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MCHENRY COUNTY RECORDER  
PHYLLIS K. WALTERS

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PAGES 14

RECORDING FEE  
COUNTY STAMP FEE 28.00  
STATE STAMP FEE

**THE BY-LAWS OF THE  
HARVEST RUN HOMEOWNERS ASSOCIATION  
AN ILLINOIS NOT-FOR-PROFIT CORPORATION**  
*SUBDIVISION NAME: HARVEST RUN UNITS 1 AND 2*

**ARTICLE I  
NAME OF CORPORATION**

The name of this corporation is **Harvest Run Homeowners Association.**

**ARTICLE II  
PURPOSE AND POWERS**

**2.01 PURPOSES:** The purposes of this Association are to act on behalf of its members collectively, as their governing body, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the common use and enjoyment thereof by members of the Association, all on a not-for-profit basis. These By-Laws are subject to the provisions of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Harvest Run Homeowners Association ("Declaration") recorded with the Office of the Recorder of Deeds for McHenry County, Illinois as document No. 95R004871 and covers and pertains to the property legally described in EXHIBIT C which is attached here to and made a part hereof. All terms used herein shall have the meanings set forth in the Declaration.

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

*28.00*

### **ARTICLE III** **OFFICES**

**3.01 REGISTERED OFFICE:** The Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

**3.02 PRINCIPAL OFFICE:** The Association's principal office shall be maintained in the County in which the Premises are located.

### **ARTICLE IV** **MEETINGS OF MEMBERS**

**4.01 VOTING RIGHTS:** Any or all members may be present at any meeting of the members, but the voting rights shall be vested exclusively in the Voting Members. Each Voting Member shall be entitled to one vote for each Lot which he represents. The Voting Members may vote in person or by proxy. All proxies shall be in writing, revocable, valid only for eleven (11) months from the date of execution and filed with the Secretary. Only members in good standing shall be permitted to vote or run for the Board of Directors. A member in good standing is a member who is current in the payment of all Community Expenses and costs and is not a defendant in a lawsuit filed by the Association to enforce the Covenants, By-Laws or rules and regulations.

**4.02 PLACE OF MEETING; QUORUM:** Meetings of the members shall be held in McHenry County, Illinois as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of order as from time to time published. Five percent (5%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of a majority of the members present at such meeting.

**4.03 ANNUAL MEETINGS:** There shall be an annual meeting of the Owners on the third Tuesday of the month of September each year, or at such other reasonable time or day (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Owners not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting.

**4.04 . SPECIAL MEETINGS:** Special meetings of the members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the Owners or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the president, a majority of the Board, or by twenty percent (20%) of the Voting Members, and delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

**4.05 NOTICE OF MEETINGS:** Notices of meetings required to be given herein may be delivered either personally or by mail to the members, addressed to such member at the address given by him to the Board for the purpose of service of such notice or to the Lot of the Owner, if no address has been given to the Board. A notice of meeting shall include an agenda of business and matters to be acted upon or considered at the meeting.

## **ARTICLE V** **BOARD OF DIRECTORS**

**5.01 IN GENERAL:** The affairs of the Association shall be vested in the board of directors (the "Board") which shall consist of no more than 7 persons ("Directors") or such other number of persons as shall be fixed from time to time by the affirmative vote of a majority of the Voting Members present in person or by proxy at a regular or special meeting of the members. Each Director shall be an Owner or a Voting Member.

**ELECTION:** At each election for members of the Board, each Voting Member for each Lot which he represents shall be entitled to the number of votes equal to the number of Directors to be elected and cumulative voting shall be permitted; provided that a Resident is current for all dues owed. Following the initial board who will serve one year terms, the candidates receiving the three highest votes shall serve two year term and candidates receiving fourth or more shall serve one year term. Thereafter all directors shall serve two year terms. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office. Each Director shall serve a two year term. Each Director shall hold office until his term expires or until his successor shall have been elected and qualified.

**5.03 ANNUAL MEETINGS:** The Board shall hold an annual meeting within ten (10) days after the annual meeting of the members.

**5.04 REGULAR MEETINGS:** Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that not less than four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, at least two (2) days prior to the day named for any such meeting and such notice shall state the time and place of such regular meeting and such notice shall be posted conspicuously on the Premises so as to inform the Owners of such meetings.

