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Will County Recorder Page 1 of 41



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AMENDED AND RESTATED DECLARATION FOR SILVER LEAF

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AMENDED AND RESTATED DECLARATION FOR SILVER LEAF

This Amended and Restated Declaration is made and entered into by First National Bank of Illinois, as Trustee under a Trust Agreement dated February 15, 1998, and known as Trust Number 5076 ("Declarant").

R E C I T A L S

Declarant recorded that certain Declaration of Covenants, Conditions, Easements and Restrictions for Silver Leaf Subdivision ("Original Declaration") which was recorded in Will County, Illinois as Document No. R2003248782 on October 3, 2003. The Declaration was recorded with respect to the real estate which is legally described in Exhibit A hereto.

Pursuant to Section 12.4 of the Original Declaration, the Original Declaration, with the exception of certain sections of the Original Declaration which are listed in Section 12.4, may be amended with the consent of 51% of the total votes of the members. Declarant holds title to 201 of the Dwelling Units which are subject to the Original Declaration, representing 89 % of the total votes of the members. Declarant desires to amend and restate the Original Declaration. Accordingly, the Original Declaration is hereby superceded, amended and restated to be and read, in its entirety, as follows:

ARTICLE ONE

Definitions

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

1.01 ASSESSMENT POINTS: Each Dwelling Unit shall have assigned to it "Assessment Points" depending upon whether the Dwelling Unit is a Home, or a Townhome. Assessment Points shall be as follows:

<u>Type of Dwelling Unit</u>	<u>Assessment Points</u>
Home	10
Townhome	4

1.02 ASSOCIATION: The Silver Leaf Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

1.03 BOARD: The board of directors of the 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 Association.

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

1.06 COMMUNITY AREA: Those portions of the Premises which are described and designated as "Community Area" in Part III of Exhibit B hereto, together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area shall generally include detention areas and open space within the Development, together with improvements thereon.

1.07 COMMUNITY ASSESSMENT: The amounts which the 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 EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements (including fencing and monument signage, if any) on the Community Area; the cost of insurance for the Community Area; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area; if not separately metered or charged to the Owners, the cost of garbage removal from the Premises and the cost of necessary utility services to the Premises; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners

1.09 COUNTY: Will 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 Declaration.

1.10 DECLARANT: First National Bank of Illinois, as Trustee under a Trust Agreement dated February 15, 1998, and known as Trust Number 5076, its successors and assigns.

1.11 DECLARATION OR AMENDED AND RESTATED DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.12 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 portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this 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.

1.13 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 subdivided lot which is improved

with a Home, or a subdivided lot (or a portion of a subdivided lot) which is improved with a Townhome.

1.14 EASEMENT AREA: That portion or those portions of the Development Area which is legally described and designated on Exhibit B as "Easement Area".

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

1.16 HOME: A single family detached home which is constructed on a Home Lot.

1.17 HOME LOT: A subdivided lot which is improved with a Home and which is legally described and designated as a "Home Lot" in Part I of Exhibit B hereto.

1.18 MUNICIPALITY: The City of Joliet, 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 Declaration.

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

1.20 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including 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.

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

1.22 PREMISES: The real estate which is legally described in Exhibit B hereto, as amended or supplemented from time to time, with all improvements thereon and rights appurtenant thereto.

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

1.24 RESIDENT: An individual who resides in a Home or Townhome.

1.25 TOWNHOME: A residential unit which is constructed on a Townhome Lot.

1.26 TOWNHOME LOT: A subdivided lot (or a portion of a subdivided Lot) which is improved with a Townhome and which is legally described and designated as a "Townhome Lot" in Part I of Exhibit B hereto.

1.27 TURNOVER DATE: The date on which the rights of the Declarant to designate the members of the Board are terminated under Section 9.04.

1.28 VOTING MEMBER: The 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 Declaration

2.01 PROPERTY SUBJECT TO DECLARATION: The Premises are subject to the provisions of this Declaration. Declarant reserves the right to add additional real estate to the terms of this Declaration as more fully provided in Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this 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 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 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 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 then subject to the Declaration.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant to a bona fide purchaser for value, 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, if any, 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 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 of furnishing any maintenance, repairs or replacements required or permitted to be furnished by the Association hereunder.

2.06 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 Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, including the right of the Association to come upon a Dwelling Unit to furnish services hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the 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.

2.08 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 Association from time to time.

2.09 UTILITY EASEMENTS:

(a) 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.

