

**AMENDED AND RESTATED DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND
RESERVATIONS AFFECTING THE PROPERTY
KNOWN AS HUNTINGTON ESTATES AND
HUNTINGTON ESTATES ADDITION**

This instrument is recorded for the purpose of replacing, in its entirety, the Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition (hereinafter referred to as the "Original Declaration"), recorded on May 28, 1976 as Document No. R76-33263 in the Office of the Recorder of Deeds, DuPage County, Illinois. The Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", are recorded for the purpose of replacing, in its entirety, the By-Laws of the Bath and Tennis Club of Huntington Estates, Inc. (as amended October 16, 2012) (hereinafter referred to as the "2012 By-Laws").

This Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition is made and entered into by the Board of Directors of the Bath & Tennis Club of Huntington Estates, Inc. in accordance with the provisions of Section 1-60(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-60(a)), which provides that the Club may correct errors or omissions in the Original Declaration as may be required to conform to said Act and any other applicable statute

by vote of two-thirds (2/3) of the members of the Board. This Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition, the text of which is set forth below, shall become effective following its recording in the Office of the Recorder of Deeds, DuPage County, Illinois.

The Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", are adopted pursuant to the provisions of Article XIV of the 2012, which provides that amendments to said 2012 By-Laws, other than to Article XIII thereof, may be made by the affirmative vote of a majority of the Board members at a meeting of the Board provided that at least fifteen (15) days' written notice of the intent to adopt such amended documents has been provided. The Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", shall become effective following its recording in the Office of the Recorder of Deeds, DuPage County, Illinois.

PREAMBLE

WHEREAS, the Bath & Tennis Club of Huntington Estates, Inc. (hereinafter referred to as the "Club"), through its Board of Directors, administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Property");

WHEREAS, the Original Declaration was recorded on May 28, 1976 as Document No. R76-33263 in the Office of the Recorder of Deeds, DuPage County, Illinois;

WHEREAS, the 2012 By-Laws were adopted on October 16, 2012;

WHEREAS, the Board desires to amend and restate the Original Declaration, replacing it, in its entirety, with this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition in order to conform that document to the current provisions of the Illinois Common Interest Community Association Act as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, the Board desires to amend and restate the 2012 By-Laws, replacing it, in its entirety, with the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B";

WHEREAS, this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition has been approved by the affirmative vote of at least two-thirds (2/3) of the members of the Board at a meeting of the Board;

WHEREAS, the Amended and Restated By-Laws of the Bath & Tennis Club of

Huntington Estates, Inc., attached hereto as Exhibit "B", are adopted pursuant to Article XIV of the 2012 By-Laws, having been approved by the affirmative vote of a majority of the Board members at a meeting of the Board;

WHEREAS, written notice of the intent of the Board to vote on the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", was provided to each owner of a lot subject to the Original Declaration at least fifteen (15) days prior to the Board's vote on same; and

WHEREAS, this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition and the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", shall become effective upon recordation in the Offices of the Recorder of Deeds of DuPage County, Illinois.

NOW THEREFORE, the Original Declaration is hereby amended and restated as follows:

ARTICLE I

DEFINITIONS

The following terms, when used in this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition, shall have the following meanings, unless otherwise noted:

Section 1.01: "**Act**" shall mean and refer to the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.), as amended from time to time.

Section 1.02: "**Board**" shall mean and refer to the Board of Directors of the Club as constituted at any time or from time to time, in accordance with the applicable provisions of this Declaration and the By-Laws.

Section 1.03: "**By-Laws**" shall mean and refer to the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 1.04: "**Club**" shall mean and refer to the Bath & Tennis Club of Huntington Estates, Inc., an Illinois not-for-profit corporation, its successors and assigns.

Section 1.05: "**Common Expenses**" shall mean and refer to the proposed or

actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Club.

Section 1.06: **“County”** shall mean and refer to DuPage County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in, DuPage County as of the Recording of this Declaration.

Section 1.07: **“Declaration”** shall mean and refer to this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition, as amended from time to time.

Section 1.08: **“Lot”** shall mean and refer to a subdivided lot on the Property designed and intended for any type of independent use including as a single-family residential dwelling.

Section 1.09: **“Member” or “Membership”** shall mean and refer to every person or entity holding Membership in the Club as provided in Article IV hereof.