**5.05 SPECIAL MEETINGS:** Special meeting of the Board may be called by the President or at least two-thirds (2/3) of the Directors then serving.

**5.06 WAIVER OF NOTICE:** Before or at any meeting of the Board any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**5.07 QUORUM:** A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided, that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

**5.08 COMPENSATION/REIMBURSEMENT FOR EXPENSES:** Directors shall receive no compensation, except as expressly provided in a resolution duly adopted by 75% of the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

**5.09 REMOVAL OR RESIGNATION OF DIRECTOR:** Any Director may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director may also be removed from the Board for absenteeism by a two-thirds (2/3) majority vote of the Board at a special meeting of the Board called for that purpose. Absenteeism shall consist of missing three or more consecutive Board meetings without cause. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns may be appointed by a majority of the remaining Directors at any regular meeting or a special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

**5.10 POWERS AND DUTIES OF THE BOARD:** The Board shall have all of the powers and duties granted to it or imposed upon it by the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

- (a) To engage the services of a manager or managing agent upon such terms and with such authority as the Board may approve;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Community Area and the Lot for which the Association is responsible under the Declaration and these By-Laws;
- (d) To procure insurance as provided for under the Declaration;
- (e) To estimate and provide each Owner with an annual budget showing the Community Expenses;
- (f) To set, give notices of and collect Community Assessments from the Owners as provided in the Declaration;
- (g) To pay the Community Expenses in conjunction with the obligations set forth in these By-laws, the Declaration, and the rules and regulations.

(h) Subject to the provisions of the Declaration, to own, convey, encumber, lease, grant licenses or easements or otherwise deal with any real property conveyed to or purchased by the Association;

(i) No additions, alterations or improvements including construction of a fence (see exhibit A), shed (see exhibit B), outbuilding (see exhibit B), swimming pool, antenna, satellite dish (limited to size, location to back of residence, exceptions require board approval) or similar change may be initiated without written board approval. Once approved, stated additions, alterations or improvements must be completed within 90 days after which proposals must be resubmitted. Subsequent interpretation of this article should refer to section 9.06 of the Declarations for Harvest Run.

(j) All boats, RV's, Campers, Trailers or personal watercraft may not be placed for storage anywhere on a lot or driveway for more the 72 hours without board approval. These rules may only be exercised twice per month without board approval.

(k) Parking/Storage: No commercial vehicles including but limited to those vehicles engaged in landscaping, commercial use trailers, or any other vehicles used in a trade may be parked or stored on a homeowner's premise. No boats, RV's campers, ATV 's, residential use trailers, personal watercraft, motorcycle, snowmobile or similar vehicles may parked or stored on an owners premises, unless garaged without hindering the closure of the garage door or any street except for the following exceptions:

(l) An owner may keep a boat, RV's, ATV's, campers, residential use trailers, personal watercraft, motorcycle, snowmobile or similar vehicles for a period of 72 consecutive ( 3 calendar days) hours during any given 7-day period. These vehicles may only be parked on the area of homeowner's lot directly adjacent to garage door directly to the street. Properties may not be altered to allow for parking/storage along or beside any residence.

(m) Industry/Signs – Signs advertising any sale, including, but not limited to, garage or estate sales, shall not be posted more than 24 hours before the sale, and all signs will be removed within one day of the sale.

(n) To adopt and, from time to time, to amend such reasonable rules and regulations as the Board may deem advisable for the use, enjoyment, administration, management, maintenance, conservation and beautification of the Community Area and the Lots and for the health, comfort, safety and general welfare of the Owners. Written notice of any such rules and regulations or amendments thereto shall be given to all Owners affected thereby;

(o) To delegate the exercise of its power to committees appointed pursuant to Article Seven of these By-Laws.

(p) For any violations of the rules and regulations or the Declaration and By-laws, the Board shall have the authority to impose at least the following fines: There will be a \$25.00 fine for the first violation, provided the Owner has not been fined for the same violation within the last year. If the Owner has been fined for the same violation within the last year, the fine will be \$50.00. Third and subsequent fines will be \$100.00 for each infraction. Continuing violations may incur a daily fine of up to \$25.00 per day. The Board shall have the right to change the fine schedule through its duly adopted rules and regulations.

## **ARTICLE VI**

### **OFFICERS**

**6.01 OFFICERS:** The officers of the Association shall be a President, a Secretary and a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be Directors and shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board.

