

Document No. 1999R03663 filed in
Recorder's Office, Boone County, IL

April 19, 1999 at 11:00 o'clock A. M.

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MASTER DECLARATION OF RESTRICTIONS AND
COVENANTS



NOTTINGHAM SHIRE

AT

INVERNESS

**INVERNESS
A PLANNED
COMMUNITY DEVELOPMENT**

**MASTER DECLARATION OF
RESTRICTIONS AND COVENANTS**

Prepared by and return to:
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NOTTINGHAM SHIRE AT INVERNESS

DECLARATION OF RESTRICTIONS AND COVENANTS

The Declaration made this 6th day of April, 1999, by Inverness Development L.L.C., an Illinois limited liability company, ("Developer") and Brubaker Properties I, L.L.C. an Illinois limited liability company hereinafter called "Declarants."

Declarants are the owners in fee simple of certain real property situated in the City of Loves Park, County of Boone, State of Illinois, a portion of which is described in "Exhibit A" attached hereto, to be known as "NOTTINGHAM SHIRE AT INVERNESS."

The plat of Nottingham Shire at Inverness, being the real property described on "Exhibit A," is a part of the larger tract owned by the Declarants in fee simple described in "Exhibit B" attached hereto, situated north of Orth Road, in the City of Loves Park, County of Boone, and State of Illinois, a part of which is depicted on the proposed preliminary plat of Inverness, a copy of which is attached hereto as "Exhibit C."

Declarants desire to create a Quality Architecturally Controlled Community, combining the best elements of both the past and present architectural eras, promoting a lifestyle of close-knit neighborhoods for the mutual benefit of the owners of lots within the real property described in "Exhibit A."

Declarants desire to provide for the preservation of the values and amenities of said Community, and for the maintenance of the common areas within, and desire to subject the real property described in "Exhibit A" to the covenants, restrictions, easements, charges, and liens (the "Restrictions") set forth in this Declaration, each and all of which is and are for the benefit of the said real property described in "Exhibit A," all of which shall run with the real property described in "Exhibit A" and be binding on all parties having any right, title or interest in such property, or any part thereof, and on their heirs, successors and assigns. These Restrictions inure to the benefit of each owner of the real property described in "Exhibit A," or any part thereof.

No provision of this Declaration limits in any way, or shall be construed to limit or prevent, Declarants' development of Nottingham Shire at Inverness, the real property described in "Exhibit A," or the construction of improvements on it, nor Declarants' right to maintain model homes, construction, sales or leasing offices, or similar facilities thereon owned by Declarants, or either of them, nor Declarants' right to post signs incidental to construction, sales, or leasing, nor to prevent any others from doing the same, with the consent of Declarants.

ARTICLE I - Definitions

1.1. "Architectural Review Committee" shall mean that committee created under Article III of this Declaration.

1.2. "Association" shall mean the Inverness Neighborhood Association, a not-for-profit corporation, and its successors and assigns, which has been or will be incorporated under the laws of the State of Illinois for the purpose of exercising the powers and functions of this association as hereinafter provided.

1.3. "Common area" shall mean all real property owned by the association for the common use and enjoyment of owners.

1.4. "Lot" (except as provided in this declaration to the contrary) shall mean any portion of the real property described in "Exhibit A" which is designated as a lot on any recorded subdivision tract map on which there has been or will be constructed a unit that is a single family residential dwelling. The term "lot" shall not include any property classified as "association property" or "common area."

1.5. "Member" shall mean every person or entity who holds membership in the association.

1.6. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot. The term "owner" does not include those holding any title or interest merely as security for the performance of an obligation.

1.7. "Subdivision" shall mean the real property described in "Exhibit A."

ARTICLE II - Use Restrictions

The subdivision shall be occupied and used only as follows:

2.1. Each lot shall be used as a residence for a single family. No lot shall be used except as permitted in an R1, 1-family district, under the City of Loves Park zoning ordinance, subject to such further restrictions as are herein contained.

