm Lakes No. 11, Bloomington, Illinois.

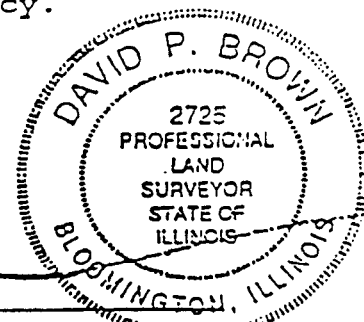
I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main Street
Bloomington, Illinois 61701

09/24/93
Date


David P. Brown
Illinois Professional Land Surveyor No. 2725



S-36

Old Farm Lakes - Lots In Addition 11

ADDITION	LOT	ADDRESS
-----	---	-----
11	332	54 Prenzler Drive
	333	52 Prenzler Drive
	334	50 Prenzler Drive
	335	48 Prenzler Drive
	336	46 Prenzler Drive
	337	44 Prenzler Drive
	338	42 Prenzler Drive
	339	40 Prenzler Drive
	340	38 Prenzler Drive
	341	36 Prenzler Drive
	342	34 Prenzler Drive
	343	32 Prenzler Drive
	344	30 Prenzler Drive
	369	29 Prenzler Drive
	370	31 Prenzler Drive
	371	33 Prenzler Drive
	372	35 Prenzler Drive
	373	37 Prenzler Drive
	374	39 Prenzler Drive
	375	41 Prenzler Drive
	376	43 Prenzler Drive
	377	45 Prenzler Drive
	378	49 Prenzler Drive
	379	53 Prenzler Drive

91 14986 S-37

TENTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

Old Farm Lakes No. 9 & 12

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Ninth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371, Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636, Sixth Supplementary Declaration recorded the 3rd day of November, 1992 as Document No. 92-31673, Seventh Supplementary Declaration recorded the 13th day of May, 1993 as Document No. 93-12553, Eighth Supplementary Declaration recorded the 5th day of November, 1993 as Document No. 93-33658 and Ninth Supplementary Declaration recorded the 22nd day of December, 1993 as Document No. 93-39703.

With respect to the property subject to this Tenth Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

OLD FARM LAKES NO. 9

<u>Lot</u>	<u>1 Story</u>	<u>1 1/2 Story</u>	<u>2 Story</u>
308	1600	1800 w/1300 1st	2000
309	1400	1700 w/1700 1st	1900
310	1400	1700 w/1700 1st	1900
328	1600	1600 w/1300 1st	2000
329	1700	1900 w/1400 1st	2100
330	1700	1900 w/1400 1st	2100
331	1700	1900 w/1400 1st	2100

OLD FARM LAKES NO. 12

<u>Lot</u>	<u>1 Story</u>	<u>1 1/2 Story</u>	<u>2 Story</u>
311	1400	1700 w/1700 1st	1900
312	1400	1700 w/1700 1st	1900
313	1400	1700 w/1700 1st	1900
314	1400	1700 w/1700 1st	1900
315	1600	1600 w/1300 1st	2000
316	1700	1900 w/1400 1st	2100
317	1600	1600 w/1300 1st	2000
318	1700	1900 w/1400 1st	2100
319	1600	1600 w/1300 1st	2000
320	1600	1800 w/1300 1st	2000
321	1700	1900 w/1400 1st	2100
322	1700	1900 w/1400 1st	2100
323	1700	1900 w/1400 1st	2100
324	1700	1900 w/1400 1st	2100
325	1700	1900 w/1400 1st	2100
326	1700	1900 w/1400 1st	2100
327	1600	1800 w/1300 1st	2000

Other Plans - As approved by the Architectural Control Committee

No tri-level or split level homes are permitted.

All homes shall have a 2 or 3 car attached garage.

All lots shall be sodded front, back and sides by builder/buyer prior to occupancy weather permitting.

All lots shall be landscaped by builder/buyer prior to occupancy weather permitting in the following minimum dollar amounts:

Lots 316, 318, 321 to 326, 329, 330, 331, 308, 320 and 327 - \$2,500.00

Lots 315, 317, 319, 328 - \$2,000.00

Lots 309 to 314 - \$1,500.00

exclusive of the cost of sod.

For the purpose of this Tenth Restrictive Covenant and the property it encumbers the Architectural Control Committee provided for in Paragraph VI Section 1 of the Declaration shall consist of 2 members Vernon Prenzler, and either Brian Armstrong or Bob Cornwell. Decisions shall be made by agreement of both members of the Committee which agreement shall not be unreasonably withheld.

All sidewalks are to be built by buyer/builder not subdivider.

