

snowmobile, camper, tent, shack or other such vehicle or structure shall be located, erected, or stored on the Property temporarily or permanently, except if areas for such are specifically designated by the Board. No awnings or outside window coverings shall be placed or maintained on any Unit. Nothing in this Article IX shall be deemed to apply to the Developer so long as a sales and/or construction office is maintained on the Property.

9.03 Architectural Control: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Property nor shall any exterior addition to, or change or alteration of the Property or any building thereon be made until the plans or specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to the quality and harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or, if so designated, by an architectural control committee composed of three or more representatives appointed by the Board. In the event that said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications to it, approval will not be required and this paragraph will be deemed to have been fully complied with. Nothing in this paragraph shall be construed as to be applicable to the Developer.

9.04 Signs: No signs of any kind shall be displayed to the

public view on any dwelling or Unit except a family name designation of not more than 240 square inches. The foregoing to the contrary notwithstanding, the Developer may maintain signs on the Property during the period it maintains a sales office, or such permanent signs as Developer shall erect identifying the project.

9.05 Animals: No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Property, except that dogs, cats, or other domesticated household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose. In the event that any pet shall become a nuisance as shall be determined by the Board in its sole discretion, said pet shall be removed upon three days' written notice from the Board.

9.06 Garbage and Rubbish: Garbage and rubbish shall not be dumped or allowed to remain on the Property except in those areas specifically provided, or designated by the Board, and no such storage shall be permitted unless screened from view.

9.07 Laundry Lines: Laundry poles and lines on the outside of any Unit are prohibited.

9.08 Antennae & Utility Lines: No electrical equipment, utility line, radio or television antennae or tower shall be erected on the Property or attached to the exterior of any unit except as allowed by the Board in writing.

9.09 Air-Conditioners: No through-the-wall or through-the-window air conditioners shall be permitted. Any air conditioning shall be of the "central" type and solely in conformity with plans and specifications approved by the Board (and the Developer while a sales office is maintained on the Property).

9.10 Sport Vehicles: The operation of mini-bikes and snowmobiles on the Property is expressly prohibited.

9.11 Drainage and Waterways: No drainage ditch, lake, retention pond, or any other facility designed to carry or hold natural water shall be constructed within the Property, nor shall any such existing facility be altered in any manner, without the express approval of the Board.

9.12 Topography: No grading, cutting, filling, stockpiling or alteration of any grade shall be permitted anywhere within the Property unless specifically approved by the Board.

9.13 Planting: No tree or shrub shall be removed from the Property without the express consent of the Board. No planting of any kind shall be placed on any lot in such manner as to interfere with use of neighboring lots or Common Area, or to present any visual safety hazard.

9.14 Developer: The foregoing restrictions shall not apply to the Developer during the period of marketing or construction of the property.

ARTICLE X

Common Expenses and Assessments

10.01 Common Expenses - Assessments: Each Owner shall pay to the Association, assessments representing his proportionate share of the expenses of maintenance, repair, replacements, administration and operation of the Property. Said expenses hereinabove referred to shall be known as "Common Expenses." Payments of assessments shall be in such amounts and at such times as provided below.

10.02 Annual Assessments:

- (a) Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be Four Dollars (\$4.00) per Unit.
- (b) Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, taxes, services and supplies, relating to maintenance of the Property as set forth herein, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements; and shall on or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Such annual budget shall also take into account any estimated net available cash income for the year from the operation or use of the Common Areas. Such budget shall constitute the annual assessment for the ensuing year and shall be assessed equally to each Owner. On or before January 1 of such year, and every month thereafter, each Owner shall be obligated to pay to the Association one twelfth (1/12) of the annual assessment established pursuant to the paragraph.
- (c) The foregoing notwithstanding, commencing with January 1 of the year following the conveyance of the first Unit to an Owner, the annual assessment may be increased each year by an annual amount equal to the greater of:
- (i) Ten percent (10%) of the previous year's assessment; or
 - (ii) A percentage of the previous year's assessment equal to three percent (3%), plus the percentage increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers" published by the Bureau of Labor Statistics, applicable to Chicago, for the 12 month period ending November 30 of the preceding year.
- Any increase in the annual assessment in excess of the foregoing must be approved by two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for such purpose.
- (d) In addition to the annual assessments authorized

above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments in excess of a total of Five Dollars (\$5.00) per Unit in any assessment year shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