Section 1.10: **“Municipality”** shall mean and refer to the City of Naperville, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the City of Naperville, Illinois as of the Recording of this Declaration.

Section 1.11: **“Owner”** shall mean and refer to the Person or Persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Lot, but excluding those Persons having any interest merely as security for the performance of an obligation.

Section 1.12: **“Person”** shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 1.13: **“Prescribed Delivery Method”** shall mean mailing, delivering, posting in a Club publication that is routinely mailed to all Owners, electronic transmission, or any other delivery method that is approved in writing by the Owner and authorized by this Declaration, the By-Laws or rules and regulations of the Club.

Section 1.14: **“Property”** means all the land, property and space subject to this Declaration, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights and appurtenances belonging thereto, and all

fixtures and equipment intended for the mutual use, benefit or enjoyment of the Members, submitted to this Declaration and as legally described in Exhibit "A" attached hereto.

Section 1.15: "Record" shall mean to record in the office of the Recorder of Deeds of DuPage County, Illinois.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants set forth herein, which Property is legally described in Exhibit "A" attached hereto.

ARTICLE III

GENERAL PURPOSES

The real property described in Exhibit "A" attached hereto is subject to the terms of this Declaration to insure high standards of maintenance and operation of community facilities and services for the benefit and convenience of all Owners of property and all residents and, in general, to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE IV

BATH AND TENNIS CLUB OF HUNTINGTON ESTATES, INC.

Section 4.01: **Creation and Purposes**

The Club has been formed as an Illinois not-for-profit corporation. The Club's Articles of Incorporation were issued by the Secretary of State on June 30, 1975 and Recorded in the Office of the DuPage County Recorder as Document Number R75-37340 on July 24, 1975 and whose purposes as described therein are:

- (1) To provide high standards of maintenance and operation of all portions of the Property reserved for the common use of all residents and Owners of property therein including, but not limited to, private common open space, recreational facilities, club houses and private streets, and in general to maintain and promote the desired character of the Property.
- (2) Acquisition, construction and operation of athletic facilities including swimming pool, tennis courts, club facilities in connection therewith and other related activities.

- (3) To provide instruction and physical education including but not limited to swimming, tennis and other similar activities.
- (4) To receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the foregoing general purposes.
- (5) To receive any gift, bequest, or devise of any such property for any purpose specified by the donor or testator within any of the foregoing general purposes provided however that no part of the net earnings of the Club shall inure to the benefit of any member, member of the Board of Directors, officer of the Club, or any private individual (except that reasonable compensation may be paid for services rendered to, by or for the Club affecting one or more of its purposes), and no member, member of the Board of Directors, officer of the Club or any private individual shall be entitled to share in the distribution of any of the Club's assets on dissolution of the Club, and that no part of the activities of the Club shall be carrying on propaganda, or otherwise attempting to influence legislation, or participating in or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office, and that no part of the net earnings or other assets of the Club shall be contributed to any organization which does not conform to the requirements set forth in this paragraph, and in general to maintain and promote the desired character of the Property.

Section 4.02: Membership and Voting

Every Owner of a fee simple interest in a Lot on the Property shall become and be a member of the Club and each such member shall be entitled to one (1) vote on each matter submitted to a vote of members for each recorded Lot owned by him, her or it, or, shall be entitled to five (5) votes on each matter submitted to vote of members for each unsubdivided acre owned by him, her or it, its successors or assigns, provided that where title to a Lot or parcel is in more than one Person, such co-owners acting jointly shall be entitled to vote as one (1) voter.

Section 4.03: Powers and Duties of the Bath and Tennis Club

The Club has, in addition to the powers and duties set forth in its Articles of Incorporation, the following powers and duties:

- (a) To the extent such services are not provided by any governmental body, the Club shall:

- (1) Care for, spray, trim, protect, plant and replant trees, shrubbery and grass on all property owned by the Club and on all property set aside in the Property for the common and general use of the residents and Owners of property therein.
 - (2) Maintain entranceways to the Property.
 - (3) Maintain recreational and athletic facilities including swimming pool, tennis courts and club facilities in connection therewith on any land set aside for said use in the Property.
 - (4) Maintain retention and detention areas in private common open space in accordance with their original design standards so as to insure proper storm water control.
- (b) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Club and to pay taxes on such real estate as may be owned by it.
 - (c) To make such improvements to the entranceways to the Property and to provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the members of the Club acting in accordance with its Articles of Incorporation and By-Laws, provided, however, that any such actions so authorized shall always be for the express purpose of keeping the Property a highly desirable residential community.
 - (d) The Club shall permanently maintain as private common open space Lot 85 in Huntington Estates Unit I Subdivision and such other properties as shall be designated private common open space for the common use of all residents and Owners of property in the Property and for use as recreational facilities, clubhouses and detention/retention areas.
 - (e) The Club shall obtain and maintain fidelity insurance covering all Persons who control or disburse funds of the Club for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Club.

Section 4.04: Method for Providing General Funds—Annual Assessments

- (a) For the purpose of providing for a general fund to enable the Club to exercise the powers and make and maintain the improvements and render the services herein provided for, the Board shall determine for each year the total amount required of such fund for such year and may levy annual dues or special assessments in accordance with the By-Laws.

- (b) The Board shall provide to each Owner a copy of the proposed annual budget at least thirty (30) days, but not more than sixty (60) days, prior to the adoption of said budget by the Board.
- (c) Provided that, if an adopted budget or any separate assessment would result in the sum of all regular and separate assessments payable in the budgeted fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, then the Board, upon written petition signed by Owners representing at least twenty percent (20%) of the Lots in the Property delivered to the Board within fourteen (14) days of the Board's adoption of the budget, shall call a meeting of the Members to be held within thirty (30) days of the date of delivery of the petition to consider the budget. At said meeting, unless Members representing a majority of the total Lots in the Property cast votes to reject the adopted budget, the adopted budget is ratified.
- (d) Provided further, however, that separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of Subsection (c) or (e) of this Section. As used in this Section, "emergency" means a danger to or a compromise of the structural integrity of the common area or any of the common facilities of the Club or a danger to the life, health or safety of the Members.
- (e) Provided further, however, that any assessments for additions or alterations to the common area or other Club owned property that are not included in the adopted annual budget shall be separately assessed and shall be subject to the approval of Members representing a majority of the total Lots in the Property.
- (f) In the event of failure of any Owner to pay annual dues or special assessments in accordance with the By-Laws, provided that no special assessment shall be valid until the same shall have been ratified and approved by a majority of the equity Members present in person or by written proxy at a regular meeting or at a special meeting called for the purpose of considering the same, on or before sixty (60) days following due date and following proper notice to such Owner of annual dues or special assessment, then said annual dues or special assessment shall become delinquent and shall bear interest at the rate of 9 percent (9%) per annum from the due date thereof to the date of payment of both principal and interest and may thereafter be enforced against the Owner personally, as satisfaction of the lien on said real estate. It shall be the duty of the Club to bring suits to enforce such liens before the expiration thereof. The Club may, at its discretion, file certificates of non-payment of annual dues or special assessments in the Office of the Recorder of

Deeds whenever any such annual dues or special assessments are delinquent. For each certificate so filed, the Club shall be entitled to collect from the owner or owners of the real property described therein an additional fee of ten dollars (\$10.00) and reasonable attorney's fees, which fees are hereby declared to be in addition to the lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original annual dues or special assessment provided for herein and in addition to the interest and principal due thereon.

- (g) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property prior to the effective dates of such liens.
- (h) Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the annual dues or special assessment, in which case the lien shall continue until the sale of the property under execution of the judgment in such suit.

Section 4.05: Itemized Accounting

Within a reasonable time after the close of each fiscal year, the Board shall provide all Owners with a reasonably detailed summary of the receipts, Common Expenses, and reserves for the preceding budget year. Additionally, the Board shall either: (a) make available for review to all Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves; or (b) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Club.

Section 4.06: Expenditures Limited to Annual Dues or Special Assessments for Current Year

The Club shall not expend more money within any one (1) year than the total amount of annual dues or special assessments for that particular year plus any surplus which it may have on hand from previous years. Nor shall said Club enter into any contract whatever binding annual dues or special assessments of any future years except for contracts for utilities and no such contract shall be valid or enforceable against the Club.