Lots 328 - 331 in the 9th Addition and Lots 315 - 327 in the 12th

Addition and shall be subject to the following additional restrictions for the purpose of retaining open views to and the enjoyment of the lake:

1. no fence in the rear yard;
2. no dogs over 15" in height;
3. no dog chains stuck in the ground;
4. decks if any to be approved in advance as part of the Architectural Review Committee's plan approval;
5. no decks built limiting lake view of adjoining lots.


DATED this 25th day of May, 1994.

PRENZLER DEVELOPMENT LTD.

BY:


President

ATTEST:


Secretary

94 14986

EXHIBIT "1"

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

A part of the NE1/4 of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Beginning at the southeast corner of Old Farm Lakes No. 10; thence southeasterly 130.79 feet on a curve concave to the northeast having a central angle of 20°-15'-11", a radius of 370.00 feet and a chord of 130.11 feet bearing S.47°-10'-53"E.; thence S.57°-18'-28"E. 250.00 feet; thence S.32°-41'-32"W. 60.00 feet; thence N.57°-18'-28"W. 75.00 feet; thence S.60°-57'-14"W. 55.21 feet; thence S.81°-09'-21"W. 45.00 feet; thence S.56°-57'-11"W. 45.00 feet; thence S.59°-00'-03"W. 51.00 feet; thence S.68°-16'-03"W. 51.00 feet; thence S.89°-04'-31"W. 37.00 feet; thence S.53°-00'-06"W. 36.50 feet; thence S.88°-41'-32"W. 87.10 feet; thence N.01°-18'-28"W. 120.00 feet; thence S.88°-41'-32"W. 45.19 feet; thence N.01°-18'-28"W. 170.00 feet to the south line of Old Farm Lakes No. 10; thence N.88°-41'-32"E. 124.00 feet on said south line of Old Farm Lakes No. 10; thence N.52°-56'-42"E. 115.65 feet to the Point of Beginning containing 2.39 acres, more or less, with assumed bearings given for description purposes only.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All streets and easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

S-41

94 14986

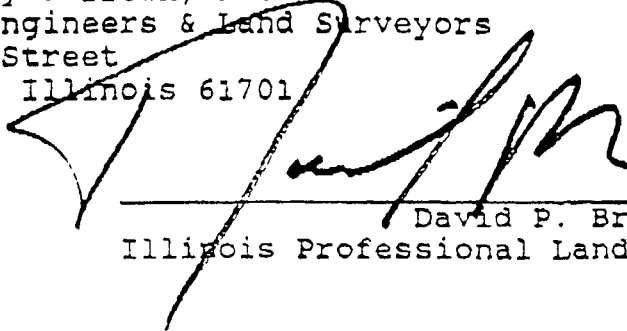
Said subdivision is to be known as Old Farm Lakes No. 9
Bloomington, Illinois.

I further certify that the foregoing plat accompanying this
certificate accurately represents the above described property as
subdivided.

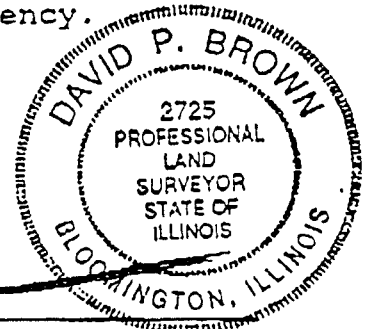
I further certify that no part of said herein described
subdivision is located within a special flood hazard area as
identified by the Federal Emergency Management Agency.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main Street
Bloomington, Illinois 61701

03/25/93
Date



David P. Brown
Illinois Professional Land Surveyor No. 2725



94 14986

STATE OF ILLINOIS)
) ss
COUNTY OF MCLEAN)

A part of the NE1/4 of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Beginning at the northwest corner of Lot 310 in Old Farm Lakes No. 9; thence S.01°-18'-28"E. 170.00 feet on the line of said Old Farm Lakes No. 9 to the south right of way line of Cygnet Crossing; thence N.88°-41'-32"E. 45.19 feet to the northwest corner of Lot 328 in said Old Farm Lakes No. 9; thence S.01°-18'-28"E. 120.00 feet to the southwest corner of said Lot 328; thence N.88°-41'-32"E. 87.10 feet on the line of Old Farm Lakes No. 9; thence S.34°-50'-05"W. 44.47 feet; thence S.04°-37'-29"W. 34.38 feet; thence S.12°-07'-57"W. 65.53 feet; thence S.35°-06'-26"W. 56.00 feet; thence S.55°-10'-09"W. 65.00 feet; thence S.75°-27'-55"W. 66.42 feet; thence N.79°-45'-42"W. 63.63 feet; thence N.60°-00'-19"W. 65.00 feet; thence N.36°-43'-05"W. 65.00 feet; thence N.19°-01'-33"W. 63.41 feet; thence N.09°-38'-06"W. 70.86 feet; thence S.84°-07'-02"W. 113.74 feet; thence N.36°-09'-50"W. 46.02 feet; thence N.10°-49'-09"W. 123.00 feet; thence N.00°-09'-45"W. 65.30 feet to the south line of Outlot 3 in Old Farm Lakes No. 1; thence N.72°-30'-04"E. 15.00 feet on the line of said Outlot 3 in Old Farm Lakes No. 1; thence N.00°-00'-04"E. 70.55 feet to the southwest corner of Lot 281 in Old Farm Lakes No. 7; thence N.88°-41'-32"E. 392.59 feet on the south line of Old Farm Lakes No. 7 and Old Farm Lakes No. 10 to the Point of Beginning containing 4.30 acres, more or less, with assumed bearings given for description purposes only.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All streets and easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