2.2. No noxious or offensive activity shall be on or upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance.

2.3. No animals, livestock or poultry of any kind may be raised, bred or kept on any lot. However, household pets may be kept on lots subject to such rules and regulations as may be adopted by the association. No animals shall be kept, bred or maintained for commercial purposes. No stables, kennels, or other animal quarters shall be erected, maintained or used on any lot for the stabling or accommodating of any dogs, cats, or any other animals. However, a single dog run enclosure ("Run") may be permitted on a lot as approved on a case by case basis at the sole discretion of the Architectural Review Committee. A "silent electric fence" is recommended and may be installed in lieu of the "Run."

2.4. No rubbish, trash, garbage or other waste material shall be kept or permitted on any lot or on the common area except in sanitary containers located within an enclosed structure. No tank for the storage of oil, gas or any other material shall be erected or maintained on any lot.

2.5. No commercial vehicles, trucks over three-quarter ton, trailers, mobile homes, campers, snowmobiles, recreational vehicles, boat or horse carriers, inoperable or junk vehicles, or other similar vehicles and accessories may be kept or stored on any lot, in accessory structures or on the surrounding premises of any lot (with the sole exception of a contractor's vehicle during the period of construction) unless the same are fully enclosed within the garage located on such lot.

2.6. No above ground swimming pools are permitted on any lot.

2.7. Except as hereinafter provided, no advertising sign or billboard, other than a temporary "FOR SALE" advertising sign of not greater than fifteen (15) square feet in size, shall be erected or maintained on any lot. A sign displaying the name of the general contractor and/or architect of a house may be erected during construction of said house providing that the sign does not exceed fifteen (15) square feet in area and is removed immediately after completion of the house.

2.8. Until the plans and specifications have been first submitted to and approved in writing by the Architectural Review Committee, no fencing, gazebos, pools, or other structures, satellite dishes and other aerial type antennas or similar appurtenances shall be constructed upon the property. One communications satellite dish which is screened from public view with landscaping or via other reasonable manner shall be permitted on any lot, provided that the style, materials, color and location of the equipment on the lot shall be approved in writing by the Architectural Review Committee.

2.9. All letter or delivery boxes not permanently attached to a dwelling shall be considered a structure. Mail boxes shall be standard throughout the subdivision. The approved mail box is available for purchase through the Developer.

2.10. All lawn areas are to be maintained in good condition at all times. No garden, other than decorative flower beds, shall be located in the front or sides of any dwelling. Small vegetable gardens may be permitted if located at the rear of a lot.

2.11. Developer, or the transferees of Developer, shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent Declarants, or Developer, or their contractors or subcontractors, from doing on any part or parts of the subdivision owned or controlled by Declarants or Developer, or their transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work; including, but not limited to, the right to construct and maintain such structures as they may deem reasonably necessary for the completion of such work and the maintenance of such signs as they may deem reasonably necessary in connection with the sale of lots. As used in this Section the word "transferees" specifically excludes purchasers of lots improved with completed residences.

ARTICLE III - Architectural Review Committee

3.1. Until such time as the last lot within the area described in "Exhibit A" and within any portion of the real estate described in "Exhibit B" which is designated as a "lot" on any recorded subdivision tract map hereinafter recorded has been sold by the Declarants, the Developer shall constitute the Architectural Review Committee for all purposes herein. Upon the sale of the last lot within the area described in "Exhibit A"

and within any portion of the real estate described in "Exhibit B" which is designated as a "lot" on any recorded subdivision tract map hereinafter recorded by the Declarants, the Architectural Review Committee shall be composed of the board of directors of the association or by such members of the association as may be appointed by the board of directors from time to time.

3.2. The Architectural Review Committee shall have the exclusive right to approve or disapprove the site plans, building drawings, specifications, landscape plans, and all accessories on any lot in order that the residences built on each lot may adequately conform to the general harmony, topography and development of the subdivision. No construction of any kind shall commence on any lot until such time as the plans and specifications for the same have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall determine (at its sole discretion) if the nature, content, shape, color, height, exterior elevation and material are conducive to the subdivision. The Architectural Review Committee shall approve or disapprove any such plans and specifications within thirty (30) days after receipt thereof, and any failure to approve or disapprove such plans and specifications within thirty (30) days after receipt thereof shall be deemed an acceptance by the Architectural Review Committee of the approval of such plans and specifications.