(b) The Association shall have the right to dedicate or transfer all or any part of the Community Area or any utility system located thereon to any public agency, authority or utility for any purpose and subject to the conditions agreed to by the Association; provided, however, that no such dedication or transfer shall be effective unless an instrument agreeing to the dedication or transfer, executed by two-thirds (2/3) of the members of the Board, has been recorded, and the approval of the First Mortgagees has been obtained.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The 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. The 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. 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 Association and duly Recorded.

2.11 DRAINAGE EASEMENT: Anything in this Declaration or the By-Laws to the contrary notwithstanding:

(a) Except as permitted under Article Nine, no advertising of any kind shall be permitted on or within the Easement Area.

(b) The general topography of the Easement Area (excluding portions thereof which are owned by the Municipality) shall be maintained in its present condition and no excavation or topographic changes shall be made without the written approval of the Board; provided, however, that underground utilities may be installed to serve the Premises (including the Easement Area) provided that the topography and the area utilized for the installation of the underground utilities are restored to their original condition.

(c) Ingress and egress across the Easement Area by vehicular means, including, but not limited to, automobiles, trucks, snowmobiles, motorized bicycles, scooters and motorcycles shall be prohibited, except to the extent necessary to install, repair, maintain and replace underground utilities.

(d) No dumping or placing of trash, waste, soil or other substances or materials on the Easement Area is permitted.

(e) No activities shall be permitted on the Easement Area that adversely affect the Premises with respect to drainage, flood control, water conservation, erosion control or soil conservation.

2.12 ENCROACHMENTS: In the event that (i) by reason of settlement, shifting or movement of an improvement to a Dwelling Unit any improvement which is intended to service and/or be part of the Dwelling Unit shall encroach upon any portion of any other Dwelling Unit or upon the Community Area or any improvement to the Community Area shall encroach upon any part of a Dwelling Unit, or (ii) by reason of settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy a portion of the Community Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use and enjoyment of the Community Area by other Owners, or (iii) by reason of settlement, shifting or movement of utility, ventilation and exhaust systems, as originally constructed by Declarant, any mains, pipes, ducts or conduits which service a Dwelling Unit or more than one Dwelling Unit, encroach upon any portion of any other Dwelling Unit or upon the Community Area, then, there shall be deemed to be an easement in favor of and appurtenant to the encroaching improvement for the continuance, maintenance, repair and replacement thereof so long as the improvement shall remain standing; provided, however, that if the encroaching improvement is partially or totally destroyed and thereafter repaired or reconstructed, the encroachment may be reestablished and the easements granted herein for the maintenance, repair and replacement thereof shall continue in force; and provided further that, in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent.

2.13 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any Dwelling Unit for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.14 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this 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.

2.15 OWNERSHIP OF COMMUNITY AREA: The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date, provided, that if Community Area is made subject hereto after the Turnover Date, it shall be conveyed to the Association no later than ninety (90) days after such portion is made subject hereto..

2.16 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the 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 Declaration, and the Association shall be responsible for the balance of the tax bill.

ARTICLE THREE Community Area/Association Maintenance

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE, REPAIR AND REPLACEMENT BY ASSOCIATION: The following maintenance, repairs and replacements shall be furnished by the Association:

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

(b) maintenance, repair and replacement of detention areas on the Community Area;

(c) maintenance, repair and replacement of improvements located on the Community Area, including, but not limited to, fencing and monument signage, if any;

The cost of any maintenance, repairs and replacement furnished by the Association pursuant to this Section shall be Community Expenses.

3.03 MAINTENANCE BY OWNER:

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

(b) If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Home 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 Home Lots in

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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 THE COMMUNITY AREA: No alterations, additions or improvements shall be made to the Community Area without the prior approval of the Board. The Association may cause alterations, additions or improvements to be made to Community Area, 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 four (4) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO HOME LOTS: No additions, alterations or improvements, including, without limitation, (i) fences, (ii) changes in the exterior color of a Home, (iii) installation of awnings, antenna, mailbox or satellite dish, (iii) changes or additions to patio or deck, (iv) installation of a swimming pool, outbuilding, gazebo or shed, or (v) other similar improvements, shall be made to any Home Lot or any part of the Home which is visible from outside the 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 ordinances of the Municipality. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Home 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 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 Home Lot to its original condition, all at the Owner's expense;

(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; or

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

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 Association. If the cost for any such utility is metered and charged to individual Homes rather than being separately metered and charged to the 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 of a Home is being charged disproportionately for costs allocable to the Community Area, then the 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 and the amount thereof shall be Community Expenses 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 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 Association.

