

DECLARATION OF PROTECTIVE COVENANTS

TURNBERRY SUBDIVISION

93- 04918

THIS DECLARATION is made this 1<sup>st</sup> day of JANUARY, 1993, by FIRST OF AMERICA TRUST COMPANY, KANKAKEE, ILLINOIS, Trustee Under Trust No. 36-3940, having its principal place of business in Kankakee, Illinois, hereinafter referred to as Declarant, its successors or assigns.

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration, and is desirous of subjecting said real property to the conditions, covenants and restrictions hereinafter set forth, each and all of which is and are for the benefit of said property and all owners thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE, the Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants and restrictions, (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the Covenants set forth herein is located in the Village of Bourbonnais, Bourbonnais Township, Kankakee County, Illinois, and is more particularly described as follows, to-wit:

See Schedule "A" attached.

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ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subjected to the Covenants hereby declared to ensure proper use and appropriate development and improvement of Turnberry Subdivision, and every part thereof; to protect the owners of this property against improper uses of surrounding lots as may depreciate or minimize the value of their property; to guard against the erection thereon of buildings utilizing improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements from being erected; to secure and maintain property setbacks from streets and adequate free spaces between structures; and in general to provide adequately for the highest type and quality of improvement in Turnberry Subdivision and to insure desired high standards of maintenance and operation of community facilities and services beneficial to all owners of property by maintaining and promoting the desired character of the entire Turnberry Subdivision.

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ARTICLE III

GENERAL RESTRICTIONS

1. Single Family Residences

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The premises may be used only for the construction of single family residences with the usual outbuildings. One lot, as shown on the plat of Turnberry Subdivision, shall be the minimum building area upon which a single family residence and the usual outbuildings may be constructed. One or more lots may be utilized as a single building plot.

In addition, all structures shall be built and maintained according to the Village of Bourbonnais Building Code & Ordinances for residences permitted under R-1 Zoning Classification.

2. Garages

Garages, which shall be for the use only of the occupants of the residence to which they are pertinent, may be attached or detached from the residence.

3. Use and Dimensions

The premises shall not be used or occupied by other than a single family and family servants and shall not be used for other than residential use. The total floor area of the dwelling, exclusive of attached garages, carports, open terraces and breezeways, shall be not less than 1,600 square feet for a single story residence, nor less than 2,100 square feet for a two-story residence.

4. Nuisances

No offensive or noxious activity or condition shall be permitted in or upon any premises, nor shall any lot be used in whole or in part for the storage of rubbish of any character whatsoever. Further, no lot shall be used to store any property or thing that will cause such lot to appear in an unclean or untidy condition that will be obnoxious to the eye.

5. Business Restrictions

No business other than arts, crafts, or professions operated solely by family members occupying a residence shall be conducted.

6. Signs

No billboards or advertising signs of any character shall be erected, placed, permitted or maintained on any lot or improvement, except as expressly permitted herein.

7. Pets

No livestock, poultry or more than 2 dogs or cats over three months of age shall be kept or maintained on any lot.

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8. Trash Receptacles

All trash and waste shall be kept in appropriate sanitary containers.

9. Commercial Vehicles:

No commercial vehicles, construction or like equipment or mobile or stationary trailers of any kind shall be permitted on any lot unless kept in a garage completely closed.

10. Trees and Shrubs

Each lot owner must plant and maintain at least one hardwood tree on his lot.

11. Curbs

No changes in the concrete curbs along the streets of the subdivision shall be permitted without express approval of the homeowner's association.

12. Mineral Extraction Ban

No gas, oil, mineral, quarry or gravel operation shall be permitted on any lot.

13. Building Approval

All structures, the placement thereof, and all plans, and all contractors/builders of structures shall be first approved by Declarant in writing.

14. Architectural Controls

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made except interior alterations until the construction plans and specifications, showing the nature, kind, shape, height, materials and location on lot and approximate cost of such building or structure and the grading and landscape plans of the lot to be built upon shall have been submitted to and approved in writing by the Declarant.

