

TICOR 1023249

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BY AND SHOULD BE RETURNED  
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06/01/05

### DECLARATION FOR THE MIDLANE CLUB

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# Midlane Club

Yorkhouse Road

Southern Hills Drive

MIDLANE COUNTRY CLUB

MONTGOMERY AVE

WINDYBROOK DRIVE

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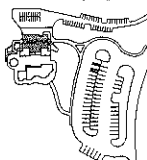
WINDYBROOK DRIVE

WINDYBROOK DRIVE

WINDYBROOK DRIVE

WINDYBROOK DRIVE

Clubhouse  
pool



Midlane Club L.L.C. policy of continual attention to design and construction requires that all specifications, equipment, landscape plans, dimensions and prices are subject to change without notice. Refer to plans and specifications in the Sales Center for current details.

## DECLARATION FOR THE MIDLANE CLUB

This Community Declaration is made by Concord Homes, Inc., a Delaware corporation, ("Declarant").

### RECITALS

The Development Area is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phased development called "The Midlane Club" (the "Development"). The Development shall include dwelling units and certain common areas.

Upon the Recording hereof, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Community Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Community Declaration as Added Premises, as more fully described in Article Fifteen. Portions of the Premises will be made subject to another declaration and Owners of dwelling units which are subject to any such declaration shall be members of both the Community Association and the other association. Nothing in this Community Declaration shall be construed as delegating to the Community Association or authorizing the Community Association to exercise any rights or powers on behalf of any such association. It is not intended that the Community Association shall be a "master association" as defined in Section 18.5(a) of the Act (765 ILCS 605/18.5(a)). Nothing in this Community Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Community Declaration. Those portions of the Development Area which are not made subject to the provisions of this Community Declaration as Premises may be used for any purposes not prohibited by law.

The Declarant has formed, or will form, the Community Association under the Illinois General Not-For-Profit Corporation Act. The Community Association shall be responsible for administering and maintaining the Community Area and certain portions of dedicated right of ways and shall set budgets and fix assessments to pay the expenses incurred in connection therewith. Each Owner of a Dwelling Unit shall be a member of the Community Association and shall be responsible for paying assessments with respect to each Dwelling Unit owned by such Owner. It is not intended that the Community Association shall be a "common interest community association" as defined in Section 9-102(a)(8) of the Code of Civil Procedure (735 ILCS 5/9-102(a)(8)).

During the construction and marketing of the Development, the Declarant shall retain and grant certain rights set forth in this Community Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, as more fully described in Article Twelve, and the right for itself and each Designated Builder to come upon the Premises in connection with their respective efforts to sell portions of the Premises and other rights reserved in Article Twelve.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE  
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Community Declaration are defined as follows:

1.01 ASSOCIATION MAINTAINED POND AREAS: The real estate which is legally described and designated as "Association Maintained Pond Areas" on Exhibit C attached hereto.

1.02 ASSOCIATION MAINTAINED ROW: Those landscaped areas located on dedicated rights of way which serve the Development, and improvements thereon, if any (other than public roads), which are specifically designated in Part V of Exhibit B hereto as Association Maintained ROW, as Exhibit B may be amended from time to time.

1.03 BOARD: The board of directors of the Community Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.04 BY-LAWS: The By-Laws of the Community Association.

1.05 CHARGES: The Community Assessment, any special assessment levied by the Community Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Community Declaration or the By-Laws.

1.06 COMMUNITY AREA: Those portions of the Premises which are legally described in Part IV of Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time. The Community Area shall generally include retention and detention areas, landscaped areas, private streets (including street lights and other improvements thereon) and monument sign areas.

1.07 COMMUNITY ASSESSMENT: The amounts which the Community Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.08 COMMUNITY ASSOCIATION: The Midlane Club Community Association, an Illinois not-for-profit corporation, its successors and assigns.

1.09 COMMUNITY DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.10 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping on the Community Area and Association Maintained ROW; the cost of maintenance, repair and replacement of improvements located on the Community Area and Association Maintained ROW; the cost of maintenance, repair and replacement of the Association

Maintained Pond Areas and other areas required to be maintained by the Community Association as more fully provided in Section 3.02 the cost of insurance for the Community Area; the cost of general and special real estate taxes, if any, levied or assessed against the Community Area owned by the Community Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Community Association in connection with the maintenance of the Community Area, Association Maintained Pond Areas and Association Maintained ROW; any expenses designated as Community Expenses by this Community Declaration; and, except as otherwise provided in Section 6.09, the expenses of operating and maintaining the Recreational Facility.

1.11 CONDOMINIUM PROPERTY: All portions of the Premises which are submitted to the Illinois Condominium Property Act from time to time.

1.12 CONDOMINIUM UNIT: A residential unit which is designated in Part III of Exhibit B hereto as a "Condominium Unit".

1.13 COUNTY: Lake County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Community Declaration.

1.14 COURTYARD HOME: That portion of a Lot which is improved with a detached single family home which is designated in Part III of Exhibit B hereto as a "Courtyard Home".

1.15 CUSTODIAL WATER MAIN AGREEMENT: That certain Custodial Water Main Agreement between the City of Waukegan and the Declarant, dated August 4, 2004.

1.16 DECLARANT: Concord Homes, Inc., a Delaware corporation, its successors and assigns.

1.17 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.18 DESIGNATED BUILDER: Lennar Chicago, Inc., and any legal entity which is designated, from time to time, by the Declarant as a "Designated Builder" in a Special Amendment or permitted under Section 12.01.

1.19 DETACHED HOME: That portion of a Lot which is improved with a detached single family home and which is designated in Part III of Exhibit B hereto as a "Detached Home".

1.20 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that

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portions thereof are described in Exhibit B and expressly made subject to the provisions of this Community Declaration as part of the Premises. Any portions of the Premises which are not made subject to the provisions of this Community Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.21 DWELLING UNIT: A portion of the Premises which is improved with a single family residential unit for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality. A Dwelling Unit may be a Condominium Unit or a Lot which is improved with a Detached Home or a Courtyard Home.

1.22 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.23 GOLF CLUB: That certain golf course and related facilities adjacent to the premises and located on the Golf Club Property, known as of the date of the Recording hereof as Midlane Country Club. The Golf Club is not part of the Community Area nor is it governed by the provisions of this Community Declaration. No Owner or Resident nor the Community Association nor any other Person shall have any rights in and to, or obligations with respect to, the Golf Club, except for certain obligations expressly and specifically provided for herein.

1.24 GOLF CLUB EASEMENT AREA: That portion of each Restricted Lot which is adjacent to and within thirty (30) feet of the Golf Club Property.

1.25 GOLF CLUB OWNER: Shall mean and refer to the owner of the property and improvements thereon, on which the Golf Club is located, and its successors and assigns.

1.26 GOLF CLUB PROPERTY: That portion of the Golf Club which is legally described and designated on Exhibit C hereto as "Golf Club Property".

1.27 LOT: A subdivided lot which is designated in Part II of Exhibit B hereto as a "Lot" and upon which is, or will be, constructed a Detached Home or a Courtyard Home.

1.28 MIDLANE COUNTRY CLUB FACILITY: The public clubhouse facility which is located adjacent to Yorkhouse Road, which is not part of the Development and is not owned by the Declarant or the Community Association.

1.29 MUNICIPALITY: The City of Waukegan, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Community Declaration.

1.30 NON-OWNER: A person other than an Owner or a Resident.

1.31 OUTLOT A: That portion of the Development area which is designated on the Plat as "Outlot A".

1.32 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including a contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.33 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.34 PLAT: That certain Plat of Subdivision for The Midlane Club, recorded in Lake County on February 22, 2005, as Document No. 5737715.

1.35 PREMISES: The real estate which is legally described in Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time.

1.36 RECIPROCAL EASEMENT AGREEMENT: That certain Amended and Restated Reciprocal Easement Agreement, Recorded on November 4, 2004, as Document No. 5675844.

1.37 RECORD: To record in the office of the Recorder of Deeds for the County.

1.38 RECREATIONAL FACILITY: The real estate which is legally described on Exhibit A hereto and designated as the "Recreational Facility" and all improvements thereon. Upon the Recording hereof, the Recreational Facility will not be made part of the Premises or the Community Area. It is anticipated that the Recreational Facility will be made part of the Community Area, as more fully provided in Section 2.16.

1.39 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.40 RESTRICTED LOT: A Lot which is designated in Part VI of Exhibit B hereto as a "Restricted Lot". The Restricted Lots will generally include those Dwelling Units and those portions of the Community Area and Condominium Property which are adjacent to the Golf Club Property.

1.41 THE LINKS ASSOCIATION: The Links at Midlane Homeowners Association, Inc., an Illinois not for profit corporation, which administers The Links at Midlane Development pursuant to that certain Declaration of Covenants, Conditions and Restrictions for The Links at Midlane Recorded in Lake County, Illinois as Document No. 357 1347.

1.42 TURNOVER DATE: The date on which the right and power of the Declarant to designate the members of the Board is terminated under Section 12.05.

1.43 VOTING MEMBER: An individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO  
Scope of Community Declaration

2.01 PROPERTY SUBJECT TO COMMUNITY DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to, and by Recording this Community Declaration, does hereby subject the Premises to the provisions of this Community Declaration. Declarant reserves the right and power to add real estate to the terms of this Community Declaration, as more fully provided in Article Fifteen.

2.02 CONVEYANCES SUBJECT TO COMMUNITY DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Community Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Community Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Community Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Community Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by the Owner of not less than three-fourths (3/4) of the Dwelling Units.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant or a Designated Builder to a bona fide purchaser for value (other than the Declarant or a Designated Builder), then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner of a Dwelling Unit shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit to public streets and roads, over and across the roads, driveways and walkways located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Dwelling Unit. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Municipality shall have non-exclusive, perpetual easement over and across the Development Area in connection with its obligations under the Custodial Water Main Agreement. The Community Association, its employees, agents and contractors, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area, for the purpose

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of furnishing any maintenance, repairs or replacements of the Community Area, Association Maintained Pond Areas or Association Maintained ROW, as required or permitted hereunder.

2.06 EASEMENTS RELATING TO THE GOLF CLUB PROPERTY:

(a) The Golf Club Owner, its successors and assigns, operators and invitees shall have (i) a non-exclusive, perpetual easement for pedestrian and vehicular access (including, without limitation, golf carts) and parking over the parking lot which serves the Recreational Facility; and (ii) other easements with respect to the Premises as reserved in deeds or created by grants of easement, including, but not limited to, easements granted pursuant to the Reciprocal Easement Agreement.

(b) The Golf Club Owner, its successors and assigns, shall have a non-exclusive perpetual easement over the Golf Club Easement Area for the purpose of maintaining, replacing, modifying, repairing and/or landscaping the area encumbered by such easement ("Easement Maintenance"). Such Easement Maintenance may include planting of grass, watering, application of fertilizer, mowing, and the removal of underbrush, stumps, trash or debris and trees of less than two inches (2") in diameter. Notwithstanding the foregoing, nothing herein shall be deemed to obligate the Golf Club Owner to perform such Easement Maintenance.

(c) Each Golf Club Easement Area shall be subject to the right and easement on the part of registered Golf Club players and their caddies to enter upon the unimproved portion of any such Golf Club Easement Area to remove a golf ball, subject to the official rules of the Golf Club, with such entering not being deemed to be a trespass; provided, however, that Golf Club players and their caddies shall not be entitled to enter on any Golf Club Easement Area with a golf cart or other vehicle, nor to spend an unreasonable amount of time on any such Golf Club Easement Area, or in any way commit a nuisance while on a Golf Club Easement Area.

2.07 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Dwelling Unit. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Community Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Community Association, including the right of the Community Association to come upon any portion of the Premises to furnish services hereunder.

2.08 DELEGATION OF USE: Subject to the provisions of this Community Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Community Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Dwelling Unit to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.09 RULES AND REGULATIONS: The use and enjoyment of the Community Area shall at all times be subject to reasonable rules and regulations duly adopted by the Community Association from time to time.