ARTICLE FOUR Insurance/Condemnation

4.01 COMMUNITY AREA INSURANCE:

(a) The 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 Association (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The 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 workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the 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 and adjacent dedicated rights of way or detention areas. 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 Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the 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 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 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 Declaration. Any acquisition by the 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 Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE

The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a not-for-profit corporation under Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area. The Association shall be responsible for the maintenance, repair and replacement of the Community Area.

5.02 MEMBERSHIP: Each Owner shall be a member of the 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 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 9.04, voting rights of the members of the 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 9.04, 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 Association shall be vested exclusively in the Declarant and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have a vote equal to the number of Assessment Points assigned to the Dwelling Unit. 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 an affirmative vote of a majority 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 Association shall be personally liable to the Owners or the 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 Association shall indemnify and hold harmless the Declarant, Declarant and each of the directors and officers, his heirs, executors or administrators, against all contractual and other liabilities to the Owners, the Association or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the 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 DISSOLUTION. Although it is currently anticipated that the Association will maintain the Community Area, it is possible that a governmental agency may accept responsibility for such maintenance. If that occurs and the Association has no maintenance responsibilities, then at the option of the Declarant (which may be exercised at any time prior to the Turnover Date) or at the option of the members of the Association (which may be exercised

by action of the members after the Turnover Date), the Association shall be dissolved and liquidated and thereafter the provisions of this Declaration which deal with the powers and duties of the Association shall be null and void and of no further force and effect. Any distribution of assets of the Association shall be made to the Owners of Dwelling Units in the same proportions as assessments are then payable hereunder.

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

5.09 ATTENDANCE AT BOARD MEETINGS BY OWNERS: 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 use of assessments levied by the Association shall be limited to the purposes of (i) maintaining the Community Area, (ii) administering the affairs of the Association, (iii) paying the Community Expenses, and (iv) accumulating reserves for any such expenses. For purposes hereof, a Dwelling Unit owned by Declarant shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued with respect to a Dwelling Unit constructed thereon.

6.02 COMMUNITY 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 including, without limitation, amounts to maintain the Capital Reserve;
- (c) The estimated net available cash receipts from the operation and use of the Community Area, plus the estimated excess funds, if any, from the current year's assessments;
- (d) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above;

(e) That portion of the Community Assessment which shall be payable with respect to the ensuing calendar year by the Owner of each Dwelling Unit which is subject to assessment hereunder, which shall be equal to the Community Assessment multiplied by a fraction, the numerator of which shall be the Assessment Points assigned to the Dwelling Unit in question and the denominator of which shall be the total number of Assessment Points assigned to all Dwelling Units then subject to assessment hereunder. The Community Assessment shall be paid in periodic installments as determined by the Board from time to time, but no less frequently than once each calendar year.

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period between the date of the Recording of this Amended and Restated Declaration to the Turnover Date. Any annual budget prepared by the Board after the Recording of this Amended and Restated Declaration and prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's then current plan for the Development ("Current Development Plan") and (ii) all proposed Dwelling Units have been sold and are occupied. The Current Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, each Owner (other than the Declarant) shall pay as the Owner's share of the annual Community Assessment an amount equal to the budgeted Community Expenses for such year divided by the number of proposed Dwelling Units on the then Current Development Plan so that each Owner (other than Declarant) will pay, with respect to each Dwelling Unit owned, an annual Community Assessment equal to what such Owner would be paying with respect to the Owner's Dwelling Unit if the Development were fully constructed pursuant to the Current Development Plan and all proposed Dwelling Units have been built and are occupied. Each Owner shall pay such assessment at such times as determined by the Board, but not less frequently than once each year. The Declarant shall not be obligated to pay any Community Assessments to the Association after the Recording of this Amended and Restated Declaration and prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Amended and Restated Declaration and ending on the Turnover Date, the amount of Community Assessments and working capital contributions under Section 6.07 payable by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association pursuant to terms agreed upon between the Declarant. From time to time prior to the Turnover Date, the Declarant shall deposit with the Association amounts which reasonably approximate Declarant's obligation hereunder as estimated by the Declarant. A final accounting and settlement of the amount, if any, owed by Declarant to the Association or by the Association to the Declarant, as the case may be, shall be made as soon as practicable after the Turnover Date.

6.03 PAYMENT OF COMMUNITY ASSESSMENT: Each Owner of a Dwelling Unit which is subject to assessment shall pay to the 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(e) or Section 6.08, as applicable, at such times as the Board shall determine from time to time. For purposes hereof, a Dwelling Unit shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued by the Municipality with respect to the Dwelling Unit constructed thereon.