OLD FARM LAKES NO. 12

S-43

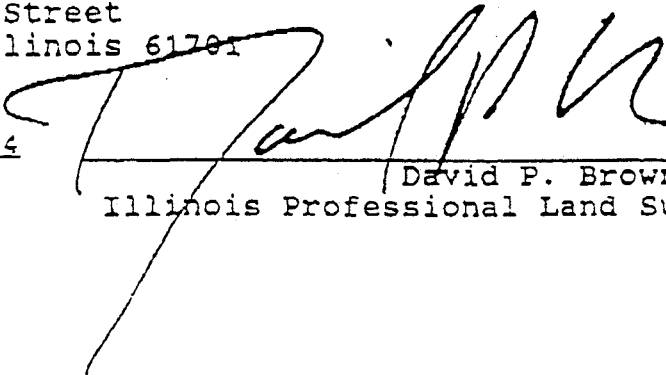
94 14986

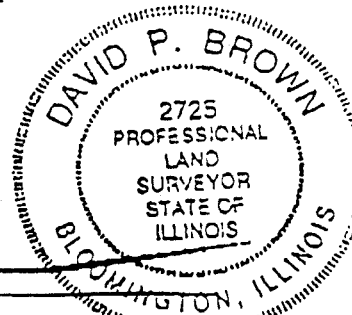
I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency.

Lewis, Yockey and Brown, Inc.
Consulting Engineers and Land Surveyors
505 North Main Street
Bloomington, Illinois 61701

January 19, 1994
Date


David P. Brown
Illinois Professional Land Surveyor No. 2725



S-44

96- 5084

MICROFILMED

02-28-1996 03:48:03 PM

RUTH WEBER, Recorder

McLean County, IL

DEED RESTRICTION AND PROTECTIVE COVENANT

The undersigned, Custom Collections, Inc. is the owner of the following described property:

A part of Lot 321 in Old Farm Lakes No. 12 per the plat recorded the 1st day of June, 1994 as document no. 94-14985, more particularly described as follows:

Beginning at a point on the northerly line of the lot 55' easterly of the northwest corner thereof, thence westerly along the northerly line to the northwest corner of the lot, thence southerly along the westerly line of the lot to the southwest corner thereof, thence easterly along the southerly line of the lot 30' to a point thence northeasterly to the point of beginning.

(05) 21-12-229-006 (part of)

Owner hereby restricts the use of the property described

above as follows:

1. No building, structure, fence, cage or other improvement of any kind and no tree, bush, evergreen or landscaping that at maturity will have a height greater than 2' will be permitted in the area described above.

This restriction shall be enforceable by the owners of the following property, their successors, heirs and assigns:

Lot 319, Old Farm Lakes, #12.

In addition, this covenant may be enforced by the Old Farm Lakes Property Owner's Association, its successors and assigns.

S-45

96 5084

DATED this 21 day of February, 1996.

CUSTOM COLLECTIONS, INC.

by: Brian Armstrong

Attest:

Robert L. Cornwell

CORPORATE NOTARY

STATE OF Illinois)

) SS:

COUNTY OF McLean)

I, THE UNDERSIGNED, a Notary Public in and for said County and State aforesaid, do hereby certify that Brian Armstrong personally known to me to be the Robert L. Cornwell of Custom Collections, Inc. and Cornwell personally known to me to be the Robert L. Cornwell of said corporation whose names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledged that as said Robert L. Cornwell and Robert L. Cornwell of said corporation, they signed and caused the seal of said corporation to be affixed thereto, (if the corporation uses a corporate seal) pursuant to authority given by the Board of Directors of said corporation and as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21ST day of

February, 1996.