2.10 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility services to the Premises or any other portion of the Development Area.

2.11 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: Subject to the rights of the Golf Club Owner as set forth in Section 2.06, the Community Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Community Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Community Area to the Municipality, but only with the Municipality's approval. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Community Association and duly Recorded.

2.12 COMMUNITY ASSOCIATION'S ACCESS: The Community Association shall have the right and power to come onto a portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.13 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Community Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.14 EASEMENT FOR ENCROACHMENT: In the event that by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Detached Home, any improvement which is intended to service and/or be part of the Detached Home shall encroach upon any part of any other Lot or upon the Community Area or any improvement to the Community Area shall encroach upon any part of a Lot, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant or a Designated Builder), if such encroachment occurred due to the intentional, willful, or negligent

conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Dwelling Unit shall have an easement appurtenant to his Dwelling Unit for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Dwelling Unit or the Community Area:

(a) the eaves, gutters, downspouts, facia, flashings, and like appendages which serve the Detached Home on the Lot;

(b) the chimney which serves the Detached Home on the Lot;

(c) the air conditioning equipment which serves the Detached Home on the Lot;  
or

(d) balconies, steps, porches, door entries and patios which serve the Detached Home on the Lot.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Community Declaration.

2.15 OWNERSHIP OF COMMUNITY AREA: The Community Area shall be conveyed to the Community Association free of mortgages no later than the Turnover Date; however Community Area which is made subject to this Community Declaration after the Turnover Date shall be conveyed to the Community Association free of mortgages no later than ninety (90) days after such Community Area is made subject to this Community Declaration.

2.16 OWNERSHIP OF THE RECREATIONAL FACILITY: Upon the first to occur of (i) the Declarant ceases its sales and marketing activities at the Recreational Facility or (ii) June 30, 2007, Declarant shall make the Recreational Facility part of the Community Area and transfer ownership of the Recreational Facility to the Community Association as provided in Section 2.15 above.

2.17 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Community Declaration in the middle of a tax year (regardless of when it is conveyed to the Community Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Community Declaration, and the Community Association shall be responsible for the balance of the tax bill.

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ARTICLE THREE

Maintenance

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of (i) the Declarant and each Designated Builder set forth in Article Twelve and elsewhere in this Community Declaration; and (ii) the Golf Club Owner as set forth elsewhere in this Community Declaration.

3.02 MAINTENANCE BY ASSOCIATION: The following maintenance, repairs and replacements shall be furnished by the Community Association as a Community Expense:

(a) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area and Association Maintained ROW;

(b) maintenance, repair and replacement of all improvements from time to time located on the Community Area, including, but not limited to detention areas, monument signs, if any, installed by the Declarant, and those improvements on the Association Maintained ROW which are specifically designated in Part V of Exhibit B hereto as being the responsibility of the Community Association to maintain;

(c) maintenance, repair and replacement of the Association Maintained Pond areas as follows:

(i) maintenance, repair and replacement including maintenance of native plantings and relating to drainage, erosion, flooding, dredging of sediments, slope stabilization and algae control, but excluding grass cutting, of the detention areas located adjacent to Lots 32 through 42, both inclusive and Lots 127 and 128;

(ii) maintenance (including maintenance of native plantings, dredging of sediments, algae control and slope stabilization), repair and replacement of the banks of the detention area located adjacent to Lot 20, Lots 82 through 85, both inclusive and Lot 153, all as more further provided in the Reciprocal Easement Agreement;

(d) maintenance (which shall include snow removal), repair and replacement of (i) the emergency path constructed by the Declarant on Outlot A, and (ii) the apron on Southern Hills Drive which provides access to the emergency path;

(e) maintenance, repair and replacement of the gate installed by the Declarant on Outlot A;

(f) maintenance, repair and replacement of portions of the water main system, as more fully provided in the Custodial Water Main Agreement;

(g) maintenance of portions of the Community Area, if any, which are designated as wetlands, wetland buffer areas, and/or compensatory storage areas by any governmental authority, which maintenance shall follow guidelines and the terms and conditions of any permits (if any) from time to time issued by the governmental authority which has jurisdiction over maintenance of wetlands, wetland buffer areas and compensatory storage areas and

(h) upon the transfer of ownership of the Recreational Facility to the Community Association pursuant to Section 2.16, maintenance, repair and replacement of the Recreational Facility.

### 3.03 MAINTENANCE BY OWNERS OF DETACHED HOME LOTS:

(a) Except as otherwise specifically provided for in this Community Declaration each Owner of a Detached Home Lot shall be responsible for the maintenance, repair and replacement of the Owner's Lot.

(b) If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Lot which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Lots in the Development or in compliance with rules and regulations adopted by the Board from time to time, then the Board may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Board, in its sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.04 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: No additions, alterations or improvements, including, without limitation, (i) fences, (ii) changes in the exterior color of a Detached Home, (iii) construction of awnings, antenna or satellite dish, (iv) changes or additions to patio or deck, (v) installation of a mailbox, in-ground swimming pool, outbuilding, play set, gazebo or shed, or (v) other similar improvements, shall be made to any Lot which is visible from outside the Detached Home by an Owner without the prior written consent of the Board and, until the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant, and compliance with applicable covenants and ordinances of the Municipality. See Article Ten for specific restrictions relating to alterations, additions or improvements to Restricted Lots. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Lot by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take either of the following actions; and (ii) until such time as the Declarant no longer

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owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take either of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board or the Declarant, as applicable.

3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area or Association Maintained ROW without the prior approval of the Board and, if required under applicable Municipality ordinances, the approval of the Municipality. The Community Association may cause alterations, additions or improvements to be made to the Community Area or Association Maintained ROW, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.06 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Community Area may not be separately metered and billed to the Community Association. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Community Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner is being charged disproportionately for costs allocable to the Community Area, then the Community Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area, Association Maintained Pond Areas and Association Maintained ROW and the amount thereof shall be Community Expenses hereunder.

(c) Notwithstanding the foregoing, the provisions of this subsection (c) shall apply to the water bills for each Detached Home whose outdoor spigot is used by the Community Association for the purpose of watering landscaping on the Community Area ("Water Use Home"). The Community Association shall pay the monthly water bill for each Water Use. Each year, the Community Association shall determine the "Average Winter Monthly Water Bill" for each Water Use Home, which shall be equal to 1/6<sup>th</sup> of the total of the monthly water bills, for the Water Use Home for the six month period

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from November of the preceding calendar year through April of the current year; provided, that until the Average Winter Monthly Water Bill is first calculated and determined, the Community Association shall use as the Average Winter Monthly Water Bill an amount equal to the estimate of what such monthly bill should be, as furnished to the Community Association by the Municipality. The Community Association shall charge the Owner of each Water Use Home each month an amount equal to the Average Winter Monthly Water Bill until the next Average Winter Monthly Water Bill is determined as provided above, which amount shall be payable by such Owner as a Charge hereunder.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.07 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Dwelling Unit, damage shall be caused to the Community Area or Association Maintained ROW and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance carried by the Community Association.

#### ARTICLE FOUR Insurance/Condemnation

##### 4.01 COMMUNITY AREA INSURANCE:

(a) The Community Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other improvements required to be maintained by the Community Association, including, without limitation, those improvements on real estate which is owned by or dedicated to the Municipality which the Community Association is responsible for maintaining (based on current replacement cost for the full insurable replacement value of such improvements).

(b) The Community Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Community Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area or Association Maintained ROW. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Community Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Community Association or of any other person handling funds of the Community Association may be obtained by the Community Association in such amounts as the Board may deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

#### 4.02 DETACHED HOME INSURANCE:

(a) Each Owner of a Detached Home shall be responsible for and shall procure fire and all risk coverage insurance upon such Owner's Detached Home for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods as he may determine to be appropriate. Each Owner shall also be responsible for his own insurance on the contents of his Detached Home and furnishings and personal property therein.

(b) Each Owner shall deliver to the Board a certificate of insurance certifying that a policy of insurance covering such Owner's Detached Home, as required under this Section, is in effect, and that said policy shall not be cancelled or materially changed except upon ten (10) days' prior written notice thereof to the Board. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section and provide proof thereof to the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's Detached Home with a company, in a form, for a premium and period as determined by the Board to be appropriate and the cost thereof shall be a Charge hereunder payable by the Owner to the Community Association upon demand.

#### 4.03 REBUILDING OF DAMAGED DETACHED HOME:

(a) In the event of damage to or destruction of any Detached Home by fire or other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the Detached Home in substantial and workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. When rebuilt, the exterior of the Detached Home shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the surrounding Detached Homes which are not so damaged or destroyed. The Owner shall not be relieved of his obligation to repair or rebuild his Detached Home under this Subsection (a) by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof.

(b) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (a), to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided

in Subsection (a) and the cost thereof shall be a Charge hereunder payable by the Owner to the Community Association upon demand.

4.04 OWNER RESPONSIBILITY: In addition to the coverage described in Section 4.02 above with respect to his Dwelling Unit, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners. No Owner shall cause or permit anything to be done or kept on the Premises which will result in the cancellation of insurance on such Owner's Dwelling Unit, any other Dwelling Unit or the Community Area.

4.05 WAIVER OF SUBROGATION: The Community Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Community Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Dwelling Units, the Community Area, the Association Maintained ROW or to any personal property located in the Dwelling Units or on the Community Area or Association Maintained ROW caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Sections 4.01(a) and (b) and by each Owner under Section 4.02 or each condominium association shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Community Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.06 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Community Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Community Declaration. Any acquisition by the Community Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Community Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Community Association and Recorded.

ARTICLE FIVE  
The Community Association

5.01 IN GENERAL: Declarant has caused the Community Association to be incorporated as a not-for-profit corporation under Illinois law. The Community Association shall be the governing body for all of the Owners for the limited purposes of the administration,

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operation, maintenance, repair and replacement of the Community Area, Association Maintained Pond Areas and Association Maintained ROW, as provided herein.

5.02 MEMBERSHIP Each Owner shall be a member of the Community Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Community Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 5.05, voting rights of the members of the Community Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 BOARD: Subject to the rights retained by the Declarant under Section 12.05, the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Community Association shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Community Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon the affirmative vote of a majority of the votes held by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Community Association shall be personally liable to the Owners or the Community Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Community Association shall indemnify and hold harmless each of the directors and officers, and his or her heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Community Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Community Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification

against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

5.07 MANAGING AGENT: An independent managing agent may be engaged by the Community Association to act as the managing agent for the Community Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Community Association and managing agent. Any management agreement entered into by the Community Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Community Association without payment of a termination fee on ninety (90) days written notice.

5.08 ATTENDANCE AT BOARD MEETINGS: Owners may attend meetings of the Board only if, and to the extent, permitted by the Board in its discretion. It is not the intention that Owners shall have the right to attend meetings of the Board in the same manner as provided for members of condominium associations under the Illinois Condominium Property Act.

## ARTICLE SIX Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Community Association shall be for the purpose of promoting the recreation, health, safety, and welfare of the Community Association, to administer the affairs of the Community Association, to pay the Community Expenses and accumulating reserves for any such expenses. For purposes hereof, (a) a Dwelling Unit owned by Declarant or a Designated Builder shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued and the unit has been conveyed to a bona fide purchaser for value (other than the Declarant or a Designated Builder) with respect to the Dwelling Unit, and (b) a model home owned or leased by the Declarant or a Designated Builder shall not be subject to assessment hereunder.

6.02 ASSESSMENT: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (a) The estimated Community Expenses;

(b) The estimated amount, if any, to maintain adequate reserves for Community Expenses;

(c) The amount of the "Community Assessment" payable by the Owners of Dwelling Units, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above; and

(d) That portion of the Community Assessment which shall be payable by the Owner of each Dwelling Unit each year until the next Community Assessment or revised Community Assessment becomes effective, which amount shall be equal to the Community Assessment, divided by the number of Dwelling Units as shown on the Declarant's Development Plan so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned.