6.04 REVISED ASSESSMENT: If the Community Assessment 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(e) 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: After the Turnover Date 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 Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all Dwelling Units using the procedure provided in Section 6.02(e). 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 Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area (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 and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Community Area and the purchase of other property to be used by the 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 Areas shall be held by the 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 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 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 Areas. 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 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 CAPITAL CONTRIBUTION: This Section shall apply to closing occurring after the Recording of this Amended and Restated Declaration. Upon the closing of the first sale of a Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to one-half (1/2) the annual Community Assessment at the rate which shall become effective with respect to the Dwelling Unit as of the closing. Said amount shall be held and used by the Association for its working capital needs. In addition, the purchasing Owner shall pay to the Association one hundred dollars (\$100.00), which amount shall be added to the Capital Reserve.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the 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 Association, all as more fully set forth in Article Seven.

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 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 Association.

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

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the 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 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 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 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 Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the 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 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this 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.

ARTICLE EIGHT

Use Restrictions

8.01 RESIDENTIAL USE: Each Home Lot shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Home Lot or any portion thereof, nor shall any Resident's use of a Home Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting an in-home business not prohibited by applicable laws, ordinances or regulations.

8.02 OUTBUILDINGS:

(a) No outbuilding, shed, storage shed, animal house, swimming pool, jacuzzi, fence, greenhouse, play set or other temporary or permanent structure shall be constructed on any Home Lot, except as permitted pursuant to Section 3.05 and Section 8.11, if applicable.

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

8.03 SIGNS: Except as otherwise provided in Article Nine, 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 Home Lot or the Community Area.

8.04 PETS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Community Area. The Board may from time to time adopt rules and regulations governing (a) the keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) the use of the Community Area by pets.

8.05 TRASH: All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring 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 Home Lot.

8.06 NUISANCE: 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 Home.

8.07 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.

8.08 PARKING: Parking areas and driveways shall be used for parking operable automobiles only and no part of any 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 8.06. Passenger motor vehicles in non-operative condition shall not be parked, except in garages.

8.09 ANTENNA/SATELLITE DISHES: Subject to applicable federal, state or local laws, ordinances or regulations, the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than a simple mast antenna or a satellite dish of less than one (1) meter in diameter which is not visible from the front of the Home) shall not be allowed on the Premises.

8.10 LANDSCAPE MAINTENANCE: Each Owner shall regularly mow and trim all areas of his Home Lot covered with ground cover and shall keep all areas of his Home Lot designed or intended for the property drainage or detention of water, including swale lines and ditches, unobstructed and shall mow and maintain such areas regularly so as to keep such areas in good and functional condition.

8.11 FENCES: A Home Lot may be improved with a fence on that portion of the Home Lot which is between the rear Home Lot line and the back of the Home provided that the fence at all times conforms to the following specifications:

(a) Western Red Cedar, board on board (shadow box) fence;

(b) Except as provided below, height to comply with municipal codes and if not so specified in the municipal codes, height shall be 5';

(c) 1 x 6 boards, spaces edge-to-edge and back-to-back to comply with percent open and closed per municipal ordinance;

(d) 4 x 4 posts with wood (cedar) cap, set 42" into ground and 8 feet +/- on center, with concrete footings;

(e) 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

(f) 1 x 4 top cap, centered on posts.

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

A fence which is installed on a corner Home Lot shall conform to the specification set forth above, except that the portion or portions of the fence fronting a street shall be constructed no closer than the building set back line and shall not exceed 4' in height.

A fence which is installed on a Home Lot which is adjacent to a street, park, pond or detention area shall conform to the specifications set forth above, except that the fence not exceed 4' in height.

ARTICLE NINE

Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this 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 from and after such time as the Declarant is no longer vested with or controls title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant 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 may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, 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 may deem advisable and to use such model homes (including model homes which are sold and leased back to the Declarant), 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 any of their respective affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant and its 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 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.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant and its respective agents and contractors, shall have the right, at the Declarant'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 which the Declarant 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. In connection with the rights provided in the preceding sentence, the Declarant and their respective agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 DECLARANT CONTROL OF 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 Association of Declarant's election to terminate such rights, or (iii) seven (7) 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.

9.05 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 Declaration.

9.06 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant 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 hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.07 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the County, the Municipality or any municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of cable TV,

electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit.