"OFFICIAL SEAL"
FRANK MILES
Notary Public, State of Illinois
My Commission Expires 07/97

My

commission

expires

on

Frank Miles
NOTARY PUBLIC

This document prepared by and should be returned to:

Frank Miles
Hayes, Hammer, Miles, Cox & Ginzkey
202 North Center Street
Bloomington, Illinois 61701
309/828-7331

S-46

Old Farm Lakes - Lots In Additions 9 & 12

ADDITION	LOT	ADDRESS
-----	---	-----
9	308	18 Cygnet Crossing
	309	16 Cygnet Crossing
	310	14 Cygnet Crossing
	328	15 Cygnet Crossing
	329	17 Cygnet Crossing
	330	19 Cygnet Crossing
	331	21 Cygnet Crossing
12	311	12 Cygnet Crossing
	312	10 Cygnet Crossing
	313	8 Cygnet Crossing
	314	6 Cygnet Crossing
	315	4 Cygnet Crossing
	316	2 Cygnet Crossing
	317	1 Cygnet Crossing
	318	3 Cygnet Crossing
	319	5 Cygnet Crossing
	320	7 Cygnet Crossing
	321	3 Mallard Court
	322	5 Mallard Court
	323	7 Mallard Court
	324	8 Mallard Court
	325	6 Mallard Court
	326	4 Mallard Court
	327	2 Mallard Court

ELEVENTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

OLD FARM LAKES NO. 13

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Ninth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371, Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636, Sixth Supplementary Declaration recorded the 3rd day of November, 1992 as Document No. 92-31673, Seventh Supplementary Declaration recorded the 13th day of May, 1993 as Document No. 93-12553, Eighth Supplementary Declaration recorded the 5th day of November, 1993 as Document No. 93-33658; Ninth Supplementary Declaration recorded the 22nd day of December, 1993 as Document No. 93-39703 and Tenth Supplementary Declaration recorded the 1st day of June 1994 as Document No. 94-14986.

With respect to the property subject to this Eleventh Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

OLD FARM LAKES NO. 13

<u>Lot</u>	<u>1 Story</u>	<u>Cape Cod</u> <u>1st Floor</u>	<u>2 Story</u>
430	1450	1350	1900
431	1450	1300	1900
432	1450	1300	1900

S-48

94 24960

<u>Lot</u>	<u>1 Story</u>	<u>Cape Cod</u> <u>1st Floor</u>	<u>2 Story</u>
433	1450	1300	1900
434	1450	1300	1900

Other Plans - As approved by the Architectural Control Committee
No tri-level or split level homes are permitted.

All homes shall have a 2 or 3 car attached garage.

All lots shall be sodded front and sides by builder/buyer prior
to occupancy weather permitting.

DATED this 12th day of September, 1994.

PRENZLER DEVELOPMENT LTD.

BY:


President

POA
Vernon R. Prezler

ATTEST:


Secretary

POA
Vernon R. Prezler

Lot Lines Intersecting Curvilinear Street
R.O.W. Line are Non-Radial Unless Noted
Otherwise.

94 24960

S-49

LEGAL DESCRIPTION

EXHIBIT "1"

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)

COUNTY OF MCLEAN) ss

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, do hereby certify that I have surveyed, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington, for Prenzler Development Ltd. the following described property to wit:

A part of the NE¼ of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Commencing at the southeast corner of Lot 379 in Old Farm Lakes No. 11; thence S.59°-00'-03"E. 60.00 feet to the east right of way line of Eddy Road; thence northeasterly on said east right of way line of Eddy Road 26.19 feet on a non-tangential curve concave to the northwest having a central angle of 05°-21'-33", a radius of 280.00 feet and a chord of 26.18 feet bearing N.28°-19'-11"E. from the last described course to the Point of Beginning; thence northeasterly on said east line of Eddy Road 125.29 feet of a tangential curve concave to the northwest having a central angle of 25°-38'-15", a radius of 280.00 feet and a chord of 124.25 feet bearing N.12°-49'-16"E. from the chord of the last described arc; thence N.00°-00'-09"E. 191.64 feet on said east line of Eddy Road; thence northeasterly on said east line of Eddy Road 109.58 feet on a tangential curve concave to the southeast having a central angle of 19°-40'-43", a radius of 319.05 feet and a chord of 109.04 feet bearing N.09°-50'-30"E. from the last described course; thence S.75°-42'-52"E. 56.76 feet; thence southeasterly 49.87 feet on a tangential curve concave to the northeast having a central angle of 14°-17'-08", a radius of 200.00 feet and a chord of 49.74 feet bearing S.82°-51'-26"E. from the last described course; thence S.00°-00'-00"W. 60.00 feet; thence northwesterly 18.37 feet on a non-tangential curve concave to the northeast having a central angle of 04°-02'-55", a radius of 260.00 feet and a chord of 18.37 feet bearing N.87°-58'-32"W. from the last described course; thence S.00°-00'-00"W. 219.54 feet; thence S.07°-33'-14"W. 175.08 feet; thence N.64°-21'-36"W. 121.15 feet to the Point of Beginning containing 1.07 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into lots as shown on the attached plat.