- (e) Written notice of any meeting called for the purpose of taking any action authorized under Section 2(c) or (d) above shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.
- (f) Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on a monthly basis.
- (g) On or before the date of the annual meeting of each calendar year, the Board shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the Estimates provided, and showing the net amount over or under the actual expenditures plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Unit Owner by applying any such excess to expenses and/or reserves for the subsequent year.
- (h) The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditure not included in the annual assessment shall be first charged against such reserves in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then the next regular annual assessment shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate.

- (i) The failure or delay of the Board to prepare or serve the annual budget or the itemized accounting or other documents on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessments as herein provided whenever the same shall be determined. In the absence of any new annual assessment, the Owner shall continue to pay the monthly charge at the then existing monthly rate established for the previous year until the first monthly assessment payment which is due more than thirty (30) days after such new annual assessment shall have been determined.
- (j) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Unit Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.
- (k) No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his Unit. Except as otherwise provided elsewhere herein, the Owner of a Unit on the first day of the month shall personally be liable for the one-twelfth (1/12) of the annual assessment payable in such month; and the Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

10.03. Commencement of Assessments: The obligation for payments of the assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit to an Owner.

Upon the taking of office of the first Board selected pursuant to the terms hereof, such Board shall prepare an estimated budget for the operation and maintenance of the Property for the balance of that calendar year. On January 1 of the subsequent year, such budget shall provide the basis for any assessments due and payable, pursuant to this Article X.

10.04 Failure to Pay Common Expenses: The amount of each assessment shall constitute a lien on the interest of such Owner in his Unit, and upon the recording of notice thereof by the manager or Board of Directors, it shall be a lien upon such Owner's interest in the property prior to any other liens or encumbrances, recorded or not recorded, except only

- (a) taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other State or Federal taxes which by law are a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon, and
(b) encumbrances on the interest of such Unit Owner recorded prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances.

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The lien for Common Expenses shall be in favor of the Association and it shall be for the benefit of all other Owners who may bring any action authorized under this Declaration, By-Laws or otherwise in law or equity. Where the Owner's interest is sold at a public or private sale pursuant to this Declaration or the By-Laws because of the failure to pay the Common Expenses, the Board of Directors and their successors in office, acting in behalf of the other Unit Owners, shall have the power to bid in the interest so foreclosed and to acquire and hold, lease, mortgage or convey same.

10.05 Exempt Property: All property dedicated to and accepted by any governmental authority, and all properties owned by any charitable, educational, religious or other non-profit organization exempt from taxation under the laws of the State of Illinois, shall be exempt from all assessments hereunder; if such property shall not be used as a dwelling.

ARTICLE XI

Remedies

11.01. Remedies - Generally: In the event of any default of violation by any Owner, his agent, invitee, occupant, guest, lessee, or family, under the provisions of the Declaration, By-Laws, or rules or regulations of the Board, the Board or its agents shall have all of the rights and remedies which may be provided for in the Declaration, By-Laws or said rules and regulations, or which may be available in law or in equity, and may take any action or proceeding against such defaulting Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Owner, or for such damages or injunction for specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as hereinafter in this Article provided, or for any combination of remedies or for any other relief. In addition to all other remedies, the Board shall have the right to suspend a defaulting owner from exercising voting and other rights of Association members, upon 30 days prior written notice to such Owner, if the default is not remedied in such time. Nothing herein shall prohibit any Owner from seeking damages or injunctive relief from or against another Owner for injury or damage arising from the failure to comply with the terms of this Declaration.