Anything herein to the contrary notwithstanding the following provisions shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Board prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's Development Plan and (ii) all proposed Dwelling Units have been sold and are occupied. The Declarant's Development Plan shall be kept on file with the Community Association and may be modified from time to time by Declarant. Neither the Declarant nor any Designated Builder shall be obligated to pay any Community Assessments to the Community Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments payable by Owners (other than Declarant and each Designated Builder) less the portions thereof which are to be added to Reserves, plus the amount of working capital contributions made by Owners pursuant to Section 6.07 hereof, is less than the Community Expenses, as applicable, which are actually incurred with respect to such period, for such purpose, then the Declarant and each Designated Builder shall share in the payment of any difference to the Community Association pursuant to terms agreed upon between the Declarant and the Designated Builders. From time to time prior to the Turnover Date, the Declarant and/or Designated Builders may (but shall not be obligated to) advance to the Association funds to be used by the Community Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by the Declarant and/or each Designated Builder to the Community Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant and/or the Designated Builders to the Community Association pursuant to this Section, the Declarant and/or each Designated Builder, as the case may be, shall pay the difference to the Community Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant and/or Designated Builders to the Community Association pursuant to this Section, then the Community Association shall pay such excess to the Declarant and/or Designated Builder, as the case may be.

**6.03 PAYMENT OF COMMUNITY ASSESSMENT:** Each Owner of a Dwelling Unit which is subject to assessment hereunder shall pay to the Community Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of

a Dwelling Unit under Section 6.02, at such times as the Board shall determine from time to time.

6.04 REVISED ASSESSMENT: If the Community Assessment or proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Community Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, Association Maintained Pond Areas, Association Maintained ROW or any other property owned or maintained by the Community Association; or (ii) to cover an unanticipated deficit under the prior year's budget (but only for periods after the Turnover Date). Any special assessment shall be levied against all of Dwelling Units in using the procedure provided for in Section 6.02. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Community Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area, Association Maintained Pond Areas and Association Maintained ROW (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community Area, Association Maintained Pond Areas and Association Maintained ROW which are required to be maintained by the Community Association hereunder and periodic projections of the cost of anticipated major repairs or replacements to such property and the purchase of other property to be used by the Community Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Area, Association Maintained Pond Areas and Association Maintained ROW shall be held by the Community Association as agent and trustee for the Owners of Dwelling Units with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Community Association by the Owners. The budgets which will be adopted from time to time by the Boards appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Boards elected by

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the Owners after the Turnover Date may use different approaches from those used by Boards appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Community Area, Association Maintained Pond Areas and Association Maintained ROW. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Community Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessments.

6.07 INITIAL CONTRIBUTION/ADVANCE PAYMENT OF ASSESSMENT: Upon the closing of the first sale of a Dwelling Unit by the Declarant or a Designated Builder to a bona fide purchaser for value (other than the Declarant or a Designated Builder), the purchasing Owner shall pay to the Community Association an amount equal to (i) the annual Community Assessment at the rate which shall become effective with respect to the Dwelling Unit as of the closing, which amount shall be held and used by the Community Association for its working capital needs, plus (ii) one hundred dollars (\$100.00), which shall be added to the Capital Reserve. Any advance assessment payment made hereunder shall be applied as an advance payment of assessments with respect to such period; however, if assessments increase during such period the Owner of the Dwelling Unit shall be required to pay the amount of the increase.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Community Association shall be collected from each Owner by the Community Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Community Association, all as more fully set forth in Article Seven.

6.09 COSTS ASSOCIATED WITH THE RECREATIONAL FACILITY: The Stabilized Budget shall include the cost of maintaining and operating the Recreational Facility; provided, however, that until such time as the Recreational Facility is fully operable and is being maintained by the Community Association, all or a portion of the anticipated costs of operating and maintaining the Recreational Facility may, at the Board's option, be excluded from the Stabilized Budget .

## ARTICLE SEVEN

### Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance), shall be and is deemed to covenant and hereby agrees to pay to the Community Association all Charges made with respect to the Owner on the Owner's Dwelling Unit. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the

Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Community Association.

7.02 COLLECTION OF CHARGES: The Community Association shall collect from each Owner all Charges payable by such Owner under this Community Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Community Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Community Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the First Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the First Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the First Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Community Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Community Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the

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Board may bring an action at law or in equity by the Community Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages or fines, and against the land to enforce any lien created hereunder; and failure by the Community Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and the Community Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Community Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

7.09 ENFORCEMENT BY GOLF CLUB OWNER: The Golf Club Owner shall have the right to enforce the provisions of this Declaration which grant rights to the Golf Club Owner by a proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages.

7.10 ENFORCEMENT BY MUNICIPALITY: The Municipality is hereby granted the right, but shall not be obligated, to enforce covenants and obligations of the Community Association hereunder. If the Community Association fails to comply with any covenants and obligations hereunder, the Municipality shall have the right (but shall not be obligated) to give notice to the Community Association of its failure to perform its obligations hereunder. If such notice is given and the Community Association does not perform to the satisfaction of the Municipality within thirty (30) days after the giving of such notice, then the Municipality may (but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Municipality. The Community Association shall, upon demand, reimburse the Municipality for the reasonable cost of such work and if payment is not made within thirty (30) days after demand, then the amount due shall become a lien on the Community Area owned by the Community Association.

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ARTICLE EIGHT  
Restrictions Relating to the Community Area

8.01 IN GENERAL: The provisions of this Article Eight are in addition to and not in limitation of the restrictions set forth in other Sections of this Community Declaration or in any other document Recorded with respect to the Premises.

8.02 USE RESTRICTIONS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area.

8.03 SIGNS: Subject to the provisions of Article Twelve, no sign of any kind shall be maintained or permitted on any part of the Community Area, except as permitted by the Board.

8.04 OBSTRUCTIONS AND REFUSE: Except as permitted under Article Twelve, there shall be no obstruction of the Community Area. No Owner shall store any items or materials in the Community Area without the prior written consent of the Board. The Community Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon.

8.05 PETS: No animal of any kind shall be raised, bred or kept in any part of the Community Area. The Board may from time to time adopt rules and regulations governing the use of the Community Area by pets. Any pet causing or creating a nuisance or unreasonable disturbance to an Owner shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Dwelling Unit containing such pet and the decision of the Board shall be final.

8.06 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Community Area nor shall anything be done therein, either willfully or negligently, which may be or become an unreasonable annoyance or nuisance to the Residents. There shall be no swimming, fishing, boating, ice skating or use of personal flotation devices in or on any lake or detention area on the Community Area, it being intended that such areas shall be aesthetic amenities only and shall not be used for active recreational purposes.

8.07 PROHIBITED USES AND STRUCTURES: Unless permitted by the Board, no clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Community Area. Except as permitted under Section 12.03 there shall be no obstruction of the Community Area and nothing shall be stored in the Community Area without the prior written consent of the Board.

8.08 PARKING: No boats, trailers, trucks (other than a pick up truck), recreational vehicles or similar vehicles shall be stored or parked overnight on any portion of the Community Area except as permitted under rules and regulations adopted by the Board.

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ARTICLE NINE  
Restrictions Relating to the Detached Home Lots

9.01 IN GENERAL: The provisions of this Article Nine are in addition to and not in limitation of the restrictions set forth in other Sections of this Declaration or in any other document Recorded with respect to the Premises.

9.02 RESTRICTIONS:

(a) Except as provided in Article Twelve or in subsections (b) and (c) of this Section, each Detached Home shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises.

(b) No Resident of a Detached Home shall be precluded with respect to his Detached Home, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident of a Detached Home may conduct an in-home business in a Detached Home.

9.03 SIGNS: Except as otherwise provided in Article Twelve, or specifically approved, in writing, by the Board, no advertising sign (except one "For Rent" or "For Sale" sign of not more than five square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Detached Home Lot.

9.04 OBSTRUCTIONS AND REFUSE: Each Lot shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. Except for garbage pick up days, all garbage cans shall be kept inside garages or other structures approved by the Board.

9.05 PETS: No animal of any kind shall be raised, bred or kept in any part of the Premises; provided that common household pets shall be permitted in Detached Homes subject to rules and regulations adopted from time to time by the Board. Any pet causing or creating a nuisance or unreasonable disturbance to an Owner shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Detached Home containing such pet and the decision of the Board shall be final.

9.06 PROSCRIBED ACTIVITIES: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Detached Home.

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9.07 PROHIBITED USES: Unless permitted by the Board, no clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of a Detached Home Lot.

9.08 PARKING: Parking areas and driveways shall be used for parking operable automobiles only and no part of any Detached Home Lot shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Any violation of this provision shall be deemed a nuisance under Section 9.06. Passenger motor vehicles in non-operative condition shall not be parked, except in garages.

9.09 ANTENNAE: Subject to applicable federal, state and local laws, regulations and ordinances, no communication antenna, receiving dish or similar devices shall be installed on the exterior of a Detached Home without the prior written approval of the Board.

9.10 LEASE OF DETACHED HOME: Any Owner shall have the right to lease all (and not less than all) of his Detached Home subject to the provisions of subsections (a) and (b) below:

(a) No Detached Home shall be leased for less than six (6) months or for hotel or transient purposes.

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

9.11 OUTBUILDINGS:

(a) No outbuilding, shed, storage shed, animal house, in-ground swimming pool, jacuzzi, fence, greenhouse play set or other temporary or permanent structure shall be constructed on any Detached Home Lot, except as permitted pursuant to Section 3.04 and Sections 9.14, 9.15, 9.16, as applicable.

(b) There shall be no construction on any Detached Home Lot which results in a building or structure inconsistent with the general architectural design and aesthetic flavor of either (i) the Detached Home on the Lot or (ii) the remainder of the Detached Homes on the Premises.

9.12 TRASH: All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Detached Homes and streets, and shall be regularly removed from the Premises, and shall not be allowed to accumulate thereon. Garbage may not be burned on a Detached Home Lot.

9.13 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

9.14 PLAYSETS: Subject to the provisions of Section 3.04, a Lot may be improved with a play set provided that the play set is a "Rainbow" or equivalent or better quality and further provided that a fence is installed on the Lot in accordance with the provisions set forth in Section 9.16 below.

9.15 SWIMMING POOLS: Subject to the provisions of Section 3.04, a Lot (other than a Restricted Lot) may be improved with an in-ground swimming pool provided that a fence is installed on the Lot in accordance with the provisions set forth in Section 9.16 below. Above ground swimming pools shall not be permitted.

9.16 FENCES: A Lot (other than a Restricted Lot) may be improved with a fence on that portion of the Lot which is between the rear lot line and the back of the Detached Home, or past the garage service door if the garage service door is located in the rear quarter of the garage, provided that the fence at all times conforms to the following specifications:

- (a) If a wood fence:
  - (i) Western Red Cedar, board on board (shadow box) fence;
  - (ii) Height to comply with municipal codes and if not so specified in the municipal codes, height shall be 5';
  - (iii) 1 x 6 boards, spaces edge-to-edge and back-to-back to comply with percent open and closed per municipal ordinance;
  - (iv) 4 x 4 posts with wood (cedar) cap, set 42" into ground and 8 feet +/- on center, with concrete footings;
  - (v) Two 2 x 4 back rails (1-1/2" wide); one at the top of the boards and one 12" up from bottom of the boards; and
  - (vi) 1 x 4 top cap, centered on posts.
- (b) If a non-wood fence:
  - (i) Black, ornamental;
  - (ii) Height to comply with municipal codes and if not so specified in the municipal codes, height shall be 5';

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Any such fence which is permitted to be installed hereunder shall be maintained, repaired and replaced by the Owner of the Lot on which the fence is located.

#### ARTICLE TEN

##### Use Restrictions Relating to the Golf Club Easement Areas and Restricted Lots

10.01 IN GENERAL: The provisions of this Article Ten are in addition to and not in limitation of the restrictions set forth in other Sections of this Community Declaration or in any other document Recorded with respect to the Premises.