Iron monuments identify all lot corners as shown on plat and all measurements are given in feet and decimals. All streets and easements designated on said plat are for public use and for the use of community water and sewer systems.

Said subdivision is to be known as Old Farm Lakes Subdivision, Bloomington, Illinois.

I further certify that the foregoing plat and certificate accurately represents the above described subdivided.

S-50

Old Farm Lakes - Lots In Additions 13

ADDITION	LOT	ADDRESS
-----	---	-----
13	430	804 Eddy Road
	431	802 Eddy Road
	432	706 Eddy Road
	433	704 Eddy Road
	434	702 Eddy Road

95 12616

TWELFTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

S-51

OLD FARM LAKES NO. 14

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Twelfth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371, Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636, Sixth Supplementary Declaration recorded the 3rd day of November, 1992 as Document No. 92-31673, Seventh Supplementary Declaration recorded the 13th day of May, 1993 as Document No. 93-12553, Eighth Supplementary Declaration recorded the 5th day of November, 1993 as Document No. 93-33658; Ninth Supplementary Declaration recorded the 22nd day of December, 1993 as Document No. 93-39703, Tenth Supplementary Declaration recorded the 1st day of June 1994 as Document No. 94-14986, Eleventh Supplementary Declaration recorded the 22nd day of September 1994 as Document No. 94-24960.

With respect to the property subject to this Twelfth Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

	1-story	Cape Cod 1st floor	2-story
Lots 380-387	1450	1300	1900
Lots 411-429	1450	1300	1900
Lots 435-447	1450	1300	1900

95- 12616
06-29-1995 10:41:13 AM
RUTH WEBER, Recorder
McLean County, IL

S-52

95 12616

All Building Plans - As approved by the Architectural Control Committee

No tri-level or split level homes are permitted.

All homes shall have a 2 or 3 car attached garage.

All lots shall be sodded front and sides by builder/buyer prior to occupancy weather permitting.

DATED this 29th day of June, 1995.

PRENZLER DEVELOPMENT LTD.

BY: 
President

ATTEST:


Secretary

Prepared by and Return to Frank Miles
202 N. Center Street
Bloomington, IL 61701

95 12316

S-53

LEGAL DESCRIPTION

EXHIBIT "1"

Tract 1: A part of the NE¼ of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Beginning at the southwest corner of Lot 430 in Old Farm Lakes No. 13; thence S.64°-21'-36"E, 121.13 feet to the southeast corner of said Lot 430; thence N.07°-33'-14"E, 175.08 feet to the southeast corner of Lot 432 in Old Farm Lakes No. 13; thence N.00°-00'-00"E, 219.54 feet to the northeast corner of Lot 434 in said Old Farm Lakes No. 13; thence southeasterly on the south right of way line of Stark Drive 16.37 feet on a non-tangential curve concave to the northeast having a central angle of 04°-02'-55", a radius of 250.00 feet and a chord of 18.37 feet bearing S.67°-56'-32"E, from the last described course; thence N.00°-00'-00"E, 60.00 feet to the northeast corner of Old Farm Lakes No. 13; thence S.90°-00'-00"E, 251.64 feet to the east line of the NE¼ of Section 12; thence S.00°-00'-00"W, 642.88 feet on said east line of the NE¼ of Section 12; thence S.89°-24'-31"W, 663.94 feet; thence N.89°-59'-51"W, 60.00 feet; thence N.00°-00'-09"E, 11.06 feet; thence N.89°-59'-51"W, 110.22 feet to the southeast corner of Lot 369 in Old Farm Lakes No. 11; thence N.04°-08'-03"E, 81.29 feet on the east line of said Old Farm Lakes No. 11; thence N.16°-29'-12"E, 86.80 feet on said east line of Old Farm Lakes No. 11; thence N.29°-25'-54"E, 86.80 on said east line of Old Farm Lakes No. 11; thence N.39°-25'-01"E, 70.55 feet on said east line of Old Farm Lakes No. 11; thence N.40°-21'-49"E, 254.94 feet on said east line of Old Farm Lakes No. 11 to the southwest corner of Lot 379 in said Old Farm Lakes No. 11; thence S.66°-12'-41"E, 113.08 feet to the southeast corner of said Lot 379; thence S.53°-00'-03"E, 60.00 feet to the east right of way line of Eddy Road as dedicated in said Old Farm Lakes No. 11; thence northeasterly 26.19 feet on said right of way line on a non-tangential curve concave to the northwest having a central angle of 05°-21'-33", a radius of 250.00 feet and a chord of 26.18 feet bearing N.28°-19'-11"E, from the last described course to the Point of Beginning containing 10.38 acres, more or less, with assumed bearings given for description purposes only.