15. Deviations By Agreement With Declarant

Declarant hereby reserves the right to enter into agreements with the Grantee of any lot or lots, without the consent of grantees of other lots or adjacent property, to deviate from any or all of the Covenants set forth in this article, provided there are practical difficulties or particular hardships evidenced by the Grantee, in any such deviations, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to the remaining real property in Turnberry Subdivision.

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16. Agreement To Annex Into the Village of Bourbonnais 93- 04918

All present and future owners specifically agree that it is Declarant's intention to annex into the Village of Bourbonnais, Bourbonnais, Illinois, and specifically agree to such annexation.

17. Restrictions Enforcement and Severability

The covenants bind and inure to the benefit of all present and future owners of the property and may be enforced by any owners by appropriate action in a court of law. Each and every of the covenants, restrictions, reservations and servitudes contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of the covenants, restrictions, reservations and servitudes shall for any reason be held to be invalid or unenforceable, all remaining covenants, restrictions, reservations, and servitudes shall nevertheless remain in full force and effect.

ARTICLE IV

TURNBERRY LAKE HOMEOWNER'S ASSOCIATION

1. Creation and Purpose

There shall be formed an Illinois not-for-profit corporation to be known as the Turnberry Subdivision Homeowner Association (hereinafter referred to as the "Association"), whose purpose shall be to insure high standards of maintenance and operation of all property in Turnberry Subdivision reserved by Declarant for the common use of all residents and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Turnberry Subdivision.

2. Membership and Voting

Every record owner of a fee simple interest or of the equitable title in a lot, when purchasing under a contract in Turnberry Subdivision, shall become and be a member of the Association, and each such member shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to one vote.

3. Powers of the Association

The Association shall have the following powers, in addition to all those granted by law:

- a) To take and hold any property;
- b) To establish, administer, and enforce covenants, conditions, restrictions, reservations, servitudes, profits, licenses, easements, liens or charges for the support and benefit of the Association and the welfare or betterment of the communities or residents;

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- c) To manage, regulate, and control the common or community use and enjoyment of the property services, or facilities for the welfare or betterment of the communities or the residents;
- d) To manage, regulate, and control the common or community use and enjoyment of the property services, or facilities for the welfare or betterment of the communities or the residents;
- e) To sell, convey, dispose of or lease any property;
- f) To maintain and improve the entrance ways to the subdivision and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be used for the express purpose of keeping Turnberry Subdivision a highly desirable residential community.

4. Maintenance Fund

- a) For the purpose of providing a general fund to enable the Association to exercise their powers and to make and maintain improvements and render the services herein provided for, each record owner of a fee simple interest in the real estate described in Article I hereto, and each owner of an equitable interest in a lot when purchasing under a contract shall, from time to time, be assessed the sum of \$50.00 per calendar year, payable within thirty days of the date of such written assessment. The amount of such assessment may be increased by a two-thirds vote of the membership of the Association provided, that no annual assessment or increase in the amount thereof may be made for more than one year at a time.
- b) In the event of failure of any owner to pay any assessment on or before 30 days following notice to such owner of such assessment or the scheduled due date thereof, if later, then such assessment shall become delinquent and shall bear interest at the rate of nine percent (9%) per annum from the due date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is delinquent, payment of both principal and interest may thereafter be enforced against the owner personally, or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the Office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of \$25.00, which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

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d) Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

5. Additional Owners

Every record owner of a fee simple interest in the real estate described in Article I hereto shall become a member of the Association.

6. Expenditures Limited to Assessment for Current Year

The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

7. Procedure for Amendments

This Article III may be amended at any time by written consent of two-thirds (2/3) of the members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of Kankakee County, Kankakee, Illinois, except that no amendment shall be valid, the effect of which would be to increase the maximum annual rate of assessment herein provided.

ARTICLE V

GENERAL PROVISIONS

1. Each of the Covenants as set forth in this Declaration shall continue to be binding as set forth in paragraph 2 of this Article IV for an initial period of twenty-five (25) years from the date of January 1, 1993, and thereafter for successive periods of fifteen (15) years each.

2. The Covenants herein set forth shall run with the land and bind Declarant, their successors, grantees and assigns and all parties claiming by, through, or under them. Declarant and each owner or owners of any of the land described in Article I from time to time shall have the right jointly and separately to sue for and maintain a prohibitive or mandatory injunction to prevent the breach of or enforce the observance of the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages.