11.02. Default in Payment of Assessment: Proceedings may be instituted by either the Board of Directors of the Association, the Developer, or by any Owner or group of Owners of any Unit to enforce the collection of assessments, both annual and special.

provided for in this Declaration. Any such proceeding shall be brought in the name of the Association and the Association shall be deemed to be acting for and on behalf of all parties in interest. The Association in addition to an action for the collection of assessments and foreclosure of the lien, shall have the right to institute proceedings for possession of the defaulting Unit pursuant to the Illinois Forcible Entry and Detainer Act, and the Board or its agents shall have each and all of the remedies provided for in the Declaration, By-Laws, or at law or equity.

11.03 Expenses of Default: All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees, and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eight percent (8%) per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed to be a part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses; upon the Unit of such defaulting Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property. In the event of any such default by any Owner, the Board and the manager or managing agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Any and all rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise by the Board.

ARTICLE XII

General Provisions

12.01 Leasing of Units: Any Owner may lease his Unit, provided that

- (a) Any such lease shall be in writing, and shall not include any "hotel" services by the lessor.
- (b) Such lease shall provide that the lessor and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee.
- (c) The Owner shall remain bound by all obligations set forth in this Declaration.

12.02 Separate Real Estate Taxes: Real estate taxes on the Property are to be separately billed to each Owner for his Unit, except for the Common Area owned by the Association.

In the event that for any year such taxes are not separately billed to each Owner, but are taxed on the Property, or portions of the Property collectively, then each Owner shall pay his proportionate share thereof, in accordance with an equitable formula as established by the Board.

Upon authorization by an affirmative vote of not less than two thirds (2/3) of the Owners at a meeting duly called for that purpose; the Board of Directors, acting on behalf of all Owners, shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges (including those on individual Units), and to charge and collect all expenses incurred in connection therewith as Common Expenses.

12.03 Utilities: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility companies. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

12.04 Notices: Notices provided for in this Declaration or the By-Laws shall be in writing and shall be addressed to the Association at such address as may be or, from time to time designated by the President of the Board. The Board of Directors may designate such address for notices to the Association and to Unit Owner at his Unit address, but any Unit Owner may also designate a different address at which he is to be notified. Further, any mortgagee may from time to time designate an address to which notices required hereunder shall be directed. Any notices required pursuant to the provisions of this Declaration shall be deemed to have been properly served when mailed, postage prepaid, certified mail or registered mail, return receipt requested, to the last known address of the Addressee, or when delivered in person with written acknowledgement of the receipt thereof.

12.05 Severability and the Rule Against Perpetuities: If any provision of this Declaration or the By-Laws shall be held invalid it shall not affect the validity of the remainder of the Declaration or the By-Laws. If any provisions of the Declaration or By-Laws, is deemed to violate the rule against perpetuities or any other rule, statute or law imposing time limitations, then such provisions shall be deemed to remain in effect until the death of the last survivor of the now living descendants of Richard J. Daley, Mayor of Chicago, plus twenty-one (21) years thereafter.

12.06 Failure to Enforce Provisions: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

12.07 Land Trusts: In the event title to a Unit is held by a land trust under which all powers of management, operation and

control remain vested in the trust beneficiary or beneficiaries then the trust estate under said trust and the beneficiaries thereunder from time to time shall be liable for payment of any obligation, lien or indebtedness created under this Declaration against the Unit. No claim shall be made against any such titleholder trustee personally for any claim or obligation created hereunder and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest or in the title to such real estate.

12.08 Captions: The articles and paragraph captions are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

12.09 Initial Operation: Until such time as the Board provided for in this Declaration is formed, the Declarant shall exercise any and all of the powers and functions of the Association and the Board.

12.10 Summerlakes Homeowner's Association: Each Unit Owner shall automatically be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions for Summerlakes Homeowner's Association.

12.11 Developer-Declarant: As used within the context of this Declaration, the terms "Declarant" and "Developer" shall be deemed to be interchangeable with respect to the rights and remedies reserved thereto. In other words, the Developer may exercise all rights reserved to Declarant, and Declarant may exercise all rights reserved to Developer.

ARTICLE XIII

Rights of First Mortgage Holders

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a first mortgage lien of record on any Unit which is subject to the terms hereof.