ARTICLE V

GENERAL PROVISIONS

Section 5.01: **Duration**

Each of the covenants set forth herein shall continue for a period of thirty (30) years from the date of Recording of this Declaration and thereafter for successive periods of twenty-five (25) years each.

Section 5.02: **Covenants to Run with the Land**

The covenants herein set forth shall run with the land and bind any Person having at any time any interest or estate in any part of the Property. The Club and each Owner or Owners of any portion of the Property from time to time or the Municipality shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the provisions of this Declaration, or any of them, in addition to the right to bring an ordinary legal action for damages.

Section 5.03: **Amendments**

The record Owners in fee simple of the residential Lots in the Property may revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration but only at the times and in the manner hereinafter set forth except no change of provisions directly affecting the Municipality or relative to the maintenance provisions affecting the common areas of the Property shall be valid without the approval of the Municipality:

- (a) Any such change or changes may be made effective at any time within ten (10) years from the date of recording this Declaration if the record Owners in fee simple of at least four-fifths (4/5) of said Lots consent thereto.
- (b) Any such change or changes may be made effective at the end of said initial thirty (30) year period or any such successive twenty-five (25) year period if the record Owners in fee simple of at least two-thirds (2/3) of the 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 DuPage County, Illinois.

Section 5.04: **Notices**

Each Owner shall file the correct mailing address of such Owner with the Club and shall notify the Club promptly in writing of any subsequent change of address. A written notice sent by a Prescribed Delivery Method to any Owner at the last address filed by such Owner with the Club shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

END OF TEXT OF DECLARATION

This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187
(630) 690-6446

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

The undersigned is President of the Board of Directors of the Bath & Tennis Club of Huntington Estates, Inc. and by my signature below do hereby certify that the attached is a true, correct, and accurate copy of the Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition, and that said document was approved by at least two-thirds (2/3) of the Board members at a meeting of the Board. By my signature below I further hereby certify that the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", have been approved by the affirmative vote of a majority of the Board members at a meeting of the Board and that written notice of the intent of the Board to vote on said document was provided to each Owner at least fifteen (15) days prior to the Board's vote on same.

EXECUTED this _____ day of _____, 20____.

Being the President of the Bath & Tennis Club
of Huntington Estates, Inc.

I, _____, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of the Bath & Tennis Club of Huntington Estates, Inc., which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Huntington Estates Unit I, a Subdivision of part of the Southeast quarter of Section 20 and part of the Northeast quarter of Section 29, Township 38 North, Range 10, East of the Third Principal Meridian, in the City of Naperville, DuPage County, Illinois.

Also

That part of the Southeast quarter of Section 20 and part of the Northeast quarter of Section 29, Township 38 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said Northeast quarter of Section 29; thence South 0 degrees 6 minutes 3 seconds East along the East line of said Northeast quarter, 173 feet, more or less, to the Northerly line of Huntington Estates Unit 1 as recorded by Document No. R75-56556; thence North 89 degrees 54 minutes 2 seconds West along the Northerly line of said Huntington Estates Unit 1, 542.87 feet to a point; thence South 83 degrees 12 minutes 58 seconds West along said Northerly line, 100.64 feet to a point; thence North 6 degrees 47 minutes 2 seconds West along said Northerly line, 231.14 feet to a point; thence North 27 degrees 53 minutes 20 seconds West along said Northerly line, 356.90 feet to a point; thence North 34 degrees 17 minutes 19 seconds West along said Northerly line, 80.22 feet to a point; thence North 45 degrees 14 minutes 0 seconds West along said Northerly line, 121.83 feet to a point; thence North 63 degrees 58 minutes 1 second West along said Northerly line, 145.58 feet to a point; thence North 68 degrees 23 minutes 25 seconds West along said Northerly line, 100.06 feet to a point; thence North 73 degrees 18 minutes 48 seconds West along said Northerly line, 193.19 feet to a point; thence North 81 degrees 12 minutes 10 seconds West along said Northerly line, 167.51 feet to a point; thence North 87 degrees 38 minutes 32 seconds West along said Northerly line, 260.50 feet to a point; thence South 89 degrees 52 minutes 24 seconds West along said Northerly line, 187.00 feet to a point; thence North 1 degree 55 minutes 5 seconds West along said Northerly line 40.63 feet to a point; thence South 88 degrees 4 minutes 55 seconds West along said Northerly line, 186.00 feet more or less, to the Westerly line of the aforesaid Huntington Estates Unit 1, said line being also the Easterly line of Lot 1 of R.J. Alice Subdivision recorded by Doc. No. R68-21844; thence North 1 degree 55 minutes 5 seconds West along said Easterly line of Lot 1, 312.38 feet, more or less, to the Northeast corner of said Lot 1, said point being also the Southeast corner of Lot 3 of Krings-Klootwyk Assessment Plat recorded by Doc. No. 516913; thence North 63 degrees 36 minutes 26 seconds West along the Southerly line of said Lot 3, 44.01 feet to a point; thence North 26 degrees 23 minutes 34 seconds East, 130.00 feet to a point; thence North 63 degrees 36 minutes 26 seconds West, 47.02 feet to a point; thence North 26 degrees 23 minutes 34 seconds East, 191.00 feet to a point; thence South 63 degrees 36 minutes 26 seconds East, 114.40 feet to a point; thence South 59 degrees 0 minutes 28 seconds East, 70.21 feet to a point; thence South 76 degrees 5 minutes 5 seconds East, 130.00 feet to a point; thence South 21 degrees 19 minutes 52 seconds West, 100.21 feet to a point; thence South 1 degree 55 minutes 5 seconds East, 152.85