*Handwritten signature and date: 6/14*

3. The record owners in fee simple of the real estate described in Article I hereto may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this declaration and may release from any part or all of said Covenants all or any of the real property subject thereto, but only at the following times and in the following manner:
- a) Any such change or changes may be made effective at any time within ten (10) years from the date of recording of this Declaration if the record owners in fee simple of at least three-fourths (3/4) of the real estate described in Article I hereto consent thereto;
  - b) Any such change or changes may be made effective at the end of said initial twenty-five (25) year period or any such successive fifteen year period if the record owners in fee simple of at least two-thirds (2/3) of said lots consent thereto at least five (5) years prior to the end of any such period;
  - c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of Kankakee County, Illinois;

provided, however, that Article III hereof may be amended at any time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Kankakee County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning real estate described in Article I hereto and shall run with the land and bind all persons claiming by, through or under any one or more of them.

4. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property described in Article I hereto, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors, or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Declaration.
5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

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- 6. Declarant reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges and duties herein retained or reserved by the Declarant by written instrument in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of kankakee County, Illinois, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit Corporation.
- 7. Each record owner of a lot in Turnberry Estates Subdivision or the equitable loan of a lot being purchased under contract shall file his or her correct mailing with Declarant, and shall notify Declarant promptly in writing of any subsequent change or address. Declarant shall maintain a file of such addresses and make the same available to the Association. Any written or printed notice, deposited in the United States Post Office, postage pre-paid and addressed to any owner at the last address, filed by such owner with Declarant shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF Declarant has caused this instrument to be executed and attested and its corporate seal to be hereto affixed, the day and year first written above.

FIRST OF AMERICA TRUST COMPANY,  
KANKAKEE ILLINOIS

BY: Carol J. Harrison  
TRUST OFFICER

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ATTEST:

[Signature]  
Trust Officer

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*Dennis B. Loy*

MAR 29 1993  
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RECORDER

Prepared By:  
*Glen R. Barmona*  
1000 N. ...



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SCHEDULE "A"

LEGAL DESCRIPTION:

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Tract 1: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation, in Township 31 North, Range 11 East of the Third Principal Meridian, in Kankakee County, Illinois, EXCEPTING the following described tracts, to-wit: 1) Beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation, thence Northerly along the West line of said Lot 15, 10 feet, thence North 63 degrees 14 minutes West 207.1 feet thence North 4 degrees 2 minutes West 200 feet, thence South 63 degrees 54 minutes East 192.1 feet, thence South 89 degrees 30 minutes East 357.2 feet, thence South 4 degrees 2 minutes East 178.8 feet, thence South 85 degrees 58 minutes West to the point of beginning; 2) Beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation, thence Northerly along the West line of said Lot 15, 10 feet, thence North 63 degrees 14 minutes 207.1 feet, thence North 4 degrees 2 minutes West 257.8 feet to a point to be hereinafter known as the point of beginning for this tract. From said point of beginning, thence North 4 degrees 2 minutes West 137 feet, thence North 85 degrees 58 minutes East 590 feet, thence South 4 degrees 2 minutes East 275 feet, thence North 89 degrees 30 minutes West 410 feet, thence North 63 degrees 54 minutes West to the point of beginning, and 3) Indian Acres Subdivision, First Addition to Indian Acres Subdivision and Second Addition to Indian Acres Subdivision, consisting of the East 520 feet of Lots 1, 2, 5, 6, 7, 8, 11, 12, 13 and 14 of Bela T. Clark's Subdivision of Original Lot 14 of the Mesheketeno Reservation, in Township 31 North, Range 11 East of the Third Principal Meridian, all situated in Kankakee County, Illinois.