13.01. Notice: The Association shall, if so requested by any first mortgagee of record of a Unit, give written notification as follows:

- (a) Notice of any default of the Owner of the Unit which is the subject of such mortgage if such default is not cured within 30 days after its occurrence;
- (b) Five (5) days prior written notice of any annual or special meetings of the Association. The mortgagee may designate a representative to attend any such meeting.
- (c) Notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the property, the assessments or collection thereof, or any other matter affecting the property as governed by the terms of this Declaration. Such notice shall be given at least ten (10) days prior to the submission of same for approval by the members of the Association.
- (d) Timely notice of substantial damage or destruction of any Unit or any portion of the Common Areas.
- (e) Notice of any condemnation or eminent domain proceeding affecting any portion of the Common Areas.
- (f) The request by a mortgagee for any or all of the above notices may be submitted to the Association via the Board of Directors and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the property is terminated; whichever shall be first in time.

13.02. Claims for Assessments: Any first mortgagee of record

who takes title to a Lot or comes into possession of a Unit pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assignments or charges which may have

accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a pro-rata share of such assessments and charges if the Board shall elect to reallocate same among all the Units.

13.03 Sale of Common Area: The Association shall not, by act or omission, seek to abandon, portion, subdivide, encumber, sell or transfer any of the real estate or improvements thereon, owned by it, directly or indirectly, without the express written consent of the mortgagees representing at least 75% of the first mortgages recorded against those Units which are subject to the terms of this Declaration. Grants of easements for utilities and other public purposes shall not be considered a sale or encumbrance for purposes of this Section 13.03.

13.04 Books and Records: Any first mortgagee of record of a Unit shall have the right, upon 24 hours notice, to examine any and all books and records of the Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual audited financial statements within ten (10) days from the date of such request or the date of preparation of such statement, as the case may be.

13.05 Priority as to Proceeds: Nothing in this Declaration, By-Laws or Articles of Incorporation of the Association shall be construed to in such manner as will entitle any Owner or other party priority over an institutional first mortgage lien holder of record (or the holder of an equivalent security interest) with respect to (i) any insurance proceeds distributable to a Unit of damage or destruction; or (ii) any distribution to a Unit of any award or proceeds of a condemnation or eminent domain proceeding or settlement.

ARTICLE XIV

Amendments to Declaration

14.01 Approval of Amendments: Except as provided below, provisions of this Declaration may be amended by an instrument in writing setting forth the amendments and executed by the Owners representing not less than seventy-five percent (75%) of the outstanding membership votes entitled to be cast. If said Declaration is so modified by the Association, a notice of said modification shall be given to all first mortgage lien holders of record by certified mail, return receipt requested. Said notice shall contain a complete text of any such modification or amendment.

14.02 Approval of Mortgagees: Notwithstanding the provisions of Section 14.01, no amendment of Article V, Article VI, Article VIII, Article X, Article XII, Article XV and this Article XIV shall be effective without the express written consent of the holders of seventy-five percent (75%) of the first mortgage liens recorded against the Units which are subject to this Declaration.

14.03 Restriction on Alienation: Notwithstanding anything contained herein to the contrary, no amendment to the Declaration, Articles of Incorporation or By-Laws, shall be effective if such shall seek to vest a right of first refusal as to sale or lease of a Unit, or any similar restriction in favor of the Association, other owners or related entities.

14.04 Termination of Restrictions: Except as specifically provided below, in Article XV, no action by the Association or Owners, whether by amendment or otherwise, shall be effective to remove the Property (once subjected by recording to the terms hereof) from the terms and conditions of this Declaration, without the express written consent of seventy-five percent (75%) of the institutional holders of the first mortgage liens recorded against the Units.

~~14.05 Rights of Developer:~~ The foregoing notwithstanding, no amendment which shall adversely affect the rights of the Developer (including, but not limited to, the right to maintain sales facilities, signs and access for construction storage set forth in this Declaration) shall be effective without the Developer's express written consent thereto.

~~14.06 Validity of Amendments:~~ No amendments approved pursuant to this Article XIV shall become valid until a true and correct copy of same, attested by the Secretary of the Association, shall then have been placed of record.