10.02 LANDSCAPE PLAN APPROVAL: The landscaping plan for any Golf Club Easement Area shall be in general conformity with the overall landscaping plan of the Golf Club Property and shall be subject to the prior approval right of the Golf Club Owner.

10.03 IMPROVEMENTS TO GOLF CLUB EASEMENT AREAS: Subject to the provisions of Section 3.04, no wall, shrubbery, building or other structure shall be installed, constructed or maintained on any portion of the Golf Club Easement Area without the prior written approval of the Golf Club Owner.

10.04 FENCES AND SWIMMING POOLS: No fence or swimming pool shall be installed or constructed on any portion of a Restricted Lot.

10.05 WINDOW COVERINGS: No foil or other reflective material shall be used to cover any window of a Dwelling Unit on a Restricted Lot where such window can be seen from the Golf Club Property.

10.06 WINDOW MOUNTED UNITS: No window-mounted heating or air conditioning unit shall be permitted to be installed or maintained in a window of a Dwelling Unit located on a Restricted Lot where such window can be seen from the Golf Club Property.

10.07 ROOF PROJECTIONS: No roof projections other than chimneys, antennae, satellite dishes and vent stacks shall be permitted to be installed or maintained on any roof. Without limiting the foregoing, no antenna which interferes with the antenna reception of the Golf Club shall be permitted on the Premises.

10.08 INTERFERENCE WITH GOLF CLUB ACTIVITIES: The Owners of Dwelling Units which are located on Restricted Lots shall refrain from any actions which would distract from the playing qualities of the users of the Golf Club Property. Prohibited activities shall include, but not be limited to, burning materials to the extent that smoke will cross the Golf Club Property, permitting a dog or other pet to create a nuisance or unreasonable disturbance to users of the Golf Club Property, playing of loud radios, televisions, stereos or musical instruments, running or walking on fairways located on the Golf Club Property, picking up of balls or similar interference with the play of users of the Golf Club Property.

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ARTICLE ELEVEN

Disclosures Relating to the Golf Club Property and Midlane Country Club Facility

11.01 GENERAL DISCLOSURE: Certain Dwelling Units in the Development are located adjacent to the Golf Club Property. The flight of a golf ball is extremely difficult to control. Depending upon the location of a Dwelling Unit and the manner in which a golf shot is hit, a golf ball may periodically fly onto a Lot and strike a home. While all Dwelling Units in the Development, and in particular Dwelling Units adjacent to the Golf Club Property are subject to being hit by golf balls, Dwelling Units on the right hand side of a course and in or around doglegs on golf holes are subject to being hit more often. Because neither the Declarant nor the Community Association generally monitor players using the Golf Club facilities, and because of the difficulty in controlling the flight of a golf ball, neither the Declarant nor the Community Association will be responsible for golf balls that strike a home or cause damage to a Dwelling Unit. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit, shall be deemed to acknowledge and accept the following inherent risks associated with living on or near a golf course:

- (a) maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;
- (b) maintenance activities can be noisy;
- (c) the golf course will be periodically heavily fertilized;
- (d) golf course maintenance can require the use of chemicals and pesticides;
- (e) the golf course may be watered with reclaimed water, although reclaimed water is not currently being used, and
- (f) golf balls are extremely difficult to control and may enter an Owner's Lot, strike an Owner, Owner's guest, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage. Each Owner is responsible for taking such action as such Owner deems appropriate to protect persons and property.

11.02 INDEMNIFICATION OF DECLARANT AND COMMUNITY ASSOCIATION: Declarant and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, and the Community Association and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, successors and assigns, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on:

- (a) any invasion of the use of enjoyment of the Dwelling Unit by the Owner, any other occupants of the Dwelling Unit, or any of their respective agents, contractors or invitees;

(b) design of the Golf Club Property, proper or improper;

(c) the level of skill of any golfer (regardless of whether such golfer has the permission of the Golf Club Property Owner to use the Golf Club Property); and

(d) trespass by any golfer on the Dwelling Unit, or that may result from property damage or personal injury by golf balls (regardless of number) hit onto the Dwelling Unit or adjacent property or roadways.

Additionally, each Owner assumes the risk inherent in owning property adjacent to or nearby a golf course including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold Seller and the Association from any and all loss arising from claims by such Owner, any other occupants of the Dwelling Unit, or any of their respective agents, contractors or invitees, or any other persons using or visiting the Dwelling Unit, or for any personal injury or property damage.

11.03 NO MEMBERSHIP RIGHTS: Although the Golf Club Property is located within the Development, neither membership in the Community Association nor ownership or occupancy of the Dwelling Unit shall confer any ownership interest in or right to use the Golf Club Property. Rights to use the Golf Club Property will be granted only to such persons, and on such terms and conditions, as may be determined from time to time by the owner of the Golf Club Property, in its sole and absolute discretion and without notice, to amend or waive the terms and conditions of use of the Golf Club Property, including, without limitation, eligibility for and duration of use rights, categories of use and extent of use privileges, and number of users, and the owner shall also have the right to reserve use rights and to terminate use rights altogether.

11.04 MIDLANE COUNTRY CLUB FACILITY DISCLOSURE: Certain Dwelling Units in the Development are located adjacent to the Midlane Country Club Facility. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit shall be deemed to acknowledge and accept the following:

(a) the Midlane Country Club Facility will host live entertainment from time to time;

(b) because of the proximity of the Midlane Country Club Facility to portions of the Development, certain Owners may hear music or sounds emanating from the Midlane Country Club Facility; and

(c) to alleviate noise, at the option of the owner of the Midlane Country Club Facility, a sound barrier wall may be constructed by the owner of the Midlane Country Club Facility on property on which the Midlane Country Club Facility is located.

ARTICLE TWELVE  
Declarant's Reserved Rights and  
Special Provisions Covering Development Period

12.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant or a Designated Builder under the provisions of this Community Declaration or the By-Laws, the Declarant and each Designated Builder shall have the rights and powers set forth in this Article. Anything in this Community Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect with respect to the Declarant and each Designated Builder from and after such time as Declarant or the Designated Builder is no longer vested with or controls title to any portion of the Development Area.

12.02 PROMOTION OF PROJECT: The Declarant and each Designated Builder shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant or the Designated Builder may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model dwelling units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant or the Designated Builder may deem advisable and to use such model dwelling units (including model dwelling units which are sold and leased back to the Declarant or the Designated Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or the Designated Builder or any of their respective affiliates, without the payment of any fee or charge whatsoever to the Community Association. Declarant, each Designated Builder and their respective agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant and each Designated Builder shall have the right and power to lease any Dwelling Unit owned by it to any person or entity which it deems appropriate in its sole discretion.

12.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, each Designated Builder and their respective agents and contractors, shall have the right, at the Declarant's or the Designated Builder's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units, the Community Area, Association Maintained Pond Area and Association Maintained ROW which the Declarant or the Designated Builder deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises and Association Maintained ROW. In connection with the rights provided in the preceding sentence, the Declarant, each Designated Builder and their respective agents and contractors, shall have the right of ingress, egress and parking on the

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Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

12.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Premises to the County, the Municipality or any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Premises to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

12.05 DECLARANT CONTROL OF COMMUNITY ASSOCIATION: The first and all subsequent Boards shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Community Association of Declarant's election to terminate such rights, or (iii) fifteen (15) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

12.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Community Declaration.

ARTICLE THIRTEEN  
Amendment

13.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Community Declaration at any time and from time to time which amends this Community Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Community Declaration or any Exhibit, (iv) to bring the Community Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, (vi) to amend Exhibit B to add newly created Condominium Units to Section III of Exhibit B to reflect the recording of a condominium declaration or a supplement to a condominium declaration, or (vii) to designate a Designated

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Builder hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate at such time as (i) the Development has been fully developed and improved per Declarant's Development Plan, and (ii) Declarant no longer holds or controls title to any portion of the Development Area.

13.02 AMENDMENT: Subject to Section 13.01 and Article Fifteen, the provisions of this Community Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 13.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, and (ii) Article Twelve, and any other provisions relating to the rights of the Declarant and each Designated Builder may be amended only with the written consent of the Declarant and the Designated Builder, as applicable, (iii) no amendment which affects the rights of the Golf Club Owner shall be effective unless the Golf Club Owner has given its prior written consent thereto, which consent shall not be unreasonably withheld or delayed, (iv) no amendment which removes Premises from the provisions of this Community Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit, (v) no amendment, waiver, variation, change or abandonment of any provision of the Community Declaration which affects the rights of the Municipality shall be effective unless the Municipality has given its prior written consent thereto. No amendment shall become effective until properly Recorded.

ARTICLE FOURTEEN  
First Mortgagees Rights

14.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of First Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Community Declaration by the Community Association to the Owner of the Dwelling Unit covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Community Association which are prepared for the Community Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Community Association shall permit such party to have an audited statement for the preceding fiscal year of the Community Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area.

(e) Notice of any default by the Owner of the Dwelling Unit which is subject to the First Mortgagee's mortgage under this Community Declaration, the By-Laws or the rules and regulations of the Community Association which is not cured within thirty (30) days of the date of the default;

(f) The right to examine the books and records of the Community Association at any reasonable times; and

(g) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Community Association.

14.02 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Community Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

#### ARTICLE FIFTEEN

##### Annexing Additional Property

15.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Community Declaration to annex, add and subject additional portions of the Development Area, including the Recreational Facility, to the provisions of this Community Declaration as additional Premises by recording a supplement to this Community Declaration (a "Supplemental Community Declaration"), as hereinafter provided. Any portion of the Premises which is subjected to this Community Declaration by a Supplemental Community Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any Dwelling Units contained in the Added Premises shall be

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referred to as "Added Dwelling Units". After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Premises to the provisions of this Community Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Community Declaration is first obtained.

15.02 POWER TO AMEND: Declarant hereby reserves the right and power to Record a Supplemental Community Declaration, at any time and from time to time as provided in Section 15.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B, identify Added Dwelling Units and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Community Declaration. A Supplemental Community Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

15.03 EFFECT OF SUPPLEMENTAL COMMUNITY DECLARATION: Upon the Recording of a Supplemental Community Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Dwelling Units to this Community Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Community Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Community Declaration prior to the date of the Recording of the Supplemental Community Declaration;

(b) Every Owner of an Added Dwelling Unit shall be a member of the Community Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units immediately prior to the Recording of such Supplemental Community Declaration;

(c) In all other respects, all of the provisions of this Community Declaration shall include and apply to the Added Premises made subject to this Community Declaration by any such Supplemental Community Declaration and the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Community Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Community Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

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(e) The Declarant and each Designated Builder shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved or granted by the Declarant in this Community Declaration, plus any additional rights, powers and easements set forth in the Supplemental Community Declaration; and

(f) Each Owner of an Added Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Dwelling Unit became subject to assessment hereunder.

ARTICLE SIXTEEN  
Dispute Resolution

16.01 CONSENSUS FOR ACTION BY THE COMMUNITY ASSOCIATION:

(a) Except as provided in this Section, the Community Association may not commence a legal proceeding or an action under this Article without the affirmative vote of at least seventy-five percent (75%) of the Voting Members. A Voting Member representing Dwelling Unit owned by Persons other than the Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Dwelling Unit represented by the Voting Member. This Section shall not apply, however, to (i) actions brought by the Community Association to enforce the provisions of the Act, this Community Declaration (including, without limitation, the foreclosure of liens), the By-Laws and reasonable rules and regulations adopted by the Board; (ii) the imposition and collection of Annual Assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Community Association in proceedings instituted against it.

