

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WESTLAKE VILLAGE MASTER HOMEOWNERS ASSOCIATION

This Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association (hereinafter referred to as "Declaration") and the Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc. (hereinafter referred to as "By-Laws"), attached hereto as Exhibit "B", are recorded for the purpose of amending and restating the Restated Declaration of Covenants and Restrictions, which was recorded with the Recorder of Deeds of Winnebago County, Illinois on January 29, 1999 as document number 9906621 (hereinafter referred to as "Original Declaration"), as amended, and the By-Laws of the Westlake Village Owner's Association, which were recorded with the Recorder of Deeds of Winnebago County, Illinois on November 12, 1996 as document number 9656446 (hereinafter referred to as "Original By-Laws"), as amended. This Declaration and the By-Laws attached hereto as Exhibit "B" are made and entered into by the Board of Directors of the Westlake Village Master Homeowners Association, Inc. in accordance with the provisions of Section 1-60(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-60(a)), which provides that the Association may correct errors or omissions in the Original Declaration and Original By-Laws as may be required to conform to said Act and any other applicable statute by vote of two-thirds (2/3) of the members of the Board.

PREAMBLE

WHEREAS, the Westlake Village Master Homeowners Association, Inc. (hereinafter referred to as the "Association") through its Board of Directors administers

the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Properties");

WHEREAS, the Original Declaration was recorded with the Recorder of Deeds of Winnebago County, Illinois on January 29, 1999 as document number 9906621, replacing the initial Declaration of Covenants and Restrictions which was recorded with the Recorder of Deeds of Winnebago County, Illinois on November 8, 1996 as document number 9656446;

WHEREAS, the Original Declaration was amended by the Amendment to Restrictive Covenant which was recorded with the Recorder of Deeds of Winnebago County, Illinois on January 14, 2003 as document number 0303735;

WHEREAS, the Original Declaration was further amended by the Second Amendment to Restrictive Covenant which was recorded with the Recorder of Deeds of Winnebago County, Illinois on May 14, 2007 as document number 200700728474;

WHEREAS, the Original By-Laws were recorded with the Recorder of Deeds of Winnebago County, Illinois on November 12, 1996 as document number 9656446;

WHEREAS, the Original By-Laws were amended by an Amendment which was recorded with the Recorder of Deeds of Winnebago County, Illinois on September 8, 2011 as document number 20111030475;

WHEREAS, the Board of Directors desires to amend and restate the Original Declaration, replacing it, in its entirety, with this Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association;

WHEREAS, the Board of Directors desires to amend the Original Declaration to conform that document to the current provisions of the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.) as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, the Board of Directors desires to amend and restate the Original By-Laws replacing it, in its entirety, with the Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc., attached hereto as Exhibit "B";

WHEREAS, the Board of Directors desires to amend the Original By-Laws to conform that document to the current provisions of the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.) as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, this Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association and Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc.,

attached hereto as Exhibit "B", have been approved by the affirmative vote of at least two-thirds (2/3) of the members of the Board at a meeting of the Board;

WHEREAS, this Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association and Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc., attached hereto as Exhibit "B", shall become effective upon recordation in the Office of Recorder of Deeds, Winnebago County, Illinois.

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

ARTICLE 1

DECLARATION – PURPOSES:

Section 1.1. Westlake Village Limited Partnership (hereinafter referred to as the "Developer"), who was the original owner and developer of the real property located in Winnebago County, Illinois subject to this Declaration, desired to create a planned community development which includes common properties for the private use of owners within the development. Developer intended that the community will consist of single family and multifamily residences, residential condominium units and commercial uses which are consistent with the nature of the development.

Section 1.2. The Developer desired to provide for the preservation of property values and amenities in the community and to maintain the lake, open spaces and other common features in the community in excellent condition. To do so, the Developer intended to, and did, subject the real property which comprises the community, and any additional real property which the Developer already added or may add to the community in the future, to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, and which remain subject to this Declaration.

Section 1.3. The Developer intended to, and did, create an association to which the various common properties in the development were transferred, and this association has the authority to maintain the common properties, to enforce the covenants and restrictions, and to collect and disburse the assessments and charges which are established in this Declaration. For that purpose, the Developer has caused a nonprofit corporation known as "Westlake Village Master Homeowners Association, Inc.," to be organized under Illinois law.

Section 1.4. To further these general purposes, the Developer, for itself, its successors and assigns, declared that the real property described in Article 3 as the "Existing Properties", and any additions to the Existing Properties made pursuant to the provisions of Article 3, whether or not referred to in any deed of conveyance of the properties, at all times are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes

referred to as “covenants and restrictions”) set forth in this Declaration. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other lots; to create privity of contract and estate between the grantees of the lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each of the lots becoming subject to this Declaration, and the respective owners of the lots, present and future.

ARTICLE 2

DEFINITIONS:

The following words and terms, when used in this Declaration or any Supplemental Declaration shall have the following meanings:

Section 2.1. “Act” shall mean and refer to the Common Interest Community Association Act of the State of Illinois (765 ILCS 160/1-1 et. seq.), as amended from time to time.

Section 2.2. “Association” shall mean and refer to “Westlake Village Master Homeowners Association, Inc.”, its successors and assigns.

Section 2.3. “Board” shall mean and refer to the Board of Directors of the Association, as constituted from time to time as further provided in this Declaration or the By-Laws.

Section 2.4. “By-Laws” shall mean and refer to the Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc., attached hereto as Exhibit “B”, as amended from time to time.

Section 2.5. “Committee” shall mean the Architectural Review Committee.

Section 2.6. “Common Properties” shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer has already or shall grant, assign or convey title, any interest in, or any rights of use, to the Association or with respect to which the Developer has already or shall permit use by the Association and its Members, and any replacement of or for any of the foregoing.

Section 2.7. “Condominium Residential” shall mean any of the Properties which, as of the date in question, are zoned for residential use under the applicable zoning ordinance and have been submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time.

Section 2.8. “Condominium Structure” shall mean any building containing one or more Condominium Units situated upon any Lot designated Condominium Residential.

Section 2.9. “Condominium Unit” or “Unit” shall mean any portion of a Condominium Structure situated upon the Properties designed for occupancy by a Single Family.

Section 2.10. "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association, as amended from time to time.

Section 2.11. " Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a Single Family.

Section 2.12. " Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

Section 2.13. " Dwelling Lot" shall mean any Lot designated by the Developer for improvement with a Dwelling.

Section 2.14. " Existing Properties" shall mean and refer to the real estate described in Article 3, Section 3.1 hereof.

Section 2.15. " Lake" shall mean and refer to the lake constructed on the Existing Properties and known as Coolidge Lake.

Section 2.16. " Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for occupancy purposes, but shall not include open porches, open terraces, breezeways, attached garages, carports or Dwelling Accessory Buildings.

Section 2.17. " Lot" shall mean any parcel of land or Condominium Unit described by a number upon any recorded subdivision map of the Properties, but shall not include any parcel designated on the map as a " tract".

Section 2.18. " Member" shall mean all those Owners who are Members of the Association as provided in this Declaration, except that the Developer shall not be a Member.

Section 2.19. " Mutual Association" shall mean an entity established by the Owners to provide water and wastewater service to a limited and privileged group consisting of the Owners of platted lots at Westlake Village and benefitting only the platted lots. The Association may assume the rights, duties and obligations of the Mutual Association.

Section 2.20. " Neighborhood" shall mean one or more platted subdivisions of the Properties designated by the Developer to have a common name, such as the Lakeshore Neighborhood.

Section 2.21. " Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Condominium Unit or any contract purchaser of a Lot or Condominium Unit if the purchaser is entitled to possession under the terms

of the contract, but, shall not mean or refer to any lienholder unless and until the holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.22. "Properties" shall mean and refer to the Existing Properties, and all additions to the Existing Properties subject to this Declaration.

Section 2.23. "Single Family" shall mean one or more persons maintaining a common household in a Dwelling.

Section 2.24. "Single Family Residential" shall mean any of the Properties which, as of the date in question, are zoned for use as R1 or the then comparable zoning classification under the applicable zoning ordinance.

Section 2.25. "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

Section 2.26. "Structure" shall mean any building or other improvements erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.

ARTICLE 3

EXISTING PROPERTIES – ADDITIONS – MERGERS:

Section 3.1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Winnebago County, Illinois, and more particularly described on the attached Exhibit A.

Section 3.2. Other Additions. The Developer reserved the right to bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Section 3.1 and which now are or may subsequently be owned by Developer.

Section 3.3. Mergers. In the event or consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties, as one scheme. However, neither the merger nor the consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties or any

Supplemental Declaration with respect to any additions to it, except as provided in this agreement.

ARTICLE 4

ARCHITECTURAL REVIEW PROCESS:

Section 4.1. Objectives. Developer's objectives were to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the Properties will be of good and attractive design and in harmony with the overall Development and will serve to preserve and enhance existing features of the Development; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 4.2. Architectural Review Committee. To achieve Developer's objectives, the Developer created the Committee with power to administer this Declaration with regard to approving or disapproving those matters which are expressed in this Declaration to be within the jurisdiction of the Committee. The Committee shall consist of not less than three (3) persons who were originally designated by the Developer. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished the Association. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. The function of the Committee already have been or shall be transferred to the Association at any time at the option of the Developer.

Section 4.3. Matters Requiring Approval. Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring the approval. In addition, no building, fence, wall or other Structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, height, materials and color, location and grade, and proposed landscaping of the same shall have been submitted to and approved in writing by the Committee.

Section 4.4. Procedure. Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove the design and location and proposed construction and clearing activities within thirty (30) days after the plans and specifications have been submitted to it; except that, if the plans and specifications are disapproved in any respect, the applicant shall be notified wherein the plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If the plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this Article will be deemed fully complied with. At the discretion of the Committee a reasonable filing fee established by the Committee shall accompany the submissions of

plans to defray expenses. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee.

Section 4.5. Deviation from Covenants and Restrictions. The Committee shall have the power in the discretion of the Committee, to enter into agreements with the Owner of any Lot, without the consent of the Owner of any other Lot, or adjoining or adjacent property, to deviate from the provisions of the covenants and restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardships which otherwise would be suffered by the Owner. Any deviation, which shall be manifested by written agreement, shall not constitute a waiver of any of the covenants as to other Lots in the Properties.

Section 4.6. Guidelines. From time to time the Committee shall publish guidelines of acceptable standards and specifications for construction of various types of Structures. All guidelines established by the Committee shall be conclusively deemed to be reasonable. The Committee may, in its discretion, amend or supplement its guidelines from time to time without the consent or approval of any Owner, and no Owner shall have any vested right or interest in any specific provisions of any Guidelines; provided, however, that no change in the Guidelines shall prohibit any matter for which the Owner has obtained the approval of the Committee.