3.3. Each residence must be completed within one (1) year from the date construction is commenced thereon.

3.4. No permitted appurtenances of any kind approved by the Architectural Review Committee, including fencing, shall be located on either the front or side yard of a dwelling, except that fencing may be permitted on a side yard if set back no less than fifteen (15) feet from the front of the dwelling.

3.5. The garage must be at least a 2-car attached garage. It is intended that residences be constructed such that the main living portion thereof be the primary focus and that the attached garages be secondary focus from street view.

3.6. A concrete sidewalk or blacktop recreational path, at locations determined by the Developer, shall be installed (at the sole expense of the lot owner) within seven (7) months of occupancy. The lot owner shall maintain and cause to have repairs made in a timely manner to the sidewalk or recreational path, preserving sidewalk or recreational path in like condition as was originally installed. Owners are required to remove snow from the sidewalk/recreational path located on the property in accordance with the City of Loves Park applicable ordinance.

3.7. A blacktop or concrete driveway must be installed within seven (7) months from the date of occupancy.

3.8. Landscaping and planting shall be as approved by the Architectural Review Committee. All lawn areas, landscaping and plantings of each single family dwelling shall be installed within seven (7) months from the date of occupancy. All lawn areas, landscaping and planting areas shall be regularly maintained; mowed, trimmed and weeded during the season.

3.9. Each single-family dwelling constructed in Nottingham Shire at Inverness, as described on "Exhibit A," shall be approved based on architectural merit.

3.10. No fence, exterior addition, accessory structure, alteration or improvement upon any existing structures shall be made until the plans and specifications showing the nature, content, shape, color, height, materials, and location of the same have been submitted to and approved in writing, by the Architectural Review Committee.

3.11. The Architectural Review Committee may, from time to time at its sole discretion, adopt, amend, and repeal rules and regulations interpreting and implementing the provisions of this Article, but may not, however, amend the provisions of this Article.

3.12. Neither Declarants, the Developer, the Architectural Review Committee, the association, or its members, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval, disapproval, failure to approve, or failure to disapprove of any plans or specifications. Every person submitting plans or specifications to the Architectural Review Committee for approval agrees, by submission of such plans and specifications, and every owner, agrees not to bring any action or suit against Declarants, the Developer, the Architectural Review Committee, the association, or any of its members to recover such damages.

ARTICLE IV - Association

4.1. For the purposes of Articles IV and V, the word "lot" shall mean not only that term as defined in Section 1.4 hereof, but also shall mean and include any portion of the real property described in "Exhibit B" which at any time hereafter is designated as a lot on any recorded subdivision tract map on which there has been or will be constructed a unit that is a single-family residential dwelling.

4.2. Every owner of a lot shall be a member of the association. Membership shall be appurtenant to and may not be separated from ownership of a lot.

4.3. The association shall have two classes of voting members as follows:

Class A. Class A members shall be owners, with the exception of Declarants, or either of them, or the Developer. Such Class A members initially shall not be entitled to any voting rights. Upon the establishment of voting rights, in the manner as hereinafter set forth in this section, each Class A member shall be entitled to one (1) vote for each lot owned. In no event shall more than one (1) vote be cast with respect to any lot owned by Class A members.

Class B. Class B members shall be Declarants, who shall be entitled to one (1) vote for each lot owned. The Developer shall be designated as the entity entitled to exercise such votes in behalf of Declarants. Class B memberships shall cease and be converted to Class A membership at such time as the last lot, as the same is defined in Section 4.1 above, is sold by the Declarants, or at such earlier time as Declarants, in their sole and absolute discretion, may determine.

At such time as the Class B membership shall be converted to Class A membership, all Class A members shall thereupon be entitled to one (1) vote for each lot owned.

The voting rights of all classes of membership are subject to the restrictions and limitations contained in this Declaration and in the Articles of Incorporation and bylaws of the association.

4.3. The administration and maintenance of all common areas, all entries and all entry islands, recreation paths, community signage, community fixtures (such as, but not limited to, playground equipment and community gathering area equipment), and recreational lighting installed by the Developer shall be under the control and supervision of the association.