(b) Prior to the Community Association or any member commencing any proceeding to which Declarant and/or a Designated Builder is a Party, including but not limited to an alleged defect of any improvement, the Declarant and/or the Designated Builder, as the case may be, shall have the right to be heard by the members, or the particular member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

16.02 ALTERNATIVE METHOD FOR RESOLVING DISPUTES: The Declarant, each Designated Builder, and their respective officers, directors employees and agents; the Community Association, its officers, directors and committee members; all Persons subject to this Community Declaration; and any Person not otherwise subject to this Community Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those

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Claims, grievances or disputes described in Section 16.03 (collectively, "Claims") to the procedures set forth in Section 16.04.

16.03 CLAIMS: Unless specifically exempted below, all Claims between any of the Bound Parties regardless of how the same might have arisen or on what it might be based, including, but not limited to Claims (a) arising out of or relating to the interpretation, application or enforcement of the provisions of the Act, this Community Declaration, the By-Laws and reasonable rules and regulations adopted by the Board or the rights, obligations and duties of any Bound Party under the provisions of the Act, this Community Declaration, the By-Laws and reasonable rules and regulations adopted by the Board, (b) relating to the design or construction of improvements; or (c) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party shall be subject to the provisions of Section 16.04 and, if applicable, the dispute resolution provisions of the purchase agreement for the purchase of a Lot ("Purchase Agreement"). In the event of an inconsistency or contradiction between the provisions relating to dispute resolution as set forth in this Declaration and those which are set forth in the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

Notwithstanding the foregoing, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 16.04:

(a) any suit by the Community Association against any Bound Party to enforce the provisions of Article Six;

(b) any suit by the Community Association, Declarant or a Designated Builder to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Community Association's ability to act under and enforce the provisions of Article Three;

(c) any suit between or among Owners, which does not include Declarant, a Designated Builder or the Community Association as a Party, if such suit asserts a Claim which would constitute a cause of action independent of the provisions of the Act, this Community Declaration, the By-Laws and reasonable rules and regulations adopted by the Board; and

(d) any suit in which any indispensable party is not a Bound Party.

With the consent of all parties hereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 16.04.

16.04 MANDATORY PROCEDURES:

(a) Notice. As a condition precedent to seeking any action or remedy, a Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and

the Respondent referred to herein being individually, as a "Party," or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

- (i) the nature of the Claim, including the defect or default, if any, in detail and Persons involved and Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) the proposed remedy;
- (iv) any evidence that depicts the nature and cause of the Claim and the nature and extent of repairs necessary to remedy the Claim, including expert reports, photographs and videotapes; and
- (v) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

Notices given to Respondent pursuant to this Section shall be deemed sufficient if personally delivered, delivered by commercial messenger service, or mailed by registered or certified mail, postage prepaid, return receipt requested to the last known address of the Respondent as it appears on the records of the Community Association on the date of mailing.

(b) Claims Involving the Declarant or a Designated Builder. With respect to any Claim to which the Declarant or a Designated Builder is the Respondent:

(i) Right to Inspect. Claimant agrees to permit the Declarant or the Designated Builder and its agents to perform inspections and tests and to make all repairs and replacements deemed necessary by the Declarant or the Designated Builder to respond to the Claim. The Declarant or the Designated Builder shall have the Cure Period (defined below) to inspect and correct any alleged default. The Declarant or the Designated Builder shall be given a reasonable opportunity to perform all inspections and tests and make all repairs and/or replacements deemed to be necessary by the Declarant or the Designated Builder.

(ii) Right to Cure. The Declarant or the Designated Builder shall have the right to repair, replace or pay the Claimant the reasonable cost of repairing or replacing any defective item. Unless otherwise provided by law or agreed by the Parties, the Declarant, the Designated Builder or Community Association, as the case may be, shall have not less than 35 days nor more than 90 days from receipt of the Notice (the "Cure Period") to cure as provided herein or to otherwise respond to the Claimant in the event that the Declarant or the Designated Builder determines that no default has occurred and/or default exists. A Claimant shall have no right to bring any action against the Declarant or the Designated Builder until expiration of the Cure Period. The Cure Period shall be extended by any period of time that Claimant refuses to allow the Declarant or the Designated Builder to perform inspections and/or perform tests as provided in subsection 16.04(b)(i). The

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Declarant or the Designated Builder shall have the right, but not the obligation, to take action during the Cure Period and/or respond to any notice received from Claimant.

(iii) Time. The time periods provided for the inspection and cure by the Declarant or the Designated Builder shall be extended by any period of time that Claimant refuses to allow the Declarant or the Designated Builder to make inspections, tests, repairs and/or replacements. Any inspection, test, repair or replacement performed on a business day between 9 a.m. and 5 p.m. shall be deemed to be reasonable hereunder.

(iv) Dispute Resolution. Any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to (a) any and all controversies, disputes or claims arising under, or related to, the Purchase Agreement, the Dwelling Unit, or any dealings between the Declarant or the Designated Builder and Owner (with the exception of "consumer products" as defined by the Magnuson-Moss Warranty-Federal Trade Commission Act, 15 U.S.C. Section 2301 et seq., and the regulations promulgated thereunder), (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant or the Designated Builder or its representative, and (c) any personal injury or property damage alleged to have been sustained by Purchaser on the Property (hereinafter individually and collectively referred to as "disputes" or "Claims"), shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. Section 1 et seq.) and not by or in a court of law.

(v) Small Claims Court. Notwithstanding the requirement of arbitration, Claimant shall have the option, after mediation to seek relief in a small claims court for disputes or Claims within the scope of the court's jurisdiction in lieu of proceeding with arbitration. This option does not apply to any appeal from a decision by a small claims court.

(vi) Mediation Fees. The Declarant or the Designated Builder shall pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the Parties.

(vii) Arbitration Fees. The fees for any claim in an amount of \$10,000 or less shall be apportioned as provided in applicable AAA rules. Unless otherwise provided by applicable AAA rules, for claims that exceed \$10,000, the filing Party shall pay up to the first \$750 of any initial filing fee to initiated arbitration. Under the following conditions, the Declarant or the Designated Builder agrees to pay up to the next \$2,000 of any initial filing fee: (1) Claimant has participated in mediation prior to initiating the arbitration; (2) the parties have mutually agreed to waive mediation; or (3) the Declarant or the Designated Builder files for arbitration under Paragraph (d)(i) below. The portion of any filing fee not covered above, and any case service fee, management fee or fees of arbitrator(s), shall be shared equally by the Parties.

(viii) The Declarant or the Designated Builder and Claimant agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Article Sixteen shall survive (1) the closing of the sale of the Dwelling Unit; (2) the termination of the Purchase Agreement by either party; or (3) the default of the Purchase Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph. The Declarant or the Designated Builder and Claimant further agree (1) that any dispute involving the Declarant's or the Designated Builder's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in court of law; (2) that the Declarant or the Designated Builder may, at its sole election, include its sub-contractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; (3) that the mediation and arbitration will be limited to the parties specified herein.

(c) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within 90 days after the date of the Notice and the Cure Period has expired (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), either Party shall have 30 days from the date of Termination of Negotiations to submit the Claim to mediation. The mediation shall be filed with and administered by the American Arbitration Association ("AAA") in accordance with the AAA's Supplementary Mediation Procedures for Residential Construction Disputes in effect on the date of the Notice. If there are no Supplementary Mediation Procedures for Residential Construction Disputes currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of the Notice shall be utilized. Unless mutually waived by the Parties, submission to mediation is a condition precedent to either Party taking further action with regard the Claim.

(iii) If a Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, then the Claimant shall be deemed to have waived the Claim, and the Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties to not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that the mediation was terminated.

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(d) Binding Arbitration.

(i) Upon Termination of Mediation, either Party shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of AAA in accordance with the AAA's Supplementary Arbitration Procedures for Residential Construction Disputes in effect on the date of the Notice. If there are no Supplementary Arbitration Procedures for Residential Construction Disputes in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such Notice shall be utilized. Such Claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless the Parties agree otherwise, Claims in excess of \$10,000 but less than \$500,000 shall utilize the Regular Track Procedures of the Construction Industry Arbitration Rules, as modified by the Supplementary Arbitration Procedures for Residential Construction. If the Claim amount exceeds \$250,000 or includes a demand for punitive damages, the Claim shall be heard and determined by three arbitrators. Otherwise, unless mutually agreed to by the Parties, there shall be one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

(ii) At the request of any Party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Parties.

(e) Costs and Expenses. Except as otherwise provided under subparagraphs 16.04(b) above, each Party shall bear its own costs and expenses, including attorney's fees, for any mediation and arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorney's fees and expenses incurred in defending such contest. In addition, if a Party fails to abide by the terms of a mediation settlement or arbitration award, the other Party shall be awarded reasonable attorney's fees and expenses in enforcing such settlement or award.

16.05 AMENDMENT OF ARTICLE: Without the express prior written consent of the Declarant, this Article may not be amended for a period of twenty years from the effective date of this Community Declaration.

ARTICLE SEVENTEEN  
Miscellaneous

17.01 NOTICES: Except as otherwise provided under Section 16.04, any notice required to be sent to any Owner under the provisions of this Community Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Community Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as

either appears on the records of the Community Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

17.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Community Declaration. In the event of any conflict between statements made in recitals to this Community Declaration and the provisions contained in the body of this Community Declaration, the provisions in the body of this Community Declaration shall govern.

17.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Community Declaration which shall, and all other provisions, remain in full force and effect.

17.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Community Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George H.W. Bush, the former President of the United States.

17.05 ASSIGNMENT BY DECLARANT: Except as otherwise provided herein, all rights which are specified in this Community Declaration to be rights of the Declarant or a Designated Builder are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant or a Designated Builder hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant or a Designated Builder hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant or a Designated Builder hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

17.06 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Community Declaration against such Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

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**EXHIBIT A TO  
DECLARATION FOR THE MIDLANE CLUB**

The Development Area

ALL LOTS AND OUTLOTS IN THE GREENS AT MIDLANE NORTH ACCESS SUBDIVISION, BEING A SUBDIVISION OF PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS, PURSUANT TO THE PLAT THEREOF RECORDED IN LAKE COUNTY, ILLINOIS, ON FEBRUARY 22, 2005, AS DOCUMENT NO. 5737715;

AND ALSO:

RECREATIONAL FACILITY:

OUTLOT "F" (EXCEPT THE NORTH 215.00 FEET AND EXCEPT THE WEST 50.00 FEET THEREOF) IN THE LINKS AT MIDLANE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 29, 1994 AS DOCUMENT 3561532, IN LAKE COUNTY, ILLINOIS.



**EXHIBIT B TO  
DECLARATION FOR THE MIDLANE CLUB**

The Premises

I. THE PREMISES

Lots 21 through 83, both inclusive, Lot 122, Lots 146 through 153, both inclusive, in the Greens at Midlane North Access Subdivision, being a subdivision of Part of Section 2, Township 45 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois, pursuant to the plat thereof recorded in Lake County, Illinois, on February 22, 2005, as Document No. 5737715 (the "Greens at Midlane Subdivision").

II. LOTS

Lots 21 through 83, both inclusive, Lot 122 and Lots 146 through 153, both inclusive, in the Greens at Midlane Subdivision.

III. DWELLING UNITS

A. DETACHED HOMES

Lots 21 through 83, both inclusive, and Lots 146 through 153, both inclusive, in the Greens at Midlane Subdivision.

B. COURTYARD HOMES

None at this time.

C. CONDOMINIUM UNITS

1. Dwelling Units 122A720, 122A721, 122A722, 122B720, 122B721, 122B722, 122C720, 122C721, 122C722, 122D720, 122D721 and 122D722 created pursuant to that certain Declaration of Condominium Ownership for The Midlane Club Condominium, Recorded immediately prior to the Recording of this Community Declaration.

IV. COMMUNITY AREA

Outlot A in the Greens at Midlane Subdivision.

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V. ASSOCIATION MAINTAINED ROW

All landscaping and improvements, including streetlights, located on cul de sac islands and boulevards in The Midlane Club Subdivision, to the extent not maintained by the Municipality.