ARTICLE TEN Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, 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 Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate, or (vi) to amend Exhibit B to reflect the subdivision of "Unsubdivided Property" as set forth in Exhibit B. 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 five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this 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 10.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees, (ii) Article Nine or any other provisions relating to the rights of Declarant may be amended only with the written consent of the Declarant, (iii) no amendment to the Declaration which changes the ratio of assessments against Owners shall become effective without the consent of all Mortgagees, (iv) the provisions of Sections 2.02, 2.05, 2.06, 2.09, 2.11, 2.12 and 7.01 may be amended only with the written consent of all of the Owners, and (v) the provisions of Sections 2.02 and 2.11 may only be amended with the written consent of the Municipality. No amendment which removes Premises from the provisions of this 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. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN
Mortgagees Rights

11.01 NOTICE TO MORTGAGEES: Upon the specific, written request of Mortgagee or the insurer or guarantor of a 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 Declaration by the Association to the Owner of the Dwelling Unit covered by the Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the 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 Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

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

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

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

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

11.02 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear based on the relative Assessment Points assigned to each Dwelling Unit, and no Owner or other party shall be entitled to priority over the 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 Association the right to apply insurance proceeds to repair or replace damaged Community Area.

ARTICLE TWELVE
Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to ten (10) years from the date of Recording of this Declaration to annex, add and subject

additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental 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"; and any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units". After the expiration of said ten (10) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, 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 and to assign Assessment Points to each Added Dwelling Unit 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 Declaration. A Supplemental 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.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, or Added Dwelling Units to this 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 Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

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

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area and Added Dwelling Units, if any) made subject to this Declaration by any such Supplemental 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 Declaration at the time of the Recording hereof;

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

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental 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 THIRTEEN Dispute Resolution

13.01 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 Units 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 Units represented by the Voting Member. This Section shall not apply, however, to (i) actions brought by the Community Association to enforce the provisions of this 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 Community 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 is a Party, including but not limited to an alleged defect of any improvement, Declarant 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.

13.02 ALTERNATIVE METHOD FOR RESOLVING DISPUTES: Declarant, its officers, directors employees and agents; the Community Association, its officers, directors and committee members; all Persons subject to this Declaration; and any Person not otherwise subject to this 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 Claims, grievances or disputes described in Section 13.03 (collectively, "Claims") to the procedures set forth in Section 13.04.

13.03 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 this 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 this 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 13.04 and, if applicable the dispute resolution provisions of the purchase agreement for the purchase of a Dwelling Unit ("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 13.04:

(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 or Declarant 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 and/or Article Eight;

(c) any suit between or among Owners, which does not include Declarant 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 this 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 13.04.

13.04 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 defect or default, if any, in detail and the 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 Declarant. With respect to any Claim to which the Declarant is the Respondent:

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

(ii) Right to Cure. Declarant 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, Declarant 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 determines that no default has occurred and/or default exists. A Claimant shall have no right to bring any action against the Declarant until expiration of the Cure Period. The Cure Period shall be extended by any period of time that Claimant refuses to allow Declarant to perform inspections and/or perform tests as provided in subsection 13.04(b)(i) of this Article. Declarant 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 Declarant shall be extended by any period of time that Claimant refuses to allow Declarant 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 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 Declarant or Declarant's 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 in Paragraphs 13.04(c) and 13.04(d) below and as provided by the Federal Arbitration Act (9 U.S.C. Section 1 et seq.) or applicable state law relating to arbitration 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.

(vi) Mediation Fees. Declarant 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 provided otherwise 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 initiate arbitration. Under the following conditions, Declarant 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) Declarant 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) Declarant and Claimant agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Article Twelve 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. Declarant and Claimant further agree (1) that any dispute involving Declarant'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 Declarant 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 in writing by the Parties, submission to mediation is a condition precedent to either Party taking further action with regard to 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 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 do 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.

(d) Binding Arbitration.

(i) Upon Termination of Mediation, either Party shall thereafter be entitled to initiate 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. 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 13.04(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 attorneys 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 attorneys fees and expenses incurred in enforcing such settlement or award.

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

ARTICLE FOURTEEN

Miscellaneous

14.01 NOTICES: Except as otherwise provide in Article Thirteen, any notice required to be sent to any Owner under the provisions of this 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 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 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.

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

14.03 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 Declaration which shall, and all other provisions, remain in full force and effect.

14.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this 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. Bush, former President of the United States at the time this Declaration is Recorded.

14.05 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 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.