4.4. The initial board of directors of the association shall consist of three (3) persons to be designated in the Articles of Incorporation filed with the Secretary of State of the State of Illinois.

4.5. The association shall have all of the duties, powers and rights as prescribed by the Illinois Not-for-Profit Corporation Act and as set forth in its Articles of Incorporation, bylaws, and this Declaration.

4.6. The association shall accept delivery of and exercise domain over all real property and interests in the subdivision conveyed to it by Declarants.

4.7. The association shall accept delivery of and exercise domain over all personal property transferred and assigned to it by Declarants.

ARTICLE V - Assessments

5.1. Declarants hereby covenant for each lot (as defined in Section 4.1 hereof) and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessment, and (2) special assessments for capital improvements. Such assessments shall be established and collected as hereinafter provided. The annual and special assessments together with interest costs and reasonable attorney fees incurred in collecting the same, shall be a charge on the land, and continuing lien on each lot against which such an assessment is made. Each such assessment together with interests, costs and reasonable attorney fees, shall also be the personal obligation of the owner of the lot at the time payment of the assessment is due.

5.2. The annual assessments levied by the association shall be used exclusively for the purpose of providing for and promoting the pleasure, recreation, health, safety and social welfare of the residents in the subdivision, including the improvement and maintenance of the common areas and facilities devoted for this purpose. These uses shall include, but not be limited to, maintenance, upkeep and repair of all landscaped entryways, waterways and ponds, vegetation, landscaped street islands, community parks, and other designated common areas, and equipment, including park benches and playground equipment as may be located in community parks and common areas, community and street signage installed by the Developer, entry islands, recreation paths, as well as the maintenance, repair, replacement and cost of and operating any lighting installed by the Developer, including common area lighting. The annual assessment further shall be used to pay any operational costs and expenses of the association, including any management, legal, accounting or other fees or costs of operation. The annual assessment further shall be used to pay all general and special real property taxes and assessments levied on any property conveyed or otherwise transferred to it, to the extent the same are not assessed to its owners. The annual assessment further shall be used to purchase liability insurance, insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of any property. The policy limits shall be set by the association and shall be reviewed at least annually.

5.3. The annual assessments provided for herein will commence following the conveyance of the first lot by Declarants or Developer to an owner. The annual assessment shall be payable, in advance, on or before January 30 of each calendar year. The first annual assessment for each lot shall be adjusted according to the number of days remaining in the calendar year. The amount of the annual assessments shall be determined by the board of directors of the association and may not exceed \$120 per lot, except as hereinafter set forth in Section 5.4 following.

5.4. At such time as the Class B membership is converted to Class A membership as set forth under the provisions of Section 4.2 of this Declaration, the board of directors of the association thereafter may set an annual assessment in an amount in excess of that set forth in Section 5.3 above, but only with the approval vote or written assent of a majority of the voting power of the members of the association.

5.5. In the event the actual annual expenses incurred by the association for any calendar year are greater than the annual assessments collected from owners, the Developer agrees to pay the difference to the association. This obligation of the Developer shall terminate at such time as the Class B membership is converted to Class A membership.

5.6. In addition to the annual assessments authorized herein, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of deferring in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement on the common areas, including fixtures and personal property related thereto. Any such special assessment shall be determined by the board of directors of the association which shall require the approval vote or written assent of a majority of the voting power of the association.

5.7. At such time as the Class B membership is converted to Class A membership, thereafter the members shall be given not less than fourteen (14) days prior written notice of any membership meeting at which consideration of special assessment shall be considered.

5.8. Any assessment, annual or special, not paid within five (5) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of one and one-half percent (1.5%) per month. The association may bring an action at law against the owner personally obligated to pay the same and may foreclose the lien against the real property.

5.9. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. The sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of it, shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall release from liability for any assessments thereafter becoming due or from the lien thereof.

5.10. Both annual and special assessments shall be fixed at a uniform rate for all lots.

ARTICLE VI - Owner's Obligation to Maintain and Repair

Each owner shall, at his sole cost and expense, maintain and repair his residence, driveway, sidewalk, recreational pathway and any exterior appurtenances approved by Developer, keeping same in a condition comparable to the condition of such residence at the time of its initial construction.