Together with the following described tract:

Tract 2: A part of the NE¼ of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Beginning at the northeast corner of Lot 332 in Old Farm Lakes No. 11; thence N.89°-59'-51"W, 120.24 feet to the northwest corner of said Lot 332; thence N.00°-00'-01"E, 30.00 feet to the northeast corner of Lot 333 in Old Farm Lakes No. 11; thence N.89°-59'-59"W, 209.04 feet to the northwest corner of Lot 335 in said Old Farm Lakes No. 11; thence N.00°-46'-56"W, 38.50 feet; thence N.22°-25'-33"W, 38.50 feet; thence northeasterly on a non-tangential curve concave to the southeast having a central angle of 133°-53'-12", a radius of 170.00 feet and a chord of 312.84 feet bearing N.34°-28'-05"E, from the last described course to a point of reverse curve; thence northeasterly on a curve concave to the northwest having a central angle of 65°-53'-30", a radius of 61.00 feet and a chord of 67.24 feet bearing N.67°-57'-56"E, from the chord of the last described arc; thence N.34°-31'-11"E, 95.78 feet to the westerly right of way line of Eddy Road as dedicated in said Old Farm Lakes No. 11; thence southeasterly on said right of way line 307.14 feet on a non-tangential curve concave to the southwest having a central angle of 78°-12'-46", a radius of 225.00 feet and a chord of 283.84 feet bearing S.16°-24'-51"E, from the last described course to a point of reverse curve; thence southwesterly on said right of way line on a curve concave to the southeast having a central angle of 22°-41'-23", a radius of 379.05 and a chord of 149.13 feet bearing S.11°-20'-50"W, from the chord of the last described arc; thence S.00°-00'-09"W, 47.66 feet to the Point of Beginning containing 3.10 acres, more or less, with assumed bearings given for description purposes only.

(05)21-12-276-008

S-54

Old Farm Lakes - Lots In Additions 14

ADDITION	LOT	ADDRESS
-----	---	-----
14	380	807 Eddy Road
	381	809 Eddy Road
	382	811 Eddy Road
	383	901 Eddy Road
	384	903 Eddy Road
	385	905 Eddy Road
	386	907 Eddy Road
	387	909 Eddy Road
	411	906 Eddy Road
	412	904 Eddy Road
	413	902 Eddy Road
	414	3 Minks Court
	415	5 Minks Court
	416	7 Minks Court
	417	9 Minks Court
	418	11 Minks Court
	419	13 Minks Court
	420	15 Minks Court
	421	14 Minks Court
	422	12 Minks Court
	423	10 Minks Court
	424	8 Minks Court
	425	6 Minks Court
	426	4 Minks Court
	427	810 Eddy Road
	428	808 Eddy Road
	429	806 Eddy Road
	435	1 Joslin Court
	436	3 Joslin Court
	437	5 Joslin Court
	438	7 Joslin Court
	439	9 Joslin Court
	440	11 Joslin Court
	441	14 Joslin Court
	442	12 Joslin Court
	443	10 Joslin Court
	444	8 Joslin Court
	445	6 Joslin Court
	446	4 Joslin Court
	447	2 Joslin Court

S-55
96 7265

THIRTEENTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

OLD FARM LAKES NO. 15

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Thirteenth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371, Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636, Sixth Supplementary Declaration recorded the 3rd day of November, 1992 as Document No. 92-31673, Seventh Supplementary Declaration recorded the 13th day of May, 1993 as Document No. 93-12553, Eighth Supplementary Declaration recorded the 5th day of November, 1993 as Document No. 93-33658; Ninth Supplementary Declaration recorded the 22nd day of December, 1993 as Document No. 93-39703, Tenth Supplementary Declaration recorded the 1st day of June 1994 as Document No. 94-14986, Eleventh Supplementary Declaration recorded the 22nd day of September 1994 as Document No. 94-24960, Twelfth Supplementary Declaration recorded the 29th day of June, 1995 as document 95-12626.

With respect to the property subject to this Thirteenth Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

Lot	1-story	Cape Cod	2-story
		1st floor	
388-410	1450	1300	1900

96- 7265
03-19-1996 04:09:01 PM
RUTH WEBER, Recorder

S-56

96 7265

All Building Plans - As approved by the Architectural Control Committee

No tri-level or split level homes are permitted.

All homes shall have a 2 or 3 car attached garage.

All lots shall be sodded front and sides by builder/buyer prior to occupancy weather permitting.