14.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY: Illinois courts have held that every agreement for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the agreement and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the purchaser. However, the courts have also held that a seller-builder and purchaser may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular agreement. Each purchaser of a Dwelling Unit from Declarant which was purchased after the Recording of this Amended and Restated Declaration agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Dwelling Unit and, accordingly, no Owner of a Dwelling Unit shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

DECLARANT; as the Owner of Dwelling Units
which are listed on Exhibit C hereto:

FIRST NATIONAL BANK OF ILLINOIS, as
Trustee under Trust Agreement dated February 15,
1998, and known as Trust Number 5076

SEE SIGNATURE SHEET ATTACHED HERETO

By: AND INCORPORATED BY REFERENCE HEREIN
Its _____

STATE OF ILLINOIS)
) SS.
COUNTY OF _____)

The undersigned, a notary public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that _____, personally known to
me to be the same person whose name is subscribed to the foregoing instrument, appeared before
me this day in person and acknowledged that he/she signed, sealed and delivered the said

THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED **FEBRUARY 15, 1998** CREATING TRUST NO. **5076** AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NOT PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOF, AND BY ALL PERSONS CLAIMING BY OR THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF.

IN WITNESS WHEREOF, SAID FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS **VICE PRESIDENT AND TRUST OFFICER** AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS **TRUST OFFICER**.

FIRST NATIONAL BANK OF ILLINOIS,
LANSING, ILLINOIS AS TRUSTEE
AFORESAID AND NOT PERSONALLY.

BY: *David G. Clark*
DAVID G. CLARK, V.P. & T.O.

ATTEST:

Carol J. Steinhauer
CAROL J. STEINHAUER, TRUST OFFICER

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I **JENNIFER L. RAMIREZ**, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT **DAVID G. CLARK, VICE PRESIDENT & TRUST OFFICER** OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS A NATIONAL BANKING ASSOCIATION, AND **CAROL J. STEINHAUER, TRUST OFFICER**, OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH **VICE PRESIDENT AND TRUST OFFICER**, RESPECTFULLY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SAID **CAROL J. STEINHAUER, TRUST OFFICER** DID ALSO THEN AND THERE ACKNOWLEDGE THAT **SHE**, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, DID AFFIX THE SAID CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS **HER OWN FREE AND VOLUNTARY ACT**, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS **1ST** DAY OF **SEPTEMBER, 2004**.

MY COMMISSION EXPIRES: 2/27/08

H:\WPFILES\FORMS\SIGSHEIN

OFFICIAL SEAL
JENNIFER L. RAMIREZ
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 02/27/08

Jennifer L. Ramirez
NOTARY PUBLIC

instrument, on behalf of FIRST NATIONAL BANK OF ILLINOIS, as Trustee under Trust Agreement dated February 15, 1998, and known as Trust Number 5076, and as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this ____ day of _____, 2004

Notary Public

EXHIBIT A TO
AMENDED AND RESTATED
DECLARATION FOR SILVER LEAF

The Development Area

All Lots in Silver Leaf Subdivision Unit One Phase One, a subdivision of part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded in Will County, Illinois as Document No. R2003-199628.

All Lots in Silver Leaf Subdivision Unit One Phase Two, a subdivision of Part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded in Will County, Illinois as Document No. R2003303180, in Will County, Illinois.

All Lots in Silver Leaf Subdivision Unit Two, a Planned Unit Development, a subdivision of part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, pursuant to the plat thereof recorded in Will County, Illinois as Document No. R2003199629.

THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 1121.55 FEET OF THE EAST HALF OF SAID SOUTHEAST QUARTER; ALSO EXCEPT THE WEST HALF OF SAID SOUTHEAST QUARTER LYING NORTH OF THE CENTERLINE OF MCDONOUGH STREET; ALSO EXCEPT THAT PORTION PER WARRANTY DEED RECORDED APRIL 18, 1979 AS DOCUMENT R79-12713; ALSO EXCEPT THE WEST 50 FEET THEREOF CONVEYED BY DOCUMENT R78-32997 RECORDED AUGUST 22, 1978; EXCEPT THAT PORTION FALLING WITHIN SILVER LEAF SUBDIVISION UNIT 1 PHASE 1 RECORDED AUGUST 18, 2003 AS DOCUMENT R2003-199628 AND EXCEPT THAT PORTION FALLING WITHIN SILVER LEAF SUBDIVISION UNIT 2, A PLANNED UNIT DEVELOPMENT, RECORDED AUGUST 18, 2003 AS DOCUMENT R2003-199629, ALSO EXCEPT THAT PORTION FALLING WITHIN SILVER LEAF SUBDIVISION UNIT ONE PHASE TWO RECORDED DECEMBER 15, 2003 AS DOCUMENT R2003-303180, IN WILL COUNTY, ILLINOIS.