feet to a point; thence North 88 degrees 4 minutes 55 seconds East, 71.76 feet to a point; thence South 84 degrees 26 minutes 42 seconds East, 249.79 feet to a point; thence South 82 degrees 44 minutes 30 seconds East, 234.09 feet to a point; thence South 78 degrees 1 minute 59 seconds East, 181.86 feet to a point; thence South 70 degrees 38 minutes 36 seconds East, 105.43 feet to a point; thence South 78 degrees 31 minutes 24 seconds East, 125.58 feet to a point; thence South 63 degrees 0 minutes 14 seconds East, 186.06 feet to a point; thence South 47 degrees 33 minutes 11 seconds East, 147.95 feet to a point; thence South 27 degrees 53 minutes 20 seconds East, 492.34 feet to a point; thence South 53 degrees 55 minutes 22 seconds East, 125.73 feet to a point; thence South 81 degrees 19 minutes 6 seconds East, 130.16 feet to a point; thence South 89 degrees 54 minutes 2 seconds East, 150.00 feet to a point; thence South 2 degrees 35 minutes 2 seconds East, 153.17 feet more or less, to the South line of the Southeast quarter of Section 20, aforementioned; thence South 89 degrees 54 minutes 2 seconds East along said South line, 23.76 feet, more or less, to the point of beginning, all in DuPage County, Illinois, containing 21.34 acres, more or less.

Also

That part of the Southeast quarter of Section 20, Township 38 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southeast quarter of Section 20; thence North 89 degrees 54 minutes 2 seconds West along the South line of said Southeast quarter, 23.76 feet to a point on the Easterly line of Huntington Estates Unit 2; thence North 2 degrees 35 minutes 2 seconds West along said Easterly line, 153.17 feet to the Northeast corner of said Unit 2 for a point of beginning; thence North 89 degrees 54 minutes 2 seconds West along the Northerly line of said Unit 2, 150.0 feet to a point; thence North 81 degrees 19 minutes 6 seconds West along said Northerly line, 130.16 feet to a point; thence North 53 degrees 55 minutes 22 seconds West along said Northerly line, 125.73 feet to a point; thence North 27 degrees 55 minutes 20 seconds West along said Northerly line, 492.34 feet to a point; thence 47 degrees 33 minutes 11 seconds West along said Northerly line, 147.95 feet to a point; thence North 63 degrees 0 minutes 14 seconds West along said Northerly line, 186.06 feet to a point; thence North 78 degrees 31 minutes 24 seconds West along said Northerly line, 125.58 feet to a point; thence North 70 degrees 38 minutes 36 seconds West along said Northerly line, 105.43 feet to a point; thence North 78 degrees 1 minute 58 seconds West along said Northerly line, 181.86 feet to a point; thence North 82 degrees 44 minutes 30 seconds West along said Northerly line 234.09 feet to a point; thence North 84 degrees 26 minutes 42 seconds West along said Northerly line, 249.79 feet to a point; thence South 88 degrees 4 minutes 55 seconds West along said Northerly line, 71.76 feet to a point; thence North 1 degree 55 minutes 5 seconds West along the Easterly line of said Unit 2, 152.85 feet to a point; thence North 21 degrees 19 minutes 52 seconds East along said Easterly line, 100.21 feet to the intersection of the Northerly line of said Unit 2 with the Southerly line of Huntington Estates Addition; thence North 5 degrees 31 minutes 15 seconds East along the Easterly line of said Addition, 113.29 feet to a point; thence North 8 degrees 12 minutes 11 seconds West along said Easterly line, 114.35 feet to a point; thence