ARTICLE 5

GENERAL RESTRICTIONS:

Section 5.1. Land Use – Single Family Residential. Any portion of the Properties designated “Single Family Residential” use shall be used only as Dwelling Lots for Single Family residences and shall be subject to the restrictions set forth in this Article 5. Except as may be otherwise provided in the Supplemental Declaration, no building shall be erected on any Single Family Residential Lot except one (1) Dwelling designed for occupancy by a Single Family and one (1) Dwelling Accessory Building designed for use in conjunction with the Dwelling as a private garage or servants’ quarters or a combination of both. No Structure may be erected or maintained on the Lot except as shall be approved in writing by the Committee.

Section 5.1.1. Minimum Living Areas. No Single Family Residential Dwelling shall be constructed on any Lot in the Development having less than the following minimum square footage of Living Area, exclusive of porches, terraces, garages, car ports and Dwelling Accessory Buildings.

Section 5.1.1.1. Countryside Lots: Except for Condominium Units that conform to a plan approved by the Committee, no ranch style Dwelling shall be constructed having less than 1200 square feet of Living Area and no multi-story Dwelling shall be constructed having less than 1400 square feet of Living Area.

Section 5.1.1.2. Golf Course Lots: Except for Condominium Units that conform to a plan approved by the Committee, no ranch style Dwelling shall be constructed having less than 1350 square feet of Living Area and no multi-story Dwelling shall be constructed having less than 1600 square feet of Living Area.

Section 5.1.1.3. Lakeside Lots: Except Condominium Units that conform to a plan approved by the Committee, no ranch style Dwelling shall be constructed having less than 1800 square feet of Living Area and no multi-story Dwelling shall be constructed having less than 2150 square feet of Living Area.

Section 5.1.1.4. Meadowview Lots: The minimum square footage of ranch style and multi-story Dwellings on each lot designated as a "Meadow View Lot" on any plat shall be established by the Committee on a case-by-case basis.

Section 5.1.1.5. Bayview Lots: The minimum square footage of ranch style and multi-story Dwellings on each lot designated as a "Bayview Lot" on any plat shall be established by the Committee on a case-by-case basis.

Section 5.2. Land Use – Condominium Residential. Any portion of the Properties designated for "Condominium Residential" use shall be used only for improvements with Condominium Structures and shall be subject to the restrictions set forth in this Article 5.

Section 5.2.1. Minimum Living Areas. No Condominium Unit shall be constructed having less than 1000 square feet of Living Area, exclusive of porches, terraces, garages, car ports and Dwelling Accessory Buildings.

Section 5.3. Quality of Structures. It is the intention and purpose of these covenants to insure that all Structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the overall development and setting of the area and other Structures within the Development. All Structures shall be constructed in accordance with applicable government building codes and with the standards that may be required by the Committee.

Section 5.4. Determining Square Footage. In determining the amount of square footage contained within a Dwelling, any area which is wholly below ground level or which the Committee, in its discretion, determines is not commonly considered to be a part of the "living area" of the type of Dwelling in question, shall not be taken into consideration.

Section 5.5. Location of Structures on Lot.

Section 5.5.1. Improvements. The Developer deemed that the establishment of standard inflexible building setback lines for location of Structures on individual Lots would be incompatible with the objective of preserving the setting of the Development and preserving and enhancing the features of the Development and visual continuity of the area. Therefore, consistent with setback lines contained in applicable

zoning ordinances, the location of each Structure on a Lot, including driveways and the driveway drainage system, shall be subject to approval in writing by the Committee.

Section 5.5.2. Drainage. No driveways or landscaping shall be allowed on any Lot which would obstruct or interfere with any drainage ditches or swales, and all driveways which cross a drainage ditch or swale shall be subject to the written approval of the Committee. The design and placement of driveways are subject to approval of the Committee, and may require that stormwater runoff occasionally flow across a driveway.

Section 5.6. Nuisances. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 5.7. Temporary Structures. No trailer, mobile home, recreational vehicle, tent, shack or other Structure, except as otherwise permitted in this Declaration or in any applicable Supplemental Declaration, and no temporary building or Structure of any kind shall be used as a residence, either temporary or permanent. Temporary Structures used during the construction of a Structure shall be on the same Lot as the Structure and the temporary Structures shall be removed upon completion of construction.

Section 5.8. Completion of Construction. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one (1) year from commencement of construction, except that this period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the Owner's control. No Structure shall be deemed completed until installation of approved landscaping.

Section 5.9. Maintenance of Lots. All Lots, including adjacent parkways, whether coupled or unoccupied, and any improvements placed thereon, at all times shall be maintained in the manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to the Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from the work.

Section 5.10. Lot Appearance. No Owner shall accumulate or permit the accumulation on his or her Lot of junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefor and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded. Exterior television and radio antennas and television dishes may be permitted, but only with the prior written approval by the Committee and in accordance with the requirements established by the Committee. All mail boxes located at the street shall be of the design and size specified

by the Committee. All Dwellings shall include an exterior post-mounted yard light of a size and design approved by the Committee.

Section 5.11. Pets. No animals other than un-offensive common domestic household pets such as dogs and cats, shall be kept on any Lot and the animals shall be reasonably confined.

Section 5.12. Home Occupations. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Committee.

Section 5.13. Roadways. The Developer constructed all roadways within the Property and has already or shall dedicate them to the Township. Nonetheless, the owners of the Lots fronting on each cul-de-sac road shall be responsible for all of the costs of snow removal on the cul-de-sac. All snow removal services shall be contracted by the Association. Each Lot owner shall be responsible for a pro-rata share of the costs, determined on the basis of the number of Lots which front on the cul-de-sac in question. In the event that be change of law, judicial decree or otherwise, it becomes the duty of the Township or their successor in government to pay for or provide for snow removal of the cul-de-sacs, then and in that event, the ownership of each cul-de-sac shall revert back to the then owners of the Lots which adjoin the cul-de-sac, shall be subject to a permanent and perpetual easement for the benefit of and appurtenant to each such Lot for the ingress and egress of vehicular or pedestrian traffic on the cul-de-sac, and the Township, or its successor governmental entity, will no longer own the cul-de-sacs and have any further responsibility to maintain such cul-de-sacs.

Section 5.14. Parking. Parking of commercial vehicles, recreational vehicles, trailers, campers, or boats on any Lot or on any adjacent parking area is prohibited. No mobile home or homes shall be permitted on any Lot or Lots except by prior written authorization of Developer. Regular or repeated parking on roadways is prohibited.

Section 5.15. Fences. All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without Committee approval.

Section 5.16. Golf Course Lots. Owners of Lots adjacent to golf course fairways shall permit others to enter their Lots to retrieve golf balls.

Section 5.17. Signs. No person, except the Developer, shall erect or maintain upon any Lot or improvement any sign or advertisement, unless prior approval is obtained from the Committee.

Section 5.18. Docks and Piers. No piers, docks, boathouses, or other improvements for launching, securing, landing, or storing watercraft shall be constructed or installed except at the locations designated in the Plat or designated in writing by the Committee in advance. No dock, pier, boat house, or other similar Structure shall extend into the Lake without the express permission of the Committee, which permission shall constitute a revocable license. All docks or piers shall be of a size, design, and

appearance specified by the Committee. The Developer and the Committee may, from time to time, establish guidelines for the design, maintenance, construction, repair, and use of piers, docks, or other structures altering the lake shore or extending into the Lake, including those located in any common pier easements shown on the plat, and all the guidelines shall be deemed to be incorporated in these Covenants and Restrictions.

Section 5.19. Ditches and Swales. Each Owner shall keep drainage ditches, driveway drainage system, and swales located on his or her Lot and adjacent right of way free and unobstructed and in good repair and shall provide for the installation of the culverts upon his or her Lot as may reasonably be required for proper drainage. In the event that stormwater drainage in the right of way across the front of any lot that utilizes a driveway design and driveway stormwater drainage system other than that which is specifically described in the Subdivision Regulations as adopted on March 23, 1988, by the Road Commissioners of Winnebago County and in effect on the date of execution of the Original Declaration, the owner of the lot shall be responsible for the correction of any drainage problems caused by that design or driveway.

Section 5.20. Re-subdivision of Lots. No Lot may be further subdivided, except by the Developer prior to sale to an end user; provided, however, that with the prior written approval of the Committee, an existing lot may be divided between the Owners of the adjacent lots.

Section 5.21. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

Section 5.22. Easements Reserved with Respect to Lots. Developer reserved for itself, its successors and assigns, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise the easements, as follows:

Section 5.22.1. Utility easements for sewer, water, telephones, drainage, stormwater, electricity, natural gas, and other similar services are as shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for these purposes then a six foot (6') wide strip running along the side and rear Lot lines of Dwelling Lots and the area lying within the front building setback line of any Dwelling Lot is reserved for the installation, repair, replacement, and maintenance of utility facilities, and incidental usage related to it.

Section 5.22.2. The Owner shall not place any Structure on any such easement and shall be responsible for maintaining the easement. Any damages caused by the user of the right to the easement shall be repaired and restored by the user.

Section 5.22.3. Prior to commencement of construction upon any Lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any Lot for the purpose of removing offensive underbrush or for pest control purposes. No entry shall be deemed a trespass.

Section 5.22.4. No Owner shall have any claim or cause of action, except as provided, against Developer, its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

Section 5.23. Construction Required.

Section 5.23.1. Within two (2) years after the transfer of any Lot by the Developer, the then owner of the Lot shall commence the construction of a Dwelling on the Lot in accordance with the terms of this Declaration. After the commencement of the construction, the owner shall diligently pursue its completion as expeditiously as possible. In the event that the Lot owner fails to commence construction within the two (2) year period required under this paragraph, the Developer shall have the option to repurchase the Lot in question for a purchase price equal to the price at which that Lot was originally sold by the Developer. This option shall be exercisable by a written notice to that effect to the Lot owner within four (4) months after the expiration of the two (2) year period, and if the option is exercised, the purchase price shall be paid in cash within thirty (30) days after the date of exercise.

Section 5.23.2. At the written request of a Lot purchaser, at the time of the sale of any Lot by the Developer, the Developer may extend the two (2) year period provided for in Section 5.23.1 above to accommodate actual and specific construction plans of the Lot purchaser. The Developer shall not, however, be required to extend the two (2) year deadline to permit a Lot purchaser to hold a lot for investment or speculation or under circumstances in which the Lot purchaser does not have bona fide plans to commence construction at a later date.

Section 5.23.3. The Developer shall be entitled to extend the two (2) year period provided for in Section 5.23.1 above at any time, in the Developer's discretion, due to unforeseen changes in circumstances affecting the Lot owner. Such changes may include, for example, matters relating to health, employment, or financial condition.