ARTICLE XV

FHA and VA

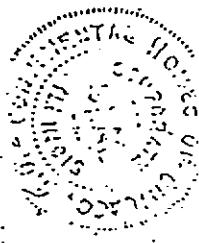
~~15.01 Submission for Approval:~~ Declarant contemplates the submission of the subject Property to the Federal Housing Administration and Veterans Administration for approval of the development plan in order to market and sell the Units pursuant to certain governmental mortgage insurance and purchase programs administered by said Administrations. If the Declarant does so submit the property, and if Units are sold by the Declarant pursuant to any such program, then, notwithstanding anything herein to the contrary, the following Sections shall constitute binding provisions of this Declaration.

~~15.02 Inclusion of Additional Property:~~ Notwithstanding the provisions of Article II, no additional Units or Lots may be added or subjected to the terms of this Declaration unless the FHA and VA first determine that such annexation is compatible with the general plan previously approved by them.

15.03 So long as there shall be a Class B Membership as provided herein, the following actions will require the prior approval (in addition to other approvals as may be required elsewhere herein) of the FHA or VA:

- (a) Dedication or other alienation of the Common Area.
- (b) Any amendment to this Declaration.

IN WITNESS WHEREOF, the Declarant has affixed its hand and seal this 28th day of January, 1975.



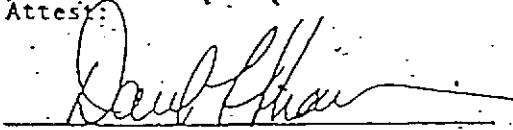
CONTINENTAL HOMES OF CHICAGO, INC.

BY

A handwritten signature over a horizontal line.

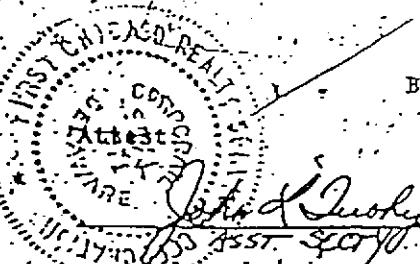
LOG# 4507
RBL

Attest:

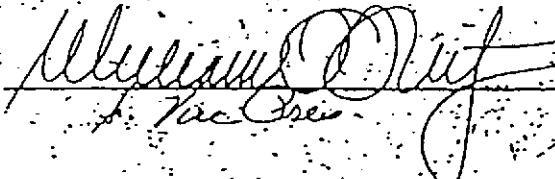


The undersigned, being the mortgagee of record of the property described on Exhibits A and B attached hereto, pursuant to Document No. R 74-33989 recorded on July 8, 1974 in the Office of the Recorder of Deeds, DuPage County, Illinois, hereby consents to the terms and recordation of the foregoing Declaration.

FIRST CHICAGO REALTY SERVICES CORP.



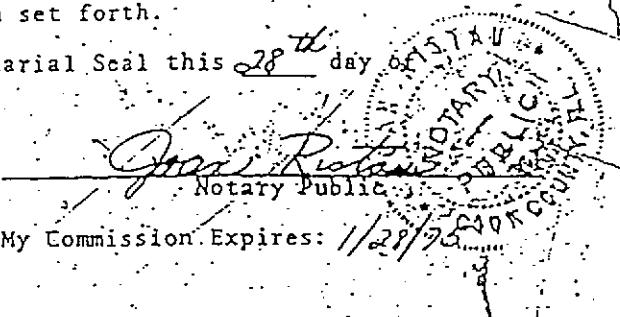
BY



STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, Joan Ristau, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Royal R. Faubion, personally known to me to be the President of CONTINENTAL HOMES OF CHICAGO, INC., an Illinois Corporation, and David L. Shaw, personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Asst. Secretary, they signed and delivered said instrument as the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

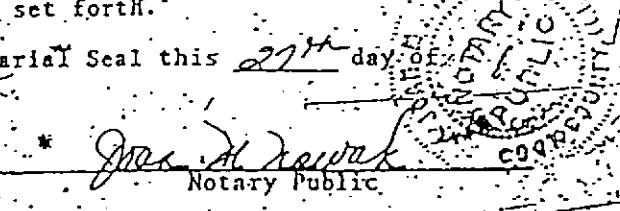
GIVEN under my hand and Notarial Seal this 28th day of
January, 1976.