**6.02 VACANCY OF OFFICE:** Any officer may be removed from office at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof. Removal from office does not constitute removal from the Board.

**6.03 POWERS OF OFFICERS:** The respective officers of the Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers, including but not limited to, the following:

(a) The President shall be the Chief Executive Officer of the Association and shall preside at all meetings of the members and at all meetings of the Board and shall execute all contracts and amendments to the Declaration and these By-Laws as provided in the Declaration and these By-Laws.

(b) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of such other books, papers and documents as the Board may prescribe;

(c) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of accounts kept for such purpose.

**6.04 OFFICERS' COMPENSATION:** The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

03-028-4594

**ARTICLE VII**  
**COMMITTEES DESIGNATED BY BOARD**

**7.01 BOARD COMMITTEES:** The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees (other than the ACC which is established by the Amended and Restated Declaration), each of which must consist of one or more Directors, which committees, to the extent consistent with law and as provided in said resolution, shall have and exercise such authority as the Board deems proper; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

**7.02 SPECIAL AND STANDING COMMITTEES:** Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners or representative of Owners and the President of the Association shall appoint the members of such committee and shall designate a Director to act as a liaison between such committee and the Board. Any member of such committee may be removed by the President of the Association whenever in his judgment the best interests of the Association shall be served by such removal. The powers and the duties of any such standing committee shall be as set from time to time by resolution of the Board.

**7.03 TERM:** Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

**7.04 CHAIRMAN:** One member of each committee shall be appointed chairman.

**7.05 VACANCIES:** Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments to such committee.

**7.06 QUORUM:** Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

**7.07 RULES:** Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.



**ARTICLE VIII**  
**CONTRACTS, CHECKS, DEPOSITS AND FUNDS**

**8.01 CONTRACTS:** The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

**8.02 PAYMENTS:** All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

**8.03 BANK ACCOUNTS:** All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board shall elect.

**8.04 SPECIAL RECEIPTS:** The Board may accept on behalf of the Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Association.

**ARTICLE IX**  
**FISCAL MANAGEMENT**

**9.01 FISCAL YEAR:** The fiscal year of the Association shall be established by the Association and may be changed from time to time by a resolution adopted by two-thirds (2/3) of the Board.

**9.02 ANNUAL STATEMENT:** Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with a statement of the income and disbursements of the Association for such fiscal year.

**9.03 SPECIAL STATEMENT:** Within thirty (30) days after receipt of a written request from an Owner (together with payment of a reasonable fee, if any, set by the Board) the Board shall provide the owner with a statement containing the following information:

(a) The status of the Owner's account and the amount of any unpaid assessments or other charges due and owing from the owner; and

(b) The status and amount of any and all Capital Reserves.

9.04 **ASSESSMENT PROCEDURE**: Community assessments and special assessments shall be made and collected as provided in the Declaration.

## **ARTICLE X** **BOOKS AND RECORDS**

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his mortgagee, agent or attorney, for any proper purpose at any reasonable time.

## **ARTICLE XI** **AMENDMENTS**

These By-Laws may be amended or modified at any time, or from time to time in the identical fashion as that provided for amendment of the Amended and Restated Declaration of Covenants for the **Harvest Run Homeowners Association**, provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration.

## **EXHIBIT A – FENCES**

Fence proposals should include following elements and a subject to board approval:

Board on Board as per Declarations.

Not to exceed four feet in height between adjoining lot(s).

Fences 6 feet high are allowed for those residents who are along Huntley Road.

Landscaping – a plan should be included that compliments existing homeowners lot as well as surrounding lots.

Owners of lots to open areas will be generally unaccepted unless minimal size and landscaping elements conceal its structure.

Owners will be responsible for ongoing maintenance.

## **EXHIBIT B – Sheds & Outbuildings**

Proposals for Sheds & Outbuildings must follow the following guidelines:

Size – the footprint of the floor plan may not exceed eight (8) by ten (10) feet. Height may not exceed nine (9 feet).

Construction Materials – Wood with Vinyl siding that is similar to the residence on the homeowners' lot. Roofing materials are to be similar color and material of resident's lot.

Landscaping – a plan should be included that compliments existing homeowners lot as well as surrounding lots.