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREE 48 MINUTES 03 SECONDS EAST 1121.78 FEET, ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, TO SAID SOUTH LINE OF THE NORTH 1121.55 FEET OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 17 SECONDS EAST 254.52 FEET, ALONG SAID SOUTH LINE OF THE NORTH 1121.55 FEET OF SAID EAST HALF OF SAID SOUTHEAST QUARTER, TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREE 09 MINUTES 55 SECONDS WEST 45.62 FEET; THENCE SOUTH 55 DEGREES 34 MINUTES 53 SECONDS EAST 160.97 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 28 SECONDS EAST 160.97 FEET; THENCE SOUTH 18 DEGREES 33 MINUTES 29 SECONDS EAST 160.96 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 50 SECONDS EAST 311.10 FEET; THENCE

NORTH 62 DEGREES 53 MINUTES 40 SECONDS EAST 110.96 FEET; THENCE NORTH 72 DEGREES 03 MINUTES 31 SECONDS EAST 145.54 FEET; THENCE SOUTH 13 DEGREES 21 MINUTES 33 SECONDS EAST 193.91 FEET, TO A POINT ON A CURVE; THENCE NORTHWESTERLY 144.28 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 717.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82 DEGREES 24 MINUTES 20 SECONDS EAST 144.04 FEET, TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 10 MINUTES 14 SECONDS EAST 94.78 FEET, ALONG SAID TANGENT LINE; THENCE SOUTH 85 DEGREES 10 MINUTES 30 SECONDS EAST 60.41 FEET; NORTH 88 DEGREES 10 MINUTES 14 SECONDS EAST 250.07 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER, THAT IS 720.78 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREE 49 MINUTES 25 SECONDS WEST 805.12 FEET, ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER, TO ITS INTERSECTION WITH SAID SOUTH LINE OF THE NORTH 1121.55 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 21 MINUTES 17 SECONDS WEST 1066.23 FEET, ALONG SAID SOUTH LINE OF THE NORTH 1121.55 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER, TO THE POINT OF BEGINNING, CONTAINING 15.461 ACRES, IN WILL COUNTY, ILLINOIS.

EXHIBIT B TO
AMENDED AND RESTATED
DECLARATION FOR SILVER LEAF

The Premises

I. DWELLING UNITS:

A. Home Lots. Each of the following described lots shall be a "Home Lot" hereunder:

1. Lots 1 through 12, both inclusive, Lots 29 through 42, both inclusive, Lots 49 through 69, both inclusive, Lots 130 through 137, both inclusive, Lots 216 through 229, both inclusive, Lots 245 through 250, both inclusive, and Lots 258 through 265, both inclusive, in Silver Leaf Subdivision Unit One Phase One, a subdivision of part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 18, 2003, as Document No. R2003-199628, in Will County, Illinois ("Silver Leaf Unit One Phase One Subdivision").
2. Lots 13 through 28, both inclusive, Lots 43 through 48, both inclusive, Lots 70 through 81, both inclusive, and Lots 121 through 129, both inclusive, in Silver Leaf Subdivision Unit One Phase Two, a subdivision of Part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 15, 2003, as Document No. R2003303180.

B. Townhome Lot: Each of the following described lots shall be a "Townhome Lot" hereunder:

1. Lots 280 through 379, both inclusive, in Silver Leaf Subdivision Unit Two, a Planned Unit Development, a subdivision of part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, pursuant to the plat thereof recorded in Will County, Illinois as Document \$R2003199629.

II. Unsubdivided Property

- A. THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE NORTH 1121.55 FEET OF THE EAST HALF OF SAID SOUTHEAST QUARTER; ALSO EXCEPT THE WEST HALF OF SAID SOUTHEAST QUARTER LYING NORTH OF THE CENTERLINE OF MCDONOUGH STREET; ALSO EXCEPT THAT PORTION PER WARRANTY DEED RECORDED APRIL 18, 1979 AS DOCUMENT R79-12713; ALSO EXCEPT THE WEST 50 FEET THEREOF CONVEYED BY DOCUMENT R78-32997 RECORDED AUGUST 22, 1978; EXCEPT THAT PORTION

FALLING WITHIN SILVER LEAF SUBDIVISION UNIT 1 PHASE 1 RECORDED AUGUST 18, 2003 AS DOCUMENT R2003-199628 AND EXCEPT THAT PORTION FALLING WITHIN SILVER LEAF SUBDIVISION UNIT 2, A PLANNED UNIT DEVELOPMENT, RECORDED AUGUST 18, 2003 AS DOCUMENT R2003-199629, ALSO EXCEPT THAT PORTION FALLING WITHIN SILVER LEAF SUBDIVISION UNIT ONE PHASE TWO RECORDED DECEMBER 15, 2003 AS DOCUMENT R2003-303180, IN WILL COUNTY, ILLINOIS.