STATE OF ILLINOIS)
COUNTY OF COOK). SS.

I, Joan M. Newark, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Felicia F. Szel, personally known to me to be the President of First Chicago Realty Services Corp., an Illinois Corporation, and Jean L. Tully, Asst. Sec., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Asst. Sec., they signed and delivered said instrument as the President and Asst. Sec. Secretary of said corporation, and caused the corporate seal to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of
January, 1976.



My Commission Expires: 1/30/76

EXHIBIT A

Initial Development Area:

Lots 45 through 60, both inclusive, in Hurlingham Unit One, being a Subdivision of parts of Section 27, 28 and 34, all in Township 39 North, Range 9, East of the Third Principal Meridian, in DuPage County, Illinois.

also:

Lots 104 through 137, both inclusive, and Outlot 3; in Hurlingham Unit Two; being a Subdivision of parts of the S.W. 1/4 of Section 27, and the S.E. 1/4 of Section 28, both in Township 39 North, Range 9, East of the Third Principal Meridian, in DuPage County, Illinois.

also:

Lots 186 through 202, both inclusive, Lots 206 through 210, both inclusive, and Outlot 4, in Hurlingham Unit Three, being a Subdivision of the E. 1/2 of Section 28, Township 39 North, Range 9, East of the Third Principal Meridian, in DuPage County, Illinois.

EXHIBIT B

Additional Property:

Those parts of Sections 27, 28, 33 & 34, all in Township 39 North, Range 9; East of the Third Principal Meridian described as follows:

Beginning at the Northeast corner of Lot 9 of Robert Bartlett's Creek Acres being a subdivision in the East 1/2 of Section 33 and in the West 1/2 of Section 34, Township 39 North, Range 9, East of the Third Principal Meridian, as per plat thereof recorded October 23, 1943, as Document No. 454584; Thence S. 87° 26' W., along the North line of Bartlett's Creek Acres, aforesaid a distance of 1457.10 feet (1458.30 ft. recorded) to the Northwest corner of Lot 1 in said subdivision; Thence N. 9° 52' 30" E., a distance of 1286.70 feet; Thence S. 89° 42' 00" W., a distance of 356.23 feet to the Easterly line of Elgin-Joliet and Eastern R.R. Co. R.O.W.; Thence N. 10° 50' 00" E., along said Easterly line, a distance of 4070.02 feet; Thence S. 88° 04' 00" E., a distance of 1079.62 feet to the NE corner of Lot 13 in Commissioners Partition Plat of the Israel Mather Estate, as recorded in Circuit Court Chancery of Du Page County, Illinois, March 14, 1867 in Book 5, Page 214, Thence S. 10° 42' 00" W., along the East line of said Lot 13, a distance of 348.04 feet (348.50 feet recorded) to the Southwest corner of Lot 3 in Unger Farm Assessment Plat; recorded November 16, 1943 as Doc. No. 455882, being also the Northwest corner of Lot 10 in said Commissioners Partition Plat of the Israel Mather Estate; Thence N. 88° 03' 30" E., along the North line of said Lot 10, being also the South line of Lot 3 in Unger Farm Assessment Plat aforesaid a distance of 1578.52 feet (1578.50 feet recorded) to the centerline of Illinois Rte. 59 as laid out and dedicated for Public Highway per Doc. No. R71-24124; Thence S. 7° 07' 00" E., along aforesaid center-line, a distance of 456.85 feet, to the North line of Robert Bartlett's Riverside, being a subdivision of part of Lot 15 of the Commissioner's Partition Plat of the Israel Mather Estate, Record 5, Page 214, Circuit Court, in Sections 27 and 28, Township 39 North, Range 9, East of the Third Principal Meridian, as per plat thereof recorded April 26, 1948 as Doc. No. 543778; Thence S. 87° 39' 30" W., along said North line a distance of 945.08 feet (945.24 feet recorded) to the Northwest corner of said subdivision; Thence S. 10° 16' 54" E., along the West line of said Robert Bartlett's Riverside, a distance of 2193.16 feet (33.14 Chains Recorded) to the centerline of Batavia Road (S.A. Rte. 32), as dedicated for Public Street per Doc. No. 679449 recorded April 15, 1953; Thence S. 68° 03' 00" E., along said center line, a distance of 880.99 feet to the Northwest corner of Pattermann's 2nd Assessment Plat, recorded March 19, 1958, as Document No. 873881; Thence S. 0° 15' 30" W., along the Westerly line of said Pattermann's 2nd Assessment Plat, a distance of 780.56 feet (780.64 feet recorded) to the Southwest corner thereof, being on the North line of Lot 1 in John T. Kuhn's Assessment Plat, as per plat thereof recorded August 17, 1966 as Doc. No. R66-32478; Thence N. 82° 54' 40" W., along said North line, a distance of 271.56 feet.