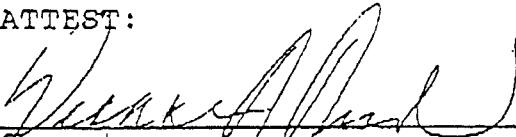
All public sidewalks are to be built by buyer/builder.

DATED this 18th day of March, 1996.

PRENZLER DEVELOPMENT LTD.

BY: 
President

ATTEST:


Secretary

Prepared by:
Frank Miles
Hayes, Hammer, Miles, Cox & Ginzkey
202 North Center Street
Bloomington, Illinois 61701
309/828-7331

S-57

96 7265

LEGAL DESCRIPTION

EXHIBIT "1"

A part of the NE¼ of Section 12, Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly bounded and described as follows: Beginning at the southwest corner of Lot 387 in Old Farm Lakes No. 14; thence S.89°-59'-51"E. 110.22 feet to the southeast corner of said Lot 387; thence S.00°-00'-09"W. 11.06 feet on the west right of way line of Eddy Road to the south line of said Old Farm Lakes No. 14; thence S.89°-59'-51"E. 60.00 feet to the southwest corner of Lot 411 in said Old Farm Lakes No. 14; thence N.89°-24'-31"E. 683.94 feet to the southeast corner of Lot 420 in said Old Farm Lakes No. 14; thence S.00°-00'-00"W. 323.02 feet on the east line of the NE¼ of Section 12 to the fence line which marks the line of agreement as recited in a warranty deed to Lewis Farman, recorded February 12, 1872 in Deed Book 88 Page 345 in the McLean County Recorder of Deeds Office; thence S.89°-24'-31"W. 854.17 feet along said fence line to the southeast corner of Old Farm Lakes No. 8; thence N.00°-00'-01"E. 335.84 feet to the Point of Beginning containing 6.37 acres, more or less, with assumed bearings given for description purposes only.

(05) 21-12-276-008

S-58

96- 9205
04-08-1996 03:40:20 PM
RUTH WEBER, Recorder
McLean County, IL

SCANNED

RATIFICATION OF THIRTEENTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT #15

WHEREAS the 13th Supplementary Declaration of Covenants and Restrictions for Old Farm Lakes Development #15 were recorded on March 19, 1996 as document no. 96-7265, and

WHEREAS the recording of the covenants preceded the recording of the final plat of the subdivision, and

WHEREAS the subdivision was recorded the 8th day of April, as document no. 96-9204, and

WHEREAS it is the desire of the subdivision to have the covenants applied to each of the lots platted in the subdivision despite the order of recording.

THEREFOR, this indenture witnesseth that the 13th Supplementary Declaration of Covenants and Restrictions of Old Farm Lakes Development #15 dated March 18, 1996 recorded March 19, 1996 as document no. 96-7265 be and there hereby ratified and affirmed and made applicable to each of the lots platted in the recorded final plat of Old Farm Lakes #15 per the plat recorded the 8th day of April, 1996 as document no. 96-9204.

PRENZLER DEVELOPMENT LTD.

by: 

Attest: 

Return To:

Prepared by:

Frank Miles

Hayes, Hammer, Miles, Cox & Ginzkey

202 North Center Street

Bloomington, Illinois 61701

309/828-7331

Tax Parcel: (05)21-12-276-008

Old Farm Lakes - Lots In Additions 15

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ADDITION	LOT	ADDRESS
-----	---	-----
15	388	911 Eddy Road
	389	913 Eddy Road
	390	915 Eddy Road
	391	917 Eddy Road
	392	916 Eddy Road
	393	3 Lexis Court
	394	5 Lexis Court
	395	7 Lexis Court
	396	9 Lexis Court
	397	11 Lexis Court
	398	13 Lexis Court
	399	15 Lexis Court
	400	17 Lexis Court
	401	19 Lexis Court
	402	18 Lexis Court
	403	16 Lexis Court
	404	14 Lexis Court
	405	12 Lexis Court
	406	10 Lexis Court
	407	8 Lexis Court
	408	6 Lexis Court
	409	4 Lexis Court
	410	2 Lexis Court

96 9207

S-60

FOURTEENTH SUPPLEMENTARY
DECLARATION OF COVENANTS AND RESTRICTIONS
OLD FARM LAKES DEVELOPMENT

OLD FARM LAKES NO. 16

Section 1: Pursuant to Article II of the Declaration of Covenants and Restrictions Old Farm Lakes Development recorded in the Office of the Recorder of Deeds of McLean County on the 17th day of April, 1987 as Document No. 87-7405 the undersigned by recording this Thirteenth Supplementary Declaration hereby adds the property described in Exhibit "1" being property within the description of the Exhibit "B" description contained in the original declaration to the scheme and operation of the Old Farm Lakes Development as defined and delineated by Document No. 87-7405.