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, 831.33 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 51.28 FEET; THENCE NORTH 76 DEGREES 20 MINUTES 59 SECONDS WEST, 100.00 FEET; THENCE SOUTH 62 DEGREES 56 MINUTES 29 SECONDS WEST, 61.26 FEET; THENCE SOUTH 77 DEGREES 14 MINUTES 16 SECONDS WEST, 70.61 FEET; THENCE NORTH 83 DEGREES 11 MINUTES 38 SECONDS WEST, 70.61 FEET; THENCE NORTH 63 DEGREES 03 MINUTES 44 SECONDS WEST, 73.45 FEET; THENCE NORTH 44 DEGREES 07 MINUTES 33 SECONDS WEST, 71.68 FEET; THENCE NORTH 21 DEGREES 42 MINUTES 56 SECONDS WEST, 102.99 FEET; THENCE NORTH 76 DEGREES 23 MINUTES 04 SECONDS WEST, 272.00 FEET; THENCE NORTH 76 DEGREES 43 MINUTES 12 SECONDS WEST, 125.39 FEET; THENCE SOUTH 37 DEGREES 35 MINUTES 18 SECONDS WEST, 125.60 FEET; THENCE SOUTH 14 DEGREES 54 MINUTES 10 SECONDS WEST, 138.18 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 18 SECONDS WEST, 120.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 42 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 13.68 FEET; THENCE NORTHERLY, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE EASTERLY, HAVING A RADIUS OF 395.00, AN ARC LENGTH OF 136.33 FEET, TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING NORTHERLY, ALONG SAID REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 455.00 FEET, AN ARC LENGTH OF 95.08 FEET, SAID CURVE HEREINAFTER REFERRED TO AS CURVE "A"; THENCE NORTH 82 DEGREES 12 MINUTES 33 SECONDS WEST, 60.00 FEET; THENCE NORTHERLY ON A CURVE, BEING 60.00 FEET WESTERLY OF AND CONCENTRIC WITH SAID CURVE "A", CONCAVE WESTERLY, HAVING A RADIUS OF 395.00 FEET, AN ARC LENGTH OF 50.25, AND A CHORD BEARING OF NORTH 04 DEGREES 08 MINUTES 47 SECONDS EAST, TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 30 MINUTES 06 SECONDS EAST, 73.84 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, 180.77 FEET, TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER AND 116.52 FEET SOUTH OF THE SOUTH LINE OF BARDWELL OF LAKEWOOD, RECORDED FEBRUARY 9, 1977 AS DOCUMENT NUMBER 686345, AS MEASURED ALONG SAID WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER; THENCE NORTH 00 DEGREES 00 MINUTES 42 SECONDS WEST, ALONG SAID WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER 116.52 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 07 SECONDS EAST, ALONG SAID SOUTH LINE OF BARDWELL OF LAKEWOOD, 16.81 FEET; THENCE NORTH 00 DEGREES 30 MINUTES 06 SECONDS EAST, ALONG THE EAST LINE OF SAID BARDWELL OF LAKEWOOD, 714.02 FEET; THENCE NORTH 65 DEGREES 09 MINUTES 39 SECONDS EAST, 325.68 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1880.00 FEET, AN ARC LENGTH OF 138.85 FEET, AND A CHORD BEARING OF SOUTH 26 DEGREES 59 MINUTES 50 SECONDS EAST; THENCE NORTH 65 DEGREES 07 MINUTES 07 SECONDS EAST, 140.00 FEET; THENCE SOUTH 23 DEGREES 45 MINUTES 23 SECONDS EAST, 79.32 FEET; THENCE SOUTH 29 DEGREES 13 MINUTES 01 SECONDS EAST, 74.49 FEET; THENCE SOUTH 28 DEGREES 34 MINUTES 27 SECONDS EAST, 86.72 FEET; THENCE NORTH 72 DEGREES 46 MINUTES 57 SECONDS EAST, 97.69 FEET; THENCE NORTH 67 DEGREES 26 MINUTES 27 SECONDS EAST, 120.69 FEET; THENCE SOUTH 72 DEGREES 00 MINUTES 54 SECONDS EAST, 74.69 FEET; THENCE NORTH 65 DEGREES 01 MINUTES 48 SECONDS EAST, 105.19 FEET; THENCE SOUTH 24 DEGREES 58 MINUTES 12 SECONDS EAST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 3.70 FEET; THENCE SOUTHEASTERLY, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE CONCAVE WESTERLY, HAVING A RADIUS OF 270.00 FEET, AN ARC LENGTH OF 111.86 FEET, TO A POINT OF TANGENCY; THENCE SOUTH 01 DEGREES 13 MINUTES 54 SECONDS EAST, 52.36 FEET; THENCE NORTH 89 DEGREES 07 MINUTES 08 SECONDS EAST, 286.74 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHWEST QUARTER, 1857.22 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, AS MEASURED ALONG SAID EAST LINE; THENCE SOUTH 0 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE, 1025.89 FEET, TO THE POINT OF BEGINNING, IN McHENRY COUNTY, ILLINOIS.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

CONTAINING 30.50 ACRES, MORE OR LESS.