Tract 2: Lot 13 of the East Half of the Francis Levia Reservation, being in Township 31 North, Range 11 East of the Third Principal Meridian, in Kankakee County, Illinois except the following tracts: EXCEPTION NO. 1: All of the following that lies within Lot 13 of the East Half of the Francis Levia Reservation: That part of Lots 7, 12 and 13 in the Subdivision of the East Half of the Francis Levia Reservation in Township 31 North, Range 11 East of the Third Principal Meridian described as follows: Beginning at a point in the West line of Lot 7 aforesaid, 500 feet South of the Northwest corner of said Lot 7; thence East parallel with the North line of said Lot 7, 200 feet; thence South parallel with the West line of said Lot 7 to the South line of said Lot 7; thence Southwesterly in a straight line to a point which is 122 feet North of the South line of Lot 12 in said Subdivision and 975 feet West of the East line of said Lot 12; thence Southeasterly in a straight line to a point which is 300 feet South of the North line of Lot 13 in said Subdivision and 940 feet West of the East line of said Lot 13; thence Southeasterly in a straight line to a point which is 345 feet South of the North line of said Lot 13 and 880 feet West of the East line of said Lot 13; thence Northeasterly in a straight line to a point which is 270 feet South of the North line of said Lot 13 and 715 feet West of the East line of said Lot 13; thence Southwesterly in a straight line to a

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point which is 435 feet South of the North line of said Lot 13 and 750 feet West of the East line of said Lot 13. Thence Southeasterly in a straight line to a point which is 555 feet South of the North line of said Lot 13 and 570 feet West of the East line of said Lot 13. Thence Southeasterly in a straight line to a point which is 920 feet South of the North line of said Lot 13 and 360 feet West of the East line of said Lot 13; thence Southeasterly in a straight line to a point which is 1075 feet South of the North line of said Lot 13 and 220 feet West of the East line of said Lot 13; thence Southeasterly to a point in the East line of said Lot 13, said point in said East line being 1178 feet South of the Northeast corner of said Lot 13; thence South along said East line to the center thread of the main channel of the Kankakee River, thence Northwesterly along said center thread to the West line of said Lot 13 extended from the North; thence North along the West line of said Lots 13 and 12 to the Northwest corner of said Lot 12, thence East along the North line of said Lot 12 to the Southwest corner of said Lot 7; thence North along the West line of said Lot 7 to the place of beginning.

EXCEPTION NO. 2: Starting at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 200 feet, thence North 63 degrees 54 minutes West 57.9 feet, thence North 4 degrees 2 minutes West 196.15 feet to a point hereafter known as the point of beginning; From said point of beginning, thence North 52 degrees 32 minutes West 66.75 feet, thence South 4 degrees 2 minutes East 390.5 feet, thence South 50 degrees 31 minutes East 68.8 feet, thence North 4 degrees 2 minutes West 393.15 feet to the point of beginning.

EXCEPTION NO. 3: Starting at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 200 feet, thence North 63 degrees 54 minutes West 57.9 feet, thence North 4 degrees 2 minutes West 196.15 feet, thence North 52 degrees 32 minutes West 133.50 feet to a point hereafter known as the point of beginning; From said point of beginning, thence North 52 degrees 32 minutes West 66.75 feet, thence South 4 degrees 2 minutes East 378.4 feet, thence South 31 degrees 5 minutes East 14.2 feet, thence South 50 degrees 31 minutes East 60.5 feet, thence North 4 degrees 2 minutes West 388.8 feet to the point of beginning.

EXCEPTION NO. 4: Starting at the Southwest corner of Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 200 feet, thence North 63 degrees 54 minutes West 57.9 feet, thence North 4 degrees 2 minutes West 196.15

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feet, thence North 52 degrees 32 minutes West 66.75 feet to a point hereafter known as the point of beginning: From said point of beginning, thence North 52 degrees 32 minutes West 66.75 feet, thence South 4 degrees 2 minutes East 388.8 feet, thence South 50 degrees 31 minutes East 68.8 feet, thence North 4 degrees 2 minutes West 390.5 feet to the point of beginning.

EXCEPTION NO. 5: Starting at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 444.8 feet to a point hereafter known as the point of beginning; From said point of beginning, thence North 4 degrees 2 minutes West 50 feet, thence North 85 degrees 58 minutes East to the West line of said Mesheketeno Reservation (being a distance of 185 feet more or less) thence Southerly along said West line 50 feet to a point North 85 degrees 58 minutes East of the point of beginning, thence South 85 degrees 58 minutes West to the point of beginning.