Section 2: A revised vote allocation schedule is attached hereto and made a part hereof as Exhibit "2" and supplements and adds to the vote allocation schedule attached as Exhibit "C" to the original Declaration as supplemented by the First Supplementary Declaration recorded as Document No. 88-16333, Second Supplementary Declaration recorded as Document No. 89-2021, Third Supplementary Declaration recorded as Document No. 91-13415 as ratified and approved by Document No. 92-1737 recorded on the 23rd day of January, 1992, Fourth Supplementary Declaration recorded the 27th day of February, 1992 as Document No. 92-5371, Fifth Supplementary Declaration recorded the 11th day of March, 1992 as Document No. 92-9636, Sixth Supplementary Declaration recorded the 3rd day of November, 1992 as Document No. 92-31673, Seventh Supplementary Declaration recorded the 13th day of May, 1993 as Document No. 93-12553, Eighth Supplementary Declaration recorded the 5th day of November, 1993 as Document No. 93-33658; Ninth Supplementary Declaration recorded the 22nd day of December, 1993 as Document No. 93-39703, Tenth Supplementary Declaration recorded the 1st day of June 1994 as Document No. 94-14986, Eleventh Supplementary Declaration recorded the 22nd day of September 1994 as Document No. 94-24960, Twelfth Supplementary Declaration recorded the 29th day of June, 1995 as document 95-12626, Thirteenth Supplementary Declaration recorded the 19th day of March, 1996 as document 96-7265 as ratified and confirmed by document # 92-9205 recorded the 8th day of April, 1996.

With respect to the property subject to this Fourteenth Supplementary Declaration Article IX B. shall be amended to establish the following minimum living unit size.

96- 9207
 04-08-1996 03:43:20 PM
 RUTH WEBER, Recorder
 McLean County, IL

Lot	1-story	1-1/2 Story	2 Story
1	1400	1700 w/1700 1st	1900
2	1400	1700 w/1700 1st	1900
3	1400	1700 w/1700 1st	1900
4	1600	1600 w/1300 1st	2000
5	1600	1600 w/1300 1st	2000
6	1700	1900 w/1400 1st	2100
7	1700	1900 w/1400 1st	2100
8	1700	1900 w/1400 1st	2100
9	1700	1900 w/1440 1st	2100
10	1600	1800 w/1300 1st	2000
11	1400	1700 w/1700 1st	1900

All Building Plans - As approved by the Architectural Control Committee

No tri-level or split level homes are permitted.

All homes shall have a 2 or 3 car attached garage.

All lots shall be sodded front and sides by builder/buyer prior to occupancy weather permitting.

All lots shall be landscaped in the front yards by builder/buyer prior to occupancy weather permitting in the following minimum dollar amounts:

Lots 6, 7, 8, 9 - \$2,500.00

Lot 5 - \$2,000.00

Lots 1, 2, 3, 4, 10, 11 - \$1,500.00

exclusive of the cost of sod.

All Sidewalks are to be built by buyer not subdivider.

Lots 1, 5, 6, 7, 8, 9 shall be subject to the following additional restrictions for the purpose of retaining open views to and the enjoyment of the lake:

1. no fence in the rear yard or side yard adjacent to the lake;
2. no dog chains stuck in the ground;
3. decks if any to be approved in advance as part of the Architectural Review Committee's plan approval;
4. no decks built limiting lake view of adjoining lots.

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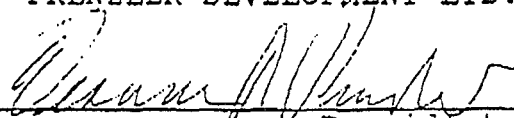
96 9207

5. only low growing landscaping permitting lake view in the rear and side yards adjacent to Lake.

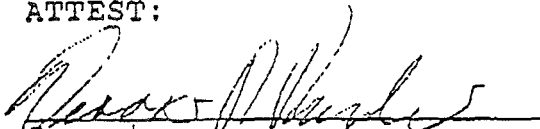
DATED this 5th day of April, ¹⁹⁹⁶1995.

PRENZLER DEVELOPMENT LTD.

BY:


President

ATTEST:


Secretary

Prepared By:
Frank Miro

Old Farm Lakes - Lots In Additions 16

S-63

ADDITION	LOT	ADDRESS
-----	---	-----
16	1	619 Eddy Road
	2	623 Eddy Road
	3	8 Stark Circle
	4	6 Stark Circle
	5	4 Stark Circle
	6	2 Stark Circle
	7	1 Stark Circle
	8	3 Stark Circle
	9	5 Stark Circle
	10	7 Stark Circle
	11	9 Stark Circle