(Cont'd.)

EXHIBIT B (cont'd)

to the Northwest corner thereof; Thence S. $05^{\circ} 52' 00''$ W., along The West line of said Lot 1, a distance of 304.95 feet, (305.00 feet recorded) to the Southwest corner of said Lot 1; Thence S. $82^{\circ} 54' 40''$ E., along the South line of said Lot 1, a distance of 712.40 feet to the centerline of Illinois, Rte. 59, as laid out and dedicated for Public Highway per Doc. No. R71-24124; Thence Southerly along the centerline aforesaid, being an arc of a circle, convex to the East, having a radius of 3819.74 feet, the chord thereof having a bearing S. $9^{\circ} 39' 34''$ W., and a length of 200.94 feet an arc distance of 200.96 feet to a point of tangency; Thence S. $11^{\circ} 10' 00''$ W., and continuing along said centerline, a distance of 2053.84 feet to the North line extended East of Lot 34 of Robert Bartlett's Green Acres subdivision; Thence N. $83^{\circ} 30' 00''$ W., along a North line of said subdivision, a distance of 1309.175 feet (1310.49 feet recorded) to an angle in said North line; Thence N. $87^{\circ} 43' 00''$ W., and continuing along said North line, a distance of 49.50 feet to an Easterly line of said subdivision; Thence N. $9^{\circ} 33' 30''$ E., along said Easterly line, a distance of 1295.40 feet (1295.58 feet recorded) to the Place of Beginning; Containing .310 2522 acres, more or less.

Also:

That part of the East half of 100 foot right-of-way of Illinois Route 59, as laid out and recorded by Document No. R71-24124, bounded in the North by the North line extended East of Lot 10 in Commissioner's Partition Plat of the Israel Mather Estate (as recorded in Circuit Court Chancery of Du Page County, Illinois, in Book 5, page 214), being also the South line extended East of Lot 3 in Unger Farm Assessment Plat, recorded November 16, 1943 as Document No. 455882, and bounded in the South by the South line extended East of Lot 10 aforesaid, being also the North line of Robert Bartlett's Riverside, being a Subdivision of part of Lot 15 of the Commissioner's Partition Plat of the Israel Mather Estate, Record 5, page 214, Circuit Court, in Sections 27 and 28, Township 39 North, Range 9, East of the Third Principal Meridian, as per Plat thereof recorded April 26, 1948 as Document No. 543778; containing 0.5242 acres, more or less.

Also

Branch Avenue, as dedicated for public street in Robert Bartlett's Riverside, being a Subdivision of part of Lot 15 of the Commissioner's Partition Plat of the Israel Mather Estate, Record 5, page 214, Circuit Court, in Sections 27 and 28, Township 39 North, Range 9, East of the Third Principal Meridian, as per Plat thereof recorded April 26, 1948 as Document No. 543778; and also,

That part of 100 foot right-of-way of Illinois Route 59, as laid out and recorded by Document No. R71-24124, lying North of the South line extended East of Branch Avenue aforesaid and South of the North line of Robert Bartlett's Riverside aforesaid, containing 0.7553 acre, more or less.