ARTICLE 6

LAKES AND LAKEFRONT LOTS:

Section 6.1. Ownership of Lakefront Lots. The boundary of any Lot shown on the Plat as being contiguous to the Lake shall be the shoreline as the shoreline would be if the water level in the Lake were at the normal pool elevation.

Section 6.2. Limitations of Water Rights. No Owner of a Lot contiguous to a lake or stream shall have rights with respect to the lake or stream, the land under it, the water in it, or its or their elevation, use or conditions, nor shall the Owner have any riparian rights incident or appurtenant to the Lot. No person shall acquire title to any land in the Properties by accretion, reliction, submergence or changing water levels. No Owner of

a Lot contiguous to a lake or stream shall alter the grade of the Lot or construct any improvements on the Lot which will adversely affect any other Lot or parcel due to storm water or other fluctuations in the water level in the lake or stream.

Section 6.3. Right to Remove Accretions. Developer or the Association shall have the right at any time to dredge or otherwise remove any accretion or deposit from the lakefront Lot in order that the shoreline of the Lake to which the Lot is contiguous may be moved inland toward or to the Reference Shoreline which is reflected in the Schedule of Shoreline Coordinate Geometry that forms a part of the Plat.

Section 6.4. Responsibility for Damages. Neither Developer nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any lake or stream. If the size or configuration of any Lot contiguous to the Lake is materially altered as a result of erosion, washing, or other action of the water, the Owner of the Lot shall be entitled to petition the Association for authority to restore the shoreline to or toward the Reference Shoreline as established after the completed initial poolings of the lake. Any such petition shall be in writing and shall describe the work to be performed, the impact, if any, which the change on the shoreline will have on other Lots. All designs or plans for shoreline restoration shall be prepared or approved by an engineer acceptable to the Association. The Association will approve any such petitions if it reasonably determines that there will be no adverse impact on the Lake or other Lot Owners. All such shoreline restoration shall be at the expense of the Owner of the Lot in question.

Section 6.5. Right to Change Level of Lake. Developer or the Association shall have the right to raise and lower the water level of the Lake in the Properties; provided, however, that the right shall not permit raising the water level over one (1) vertical foot above the normal pool elevation of the Lake.

Section 6.6. Lake Use.

Section 6.6.1. Prohibitions. No motorized boats having greater than ten (10) horsepower, and no "jet-skis" or similar devices shall be allowed on the Lake.

Section 6.6.2. Regulations. The Developer or the Association may, from time to time, establish regulations governing the use of the Lake for swimming, fishing, boating, or other purposes and the size of boats or other watercraft permitted.

Section 6.6.3. Assumption of Risk. Each Lot Owner agrees to indemnify the Developer and the Association against and hold them harmless from any and all liabilities, claims, or demands (including defense costs and attorneys' fees) for personal injury, death, or property damage arising out of the design, maintenance, or presence of the Lake or its use by the Lot Owner or his or her family members, guests, invitees, or licensees.

ARTICLE 7

WATER SERVICES AND SEWAGE DISPOSAL SERVICES:

Section 7.1. Water Utility. Subject to approval of the appropriate governmental agencies, Developer intended to construct a waterworks system on the Properties. Developer intended that the waterworks system shall be owned and operated by a Privately Owned Public Utility (Water Utility) authorized by a Certificate of Public Convenience and Necessity (CPCN) issued by the Illinois Commerce Commission or any successor regulatory body in the State of Illinois (ICC) in accordance with the provisions of the Illinois Public Utilities Act of 1921, as now or hereafter amended, revised or superseded (220 ILCS 5/1-101, et. Seq.), to acquire, maintain and/or operate a waterworks system and conduct a public utility business in the area occupying the Properties.

Section 7.1.1. Water Availability Charge. Prior to the receipt of the CPCN, the Developer intended that water service will be provided to the Owners of Lots on a mutual basis by a Mutual Association which may be the Association. During this period, the Owner of each Lot agrees to pay to the Mutual Association, its successors, assignees, lessees and/or licensees, a monthly availability charge (Water Availability Charge) initially established in the amount of Ten dollars (\$10.00) for unimproved Lots and Twenty-five dollars (\$25.00) for improved Lots and Condominium Units for water service commencing upon availability of a water main at the Lot and continuing thereafter as long as water is available for use, whether or not the Lot is connected to the main, whether the Owner actually uses or takes water, and irrespective of the quantity of water used by the Owner. Until the Water Utility receives the CPCN, the Water Availability Charge shall and will be charged for each Lot or Condominium Unit of each Owner and will be the only charges for water except as otherwise provided in this Declaration.

Section 7.1.2. Change in Water Availability Charge. The Mutual Association shall be entitled to increase the Water Availability Charge on an annual basis in each calendar year after December 31, 1997, by up to five percent (5%) of the charge applicable in the preceding year. In the event that the Mutual Association determines to increase the Water Availability Charge, the Developer shall provide each Lot owner, the Developer, and the Association with not less than thirty (30) days written notice of the amount of the increase.

Section 7.1.3. After the receipt of the CPCN, the charges for water service, the times and methods of payment, and other matters shall be those provided in the Tariffs and Rate Schedules approved by the ICC in accordance with law. The applicable Tariffs and Rate Schedules may provide for the metering of water usage and for charges based, in whole or in part, by water usage. After the receipt of the CPCN, the Mutual Association may continue to assess each unimproved Lot a Water Availability Charge in accordance with Section 7.1.1 if such a charge is permitted by law.

Section 7.1.4. Upon any Owner making a written request and paying the Mutual Association a Connection Fee equal to three hundred dollars (\$300.00), the Owner shall be entitled to install a connection to the water distribution system at the Owner's Lot line. The connection shall include a meter specified and provided by the Mutual Association.

Section 7.1.5. The amount of Water Availability Charges and other charges are subject to change by order of the ICC or otherwise in accordance with then existing law, and the structure of the Water Availability Charges is subject to change by the appropriate entity from availability type rates to another type of rate or rates if such a change is required by law.

Section 7.1.6. Unpaid charges shall become a lien upon the Lot or Lots to which they are applicable as the date the same became due. Nothing in this Article shall be construed as a limitation on the rights of the Water Utility to sell and assign its property and assets to any other corporation or business, to an Illinois municipal corporation or to a governmental subdivision of the State of Illinois all in accordance with applicable law and regulation.

Section 7.1.7. All Dwellings shall be constructed with an external meter of a type and design specified by the Mutual Association or, after the receipt of the CPCN, by the Water Utility.

Section 7.2. Sewer Utility. Subject to the approval of the appropriate governmental agencies, Developer further intended to construct a sewage disposal system within the Properties. Developer intended that the sewage disposal system shall be owned and operated by a Privately Owned Public Utility (Sewer Utility) authorized by a CPCN issued by the ICC in accordance with the Illinois Public Utilities Act of 1921, as now or hereafter amended, revised or superseded (220 ILCS 5/1-101 et seq.), to acquire, maintain and/or operate a sewage disposal system and conduct a public utility business in the area occupying the Properties.

Section 7.2.1. Sewer Availability Charge. Prior to the receipt of the CPCN, the Developer intended that sewer service will be provided to the Owners of Lots on a mutual basis by a Mutual Association which may be the Association. During this period, the Owner of each Lot agrees to pay to the Mutual Association, its successors or assigns, lessees and/or licensees a monthly availability charge (Sewer Availability Charge) initially established in the amount of Ten dollars (\$10.00) for unimproved Lots and Twenty-five dollars (\$25.00) for improved Lots and Condominium Units for sewage disposal and treatment and the availability of a sewage collection main as long as a sewage collection main is available for use at the Lot, irrespective of whether a connection is made to the main or whether the main is used for the Lot. Until the Sewer Utility receives the CPCN, the Sewer Availability Charge shall be charged for each Lot or Condominium Unit of each Owner and will be the only charge for sewage disposal and treatment except as otherwise provided in this Declaration.

Section 7.2.2. Change in Sewer Availability Charge. The Mutual Association shall be entitled to increase the Sewer Availability Charge on an annual basis in each calendar year after December 31, 1997, by up to five percent (5%) of the charge applicable in the preceding year. In the event that the Mutual Association determines to increase the Sewer Availability Charge, the Mutual Association shall provide each lot owner, Developer, and the Association with not less than thirty (30) days written notice of the amount of the increase.

Section 7.2.3. After the receipt of the CPCN, the charges for sewer service, the times and methods of payment, and other matters shall be those provided in the Tariffs and Rate Schedules approved by the ICC in accordance with law. The applicable Tariffs and Rate Schedules may provide for the metering of water usage as a basis for the sewer service charge, and for charges based, in whole or in part, by water usage. After the receipt of the CPCN, the Mutual Association may continue to assess each unimproved Lot a Sewer Availability Charge in accordance with Section 7.2.1 if such a charge is permitted by law.

Section 7.2.4. Upon any Owner making a written request and paying the Mutual Association a Connection Fee equal to three hundred dollars (\$300.00), the Owner shall be entitled to install a connection to the sewage collection main at the Owner's Lot line. All sewer lines and appliances necessary on the Lot shall be installed, repaired and replaced at the sole expense of the Owner under supervision and with approval of designated agents of the Mutual Association or the Sewer Utility.

Section 7.2.5. The amount of Sewer Availability Charges and other charges are subject to change by order of the ICC in accordance with then existing law, and the structure of the Sewer Availability Charges is subject to change by the Mutual Association from availability type rates to another type of rate or rates if such a change is required by law.

Section 7.2.6. Unpaid charges shall become a lien upon the Lot or Lots to which they are applicable as of the date they became due. Nothing in this Section shall be construed as a limitation on the rights of the Mutual Association or the Sewer Utility to sell and assign its property and assets to another corporation or business, an Illinois municipal corporation or to a governmental subdivision of the State of Illinois in accordance with applicable law and regulation.

Section 7.3. Assessments. All Water Availability Charges and Sewer Availability Charges payable to the Mutual Association in accordance with the terms of this Declaration shall be Assessments which are encompassed by the provisions of Article 10 below.

Section 7.4. School District Developer's Fee. At the time of payment of the water and sewer connection fees, each lot owner was required to pay or shall also pay the Pecatonica Community Unit School District Fee according to Exhibit B. The fee is

based on the number of bedrooms in the structure, determined by the number of bedrooms indicated on the building permit.

ARTICLE 8

THE COMMON PROPERTIES; RIGHTS, OBLIGATIONS AND RESERVATIONS:

Section 8.1. Member's Easements of Enjoyment. Subject to the provisions of this Article 8, every Member shall have the nonexclusive right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with the title to every Lot or Condominium Unit.