EXCEPTION NO. 6: Starting at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 394.8 feet to a point hereafter known as the point of beginning; From said point of beginning, thence North 4 degrees 2 minutes West 50 feet, thence North 85 degrees 58 minutes East to the West line of said Mesheketeno Reservation (being a distance of 185 feet more or less) thence Southerly along said West line 50 feet to a point North 85 degrees 58 minutes East of the point of beginning, thence South 85 degrees 58 minutes West to the point of beginning.

EXCEPTION NO. 7: Starting at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet to a point to be known hereafter as the point of beginning; From said point of beginning, thence North 4 degrees 2 minutes West 200 feet, thence North 63 degrees 54 minutes West 57.9 feet, thence South 4 degrees 2 minutes East 197 feet, thence South 50 degrees 31 minutes East 10.6 feet, thence South 63 degrees 14 minutes East 48.8 feet to the point of beginning.

EXCEPTION NO. 8: Starting at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 394.8 feet to a point, thence North 4 degrees 2 minutes West 100 feet to a point to be known as the place of beginning, thence North 4 degrees 2 minutes

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West 100 feet, thence North 85 degrees 58 minutes East to the West line of the said Mesheketeno Reservation (being a distance of 185 feet more or less), thence Southerly along said West line 100 feet, thence South 85 degrees 58 minutes West to the point of beginning.

EXCEPTION NO. 9: That part of the following tract lying within Lot 13 of the East Half of the Francis Levia Reservation: beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 200 feet, thence South 63 degrees 54 minutes East 192.1 feet, thence South 89 degrees 30 minutes East 357.2 feet, thence South 4 degrees 2 minutes East 178.8 feet, thence South 65 degrees 58 minutes West to the point of beginning.

EXCEPTION 10: That part of the following tract lying within Lot 13 of the East Half of the Francis Levia Reservation: beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 257.8 feet to a point to be hereinafter known as the point of beginning: From said point of beginning, thence North 4 degrees 2 minutes West 137 feet, thence North 85 degrees 58 minutes East 590 feet, thence South 4 degrees 2 minutes East 275 feet, thence North 89 degrees 30 minutes West 410 feet, thence North 63 degrees 54 minutes West to the point of beginning.

EXCEPTION NO. 11: Starting the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 200 feet, thence North 63 degrees 54 minutes West 57.9 feet, thence North 4 degrees 2 minutes West 196.15 feet, thence North 52 degrees 32 minutes West 200.25 feet to a point hereafter known as the point of beginning; From said point of beginning, thence North 52 degrees 32 minutes West 101.75 feet, thence South 39 degrees 50 minutes West 141.4 feet, thence South 31 degrees 5 minutes East 385.2 feet, thence North 4 degrees 2 minutes West 378.4 feet to point of beginning.

EXCEPTION NO. 12: Beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Township 31 North, Range 11 East of the Third Principal Meridian, in Kankakee County, Illinois thence North 4 degrees 2 minutes West 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 447.8 feet, thence North 52 degrees 32 minutes West 65.9 feet, thence North 4 degrees 2 minutes West 104.6 feet to a point known as the point of beginning of this description: From said point of beginning thence North 4 degrees 2 minutes west 100 feet, thence South 85 degrees 58 minutes West 236.7

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feet, thence South 52 degrees 32 minutes East 152.8 feet, thence North 85 degrees 58 minutes East to the point of beginning.

EXCEPTION NO. 13: Starting at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 1073.3 feet to a point hereafter known as the point of beginning. From said point of beginning, thence North 4 degrees 2 minutes West 100 feet, thence North 85 degrees 58 minutes East 187 feet to the West line of said Mesheketeno Reservation thence Southerly along said West line 100 feet thence South 85 degrees 58 minutes West to the point of beginning

EXCEPTION NO. 14: Beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Township 31 North, Range 11 East of the Third Principal Meridian in Kankakee County, Illinois, thence North 4 degrees 2 minutes West 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 447.8 feet, thence North 52 degrees 32 minutes West 65.0 feet, thence North 4 degrees 2 minutes West 633 feet thence South 85 degrees 58 minutes West 257.1 feet to a point known as the point of beginning of this description: From said point of beginning thence South 85 degrees 58 minutes West 431 feet, thence South 0 degrees 15 minutes East 285 feet, thence South 71 degrees 8 minutes East 100 feet, thence North 45 degrees 27 minutes East 400.3 feet, thence North 37 degrees 16 minutes East 82.5 feet to the point of beginning.