03-028-4599

EXHIBIT C PG 2

THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 0 DEGREES 00 MINUTES 00 SECONDS WEST, ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER 831.33 FEET; THENCE ALONG THE BOUNDARY OF HARVEST RUN - UNIT 1, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1995 AS DOCUMENT NUMBER 95R004873, THROUGH THE FOLLOWING DESCRIBED 20 COURSES: THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 51.28 FEET; THENCE NORTH 76 DEGREES 20 MINUTES 59 SECONDS WEST, 100.00 FEET; THENCE SOUTH 62 DEGREES 56 MINUTES 29 SECONDS WEST, 61.26 FEET; THENCE SOUTH 77 DEGREES 14 MINUTES 16 SECONDS WEST, 70.61 FEET; THENCE NORTH 83 DEGREES 11 MINUTES 38 SECONDS WEST, 70.61 FEET; THENCE NORTH 63 DEGREES 06 MINUTES 44 SECONDS WEST, 73.45 FEET; THENCE NORTH 44 DEGREES 07 MINUTES 33 SECONDS WEST, 71.58 FEET; THENCE NORTH 21 DEGREES 42 MINUTES 56 SECONDS WEST, 102.99 FEET; THENCE NORTH 76 DEGREES 23 MINUTES 04 SECONDS WEST, 272.00 FEET; THENCE NORTH 76 DEGREES 43 MINUTES 12 SECONDS WEST, 125.39 FEET; THENCE SOUTH 37 DEGREES 35 MINUTES 18 SECONDS WEST, 125.60 FEET; THENCE SOUTH 14 DEGREES 54 MINUTES 10 SECONDS WEST, 138.18 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 18 SECONDS WEST, 120.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 42 SECONDS WEST, AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 13.68 FEET; THENCE NORTHERLY, ALONG A CURVE TANGENT TO THE LAST DESCRIBED COURSE, CONCAVE EASTERLY, HAVING A RADIUS OF 395.00, AN ARC LENGTH OF 136.33 FEET, TO A POINT OF REVERSE CURVATURE; THENCE CONTINUING NORTHERLY, ALONG SAID REVERSE CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 455.00 FEET, AN ARC LENGTH OF 95.08 FEET; SAID CURVE HEREINAFTER REFERRED TO AS CURVE "A"; THENCE NORTH 82 DEGREES 12 MINUTES 33 SECONDS WEST, 60.00 FEET; THENCE NORTHERLY ON A CURVE, BEING 60.00 FEET WESTERLY OF AND CONCENTRIC WITH SAID CURVE "A", CONCAVE WESTERLY, HAVING A RADIUS OF 395.00 FEET, AN ARC LENGTH OF 50.25, AND A CHORD BEARING OF NORTH 04 DEGREES 08 MINUTES 47 SECONDS EAST, TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 30 MINUTES 06 SECONDS EAST, 73.84 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 36 SECONDS WEST, 180.77 FEET, TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, 116.52 FEET SOUTH OF, AS MEASURED ALONG SAID WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, THE SOUTH LINE OF BARDWELL OF LAKEWOOD, RECORDED FEBRUARY 9, 1977 AS DOCUMENT NUMBER 686345; THENCE SOUTH 00 DEGREES 00 MINUTES 42 SECONDS EAST, ALONG SAID WEST LINE OF THE EAST HALF OF SAID SOUTHWEST QUARTER, 1218.35 FEET, TO THE SOUTHWEST CORNER OF SAID EAST HALF OF THE SOUTHWEST QUARTER; THENCE SOUTH 89 DEGREES 25 MINUTES 38 SECONDS EAST, ALONG THE SOUTH LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER, 1303.95 FEET, TO THE POINT OF BEGINNING;

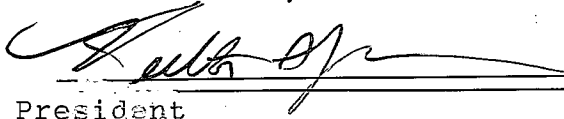
ALSO

OUTLOTS A AND B IN HARVEST RUN - UNIT 1, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 43 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 13, 1995 AS DOCUMENT NUMBER 95R004873, ALL IN MCHENRY COUNTY, ILLINOIS.