VI. RESTRICTED LOTS

Lots 1 through 30, both inclusive, Lots 32 through 42, both inclusive, Lots 82 through 85, both inclusive, Lots 120 through 128, both inclusive, Lots 147 through 153, both inclusive, in the Greens at Midlane Subdivision.

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**EXHIBIT C TO  
DECLARATION FOR THE MIDLANE CLUB**

Golf Club Property and Association Maintained Pond Areas

I. THE GOLF CLUB PROPERTY:

PARCEL 1:

THE WEST 490.8 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 (EXCEPT THE NORTH 215 FEET OF THE SOUTH 635 FEET THEREOF), TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THE EAST 228 FEET OF THE WEST 718.8 FEET OF THE SOUTH 500.2 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 3:

THE NORTH 1212 FEET OF THE SOUTH 1622 FEET OF THE EAST 1/2 OF GOVERNMENT LOTS 1 AND 2 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH 1622 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 2, 1212 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 1212 FEET, 527.74 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE LINE DRAWN BETWEEN TWO POINTS, THE FIRST BEING 880 FEET NORTH OF THE SOUTH LINE AND 665 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4, THE SECOND BEING 405 FEET SOUTH OF THE NORTH LINE AND 290 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4; THENCE NORTH 16 DEGREES 17 MINUTES WEST, 489.37 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE SOUTH 89 DEGREES 52 MINUTES 40 SECONDS WEST ALONG A LINE PARALLEL WITH AND 880 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, 300 FEET; THENCE NORTH 02 DEGREES 38 MINUTES WEST ALONG A LINE WHICH IF EXTENDED NORTHERLY PASSES THROUGH A POINT 672 FEET SOUTH OF THE NORTH LINE AND 1009 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4, 742.68 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SOUTH 1622 FEET; THENCE EASTERLY ALONG SAID NORTH LINE, 999.16 FEET MORE OR LESS, TO THE POINT OF BEGINNING) AND (EXCEPT THE WEST 28 FEET THEREOF) IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 410 FEET OF THE EAST 1/2 OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHWEST 1/4 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH 410 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST 1/4, 410 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST 1/4, 408 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 665 FEET WEST OF THE EAST LINE AND 880 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4, AND THE SECOND BEING 405 FEET SOUTH OF THE NORTH LINE AND 290 FEET WEST OF THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 2; THENCE NORTH 16 DEGREES 17 MINUTES WEST ALONG A LINE BETWEEN TWO SAID POINTS, 426.89 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID SOUTH 410 FEET; THENCE EASTERLY ALONG

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SAID NORTH LINE, 527.74 FEET, MORE OR LESS, TO THE POINT OF BEGINNING) AND (EXCEPT THE WEST 28 FEET THEREOF) OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, THE LAKE COUNTY, ILLINOIS.

PARCEL 5:

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 (EXCEPT THE WEST 490.8 FEET THEREOF, AND EXCEPT THE EAST 228 FEET OF THE WEST 718.8 FEET OF THE SOUTH 500.2 FEET, AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE WESTERLY ALONG THE NORTH LINE OF SAID NORTHEAST 1/4, 408 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 405 FEET SOUTH OF THE NORTH LINE AND 290 FEET WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, AND THE SECOND BEING 880 FEET NORTH OF THE SOUTH LINE AND 665 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 2; THENCE SOUTH 16 DEGREES 17 MINUTES EAST, 421.37 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE SOUTH 07 DEGREES 14 MINUTES WEST, 927.35 FEET, MORE OR LESS, TO THE POINT ON THE SOUTH LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE EASTERLY ALONG SAID SOUTH LINE, 406.55 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4, 1325 FEET, MORE OR LESS, TO THE POINT OF BEGINNING) IN TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 260 FEET OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING EAST OF THE WESTERLY EDISON RIGHT OF WAY LINE, AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTH 260 FEET; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST 1/4, 1175.22 FEET, MORE OR LESS, TO THE INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 810 FEET EAST OF THE WEST LINE AND 550 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4, AND THE SECOND BEING 1320 FEET WEST OF THE EAST LINE AND 216 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 2; THENCE SOUTH 33 DEGREES 33 MINUTES 20 SECONDS WEST ALONG A LINE BETWEEN SAID POINTS, 312.42 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTH 260 FEET; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NORTH 260 FEET; 1002.57 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTH 260 FEET; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH 260 FEET TO THE POINT OF BEGINNING), IN LAKE COUNTY, ILLINOIS.

PARCEL 7:

THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2 (EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE SOUTH ALONG THE EAST LINE OF SAID SOUTHEAST 1/4, 811.69 FEET, MORE OR LESS, TO A POINT OF INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 75 FEET WEST OF THE EAST LINE AND 450 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST 1/4, AND THE SECOND BEING 425 FEET EAST OF THE WEST LINE AND 890 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE SOUTH 48 DEGREES 38 MINUTES WEST, 100 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE NORTH 71 DEGREES 45 MINUTES 45 SECONDS WEST 447.5 FEET; THENCE NORTH 07 DEGREES 14 MINUTES EAST ALONG THE LINE WHICH IF EXTENDED NORTHERLY PASSES THROUGH

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THE POINT 290 FEET WEST OF THE EAST LINE AND 405 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, 743.55 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID SOUTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE EASTERLY ALONG SAID NORTH LINE, 406.55 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 8:

THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2 (EXCEPT THAT PART LYING EAST OF THE WESTERLY EDISON RIGHT OF WAY LINE, AND ALSO EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF SAID SOUTH EAST 1/4; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 1/2, 563.96 FEET, MORE OR LESS, TO A POINT ON THE LINE BETWEEN TWO POINTS, THE FIRST BEING 425 FEET EAST OF THE WEST LINE AND 890 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4, AND THE SECOND BEING 810 FEET EAST OF THE WEST LINE AND 550 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4; THENCE SOUTH 17 DEGREES 35 MINUTES 20 SECONDS WEST, 566.15 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE SOUTH 48 DEGREES 38 MINUTES WEST ALONG A LINE WHICH IF EXTENDED SOUTHWESTERLY PASSES THROUGH A POINT 75 FEET WEST OF THE EAST LINE AND 450 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2, 566.15 FEET, MORE OR LESS, TO THE WEST LINE OF SAID SOUTHEAST 1/4 OF SECTION 2; THENCE NORTH ALONG SAID WEST LINE, 811.69 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 9:

THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2 (EXCEPT THE NORTH 260 FEET THEREOF, AND EXCEPT THAT PART LYING EAST OF THE WESTERLY EDISON RIGHT OF WAY LINE, ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTH 260 FEET, THENCE EASTERLY ALONG THE SOUTH LINE OF THE NORTH 260 FEET, 1002.57 FEET, MORE OR LESS, TO THE POINT OF INTERSECTION WITH THE LINE BETWEEN TWO POINTS, THE FIRST BEING 810 FEET EAST OF THE WEST LINE AND 550 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 2, AND THE SECOND BEING 1320 FEET WEST OF THE EAST LINE AND 216 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 2; THENCE SOUTH 33 DEGREES 33 MINUTES 20 SECONDS WEST, 349.47 FEET, MORE OR LESS, TO THE SAID FIRST POINT; THENCE SOUTH 17 DEGREES 35 MINUTES 20 SECONDS WEST ALONG A LINE WHICH IF EXTENDED SOUTHWESTERLY, PASSES THROUGH A POINT 425 FEET EAST OF THE WEST LINE AND 890 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2, 814.26 FEET, MORE OR LESS, TO THE SOUTH LINE OF SAID NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE WESTERLY ALONG SAID SOUTH LINE, 563.36 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID NORTH 1/2; THENCE NORTH ALONG THE WEST LINE OF SAID NORTH 1/2, 1065 FEET MORE OR LESS, TO THE POINT OF BEGINNING) IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 10:

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2, 17 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 461 FEET, SAID LINE HEREAFTER DESIGNATED AS HAVING A COURSE OF SOUTH 00 DEGREES FOR PURPOSES OF THIS DESCRIPTION; THENCE SOUTH 86 DEGREES 34 MINUTES 30 SECONDS EAST, 667.83

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FEET TO A POINT WHICH IS 650 FEET EAST OF THE WEST LINE AND 500 FEET SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 2; THENCE SOUTH 49 DEGREES 35 MINUTES 30 SECONDS EAST, 877.38 FEET TO A POINT, SAID POINT BEING 1320 FEET WEST OF THE EAST LINE AND 1432 FEET NORTH OF THE SOUTH LINE OF SAID NORTHEAST 1/4 OF SECTION 2; THENCE SOUTH 00 DEGREES 01 MINUTE 00 SECONDS EAST ALONG A LINE PARALLEL WITH AND 1320 FEET WEST OF THE EAST LINE OF SAID NORTHEAST 1/4, 1216 FEET; THENCE SOUTH 33 DEGREES 33 MINUTES 20 SECONDS WEST, 920.36 FEET TO A POINT WHICH IS 810 FEET EAST OF THE WEST LINE AND 550 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE SOUTH 17 DEGREES 35 MINUTES 20 SECONDS WEST, 1274.14 FEET TO A POINT, SAID POINT BEING 425 FEET EAST OF THE WEST LINE AND 890 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 2; THENCE SOUTH 48 DEGREES 38 MINUTES WEST, 666.15 FEET TO A POINT, SAID POINT BEING 75 FEET WEST OF THE EAST LINE AND 450 FEET NORTH OF THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 2; THENCE NORTH 71 DEGREES 45 MINUTES 45 SECONDS WEST 447.50 FEET; THENCE NORTH 07 DEGREES 14 MINUTES EAST, 1670.94 FEET TO A POINT, SAID POINT BEING 405 FEET SOUTH OF THE NORTH LINE AND 290 FEET WEST OF THE EAST LINE OF THE SAID SOUTHWEST 1/4; THENCE NORTH 16 DEGREES 17 MINUTES WEST, 1337.63 FEET TO A POINT, WHICH IS 665 FEET WEST OF THE EAST LINE AND 880 FEET NORTH OF THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 2; THENCE SOUTH 89 DEGREES 52 MINUTES 40 SECONDS WEST ALONG A LINE PARALLEL WITH AND 880 FEET NORTH OF THE SOUTH LINE OF SAID NORTHWEST 1/4, 300 FEET TO A POINT WHICH IS 965 FEET WEST OF THE EAST LINE OF SAID NORTHWEST 1/4; THENCE NORTH 02 DEGREES 38 MINUTES WEST, 956.61 FEET TO A POINT, SAID POINT BEING 672 FEET SOUTH OF THE NORTH LINE AND 1009 FEET WEST OF THE EAST LINE OF THE NORTHWEST 1/4 OF SECTION 2; THENCE NORTH PARALLEL WITH THE EAST LINE OF THE SAID NORTHWEST 1/4 108 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST 1/4 573 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHWEST 1/4, 104 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST 1/4, 151 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SAID NORTHWEST 1/4, 195 FEET; THENCE EASTERLY ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SAID NORTHWEST 1/4, 33 FEET; THENCE NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF THE SAID NORTHWEST 1/4, 265 FEET TO A POINT ON THE NORTH LINE OF THE SAID NORTHWEST 1/4; THENCE EASTERLY ALONG SAID NORTH LINE, 235 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING WEST OF THE EAST 17 FEET AND NORTH OF THE SOUTH 1622 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 31, IN LAKE COUNTY, ILLINOIS).