Section 8.2. Obligation of the Association with Respect to Common Properties. The Association, for itself, its successors and assigns, covenanted with the Developer as follows:

Section 8.2.1. The Association has already or will accept conveyance of the Common Properties which the Developer is obligated to or may convey to the Association.

Section 8.2.2. The Association will preserve and maintain for the common benefit of its Members, and other users of right, all of the Common Properties which it shall own, shall pay any taxes assessed on them, carry insurance as determined by its Board, and shall keep the same in good condition and appearance.

Section 8.3. Extent of Members Easements. The rights and easements created in this Declaration for the benefit of Association Members and other users shall be subject to the following:

Section 8.3.1. Rights of the Developer, its successors, assigns, licensees and sub-licensees as reserved in this Declaration.

Section 8.3.2. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties, and in addition, to mortgage the Common Properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to the right, after taking possession of the Common Properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of the Common Properties to a wider public until the mortgage debt is satisfied, after which the possession of the Common Properties shall be returned to the Association and all Members' rights fully restored.

Section 8.3.3. The right of the Association to take the steps as are reasonably necessary to protect the Common Properties against foreclosures.

Section 8.3.4. The right of the Association, as provided in its Articles of Incorporation and By-Laws, to make reasonable rules and regulations with respect to the use of the Common Properties and to suspend enjoyment rights of any Member for any period during which any assessment against the Member remains unpaid, and for any period not to exceed thirty (30) days, for any infraction of its published rules and regulations.

Section 8.3.5. Except as otherwise provided in this Declaration, the right of the Association to charge reasonable admission and other fees for the use of the Common Properties where the use results in an added expense to the Association and added benefits to the using Members.

Section 8.3.6. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility, subject to the conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless approved by appropriate vote of Members of the Association as provided in its Articles of Incorporation with respect to dissolution.

Section 8.4. Rights and Easements Reserved by Developer. The Developer for itself, its successors and assigns, reserved the following rights and easements in and with respect to Common Properties transferred to the Association:

Section 8.4.1. An easement is reserved over all open areas conveyed to the Association pursuant to this Declaration, to install, lay, construct, renew, operate and maintain utility lines and conduits and underground or overhead poles and equipment, and Structures and devices relating to utility services for the purpose of serving the Properties with telephone, electricity, water, audio/video cable, sewer service and other utility services; and Developer, its successors and assigns, through authorized representatives, may enter upon the areas at all times for any such purposes, and cut down and remove any trees or bushes that interfere or threaten interference with any such right of use.

Section 8.4.2. An easement is reserved for surface drainage over any open areas.

Section 8.4.3. The Developer reserved for itself, its successors, assigns, licensees and sub-licensees the non-exclusive use, in common with Members, of the open areas (including lakes) for recreational purposes.

Section 8.4.4. The Developer reserved for itself, its successors and assigns, the right from time to time to construct additional recreational facilities and Structures upon any of the open areas which are Common Properties, and at sites selected by Developer, which additional facilities upon completion will be a part of the Common Properties.

Section 8.4.5. Agents, representatives and licensees of the Developer shall have the right at all times to enter upon the open areas for the purpose of exercising any of the reserved rights, and that no entry shall constitute trespass, provided that entry shall not interfere unreasonably with the use and enjoyment of the Common Properties by the Members, except as restricted in this Declaration.

Section 8.4.6. The Developer, its successors and assigns, by its agents and representatives, reserved the right in connection with the sale by the Developer of any Lot or any part of the Properties, at all times to bring prospective customers upon any and all of the Common Properties, except the exercise of the right shall not unreasonably interfere with the use of the Common Properties by Members.

Section 8.4.7. Shoreline Maintenance. An easement upon and within a fifteen (15) foot wide strip running along the inside of all Lot lines coincident with the shoreline of any lake or watercourse in the Properties for the purpose of shoreline maintenance.

Section 8.4.8. Slope of Drainage. A thirty (30) foot wide easement running along the inside of all Lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses. Developer and its licensees further reserved the right to cause or permit drainage of surface water over and/or through all Lots.

Section 8.4.9. Flooding Easement. A flowage and flooding easement is established which lies along the shoreline of any lake or stream within the building set-back line for the Lot on that shoreline as set forth in this Declaration.

Section 8.4.10. Private Streets. An easement on, over and under all streets in the Properties for the purpose of installing, maintaining and operating utilities on or under the street; for the purpose of drainage control; for access to any Lot or Parcel; and in the case of streets which have not been dedicated to and accepted by the appropriate governmental body, for purposes of maintenance of the streets.

Section 8.4.11. Other Easements. Any other easements shown on the Plat.

Section 8.4.12. Use of and Maintenance by Owners. The areas of any Lots affected by the easements reserved in this Declaration shall be maintained continuously by the Owner of the Lot. No Structures or other improvements which may damage or interfere with the use of the easements for their intended purpose shall be permitted on any Lot. With the prior approval of the Committee, plantings and landscaping improvements may be permitted within the easement areas, and all such improvements shall be maintained by the Lot Owner except those for which a public authority or utility company is responsible.

Section 8.4.13. Liability for Use of Easements. No Owner shall have any claim or cause or action against Developer or its licensees arising out of the exercise or

non-exercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

Section 8.4.14. Vehicles. No "All Terrain Vehicles" or similar devices shall be permitted on any of the Common Properties or on any Lots. No snowmobiles shall be allowed on any Common Properties or on any Lots except in areas specifically designated by the Developer or the Association for their use.

ARTICLE 9

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 9.1. Membership. With the exception of the Developer, every person or entity who becomes an Owner of any Lot or Condominium Unit subject to the provisions of this Declaration and which is subject to assessment by the Association automatically shall be a Member of the Association by acceptance of a Deed of Conveyance or by entering into a contract for purchase of the Lot or Condominium Unit, provided that any the person or entity who holds the interest merely as security for the performance of an obligation shall not be a Member.

Section 9.2. Voting Rights. The Association shall have one (1) class of Members who shall be the persons or entities as provided in Section 9.1. Each Member shall be entitled to one (1) vote in matters properly coming before the Members of the Association. In addition, each association of the owners of condominium units in the Properties shall be an "ex officio" non-voting Member.

Section 9.3. Board of Directors. The day to day operations of the Association shall be the responsibility of a board of directors (the "Board"), consisting of Voting Members. The Board shall be selected and serve in accordance with the By-Laws. The number, powers, duties, responsibilities and manner of acting of the Board shall be as described in the By-Laws.

ARTICLE 10

COVENANT FOR ASSESSMENTS

Section 10.1. Purpose of Assessments.

Section 10.1.1. Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Properties, and to providing services and facilities related to all or any of the foregoing matters, and of the Members, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the Common Properties and repair, replacement and additions to them, payment

for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, insurance, materials, management and supervision.

Section 10.1.2. Collection and Recycling Assessments. The collection and recycling assessments levied by the Association shall be used exclusively for the purpose of paying or providing for the collection, hauling, disposal and/or recycling of garbage and refuse generated by the Owners.

Section 10.1.3. Special Assessments. The Association may impose special assessments on all or less than all of the lots. Special assessments for private roadways owned, operated, and/or maintained by the Association shall be levied on the lots that adjoin the private roadway. The Association may levy a special assessment with approval of two-thirds (2/3) of the votes of the Members entitled to vote at a meeting called for this purpose; provided, however, that no special assessment may be imposed on less than all of the lots unless it is approved by the Owners of two-thirds (2/3) of the lots which will be subject to the assessment. Written notice of the meeting shall be sent to all Members at least ten (10) and not more than sixty (60) days in advance of the meeting and shall indicate the purpose of the meeting. When the Association levies a special assessment of less than all of the lots, the assessment shall be apportioned pro rata on a square foot basis among the lots adjacent to the area that will benefit from the assessment. All special assessments shall be payable as provided in Section 10.2. If any special assessment is not paid when due, the assessment shall be deemed to be delinquent. The Association may take actions established in Section 10.3 and 10.4 to recover the delinquent special assessments.

Section 10.1.4. Neighborhood Assessments. The Neighborhood Assessments levied by the Association shall be used exclusively for the purpose of providing or paying for expenses benefiting only Lots or Condominium Units located within a given Neighborhood.

Section 10.2. Amount of Assessments, Change in Amount and Date of Commencement. The annual assessment for each year, commencing with the assessment made with respect to the calendar year 1996 shall not be less than \$50.00. No assessment shall be made with respect to any period prior to 1996. All assessments shall be payable in equal quarterly installments with the first installment for any year due and payable on January 1st of the year. The Board of Directors of the Association, by resolution adopted in the manner provided in the By-Laws may increase the amount of the annual assessment for any future year, except that the amount of the increase for any year shall not exceed fifteen percent (15%) of the annual assessment for the preceding annual period unless an annual assessment of a greater amount for the year shall have been approved by vote of the Members as provided in the By-Laws of the Association.

Section 10.3. Effect of Nonpayment of Assessment; the Lien; Personal Obligation of the Owner. If any assessment is not paid on the date when due, the assessment shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with the Winnebago County Recorder's Office, or its

successor, an appropriate instrument setting forth the delinquency, the assessment, together with interest thereon, cost of collection as hereinafter provided, attorney's fees, and a late fee not exceeding seventy-five dollars (\$75.00) shall become a continuing lien upon the property against which the assessments are made and shall bind the property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. The personal obligation of the Owner at the time the assessment becomes delinquent to pay the assessment shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them.

Section 10.4 Interest; Remedies of the Association. Delinquent assessments shall bear interest at the rate of eight percent (8%) per annum from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in the action, and in the event a judgment is obtained, the judgment shall include interest as provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action.

Section 10.5. Exempt Property. Notwithstanding the foregoing, no assessments, charges or liens shall be assessed with respect to Lots owned by the Developer (except Lots subject to purchase contracts).

Section 10.6. Proof of Payment. At the request of any Lot Owner, the Association shall furnish the Owner with a certificate in writing signed by an officer of the Association setting forth the status of the assessments which have been made with respect to the Owner's property. The certificate shall be conclusive evidence with respect to the matters certified. The Association may impose a service charge of not more than twenty-five dollars (\$25.00) for the issuance of a certificate in accordance with this Section.

ARTICLE 11

GENERAL PROVISIONS

Section 11.1. Reserved Areas. Developer may retain ownership of certain Parcels within the Properties for use for commercial purposes. Developer reserved the right and privilege to develop the Parcels for the commercial purposes as it may deem appropriate and compatible with the development. It further reserved the right to conduct all commercial enterprises of any type or kind whatsoever which may at any time be lawfully conducted within the development. These rights may be exercised by Developer or assigned by it to whomever it may see fit. At the sole election of Developer, these rights have already been or may be assigned to the Association at any time upon the terms and conditions as Developer may deem appropriate at the time of assignment, but unless the Association acting through its Board shall otherwise agree, the assignment shall be without cost to the Association and shall be free and clear of all

liens and encumbrances (other than liens for taxes), but subject to the easements, right-of-way and restrictions as then appear of record. Any assignment of these rights, whether to the Association or otherwise, may be of all or part of the rights and may include transfer or conveyance of some or all of the Parcels.