ARTICLE VII - Annexation of Additional Property

Declarants shall have the right to annex adjoining residential property and common areas, within the boundaries described in "Exhibit B" to constitute it a part of the overall plat and plan of Inverness, and to designate such additional property to be subject to such declarations of restrictions and covenants as deemed appropriate by Declarants, without the approval of the association, its board of directors or members, or lot owners. This right terminates upon the conversion of the Class B membership to Class A membership as set forth in Section 4.3 hereof.

ARTICLE VIII - Declarants' Initial Rights

Nothing in this Declaration shall limit the right of Declarants, Developer, or their agents, to complete the construction of improvements on any property within the subdivision owned by Declarants or by Developer so long as any lot in the subdivision remains unsold. So long as any lot (as defined in Section 4.1 hereof) remains unsold by Declarants or by Developer, and so long as Declarants, or Developer, owns any such lot, Declarants, and Developer, have the right to make reasonable use of any and all association property, including common and private street areas within the subdivision for ingress, egress, sales, development, and construction purposes and all purposes incidental to them.

ARTICLE IX - Property Rights

9.1. Every owner of a lot shall have the right and easement of enjoyment in and to the common areas, which right shall be appurtenant to and shall pass with the title to such lot.

9.2. The rights and easements of enjoyment created by this Article are subject to the following:

A. The right of the association to suspend the right of use of recreational facilities and the voting rights of any owner through periods during which assessments against an owner's lot remains unpaid and delinquent;

B. The right of the association to suspend use of recreational facilities, as provided in its bylaws, for a period not exceeding thirty (30) days for any infraction of published rules and regulations of the association;

C. The right of the association to dedicate or to transfer all or any part of the common areas to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed on by the members of the association. No such dedication or transfer shall be effective unless approved by the vote or written consent of members entitled to exercise not less than two-thirds of the voting power of the membership and an instrument in writing is recorded and signed by an officer of the association, certifying that the dedication or transfer has been approved by the required vote.

D. The right of the association to establish uniform rules and regulations pertaining to the use of the common areas and its facilities.

9.3. Subject to such limitations as may be imposed by the bylaws of the association, each owner may delegate the right of enjoyment in and to the common areas and facilities to members of the owner's family and to guests and invitees.

ARTICLE X - Amendments

So long as the Class B membership in the association is still in effect, this Declaration can be amended only by an instrument in writing signed by the Declarants; provided, however, that any such amendment may not increase, nor permit the increase, of the maximum annual assessment set forth in Section 5.3 hereof. Upon conversion of the Class B membership to Class A membership, this Declaration thereafter can be amended only by an instrument in writing signed by Class A members of the association holding not less than seventy-five percent (75%) of the voting power of members. Any amendment must be properly recorded in the office of the Recorder of Deeds of Boone County, Illinois.

ARTICLE XI - General Provisions

11.1. Each grantee of the Declarants, or of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all the restrictions, conditions, covenants

and reservations set forth in this Declaration, and to the jurisdiction, rights and powers of the Declarants and of the Developer created or reserved by this Declaration. All of the impositions and obligations imposed under this Declaration shall run with the land and bind every owner of any interest in each lot or part of any lot in the subdivision and inure to the benefit of every owner in like manner. Declarants, the Developer, the association, or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.2. Invalidation of any one of these covenants or restrictions by judgment or court order shall not in any way affect any other provision, all of which shall remain in full force and effect.

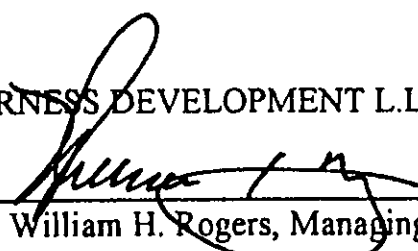
11.3. No breach of any of the conditions herein contained or any action by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

11.4. The covenants, conditions, and restrictions of this Declaration shall run until December 31, 2020, unless amended as provided herein, and thereafter shall continue automatically in effect for additional periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least seventy-five percent (75%) of the then owners of subdivision lots, and that written instrument is recorded in the office of the Recorder of Deeds of Boone County, Illinois.