PARCEL 11:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER QUARTER SECTION; THENCE SOUTH ALONG THE WEST LINE THEREOF, 1232.99 FEET TO A POINT 90.31 FEET NORTH OF THE SOUTHWEST CORNER OF SAID QUARTER QUARTER SECTION (SAID POINT BEING ON THE NORTHWESTERLY LINE OF THE PROPERTY CONVEYED TO A. EVERETT PATTON BY DEED RECORDED NOVEMBER 25, 1960 AS DOCUMENT 10905461); THENCE NORTHEASTERLY ALONG THE NORTHWESTERLY LINE OF SAID PREMISES CONVEYED TO A. EVERETT PATTON, 1337.54 FEET, MORE OR LESS, TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE WEST ALONG SAID NORTH LINE 508.95 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 12:

THE EAST 1/2 OF GOVERNMENT LOTS 1 AND 2 OF THE NORTHWEST 1/4 OF SECTION 2 (EXCEPT THE SOUTH 1622 FEET THEREOF, AND EXCEPT THE WEST 28 FEET THEREOF AND

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EXCEPT MIDLANE FARMS COUNTRYSIDE UNIT NO. 1 RECORDED AS DOCUMENT 1305259, AND EXCEPT THE EAST 17 FEET THEREOF LYING WEST OF MIDLANE FARMS COUNTRYSIDE UNIT 1, NOTED HEREIN), IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 13:

THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11 (EXCEPT THAT PART THEREOF LYING WEST OF THE EASTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD RIGHT OF WAY, AND EXCEPT THOSE PARTS CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY INSTRUMENTS RECORDED OCTOBER 28, 1955 AS DOCUMENT 886845 AND AUGUST 15, 1960 AS DOCUMENT 1079033), IN TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

PARCEL 14:

THE WEST 1/2 OF GOVERNMENT LOTS 1 AND 2 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE NORTH 663 FEET OF THE EAST 553 FEET THEREOF, AND EXCEPT OAK CREST SUBDIVISION, PHASE 1 AND PHASE 2), IN LAKE COUNTY, ILLINOIS.

PARCEL 15:

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING SOUTHWESTERLY OF THE NORTHEASTERLY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY), IN LAKE COUNTY, ILLINOIS.

PARCEL 16:

THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART LYING WEST OF THE EAST LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY RIGHT OF WAY), IN LAKE COUNTY, ILLINOIS.

PARCEL 17:

THAT PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF THE RAILROAD RIGHT OF WAY, IN LAKE COUNTY, ILLINOIS.

PARCEL 18:

THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE TRIANGLE IN THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, BEING 90.31 FEET ON THE EAST LINE AND 37.29 FEET OF THE SOUTH LINE THEREOF), IN LAKE COUNTY, ILLINOIS.

AND EXCEPTING FROM THE AFOREMENTIONED PARCELS 1 THROUGH 18, LOTS 1-212 AND OUTLOTS C, D, E, G AND H OF THE LINKS AT MIDLANE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHWEST QUARTER OF SECTION 2, ALL IN TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JUNE 29, 1994 AS DOCUMENT 3561532, IN LAKE COUNTY, ILLINOIS.

AND ALSO EXCEPTING THEREFROM ALL ROADS IN THE LINKS AT MIDLANE SUBDIVISION PREVIOUSLY DEDICATED TO THE PUBLIC.  
AND ALSO EXCEPTING THEREFROM OUTLOT "F" (EXCEPTING THE NORTH 215.00 FEET AND ALSO EXCEPTING THE WEST 50.00 FEET THEREOF) IN THE LINKS AT MIDLANE SUBDIVISION, BEING A SUBDIVISION OF PARTS OF THE NORTHWEST QUARTER OF

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SECTION 2, ALL IN TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

AND ALSO EXCEPTING THEREFROM THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:  
COMMENCING AT A POINT ON THE NORTH/SOUTH QUARTER LINE OF SECTION 2, SAID POINT BEING 854.28 FEET SOUTHERLY OF THE NORTH QUARTER CORNER OF SECTION 2: THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 31 MINUTES 05 SECONDS EAST, 68.58 FEET TO THE POINT OF BEGINNING; THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING NORTH 68 DEGREES 12 MINUTES 59 SECONDS EAST, A CHORD LENGTH OF 79.52 FEET AND AN ARC LENGTH OF 91.93 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTH, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING SOUTH 79 DEGREES 09 MINUTES 38 SECONDS EAST, A CHORD LENGTH OF 27.43 FEET AND AN ARC LENGTH OF 28.00 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING SOUTH 83 DEGREES 47 MINUTES 07 SECONDS EAST, A CHORD LENGTH OF 175.55 FEET AND AN ARC LENGTH OF 177.69 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 33 SECONDS EAST, 94.32 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 441.28, A CHORD BEARING SOUTH 64 DEGREES 36 MINUTES 56 SECONDS EAST, A CHORD LENGTH OF 57.63 FEET AND AN ARC LENGTH OF 57.67 FEET; THENCE NORTH 29 DEGREES 07 MINUTES 42 SECONDS EAST, 136.12 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 33 SECONDS EAST, 97.98 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 04 SECONDS EAST, 92.41 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 456.81 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET; THENCE SOUTH 61 DEGREES 15 MINUTES 56 SECONDS WEST, 125.00 FEET; THENCE SOUTH 10 DEGREES 40 MINUTES 04 SECONDS WEST, 75.00 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 09 SECONDS WEST, 65.63 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 35 SECONDS EAST, 63.26 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 05 SECONDS EAST, 69.61 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 39 SECONDS EAST, 71.59 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 25 SECONDS EAST, 71.42 FEET; THENCE SOUTH 19 DEGREES 31 MINUTES 13 SECONDS EAST, 71.42 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 26 SECONDS EAST, 119.95 FEET; THENCE SOUTH 22 DEGREES 22 MINUTES 43 SECONDS WEST, 105.95 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 37 SECONDS WEST, 80.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, 80.19 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 36 SECONDS WEST, 30.12 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 09 SECONDS WEST, 99.22 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 29 SECONDS WEST, 140.88; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING SOUTH 65 DEGREES 41 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 40 SECONDS EAST, 116.41 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 20 SECONDS WEST, 60.00 FEET; THENCE SOUTH 43 DEGREES 28 MINUTES 54 SECONDS EAST, 64.47 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 59 SECONDS WEST, 200.00 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 39 SECONDS WEST, 177.59 FEET; THENCE SOUTH 21 DEGREES 58 MINUTES 32 SECONDS WEST, 524.36 FEET; THENCE SOUTH 85 DEGREES 09 MINUTES 24 SECONDS WEST, 302.76 FEET; THENCE NORTH 04 DEGREES 50 MINUTES 36 SECONDS WEST, 400.00 FEET; THENCE NORTH 00 DEGREES 39 MINUTES 48 SECONDS WEST, 304.14 FEET; THENCE NORTH 17 DEGREES 01 MINUTES 21 SECONDS WEST, 152.03 FEET; THENCE NORTH 31 DEGREES 24 MINUTES 50 SECONDS WEST, 219.89 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 370.00 FEET, A CHORD BEARING SOUTH 42 DEGREES 26 MINUTES 18 SECONDS WEST, A CHORD LENGTH OF 78.66 FEET AND AN ARC LENGTH OF 78.80 FEET; THENCE SOUTH 36 DEGREES 20 MINUTES 13 SECONDS WEST, 124.28 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 200.00, A CHORD BEARING SOUTH 51 DEGREES 49 MINUTES 14 SECONDS WEST, A

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CHORD LENGTH OF 106.79 FEET AND AN ARC LENGTH OF 108.10 FEET; THENCE SOUTH 67 DEGREES 18 MINUTES 15 SECONDS WEST, 51.16 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 335.00 FEET, A CHORD BEARING NORTH 32 DEGREES 01 MINUTE 54 SECONDS WEST, A CHORD LENGTH OF 91.74 FEET AND AN ARC LENGTH OF 92.03 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 810.84 FEET, A CHORD BEARING NORTH 40 DEGREES 15 MINUTES 10 SECONDS WEST, A CHORD LENGTH OF 9.94 FEET AND AN ARC LENGTH OF 9.94 FEET; THENCE NORTH 67 DEGREE 18 MINUTES 15 SECONDS EAST, 132.92 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 150.00 FEET, A CHORD BEARING NORTH 51 DEGREES 49 MINUTES 14 SECONDS EAST, A CHORD LENGTH OF 80.09 FEET AND AN ARC LENGTH OF 81.07 FEET; THENCE NORTH 36 DEGREES 20 MINUTES 13 SECONDS EAST, 43.78 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 430.00 FEET, A CHORD BEARING NORTH 42 DEGREES 00 MINUTES 47 SECONDS EAST, A CHORD LENGTH OF 85.06 FEET AND AN ARC LENGTH OF 85.20 FEET; THENCE NORTH 42 DEGREES 18 MINUTES 38 SECONDS WEST, 110.00 FEET; THENCE NORTH 51 DEGREES 30 MINUTES 44 SECONDS EAST, 72.14 FEET; THENCE NORTH 21 DEGREES 14 MINUTES 14 SECONDS WEST, 88.90 FEET; THENCE NORTH 12 DEGREES 30 MINUTES 30 SECONDS WEST, 70.44 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 53 SECONDS WEST, 78.26 FEET; THENCE NORTH 07 DEGREES 46 MINUTES 07 SECONDS EAST, 276.90 FEET; THENCE NORTH 02 DEGREES 29 MINUTES 48 SECONDS EAST, 57.43 FEET; THENCE NORTH 00 DEGREES 58 MINUTES 47 SECONDS EAST, 287.90 FEET; THENCE NORTH 13 DEGREES 58 MINUTES 24 SECONDS EAST, 88.88 FEET; THENCE NORTH 22 DEGREES 18 MINUTES 28 SECONDS EAST, 98.14 FEET; THENCE NORTH 63 DEGREES 44 MINUTES 20 SECONDS EAST, 109.59 FEET; THENCE SOUTH 78 DEGREES 39 MINUTES 20 SECONDS EAST, 109.59 FEET; THENCE SOUTH 30 DEGREES 08 MINUTES 49 SECONDS WEST, 120.00 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING SOUTH 16 DEGREES 25 MINUTES 57 SECONDS EAST, A CHORD LENGTH OF 68.73 FEET AND AN ARC LENGTH OF 75.78 FEET; THENCE SOUTH 89 DEGREES 01 MINUTE 13 SECONDS EAST, 170.56 FEET; THENCE NORTH 03 DEGREES 49 MINUTES 46 SECONDS WEST, 154.18 FEET; THENCE NORTH 80 DEGREES 43 MINUTES 14 SECONDS EAST, 21.46 FEET; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING NORTH 03 DEGREES 07 MINUTES 54 SECONDS EAST, A CHORD LENGTH OF 21.49 FEET AND AN ARC LENGTH OF 21.66 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS, CONTAINING 2,287,500 SQUARE FEET OR 52.514 ACRES MORE OR LESS.

AND ALSO EXCEPTING THEREFROM SAID PARCEL 6.

AND ALSO EXCEPTING THEREFROM SAID PARCEL 9.

AND ALSO EXCEPTING THEREFROM SAID PARCEL 8, (EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 2; THENCE NORTH ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 2, 516.00 FEET; THENCE NORTH 48 DEGREES 38 MINUTES EAST, 566.41 FEET TO A POINT 890.00 FEET NORTH OF THE SOUTH LINE OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 2; THENCE SOUTH 890.00 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTH  $\frac{1}{2}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SAID SECTION 2; THENCE ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING), ALL IN LAKE COUNTY, ILLINOIS.