Section 11.1.1. Developer reserved for itself, its agents, employees, customers, patrons, guests, successors, and assigns, full rights of access across all Common Area required to implement this reservation. By reservation of these rights, Developer assumed no affirmative duties to establish or maintain any commercial enterprise whatsoever.

Section 11.2. Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no agreement of change shall be effective unless made and recorded one (1) year in advance of the effective date of the change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 11.3. Notices. Unless otherwise provided by law, 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 delivered by one of the following methods:

- i) Mailed to the Owner's last known address as provided by such Owner to the Board, or if no such address has been provided then mailed to such Owner's Lot or Condominium Unit;
- ii) Personally delivered to such Owner;
- iii) Posted in an Association publication that is routinely mailed to all Owners; or
- iv) Transmitted to an Owner via electronic transmission; provided, however, that prior to the sending of such a notice via electronic transmission, an Owner must consent, in writing, to receive notices via electronic transmission. For purposes of this paragraph, the term "electronic transmission" shall have the same meaning as provided for that term in the Act.

Section 11.4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. The action may be either to restrain violation or to recover damage, or against the land, to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction set forth in this Declaration in no event shall be deemed a waiver of the right to do so thereafter.

Section 11.5. Local Governmental Agreements. Except by the agreement of the governmental entity in question, the Developer, Lot Owner or Association may not modify any provision applicable to any governmental agency.

Section 11.6. Modification. If the Developer is the Owner of fifty percent (50%) or more of the tentatively platted lots in the Development, by a recorded Supplemental Declaration, the Developer may modify any of the provisions of this Declaration or any Supplemental Declaration for the purposes of clarification or otherwise. If the Developer is not the Owner of a least fifty percent (50%) of the tentatively platted lots in the Development, then this Declaration and any Supplemental Declaration may be modified by the vote or written consent of the Owners of two-thirds (2/3) of the tentatively platted lots in the Development. Notwithstanding the preceding provisions of this Section, no such modification shall change the purpose or nature of the Development from that described in Article 1 of this Declaration, and no modification shall materially adversely affect any then existing obligations of any Lot Owner under the Declaration or any Supplemental Declaration or any approval or consent which has previously been granted to any Lot Owner.

Section 11.7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

Section 11.8. Time of the Essence. Time is of the essence with regard to all provisions of this Declaration.

Section 11.9. Fidelity Insurance

- (a) The Association shall obtain and maintain fidelity insurance covering all persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. The costs of such insurance shall be an Association expense.
- (b) All management companies, if any, that are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time.

END OF TEXT OF DECLARATION

This instrument was prepared by:

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

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

We, the undersigned, hereby certify that we are the duly elected, qualified and acting President and Secretary of the Board of Directors of Westlake Village Master Homeowners Association, Inc., and that the attached is a true, correct, and accurate copy of the Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association and Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc., attached hereto as Exhibit "B", and that said documents were approved by at least two-thirds (2/3) of the directors on the Board of Directors of Westlake Village Master Homeowners Association, Inc. at a Board meeting.

EXECUTED this 15 day of August, 2016.

Debra S Morden
Printed Name

Debra S Morden
Signature, as President of the Board of Directors of Westlake Village Master Homeowners Association, Inc.

Diane Robertson
Printed Name

Diane Robertson
Signature, as Secretary of the Board of Directors of Westlake Village Master Homeowners Association, Inc.

I, Christine Kern, a Notary Public, hereby certify that on the above date, the above members of the Board of Directors of Westlake Village Master Homeowners Association, Inc., which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

Christine Kern
CHRISTINE KERN
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
June 16, 2019

EXHIBIT "A"
LEGAL DESCRIPTION OF PREMISES

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WESTLAKE VILLAGE MASTER HOMEOWNERS ASSOCIATION

This Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association (hereinafter referred to as "Declaration") and the Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc. (hereinafter referred to as "By-Laws"), attached hereto as Exhibit "B", are recorded for the purpose of amending and restating the Restated Declaration of Covenants and Restrictions, which was recorded with the Recorder of Deeds of Winnebago County, Illinois on January 29, 1999 as document number 9906621 (hereinafter referred to as "Original Declaration"), as amended, and the By-Laws of the Westlake Village Owner's Association, which were recorded with the Recorder of Deeds of Winnebago County, Illinois on November 12, 1996 as document number 9656446 (hereinafter referred to as "Original By-Laws"), as amended. This Declaration and the By-Laws attached hereto as Exhibit "B" are made and entered into by the Board of Directors of the Westlake Village Master Homeowners Association, Inc. in accordance with the provisions of Section 1-60(a) of the Illinois Common Interest Community Association Act (765 ILCS 160/1-60(a)), which provides that the Association may correct errors or omissions in the Original Declaration and Original By-Laws as may be required to conform to said Act and any other applicable statute by vote of two-thirds (2/3) of the members of the Board.

PREAMBLE

WHEREAS, the Westlake Village Master Homeowners Association, Inc. (hereinafter referred to as the "Association") through its Board of Directors administers

the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Properties");

WHEREAS, the Original Declaration was recorded with the Recorder of Deeds of Winnebago County, Illinois on January 29, 1999 as document number 9906621, replacing the initial Declaration of Covenants and Restrictions which was recorded with the Recorder of Deeds of Winnebago County, Illinois on November 8, 1996 as document number 9656446;

WHEREAS, the Original Declaration was amended by the Amendment to Restrictive Covenant which was recorded with the Recorder of Deeds of Winnebago County, Illinois on January 14, 2003 as document number 0303735;

WHEREAS, the Original Declaration was further amended by the Second Amendment to Restrictive Covenant which was recorded with the Recorder of Deeds of Winnebago County, Illinois on May 14, 2007 as document number 200700728474;

WHEREAS, the Original By-Laws were recorded with the Recorder of Deeds of Winnebago County, Illinois on November 12, 1996 as document number 9656446;

WHEREAS, the Original By-Laws were amended by an Amendment which was recorded with the Recorder of Deeds of Winnebago County, Illinois on September 8, 2011 as document number 20111030475;

WHEREAS, the Board of Directors desires to amend and restate the Original Declaration, replacing it, in its entirety, with this Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association;

WHEREAS, the Board of Directors desires to amend the Original Declaration to conform that document to the current provisions of the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.) as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, the Board of Directors desires to amend and restate the Original By-Laws replacing it, in its entirety, with the Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc., attached hereto as Exhibit "B";

WHEREAS, the Board of Directors desires to amend the Original By-Laws to conform that document to the current provisions of the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.) as well as any other applicable statutes and correct any scrivener's errors or omissions;

WHEREAS, this Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association and Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc.,

attached hereto as Exhibit "B", have been approved by the affirmative vote of at least two-thirds (2/3) of the members of the Board at a meeting of the Board;

WHEREAS, this Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association and Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc., attached hereto as Exhibit "B", shall become effective upon recordation in the Office of Recorder of Deeds, Winnebago County, Illinois.

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

ARTICLE 1

DECLARATION – PURPOSES:

Section 1.1. Westlake Village Limited Partnership (hereinafter referred to as the "Developer"), who was the original owner and developer of the real property located in Winnebago County, Illinois subject to this Declaration, desired to create a planned community development which includes common properties for the private use of owners within the development. Developer intended that the community will consist of single family and multifamily residences, residential condominium units and commercial uses which are consistent with the nature of the development.

Section 1.2. The Developer desired to provide for the preservation of property values and amenities in the community and to maintain the lake, open spaces and other common features in the community in excellent condition. To do so, the Developer intended to, and did, subject the real property which comprises the community, and any additional real property which the Developer already added or may add to the community in the future, to the covenants, restrictions, easements, charges and liens set forth in the Original Declaration, and which remain subject to this Declaration.

Section 1.3. The Developer intended to, and did, create an association to which the various common properties in the development were transferred, and this association has the authority to maintain the common properties, to enforce the covenants and restrictions, and to collect and disburse the assessments and charges which are established in this Declaration. For that purpose, the Developer has caused a nonprofit corporation known as "Westlake Village Master Homeowners Association, Inc.," to be organized under Illinois law.

Section 1.4. To further these general purposes, the Developer, for itself, its successors and assigns, declared that the real property described in Article 3 as the "Existing Properties", and any additions to the Existing Properties made pursuant to the provisions of Article 3, whether or not referred to in any deed of conveyance of the properties, at all times are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes

referred to as "covenants and restrictions") set forth in this Declaration. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other lots; to create privity of contract and estate between the grantees of the lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each of the lots becoming subject to this Declaration, and the respective owners of the lots, present and future.

ARTICLE 2

DEFINITIONS:

The following words and terms, when used in this Declaration or any Supplemental Declaration shall have the following meanings:

Section 2.1. "Act" shall mean and refer to the Common Interest Community Association Act of the State of Illinois (765 ILCS 160/1-1 et. seq.), as amended from time to time.

Section 2.2. "Association" shall mean and refer to "Westlake Village Master Homeowners Association, Inc.", its successors and assigns.

Section 2.3. "Board" shall mean and refer to the Board of Directors of the Association, as constituted from time to time as further provided in this Declaration or the By-Laws.

Section 2.4. "By-Laws" shall mean and refer to the Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc., attached hereto as Exhibit "B", as amended from time to time.

Section 2.5. "Committee" shall mean the Architectural Review Committee.

Section 2.6. "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer has already or shall grant, assign or convey title, any interest in, or any rights of use, to the Association or with respect to which the Developer has already or shall permit use by the Association and its Members, and any replacement of or for any of the foregoing.

Section 2.7. "Condominium Residential" shall mean any of the Properties which, as of the date in question, are zoned for residential use under the applicable zoning ordinance and have been submitted to the provisions of the Condominium Property Act of the State of Illinois, as amended from time to time.

Section 2.8. "Condominium Structure" shall mean any building containing one or more Condominium Units situated upon any Lot designated Condominium Residential.

Section 2.9. "Condominium Unit" or "Unit" shall mean any portion of a Condominium Structure situated upon the Properties designed for occupancy by a Single Family.

Section 2.10. "Declaration" shall mean and refer to this Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association, as amended from time to time.

Section 2.11. "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a Single Family.

Section 2.12. "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

Section 2.13. "Dwelling Lot" shall mean any Lot designated by the Developer for improvement with a Dwelling.

Section 2.14. "Existing Properties" shall mean and refer to the real estate described in Article 3, Section 3.1 hereof.

Section 2.15. "Lake" shall mean and refer to the lake constructed on the Existing Properties and known as Coolidge Lake.