EXCEPTION NO. 15: Starting at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Kankakee County, Illinois, thence Northerly along the West line of said Lot 15 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 447.8 feet, thence North 52 degrees 32 minutes West 372.4 feet to a point, said point to be hereafter known as the point of beginning; From said point of beginning thence North 52 degrees 32 minutes West 123.5 feet, thence South 85 degrees 13 minutes West 155.6 feet, thence South 32 degrees 24 minutes West 111.8 feet, thence South 60 degrees 33 minutes East 223.3 feet, thence North 39 degrees 50 minutes East 184.9 feet to point of beginning.

EXCEPTION NO. 16: Beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Township 31 North, Range 11 East of the Third Principal Meridian in Kankakee County, Illinois, thence North 4 degrees 2 minutes West 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 447.8 feet, thence North 52 degrees 32 minutes West 65.9 feet, thence North 4 degrees 2 minutes West 633

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feet to a point to be known as the point of beginning; From said point of beginning thence South 85 degrees 58 minutes West 211.7 feet, thence South 42 degrees 46 minutes West 168.6 feet, thence South 46 degrees 33 minutes West 166.4 feet, thence South 53 degrees 30 minutes East 36.4 feet, thence North 43 degrees 51 minutes East 151.9 feet, thence North 78 degrees 59 minutes East 316.9 feet, thence North 4 degrees 2 minutes West 107.4 feet to the point of beginning.

EXCEPTION NO. 17: Beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Township 31 North, Range 11 East of the Third Principal Meridian in Kankakee County, Illinois, thence North 4 degrees 2 minutes West 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 447.8 feet, thence North 52 degrees 32 minutes West 65.9 feet, thence North 4 degrees 2 minutes West 204.6 feet to a point to be known as the point of beginning of this description: From said point of beginning thence South 85 degrees 58 minutes West 236.7 feet, thence North 52 degrees 32 minutes West 118.2 feet, thence East 178.5 feet, thence North 80 degrees 0 minutes East 235.9 feet, thence South 4 degrees 2 minutes East 255 feet to the point of beginning.

EXCEPTION NO. 18: Beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Township 31 North, Range 11 East of the Third Principal Meridian in Kankakee County, Illinois, thence North 4 degrees 2 minutes West 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 447.8 feet, thence North 54 degrees 32 minutes West 224.5 feet to the point of beginning of this description: From said point of beginning thence North 85 degrees 58 minutes East 122.7 feet, thence South 4 degrees 2 minutes East 117.8 feet, thence North 52 degrees 32 minutes West 181 feet, thence North 85 degrees 58 minutes East 15 feet to the point of beginning.

EXCEPTION NO. 19: Beginning at the Southwest corner of Lot 15 of the Subdivision of Original Lot 14 of the Mesheketeno Reservation in Township 31 North, Range 11 East of the Third Principal Meridian in Kankakee County, Illinois, thence North 4 degrees 2 minutes West 10 feet, thence North 63 degrees 14 minutes West 207.1 feet, thence North 4 degrees 2 minutes West 594.8 feet to a point known as the point of beginning of this description: From said point of beginning thence North 4 degrees 2 minutes West 400 feet, thence North 85 degrees 58 minutes East 187 feet, thence South 4 degrees 2 minutes East 400 feet, thence South 85 degrees 58 minutes West 187 feet to the point of beginning.

Tract 3: Lot 9 Benoit Subdivision, Second Addition, being a Subdivision of part of Lots 6, 7, and 12 of the Subdivision of the East Half of the Francis Levia Reservation in Township 31 North, Range 11 East of the Third Principal Meridian, in Kankakee County, Illinois.