AND ALSO EXCEPTING THEREFROM THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH/SOUTH QUARTER LINE OF SECTION 2, SAID POINT BEING 854.28 FEET SOUTHERLY OF THE NORTH QUARTER CORNER OF SECTION 2: THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 31 MINUTES 05 SECONDS

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EAST, 68.58 FEET TO THE POINT OF BEGINNING; THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING NORTH 68 DEGREES 12 MINUTES 59 SECONDS EAST, A CHORD LENGTH OF 79.52 FEET AND AN ARC LENGTH OF 91.93 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTH, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING SOUTH 79 DEGREES 09 MINUTES 38 SECONDS EAST, A CHORD LENGTH OF 27.43 FEET AND AN ARC LENGTH OF 28.00 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING SOUTH 83 DEGREES 47 MINUTES 07 SECONDS EAST, A CHORD LENGTH OF 175.55 FEET AND AN ARC LENGTH OF 177.69 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 33 SECONDS EAST, 94.32 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 441.28, A CHORD BEARING SOUTH 64 DEGREES 36 MINUTES 56 SECONDS EAST, A CHORD LENGTH OF 57.63 FEET AND AN ARC LENGTH OF 57.67 FEET; THENCE NORTH 29 DEGREES 07 MINUTES 42 SECONDS EAST, 420.81 FEET; THENCE NORTH 48 DEGREES 57 MINUTES 56 SECONDS WEST, 45.89 FEET; THENCE NORTH 85 DEGREES 58 MINUTES 28 SECONDS WEST, 668.18 FEET; THENCE SOUTH 04 DEGREES 58 MINUTES 39 SECONDS EAST, 378.44 FEET; THENCE SOUTH 74 DEGREES 27 MINUTES 26 SECONDS EAST, 50.28 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

II. ASSOCIATION MAINTAINED POND AREAS:

POND 1 & 2 EASEMENT (AN AMENDMENT & RESTATEMENT OF PART OF DOCUMENT 5299900):

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH/SOUTH QUARTER LINE OF SECTION 2, SAID POINT BEING 854.28 FEET SOUTHERLY OF THE NORTH QUARTER CORNER OF SECTION 2: THENCE ON AN ASSUMED BEARING OF NORTH 87 DEGREES 31 MINUTES 05 SECONDS EAST, 68.58 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET, A CHORD BEARING NORTH 68 DEGREES 12 MINUTES 59 SECONDS EAST, A CHORD LENGTH OF 79.52 FEET AND AN ARC LENGTH OF 91.93 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTH, HAVING A RADIUS OF 40.00 FEET, A CHORD BEARING SOUTH 79 DEGREES 09 MINUTES 38 SECONDS EAST, A CHORD LENGTH OF 27.43 FEET AND AN ARC LENGTH OF 28.00 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTH, HAVING A RADIUS OF 330.00 FEET, A CHORD BEARING SOUTH 83 DEGREES 47 MINUTES 07 SECONDS EAST, A CHORD LENGTH OF 175.55 FEET AND AN ARC LENGTH OF 177.69 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 33 SECONDS EAST, 94.32 FEET; THENCE ALONG AN ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 441.28, A CHORD BEARING SOUTH 64 DEGREES 36 MINUTES 56 SECONDS EAST, A CHORD LENGTH OF 57.63 FEET AND AN ARC LENGTH OF 57.67 FEET; THENCE NORTH 29 DEGREES 07 MINUTES 42 SECONDS EAST, 136.12 FEET; THENCE SOUTH 54 DEGREES 45 MINUTES 33 SECONDS EAST, 97.98 FEET; THENCE SOUTH 46 DEGREES 41 MINUTES 04 SECONDS EAST, 92.41 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 456.81 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 48 MINUTES 41 SECONDS EAST, 62.00 FEET; THENCE SOUTH 29 DEGREES 47 MINUTES 32 SECONDS EAST, 43.00 FEET; THENCE SOUTH 49 DEGREES 48 MINUTES 53 SECONDS EAST, 96.00 FEET; THENCE SOUTH 00 DEGREES 44 MINUTES 23 SECONDS EAST, 146.50 FEET; THENCE SOUTH 08 DEGREES 16 MINUTES 17 SECONDS EAST, 141.00 FEET; THENCE SOUTH 15 DEGREES 52 MINUTES 38 SECONDS WEST, 63.77 FEET; THENCE SOUTH 27 DEGREES 03 MINUTES 30 SECONDS WEST, 179.21 FEET; THENCE SOUTH 17 DEGREES 13 MINUTES 55 SECONDS EAST, 122.00 FEET; THENCE SOUTH 37 DEGREES 25 MINUTES 19 SECONDS EAST, 95.40 FEET; THENCE SOUTH 43 DEGREES 39 MINUTES 27 SECONDS WEST, 210.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 54 SECONDS WEST, 11.19 FEET; THENCE NORTH 82 DEGREES 09 MINUTES 53

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SECONDS WEST, 152.07 FEET; THENCE ALONG AN ARC CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 120.00 FEET, A CHORD BEARING NORTH 63 DEGREES 26 MINUTES 17 SECONDS WEST, A CHORD LENGTH OF 77.05 FEET AND AN ARC LENGTH OF 78.44 FEET; THENCE NORTH 44 DEGREES 42 MINUTES 40 SECONDS WEST, 116.41 FEET; THENCE ALONG ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING NORTH 65 DEGREES 41 MINUTES 25 SECONDS WEST, A CHORD LENGTH OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE NORTH 75 DEGREES 00 MINUTES 29 SECONDS EAST, 140.88; THENCE SOUTH 76 DEGREES 37 MINUTES 09 SECONDS EAST, 99.22 FEET; THENCE SOUTH 82 DEGREES 16 MINUTES 36 SECONDS EAST, 30.12 FEET; THENCE NORTH 72 DEGREES 36 MINUTES 30 SECONDS EAST, 80.19 FEET; THENCE NORTH 47 DEGREES 29 MINUTES 37 SECONDS EAST, 80.19 FEET; THENCE NORTH 22 DEGREES 22 MINUTES 43 SECONDS EAST, 105.95 FEET; THENCE NORTH 22 DEGREES 02 MINUTES 26 SECONDS WEST, 119.95 FEET; THENCE NORTH 19 DEGREES 31 MINUTES 13 SECONDS WEST, 71.42 FEET; THENCE NORTH 16 DEGREES 27 MINUTES 25 SECONDS WEST, 71.42 FEET; THENCE NORTH 13 DEGREES 23 MINUTES 39 SECONDS WEST, 71.59 FEET; THENCE NORTH 11 DEGREES 03 MINUTES 05 SECONDS WEST, 69.61 FEET; THENCE NORTH 02 DEGREES 22 MINUTES 35 SECONDS WEST, 63.26 FEET; THENCE NORTH 07 DEGREES 35 MINUTES 09 SECONDS EAST, 65.63 FEET; THENCE NORTH 10 DEGREES 40 MINUTES 04 SECONDS EAST, 75.00 FEET; THENCE NORTH 61 DEGREES 15 MINUTES 56 SECONDS EAST, 125.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

#### POND 3 EASEMENT

THAT PART OF SECTION 2, TOWNSHIP 45 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT 40.00 FEET SOUTH OF THE NORTH QUARTER CORNER OF SECTION 2, SAID POINT BEING THE INTERSECTION OF THE SOUTH LINE OF YORKHOUSE ROAD AND THE WEST LINE OF THE EAST HALF OF SECTION 2; THENCE ALONG AN ASSUMED BEARING SOUTH 89 DEGREES 19 MINUTES 14 SECONDS EAST, 43.00 FEET ALONG THE SOUTH LINE OF YORKHOUSE ROAD; THENCE SOUTH 00 DEGREES 37 MINUTES 06 SECONDS WEST, 424.51 FEET; THENCE SOUTH 85 DEGREES 58 MINUTES 27 SECONDS EAST, 12.39 FEET; THENCE ALONG AN ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 145.00 FEET, A CHORD BEARING SOUTH 28 DEGREES 33 MINUTES 54 SECONDS EAST, A CHORD LENGTH OF 27.04 FEET AND AN ARC LENGTH OF 27.08 FEET; THENCE SOUTH 33 DEGREES 54 MINUTES 56 SECONDS EAST, 363.93 FEET; THENCE ALONG AN ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 145.00 FEET, A CHORD BEARING SOUTH 51 DEGREES 08 MINUTES 15 SECONDS EAST, A CHORD DISTANCE OF 85.06 FEET AND AN ARC LENGTH OF 87.17 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 33 SECONDS EAST, 95.98 FEET; THENCE ALONG AN ARC CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 441.28 FEET, A CHORD BEARING SOUTH 56 DEGREES 00 MINUTES 58 SECONDS EAST, A CHORD LENGTH OF 188.67 FEET AND AN ARC LENGTH OF 190.13 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 6.20 FEET; THENCE NORTH 47 DEGREES 07 MINUTES 57 SECONDS EAST, 134.01 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 22 SECONDS EAST, 466.42 FEET; THENCE SOUTH 25 DEGREES 00 MINUTES 57 SECONDS EAST, 139.60; THENCE SOUTH 12 DEGREES 51 MINUTES 34 SECONDS WEST, 133.05 FEET; THENCE SOUTH 61 DEGREES 15 MINUTES 56 SECONDS WEST, 125.00 FEET; THENCE SOUTH 10 DEGREES 40 MINUTES 04 SECONDS WEST, 75.00 FEET; THENCE SOUTH 07 DEGREES 35 MINUTES 09 SECONDS WEST, 65.63 FEET; THENCE SOUTH 02 DEGREES 22 MINUTES 35 SECONDS EAST, 63.26 FEET; THENCE SOUTH 11 DEGREES 03 MINUTES 05 SECONDS EAST, 69.61 FEET; THENCE SOUTH 13 DEGREES 23 MINUTES 39 SECONDS EAST, 71.59 FEET; THENCE SOUTH 16 DEGREES 27 MINUTES 25 SECONDS EAST, 71.42 FEET; THENCE SOUTH 19 DEGREES 31 MINUTES 13 SECONDS EAST, 71.42 FEET; THENCE SOUTH 22 DEGREES 02 MINUTES 26 SECONDS EAST, 119.95 FEET; THENCE SOUTH 22 DEGREES 22 MINUTES 43 SECONDS WEST, 105.95 FEET; THENCE SOUTH 47 DEGREES 29 MINUTES 37 SECONDS WEST, 80.19 FEET; THENCE SOUTH 72 DEGREES 36 MINUTES 30 SECONDS WEST, 80.19 FEET; THENCE NORTH 82 DEGREES 16 MINUTES 36

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SECONDS WEST, 30.12 FEET; THENCE NORTH 76 DEGREES 37 MINUTES 09 SECONDS WEST, 99.22 FEET; THENCE SOUTH 75 DEGREES 00 MINUTES 29 SECONDS WEST, 140.88; THENCE ALONG A NON-TANGENTIAL ARC CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 180.00 FEET, A CHORD BEARING SOUTH 65 DEGREES 41 MINUTES 25 SECONDS EAST, A CHORD LENGTH OF 128.89 FEET AND AN ARC LENGTH OF 131.82 FEET; THENCE SOUTH 44 DEGREES 42 MINUTES 40 SECONDS EAST, 116.41 FEET; THENCE SOUTH 45 DEGREES 17 MINUTES 20 SECONDS WEST, 60.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 28 MINUTES 54 SECONDS EAST, 64.47 FEET; THENCE NORTH 89 DEGREES 21 MINUTES 59 SECONDS WEST, 200.00 FEET; THENCE SOUTH 72 DEGREES 29 MINUTES 39 SECONDS WEST, 177.59 FEET; THENCE SOUTH 21 DEGREES 58 MINUTES 32 SECONDS WEST, 379.19 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 21 DEGREES 58 MINUTES 32 SECONDS WEST, 145.17 FEET; THENCE SOUTH 85 DEGREES 09 MINUTES 24 SECONDS WEST, 302.76 FEET; THENCE NORTH 04 DEGREES 50 MINUTES 36 SECONDS WEST, 186.63 FEET; THENCE NORTH 85 DEGREES 09 MINUTES 24 SECONDS EAST, 30.00 FEET; THENCE SOUTH 42 DEGREES 16 MINUTES 08 SECONDS EAST, 87.00 FEET; THENCE NORTH 81 DEGREES 04 MINUTES 47 SECONDS EAST, 50.00 FEET; THENCE NORTH 66 DEGREES 51 MINUTES 43 SECONDS EAST, 160.63 FEET; THENCE SOUTH 68 DEGREES 01 MINUTE 28 SECONDS EAST, 93.00 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

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