Section 2.16. "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for occupancy purposes, but shall not include open porches, open terraces, breezeways, attached garages, carports or Dwelling Accessory Buildings.

Section 2.17. "Lot" shall mean any parcel of land or Condominium Unit described by a number upon any recorded subdivision map of the Properties, but shall not include any parcel designated on the map as a "tract".

Section 2.18. "Member" shall mean all those Owners who are Members of the Association as provided in this Declaration, except that the Developer shall not be a Member.

Section 2.19. "Mutual Association" shall mean an entity established by the Owners to provide water and wastewater service to a limited and privileged group consisting of the Owners of platted lots at Westlake Village and benefitting only the platted lots. The Association may assume the rights, duties and obligations of the Mutual Association.

Section 2.20. "Neighborhood" shall mean one or more platted subdivisions of the Properties designated by the Developer to have a common name, such as the Lakeshore Neighborhood.

Section 2.21. "Owner" shall mean the record Owner, whether one or more persons or entities, of the fee simple title to any Lot or Condominium Unit or any contract purchaser of a Lot or Condominium Unit if the purchaser is entitled to possession under the terms

of the contract, but, shall not mean or refer to any lienholder unless and until the holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

Section 2.22. "Properties" shall mean and refer to the Existing Properties, and all additions to the Existing Properties subject to this Declaration.

Section 2.23. "Single Family" shall mean one or more persons maintaining a common household in a Dwelling.

Section 2.24. "Single Family Residential" shall mean any of the Properties which, as of the date in question, are zoned for use as R1 or the then comparable zoning classification under the applicable zoning ordinance.

Section 2.25. "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

Section 2.26. "Structure" shall mean any building or other improvements erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.

ARTICLE 3

EXISTING PROPERTIES – ADDITIONS – MERGERS:

Section 3.1. Existing Properties. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Winnebago County, Illinois, and more particularly described on the attached Exhibit A.

Section 3.2. Other Additions. The Developer reserved the right to bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Section 3.1 and which now are or may subsequently be owned by Developer.

Section 3.3. Mergers. In the event of consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties, as one scheme. However, neither the merger nor the consolidation shall effect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties or any

Supplemental Declaration with respect to any additions to it, except as provided in this agreement.

ARTICLE 4

ARCHITECTURAL REVIEW PROCESS:

Section 4.1. Objectives. Developer's objectives were to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the Properties will be of good and attractive design and in harmony with the overall Development and will serve to preserve and enhance existing features of the Development; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 4.2. Architectural Review Committee. To achieve Developer's objectives, the Developer created the Committee with power to administer this Declaration with regard to approving or disapproving those matters which are expressed in this Declaration to be within the jurisdiction of the Committee. The Committee shall consist of not less than three (3) persons who were originally designated by the Developer. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished the Association. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. The function of the Committee already have been or shall be transferred to the Association at any time at the option of the Developer.

Section 4.3. Matters Requiring Approval. Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring the approval. In addition, no building, fence, wall or other Structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, height, materials and color, location and grade, and proposed landscaping of the same shall have been submitted to and approved in writing by the Committee.

Section 4.4. Procedure. Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove the design and location and proposed construction and clearing activities within thirty (30) days after the plans and specifications have been submitted to it; except that, if the plans and specifications are disapproved in any respect, the applicant shall be notified wherein the plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. If the plans and specifications are not approved or disapproved within thirty (30) days after submission, approval will not be required and this Article will be deemed fully complied with. At the discretion of the Committee a reasonable filing fee established by the Committee shall accompany the submissions of

plans to defray expenses. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept on file with the Committee.

Section 4.5. Deviation from Covenants and Restrictions. The Committee shall have the power in the discretion of the Committee, to enter into agreements with the Owner of any Lot, without the consent of the Owner of any other Lot, or adjoining or adjacent property, to deviate from the provisions of the covenants and restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardships which otherwise would be suffered by the Owner. Any deviation, which shall be manifested by written agreement, shall not constitute a waiver of any of the covenants as to other Lots in the Properties.

Section 4.6. Guidelines. From time to time the Committee shall publish guidelines of acceptable standards and specifications for construction of various types of Structures. All guidelines established by the Committee shall be conclusively deemed to be reasonable. The Committee may, in its discretion, amend or supplement its guidelines from time to time without the consent or approval of any Owner, and no Owner shall have any vested right or interest in any specific provisions of any Guidelines; provided, however, that no change in the Guidelines shall prohibit any matter for which the Owner has obtained the approval of the Committee.

ARTICLE 5

GENERAL RESTRICTIONS:

Section 5.1. Land Use – Single Family Residential. Any portion of the Properties designated "Single Family Residential" use shall be used only as Dwelling Lots for Single Family residences and shall be subject to the restrictions set forth in this Article 5. Except as may be otherwise provided in the Supplemental Declaration, no building shall be erected on any Single Family Residential Lot except one (1) Dwelling designed for occupancy by a Single Family and one (1) Dwelling Accessory Building designed for use in conjunction with the Dwelling as a private garage or servants' quarters or a combination of both. No Structure may be erected or maintained on the Lot except as shall be approved in writing by the Committee.

Section 5.1.1. Minimum Living Areas. No Single Family Residential Dwelling shall be constructed on any Lot in the Development having less than the following minimum square footage of Living Area, exclusive of porches, terraces, garages, car ports and Dwelling Accessory Buildings.

Section 5.1.1.1. Countryside Lots: Except for Condominium Units that conform to a plan approved by the Committee, no ranch style Dwelling shall be constructed having less than 1200 square feet of Living Area and no multi-story Dwelling shall be constructed having less than 1400 square feet of Living Area.

Section 5.1.1.2. Golf Course Lots: Except for Condominium Units that conform to a plan approved by the Committee, no ranch style Dwelling shall be constructed having less than 1350 square feet of Living Area and no multi-story Dwelling shall be constructed having less than 1600 square feet of Living Area.

Section 5.1.1.3. Lakeside Lots: Except Condominium Units that conform to a plan approved by the Committee, no ranch style Dwelling shall be constructed having less than 1800 square feet of Living Area and no multi-story Dwelling shall be constructed having less than 2150 square feet of Living Area.

Section 5.1.1.4. Meadowview Lots: The minimum square footage of ranch style and multi-story Dwellings on each lot designated as a "Meadow View Lot" on any plat shall be established by the Committee on a case-by-case basis.

Section 5.1.1.5. Bayview Lots: The minimum square footage of ranch style and multi-story Dwellings on each lot designated as a "Bayview Lot" on any plat shall be established by the Committee on a case-by-case basis.

Section 5.2. Land Use – Condominium Residential. Any portion of the Properties designated for "Condominium Residential" use shall be used only for improvements with Condominium Structures and shall be subject to the restrictions set forth in this Article 5.

Section 5.2.1. Minimum Living Areas. No Condominium Unit shall be constructed having less than 1000 square feet of Living Area, exclusive of porches, terraces, garages, car ports and Dwelling Accessory Buildings.

Section 5.3. Quality of Structures. It is the intention and purpose of these covenants to insure that all Structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the overall development and setting of the area and other Structures within the Development. All Structures shall be constructed in accordance with applicable government building codes and with the standards that may be required by the Committee.

Section 5.4. Determining Square Footage. In determining the amount of square footage contained within a Dwelling, any area which is wholly below ground level or which the Committee, in its discretion, determines is not commonly considered to be a part of the "living area" of the type of Dwelling in question, shall not be taken into consideration.

Section 5.5. Location of Structures on Lot.

Section 5.5.1. Improvements. The Developer deemed that the establishment of standard inflexible building setback lines for location of Structures on individual Lots would be incompatible with the objective of preserving the setting of the Development and preserving and enhancing the features of the Development and visual continuity of the area. Therefore, consistent with setback lines contained in applicable

zoning ordinances, the location of each Structure on a Lot, including driveways and the driveway drainage system, shall be subject to approval in writing by the Committee.

Section 5.5.2. Drainage. No driveways or landscaping shall be allowed on any Lot which would obstruct or interfere with any drainage ditches or swales, and all driveways which cross a drainage ditch or swale shall be subject to the written approval of the Committee. The design and placement of driveways are subject to approval of the Committee, and may require that stormwater runoff occasionally flow across a driveway.

Section 5.6. Nuisances. No noxious or offensive activity shall be carried on, in or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 5.7. Temporary Structures. No trailer, mobile home, recreational vehicle, tent, shack or other Structure, except as otherwise permitted in this Declaration or in any applicable Supplemental Declaration, and no temporary building or Structure of any kind shall be used as a residence, either temporary or permanent. Temporary Structures used during the construction of a Structure shall be on the same Lot as the Structure and the temporary Structures shall be removed upon completion of construction.

Section 5.8. Completion of Construction. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one (1) year from commencement of construction, except that this period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the Owner's control. No Structure shall be deemed completed until installation of approved landscaping.

Section 5.9. Maintenance of Lots. All Lots, including adjacent parkways, whether coupled or unoccupied, and any improvements placed thereon, at all times shall be maintained in the manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to the Lot. Neither the Association nor any of its agents, employees or contractors shall be liable for trespass or any damage which may result from the work.

Section 5.10. Lot Appearance. No Owner shall accumulate or permit the accumulation on his or her Lot of junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles provided therefor and if outside shall be properly screened. Fuel tanks shall be underground or properly shielded. Exterior television and radio antennas and television dishes may be permitted, but only with the prior written approval by the Committee and in accordance with the requirements established by the Committee. All mail boxes located at the street shall be of the design and size specified

by the Committee. All Dwellings shall include an exterior post-mounted yard light of a size and design approved by the Committee.

Section 5.11. Pets. No animals other than un-offensive common domestic household pets such as dogs and cats, shall be kept on any Lot and the animals shall be reasonably confined.

Section 5.12. Home Occupations. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Committee.

Section 5.13. Roadways. The Developer constructed all roadways within the Property and has already or shall dedicate them to the Township. Nonetheless, the owners of the Lots fronting on each cul-de-sac road shall be responsible for all of the costs of snow removal on the cul-de-sac. All snow removal services shall be contracted by the Association. Each Lot owner shall be responsible for a pro-rata share of the costs, determined on the basis of the number of Lots which front on the cul-de-sac in question. In the event that be change of law, judicial decree or otherwise, it becomes the duty of the Township or their successor in government to pay for or provide for snow removal of the cul-de-sacs, then and in that event, the ownership of each cul-de-sac shall revert back to the then owners of the Lots which adjoin the cul-de-sac, shall be subject to a permanent and perpetual easement for the benefit of and appurtenant to each such Lot for the ingress and egress of vehicular or pedestrian traffic on the cul-de-sac, and the Township, or its successor governmental entity, will no longer own the cul-de-sacs and have any further responsibility to maintain such cul-de-sacs.