North 28 degrees 0 minutes 52 seconds West along said Easterly line, 245.48 feet to a point; thence North 66 degrees 59 minutes 33 seconds West along the Northerly line of said Addition, 197.77 feet to the Easterly line of said Addition, said Easterly line also being the Easterly line of Krings-Klootwyk Assessment Plat recorded as Document 516913; thence North 5 degrees 30 minutes 56 seconds East along said Easterly line 862.55 feet, more or less to the North line of aforesaid Southeast quarter of Section 20; thence South 89 degrees 56 minutes 27 seconds East along said North line 965.56 feet to a point; thence South 0 degrees 6 minutes 52 seconds East, 1150.56 feet to a point; thence South 89 degrees 47 minutes 12 seconds East, 1005.67 feet to a point; thence South 0 degrees 17 minutes 55 seconds East, 164.39 feet to a point; thence South 2 degrees 35 minutes 2 seconds East, 1168.52 feet, more or less to the point of beginning, all in DuPage County, Illinois, and containing 57.26 acres more or less.

Also

That part of the South half of Section 20, Township 38 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of Lot 2 of Krings-Klootwyk Assessment Plat, recorded March 8, 1947 by Document No. 516913; thence South 5 degrees 30 minutes 56 seconds West along the Easterly line of said Lot 2, 215.00 feet to a point; thence South 66 degrees 59 minutes 33 seconds East, 197.77 feet to a point; thence South 28 degrees 0 minutes 52 seconds East, 245.48 feet to a point; thence South 8 degrees 12 minutes 11 seconds East 114.35 feet to a point; thence South 5 degrees 31 minutes 15 seconds West, 113.29 feet to a point on the Northerly line of Huntington Estates Unit 2; thence North 76 degrees 5 minutes 5 seconds West along said Northerly line, 130.00 feet to a point; thence North 59 degrees 0 minutes 28 seconds West along said Northerly line, 70.21 feet to a point; thence North 63 degrees 36 minutes 26 seconds West along said Northerly line, 114.40 feet to a point on the Westerly line of the aforesaid Huntington Estates Unit 2; thence South 26 degrees 23 minutes 34 seconds West along said Westerly line, 191.00 feet to a point on a Southerly line of said Unit 2; thence South 63 degrees 36 minutes 26 seconds East along said Southerly line, 47.02 feet to a point on the aforesaid Westerly line of Huntington Estates Unit 2; thence South 26 degrees 23 minutes 34 seconds West along said Westerly line, 130.00 feet to the Southerly line of Lot 3 of the aforementioned Krings-Klootwyk Assessment Plat; thence North 63 degrees 36 minutes 26 seconds West along said Southerly line, 437.75 feet to the Southwest corner of said Lot 3; thence North 0 degrees 30 minutes 32 seconds West along the Westerly line of said Lot 3, said line being also the North-South Centerline of the aforementioned Section 20, 398.37 feet to a point; thence North 61 degrees 41 minutes 59 seconds West, 476.00 feet to a point on the Southerly line of the aforementioned Lot 2 of Krings-Klootwyk Assessment Plat that is 448.07 feet Southeasterly of the Southwest corner thereof; thence North 62 degrees 45 minutes 54 seconds West along said Southerly line, 448.07 feet to said Southwest corner of Lot 2; thence North 16 degrees 48 minutes 40 seconds East along the Westerly line of said Lot 2, 286.85 feet to the Northwest corner thereof, thence South 73 degrees 10 minutes 46 seconds East along the Northerly line of said Lot 2, 1292.83 feet, more or less, to the point of beginning, all in DuPage County, Illinois, and containing 19.554 acres, more or less.