IN WITNESS WHEREOF, this Declaration is executed at Rockford, Illinois on the date first above written.

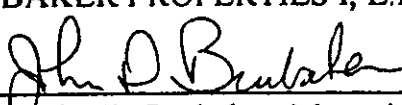
INVERNESS DEVELOPMENT L.L.C.

By

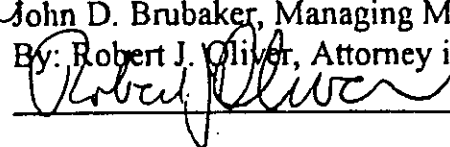

William H. Rogers, Managing Member

BRUBAKER PROPERTIES I, L.L.C.

By


John D. Brubaker, Managing Member

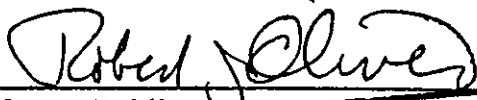
By: Robert J. Oliver, Attorney in Fact




STATE OF ILLINOIS)
) SS
WINNEBAGO COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT William H. Rogers, personally known to me to be the managing member of Inverness Development, L.L.C., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such managing member he signed and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of April, 1999.




Notary Public 

STATE OF ILLINOIS)
) SS
WINNEBAGO COUNTY)

I, the undersigned, a Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY THAT Robert J. Oliver as attorney in fact for John D. Brubaker as the manager of Brubaker Properties I, L.L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that in such capacity he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of said Brubaker Properties I, L.L.C., for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 6th day of April, 1999.



Notary Public 

EXHIBIT A

A part of the Southwest Quarter (1/4) of Section 31, Township 45 North, Range 3 East of the Third Principal Meridian, bounded and described as follows, to-wit: Commencing at the Southwest corner of said quarter (1/4) Section; thence North 90°00' East, a distance of 1401.90 feet to the point of beginning of the following described premises, to-wit: thence North 90°-00' East, along the South line of said quarter (1/4) section; a distance of 80.0 feet; thence North 00°-00' East, a distance of 278.35 feet; thence Northerly along a circular curve to the left, having a radius of 100.0 feet, to a point (the chord across said curved course bears North 03°-03'-37" West, a distance of 187.31 feet; thence North 00°-00' East, a distance of 84.61 feet; thence North 90°-00' West, a distance of 220.0 feet; thence North 00°-00' East, a distance of 184.34 feet; thence North 73°-09'-46" West, a distance of 211.20 feet; thence Northerly, along a circular curve to the left, having a radius of 50.0 feet, to a point (the chord across said curved course bears North 08°-25'-07" East, a distance of 14.64 feet); thence North 00°-00' East, a distance of 65.0 feet; thence North 90°-00' West, a distance of 115.0 feet; thence North 00°-00' East, a distance of 23.01 feet; thence North 45°-00' West, a distance of 298.0 feet; thence South 45°-00' West, a distance of 150.0 feet; thence North 45°-00' West, a distance of 26.26 feet; thence Northwesterly, along a circular curve to the right, having a radius of 50.0 feet, to a point (the chord across said curved course bears North 37°-12'14" West, a distance of 13.56 feet; thence South 60°-35'-32" West, a distance of 219.76 feet; thence South 00°-00' West, a distance of 28.52 feet; thence south 45°-00' East, a distance of 282.85 feet; thence South 00°-00' West, a distance of 145.61 feet; thence North 90°-00' East, a distance of 240.0 feet; thence south 00°-00' West, a distance of 210.0 feet; thence North 90°-00' East, a distance of 504.61 feet; thence Southeasterly, along a circular curve to the left, having a radius of 100.0 feet, to a point (the chord across said curved course bears South 41°-56'-23" East, a distance of 82.88 feet); thence South 00°-00' West, a distance of 278.35 feet to the point of beginning, situated in the County of Boone and the State of Illinois. Containing 10.23 acres.

EXHIBIT B

The Southwest Quarter of Section Thirty-one (31), in Township Forty-five (45) North, Range Three (3) East of the Third Principal Meridian, situated in the County of Boone and the State of Illinois.