Section 5.14. Parking. Parking of commercial vehicles, recreational vehicles, trailers, campers, or boats on any Lot or on any adjacent parking area is prohibited. No mobile home or homes shall be permitted on any Lot or Lots except by prior written authorization of Developer. Regular or repeated parking on roadways is prohibited.

Section 5.15. Fences. All property lines shall be kept free and open and no fences, hedges or walls shall be permitted thereon without Committee approval.

Section 5.16. Golf Course Lots. Owners of Lots adjacent to golf course fairways shall permit others to enter their Lots to retrieve golf balls.

Section 5.17. Signs. No person, except the Developer, shall erect or maintain upon any Lot or improvement any sign or advertisement, unless prior approval is obtained from the Committee.

Section 5.18. Docks and Piers. No piers, docks, boathouses, or other improvements for launching, securing, landing, or storing watercraft shall be constructed or installed except at the locations designated in the Plat or designated in writing by the Committee in advance. No dock, pier, boat house, or other similar Structure shall extend into the Lake without the express permission of the Committee, which permission shall constitute a revocable license. All docks or piers shall be of a size, design, and

appearance specified by the Committee. The Developer and the Committee may, from time to time, establish guidelines for the design, maintenance, construction, repair, and use of piers, docks, or other structures altering the lake shore or extending into the Lake, including those located in any common pier easements shown on the plat, and all the guidelines shall be deemed to be incorporated in these Covenants and Restrictions.

Section 5.19. Ditches and Swales. Each Owner shall keep drainage ditches, driveway drainage system, and swales located on his or her Lot and adjacent right of way free and unobstructed and in good repair and shall provide for the installation of the culverts upon his or her Lot as may reasonably be required for proper drainage. In the event that stormwater drainage in the right of way across the front of any lot that utilizes a driveway design and driveway stormwater drainage system other than that which is specifically described in the Subdivision Regulations as adopted on March 23, 1988, by the Road Commissioners of Winnebago County and in effect on the date of execution of the Original Declaration, the owner of the lot shall be responsible for the correction of any drainage problems caused by that design or driveway.

Section 5.20. Re-subdivision of Lots. No Lot may be further subdivided, except by the Developer prior to sale to an end user; provided, however, that with the prior written approval of the Committee, an existing lot may be divided between the Owners of the adjacent lots.

Section 5.21. Drilling and Mining. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.

Section 5.22. Easements Reserved with Respect to Lots. Developer reserved for itself, its successors and assigns, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise the easements, as follows:

Section 5.22.1. Utility easements for sewer, water, telephones, drainage, stormwater, electricity, natural gas, and other similar services are as shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for these purposes then a six foot (6') wide strip running along the side and rear Lot lines of Dwelling Lots and the area lying within the front building setback line of any Dwelling Lot is reserved for the installation, repair, replacement, and maintenance of utility facilities, and incidental usage related to it.

Section 5.22.2. The Owner shall not place any Structure on any such easement and shall be responsible for maintaining the easement. Any damages caused by the user of the right to the easement shall be repaired and restored by the user.

Section 5.22.3. Prior to commencement of construction upon any Lot, the Developer, its successors, assigns and licensees, shall have the right to enter upon any Lot for the purpose of removing offensive underbrush or for pest control purposes. No entry shall be deemed a trespass.

Section 5.22.4. No Owner shall have any claim or cause of action, except as provided, against Developer, its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

Section 5.23. Construction Required.

Section 5.23.1. Within two (2) years after the transfer of any Lot by the Developer, the then owner of the Lot shall commence the construction of a Dwelling on the Lot in accordance with the terms of this Declaration. After the commencement of the construction, the owner shall diligently pursue its completion as expeditiously as possible. In the event that the Lot owner fails to commence construction within the two (2) year period required under this paragraph, the Developer shall have the option to repurchase the Lot in question for a purchase price equal to the price at which that Lot was originally sold by the Developer. This option shall be exercisable by a written notice to that effect to the Lot owner within four (4) months after the expiration of the two (2) year period, and if the option is exercised, the purchase price shall be paid in cash within thirty (30) days after the date of exercise.

Section 5.23.2. At the written request of a Lot purchaser, at the time of the sale of any Lot by the Developer, the Developer may extend the two (2) year period provided for in Section 5.23.1 above to accommodate actual and specific construction plans of the Lot purchaser. The Developer shall not, however, be required to extend the two (2) year deadline to permit a Lot purchaser to hold a lot for investment or speculation or under circumstances in which the Lot purchaser does not have bona fide plans to commence construction at a later date.

Section 5.23.3. The Developer shall be entitled to extend the two (2) year period provided for in Section 5.23.1 above at any time, in the Developer's discretion, due to unforeseen changes in circumstances affecting the Lot owner. Such changes may include, for example, matters relating to health, employment, or financial condition.

ARTICLE 6

LAKES AND LAKEFRONT LOTS:

Section 6.1. Ownership of Lakefront Lots. The boundary of any Lot shown on the Plat as being contiguous to the Lake shall be the shoreline as the shoreline would be if the water level in the Lake were at the normal pool elevation.

Section 6.2. Limitations of Water Rights. No Owner of a Lot contiguous to a lake or stream shall have rights with respect to the lake or stream, the land under it, the water in it, or its or their elevation, use or conditions, nor shall the Owner have any riparian rights incident or appurtenant to the Lot. No person shall acquire title to any land in the Properties by accretion, reliction, submergence or changing water levels. No Owner of

a Lot contiguous to a lake or stream shall alter the grade of the Lot or construct any improvements on the Lot which will adversely affect any other Lot or parcel due to storm water or other fluctuations in the water level in the lake or stream.

Section 6.3. Right to Remove Accretions. Developer or the Association shall have the right at any time to dredge or otherwise remove any accretion or deposit from the lakefront Lot in order that the shoreline of the Lake to which the Lot is contiguous may be moved inland toward or to the Reference Shoreline which is reflected in the Schedule of Shoreline Coordinate Geometry that forms a part of the Plat.

Section 6.4. Responsibility for Damages. Neither Developer nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any lake or stream. If the size or configuration of any Lot contiguous to the Lake is materially altered as a result of erosion, washing, or other action of the water, the Owner of the Lot shall be entitled to petition the Association for authority to restore the shoreline to or toward the Reference Shoreline as established after the completed initial poolings of the lake. Any such petition shall be in writing and shall describe the work to be performed, the impact, if any, which the change on the shoreline will have on other Lots. All designs or plans for shoreline restoration shall be prepared or approved by an engineer acceptable to the Association. The Association will approve any such petitions if it reasonably determines that there will be no adverse impact on the Lake or other Lot Owners. All such shoreline restoration shall be at the expense of the Owner of the Lot in question.

Section 6.5. Right to Change Level of Lake. Developer or the Association shall have the right to raise and lower the water level of the Lake in the Properties; provided, however, that the right shall not permit raising the water level over one (1) vertical foot above the normal pool elevation of the Lake.

Section 6.6. Lake Use.

Section 6.6.1. Prohibitions. No motorized boats having greater than ten (10) horsepower, and no "jet-skis" or similar devices shall be allowed on the Lake.

Section 6.6.2. Regulations. The Developer or the Association may, from time to time, establish regulations governing the use of the Lake for swimming, fishing, boating, or other purposes and the size of boats or other watercraft permitted.

Section 6.6.3. Assumption of Risk. Each Lot Owner agrees to indemnify the Developer and the Association against and hold them harmless from any and all liabilities, claims, or demands (including defense costs and attorneys' fees) for personal injury, death, or property damage arising out of the design, maintenance, or presence of the Lake or its use by the Lot Owner or his or her family members, guests, invitees, or licensees.

ARTICLE 7

WATER SERVICES AND SEWAGE DISPOSAL SERVICES:

Section 7.1. Water Utility. Subject to approval of the appropriate governmental agencies, Developer intended to construct a waterworks system on the Properties. Developer intended that the waterworks system shall be owned and operated by a Privately Owned Public Utility (Water Utility) authorized by a Certificate of Public Convenience and Necessity (CPCN) issued by the Illinois Commerce Commission or any successor regulatory body in the State of Illinois (ICC) in accordance with the provisions of the Illinois Public Utilities Act of 1921, as now or hereafter amended, revised or superseded (220 ILCS 5/1-101, et. Seq.), to acquire, maintain and/or operate a waterworks system and conduct a public utility business in the area occupying the Properties.

Section 7.1.1. Water Availability Charge. Prior to the receipt of the CPCN, the Developer intended that water service will be provided to the Owners of Lots on a mutual basis by a Mutual Association which may be the Association. During this period, the Owner of each Lot agrees to pay to the Mutual Association, its successors, assignees, lessees and/or licensees, a monthly availability charge (Water Availability Charge) initially established in the amount of Ten dollars (\$10.00) for unimproved Lots and Twenty-five dollars (\$25.00) for improved Lots and Condominium Units for water service commencing upon availability of a water main at the Lot and continuing thereafter as long as water is available for use, whether or not the Lot is connected to the main, whether the Owner actually uses or takes water, and irrespective of the quantity of water used by the Owner. Until the Water Utility receives the CPCN, the Water Availability Charge shall and will be charged for each Lot or Condominium Unit of each Owner and will be the only charges for water except as otherwise provided in this Declaration.

Section 7.1.2. Change in Water Availability Charge. The Mutual Association shall be entitled to increase the Water Availability Charge on an annual basis in each calendar year after December 31, 1997, by up to five percent (5%) of the charge applicable in the preceding year. In the event that the Mutual Association determines to increase the Water Availability Charge, the Developer shall provide each Lot owner, the Developer, and the Association with not less than thirty (30) days written notice of the amount of the increase.

Section 7.1.3. After the receipt of the CPCN, the charges for water service, the times and methods of payment, and other matters shall be those provided in the Tariffs and Rate Schedules approved by the ICC in accordance with law. The applicable Tariffs and Rate Schedules may provide for the metering of water usage and for charges based, in whole or in part, by water usage. After the receipt of the CPCN, the Mutual Association may continue to assess each unimproved Lot a Water Availability Charge in accordance with Section 7.1.1 if such a charge is permitted by law.

Section 7.1.4. Upon any Owner making a written request and paying the Mutual Association a Connection Fee equal to three hundred dollars (\$300.00), the Owner shall be entitled to install a connection to the water distribution system at the Owner's Lot line. The connection shall include a meter specified and provided by the Mutual Association.

Section 7.1.5. The amount of Water Availability Charges and other charges are subject to change by order of the ICC or otherwise in accordance with then existing law, and the structure of the Water Availability Charges is subject to change by the appropriate entity from availability type rates to another type of rate or rates if such a change is required by law.