- B. THAT PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 35 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN: COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 01 DEGREE 48 MINUTES 03 SECONDS EAST 1121.78 FEET, ALONG THE EAST LINE OF SAID WEST HALF OF THE SOUTHEAST QUARTER, TO SAID SOUTH LINE OF THE NORTH 1121.55 FEET OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 89 DEGREES 21 MINUTES 17 SECONDS EAST 254.52 FEET, ALONG SAID SOUTH LINE OF THE NORTH 1121.55 FEET OF SAID EAST HALF OF SAID SOUTHEAST QUARTER, TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREE 09 MINUTES 55 SECONDS WEST 45.62 FEET; THENCE SOUTH 55 DEGREES 34 MINUTES 53 SECONDS EAST 160.97 FEET; THENCE SOUTH 37 DEGREES 04 MINUTES 28 SECONDS EAST 160.97 FEET; THENCE SOUTH 18 DEGREES 33 MINUTES 29 SECONDS EAST 160.96 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 50 SECONDS EAST 311.10 FEET; THENCE NORTH 62 DEGREES 53 MINUTES 40 SECONDS EAST 110.96 FEET; THENCE NORTH 72 DEGREES 03 MINUTES 31 SECONDS EAST 145.54 FEET; THENCE SOUTH 13 DEGREES 21 MINUTES 33 SECONDS EAST 193.91 FEET, TO A POINT ON A CURVE; THENCE NORTHWESTERLY 144.28 FEET, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 717.00 FEET AND A CHORD BEARING AND DISTANCE OF NORTH 82 DEGREES 24 MINUTES 20 SECONDS EAST 144.04 FEET, TO A POINT OF TANGENCY; THENCE NORTH 88 DEGREES 10 MINUTES 14 SECONDS EAST 94.78 FEET, ALONG SAID TANGENT LINE; THENCE SOUTH 85 DEGREES 10 MINUTES 30 SECONDS EAST 60.41 FEET; NORTH 88 DEGREES 10 MINUTES 14 SECONDS EAST 250.07 FEET, TO A POINT ON THE EAST LINE OF SAID SOUTHEAST QUARTER, THAT IS 720.78 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 01 DEGREE 49 MINUTES 25 SECONDS WEST 805.12 FEET, ALONG SAID EAST LINE OF THE SOUTHEAST QUARTER, TO ITS INTERSECTION WITH SAID SOUTH LINE OF THE NORTH 1121.55 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 21 MINUTES 17 SECONDS WEST 1066.23 FEET, ALONG SAID SOUTH LINE OF THE NORTH 1121.55 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER, TO THE POINT OF BEGINNING, CONTAINING 15.461 ACRES, IN WILL COUNTY, ILLINOIS.

III. Community Area:

- A. Lots 268 and 269 in Silver Leaf Unit One Phase One Subdivision.

IV. Easement Area

None at this time.

PINs: 06-14-400-002-0010/0020, 06-14-400-003

ADDRESSES: Various addresses south of McDonough Street between Houbolt Road and Mission Boulevard, in Joliet, Illinois.

EXHIBIT C TO
AMENDED AND RESTATED
DECLARATION FOR SILVER LEAF

Dwelling Units Owned by the Declarant

Lots 1 through 6, both inclusive, Lots 9 through 12, both inclusive, Lots 29 through 42, both inclusive, Lots 50 through 52, both inclusive, Lots 54 through 63, both inclusive, Lots 65 through 69, both inclusive, Lot 130, Lots 132 through 137, both inclusive, Lots 216 through 229, both inclusive, Lots 245 through 249, both inclusive, and Lots 258 through 265, both inclusive, in Silver Leaf Subdivision Unit One Phase One, a subdivision of part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded August 18, 2003, as Document No. R2003-199628, in Will County, Illinois.

Lots 13 through 15, both inclusive, Lots 18 through 22, both inclusive, Lots 25 through 28, both inclusive, Lots 43 through 48, both inclusive, Lots 70 through 81, both inclusive, and Lots 121 through 129, both inclusive, in Silver Leaf Subdivision Unit One Phase Two, a subdivision of Part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 15, 2003, as Document No. R2003303180.

Lots 280 through 283, both inclusive, Lot 289, Lot 290, Lots 292 through 351, both inclusive, Lots 353 through 355, both inclusive, and Lots 364 through 375, both inclusive, in Silver Leaf Subdivision Unit Two, a Planned Unit Development, a subdivision of part of the Southeast Quarter of Section 14, Township 35 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, pursuant to the plat thereof recorded in Will County, Illinois as Document No. R2003199629.