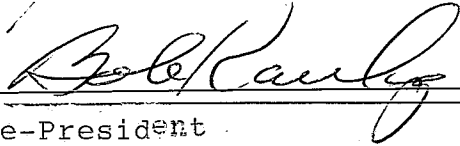
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Date: \_\_\_\_\_

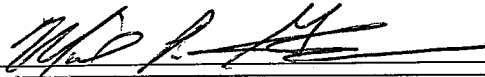
4/3/03



President



Vice-President



Secretary

This Instrument Was Prepared By: Keith Schoepke  
950 Wheatland Drive  
Crystal Lake, IL 60014

03-028-4601

### SPECIAL AMENDMENT TO DECLARATION FOR HARVEST RUN

This Special Amendment is made by Republic Bank not individually, but as trustee under Trust #1332 ("Declarant").

Declarant recorded the Declaration for Harvest Run in McHenry County, Illinois on February 13, 1995 as Document No. 95R4871 (the "Declaration") against the property legally described on Exhibit A attached hereto. Section 10.01 of the Declaration reserves to the Declarant the right and power to unilaterally amend the Declaration to, among other things, correct errors in the Declaration. Declarant desires to clarify Section 8.08 in order to avoid erroneous or incorrect interpretations. Accordingly, pursuant to the right and power reserved to the Declarant in Section 10.01 of the Declaration, the Declaration is hereby amended as follows:

1. Section 8.08 is hereby amended to be and read, in its entirety, as follows:

"No fencing or other structure of any type shall be constructed or installed on that portion (and only that portion) of a Lot which is designated on a Plat of Subdivision as being subject to a "Landscape Easement." A fence may be constructed on Easement Lots subject to a Landscape Easement, but not that portion of such Lots subject to a Landscape Easement; however, if required, the approval of the Declarant must be obtained pursuant to Section 9.06 and, in any event, any such fence shall be subject to all required governmental approvals and permits and shall be no higher than six (6) feet, or such lower height as may be prescribed by applicable governmental laws, ordinances or regulations and shall be constructed with western red cedar wood, one inch by six inch board on board with four inch posts."

2. Section 9.06 is hereby amended by adding the following at the end thereof:

"A fence may be constructed on a lot which is not subject to a Landscape Easement provided any such shall be subject to all required governmental approvals and permits and shall be no higher than six (6) feet, or such lower height as may be prescribed by applicable governmental laws, ordinances or regulations with six inch board on board with four inch posts."

3. As hereby amended, the Declaration is ratified and confirmed and shall continue in full force and effect.

Dated: MARCH 27, 1997

This instrument is executed by Republic Bank of Chicago, and personally as individuals, but solely or trustee as stated in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties and representations herein are made solely on information and belief without any actual inquiry or investigation by Republic Bank of Chicago and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against Republic Bank of Chicago shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against Republic Bank of Chicago by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters contained herein.

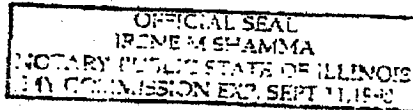
Republic Bank not individually,  
but as trustee under, Trust #1332

By: [Signature]  
J. J. [unclear]

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that BEVERLY J. VANDYKE SUSANNE RENIK of Republic Bank, Trust #1332, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such T.O. / SECRETARY appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his free and voluntary act for the uses and purposes herein set forth.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of MARCH, 1997.



*Irene M. Shamma*  
Notary Public

**CONSENT OF MORTGAGE**

The undersigned hereby consents to the attached amendment.

CITIBANK SAVINGS, INC.

By: *Joseph K. Kreisel* 3/10/97

JOSEPH K. KREISEL  
VICE PRESIDENT  
CITIBANK, ILLINOIS

Subscribed before me  
this 11<sup>th</sup> day of March, 1997

*Joyce R. Benjamin*  
Notary Public