Section 7.1.6. Unpaid charges shall become a lien upon the Lot or Lots to which they are applicable as the date the same became due. Nothing in this Article shall be construed as a limitation on the rights of the Water Utility to sell and assign its property and assets to any other corporation or business, to an Illinois municipal corporation or to a governmental subdivision of the State of Illinois all in accordance with applicable law and regulation.

Section 7.1.7. All Dwellings shall be constructed with an external meter of a type and design specified by the Mutual Association or, after the receipt of the CPCN, by the Water Utility.

Section 7.2. Sewer Utility. Subject to the approval of the appropriate governmental agencies, Developer further intended to construct a sewage disposal system within the Properties. Developer intended that the sewage disposal system shall be owned and operated by a Privately Owned Public Utility (Sewer Utility) authorized by a CPCN issued by the ICC in accordance with the Illinois Public Utilities Act of 1921, as now or hereafter amended, revised or superseded (220 ILCS 5/1-101 et seq.), to acquire, maintain and/or operate a sewage disposal system and conduct a public utility business in the area occupying the Properties.

Section 7.2.1. Sewer Availability Charge. Prior to the receipt of the CPCN, the Developer intended that sewer service will be provided to the Owners of Lots on a mutual basis by a Mutual Association which may be the Association. During this period, the Owner of each Lot agrees to pay to the Mutual Association, its successors or assigns, lessees and/or licensees a monthly availability charge (Sewer Availability Charge) initially established in the amount of Ten dollars (\$10.00) for unimproved Lots and Twenty-five dollars (\$25.00) for improved Lots and Condominium Units for sewage disposal and treatment and the availability of a sewage collection main as long as a sewage collection main is available for use at the Lot, irrespective of whether a connection is made to the main or whether the main is used for the Lot. Until the Sewer Utility receives the CPCN, the Sewer Availability Charge shall be charged for each Lot or Condominium Unit of each Owner and will be the only charge for sewage disposal and treatment except as otherwise provided in this Declaration.

Section 7.2.2. Change in Sewer Availability Charge. The Mutual Association shall be entitled to increase the Sewer Availability Charge on an annual basis in each calendar year after December 31, 1997, by up to five percent (5%) of the charge applicable in the preceding year. In the event that the Mutual Association determines to increase the Sewer Availability Charge, the Mutual Association shall provide each lot owner, Developer, and the Association with not less than thirty (30) days written notice of the amount of the increase.

Section 7.2.3. After the receipt of the CPCN, the charges for sewer service, the times and methods of payment, and other matters shall be those provided in the Tariffs and Rate Schedules approved by the ICC in accordance with law. The applicable Tariffs and Rate Schedules may provide for the metering of water usage as a basis for the sewer service charge, and for charges based, in whole or in part, by water usage. After the receipt of the CPCN, the Mutual Association may continue to assess each unimproved Lot a Sewer Availability Charge in accordance with Section 7.2.1 if such a charge is permitted by law.

Section 7.2.4. Upon any Owner making a written request and paying the Mutual Association a Connection Fee equal to three hundred dollars (\$300.00), the Owner shall be entitled to install a connection to the sewage collection main at the Owner's Lot line. All sewer lines and appliances necessary on the Lot shall be installed, repaired and replaced at the sole expense of the Owner under supervision and with approval of designated agents of the Mutual Association or the Sewer Utility.

Section 7.2.5. The amount of Sewer Availability Charges and other charges are subject to change by order of the ICC in accordance with then existing law, and the structure of the Sewer Availability Charges is subject to change by the Mutual Association from availability type rates to another type of rate or rates if such a change is required by law.

Section 7.2.6. Unpaid charges shall become a lien upon the Lot or Lots to which they are applicable as of the date they became due. Nothing in this Section shall be construed as a limitation on the rights of the Mutual Association or the Sewer Utility to sell and assign its property and assets to another corporation or business, an Illinois municipal corporation or to a governmental subdivision of the State of Illinois in accordance with applicable law and regulation.

Section 7.3. Assessments. All Water Availability Charges and Sewer Availability Charges payable to the Mutual Association in accordance with the terms of this Declaration shall be Assessments which are encompassed by the provisions of Article 10 below.

Section 7.4. School District Developer's Fee. At the time of payment of the water and sewer connection fees, each lot owner was required to pay or shall also pay the Pecatonica Community Unit School District Fee according to Exhibit B. The fee is

based on the number of bedrooms in the structure, determined by the number of bedrooms indicated on the building permit.

ARTICLE 8

THE COMMON PROPERTIES; RIGHTS, OBLIGATIONS AND RESERVATIONS:

Section 8.1. Member's Easements of Enjoyment. Subject to the provisions of this Article 8, every Member shall have the nonexclusive right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with the title to every Lot or Condominium Unit.

Section 8.2. Obligation of the Association with Respect to Common Properties. The Association, for itself, its successors and assigns, covenanted with the Developer as follows:

Section 8.2.1. The Association has already or will accept conveyance of the Common Properties which the Developer is obligated to or may convey to the Association.

Section 8.2.2. The Association will preserve and maintain for the common benefit of its Members, and other users of right, all of the Common Properties which it shall own, shall pay any taxes assessed on them, carry insurance as determined by its Board, and shall keep the same in good condition and appearance.

Section 8.3. Extent of Members Easements. The rights and easements created in this Declaration for the benefit of Association Members and other users shall be subject to the following:

Section 8.3.1. Rights of the Developer, its successors, assigns, licensees and sub-licensees as reserved in this Declaration.

Section 8.3.2. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties, and in addition, to mortgage the Common Properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to the right, after taking possession of the Common Properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary, to open the enjoyment of the Common Properties to a wider public until the mortgage debt is satisfied, after which the possession of the Common Properties shall be returned to the Association and all Members' rights fully restored.

Section 8.3.3. The right of the Association to take the steps as are reasonably necessary to protect the Common Properties against foreclosures.

Section 8.3.4. The right of the Association, as provided in its Articles of Incorporation and By-Laws, to make reasonable rules and regulations with respect to the use of the Common Properties and to suspend enjoyment rights of any Member for any period during which any assessment against the Member remains unpaid, and for any period not to exceed thirty (30) days, for any infraction of its published rules and regulations.

Section 8.3.5. Except as otherwise provided in this Declaration, the right of the Association to charge reasonable admission and other fees for the use of the Common Properties where the use results in an added expense to the Association and added benefits to the using Members.

Section 8.3.6. The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority or utility, subject to the conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless approved by appropriate vote of Members of the Association as provided in its Articles of Incorporation with respect to dissolution.

Section 8.4. Rights and Easements Reserved by Developer. The Developer for itself, its successors and assigns, reserved the following rights and easements in and with respect to Common Properties transferred to the Association:

Section 8.4.1. An easement is reserved over all open areas conveyed to the Association pursuant to this Declaration, to install, lay, construct, renew, operate and maintain utility lines and conduits and underground or overhead poles and equipment, and Structures and devices relating to utility services for the purpose of serving the Properties with telephone, electricity, water, audio/video cable, sewer service and other utility services; and Developer, its successors and assigns, through authorized representatives, may enter upon the areas at all times for any such purposes, and cut down and remove any trees or bushes that interfere or threaten interference with any such right of use.

Section 8.4.2. An easement is reserved for surface drainage over any open areas.

Section 8.4.3. The Developer reserved for itself, its successors, assigns, licensees and sub-licensees the non-exclusive use, in common with Members, of the open areas (including lakes) for recreational purposes.

Section 8.4.4. The Developer reserved for itself, its successors and assigns, the right from time to time to construct additional recreational facilities and Structures upon any of the open areas which are Common Properties, and at sites selected by Developer, which additional facilities upon completion will be a part of the Common Properties.

Section 8.4.5. Agents, representatives and licensees of the Developer shall have the right at all times to enter upon the open areas for the purpose of exercising any of the reserved rights, and that no entry shall constitute trespass, provided that entry shall not interfere unreasonably with the use and enjoyment of the Common Properties by the Members, except as restricted in this Declaration.

Section 8.4.6. The Developer, its successors and assigns, by its agents and representatives, reserved the right in connection with the sale by the Developer of any Lot or any part of the Properties, at all times to bring prospective customers upon any and all of the Common Properties, except the exercise of the right shall not unreasonably interfere with the use of the Common Properties by Members.

Section 8.4.7. Shoreline Maintenance. An easement upon and within a fifteen (15) foot wide strip running along the inside of all Lot lines coincident with the shoreline of any lake or watercourse in the Properties for the purpose of shoreline maintenance.

Section 8.4.8. Slope of Drainage. A thirty (30) foot wide easement running along the inside of all Lot lines coincident with street right-of-way lines for the purpose of cutting, filling, drainage and maintenance of slopes and drainage courses. Developer and its licensees further reserved the right to cause or permit drainage of surface water over and/or through all Lots.

Section 8.4.9. Flooding Easement. A flowage and flooding easement is established which lies along the shoreline of any lake or stream within the building set-back line for the Lot on that shoreline as set forth in this Declaration.

Section 8.4.10. Private Streets. An easement on, over and under all streets in the Properties for the purpose of installing, maintaining and operating utilities on or under the street; for the purpose of drainage control; for access to any Lot or Parcel; and in the case of streets which have not been dedicated to and accepted by the appropriate governmental body, for purposes of maintenance of the streets.

Section 8.4.11. Other Easements. Any other easements shown on the Plat.

Section 8.4.12. Use of and Maintenance by Owners. The areas of any Lots affected by the easements reserved in this Declaration shall be maintained continuously by the Owner of the Lot. No Structures or other improvements which may damage or interfere with the use of the easements for their intended purpose shall be permitted on any Lot. With the prior approval of the Committee, plantings and landscaping improvements may be permitted within the easement areas, and all such improvements shall be maintained by the Lot Owner except those for which a public authority or utility company is responsible.

Section 8.4.13. Liability for Use of Easements. No Owner shall have any claim or cause or action against Developer or its licensees arising out of the exercise or

non-exercise of any easement reserved hereunder or shown on the Plat except in cases of willful or wanton misconduct.

Section 8.4.14. Vehicles. No "All Terrain Vehicles" or similar devices shall be permitted on any of the Common Properties or on any Lots. No snowmobiles shall be allowed on any Common Properties or on any Lots except in areas specifically designated by the Developer or the Association for their use.

ARTICLE 9

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 9.1. Membership. With the exception of the Developer, every person or entity who becomes an Owner of any Lot or Condominium Unit subject to the provisions of this Declaration and which is subject to assessment by the Association automatically shall be a Member of the Association by acceptance of a Deed of Conveyance or by entering into a contract for purchase of the Lot or Condominium Unit, provided that any the person or entity who holds the interest merely as security for the performance of an obligation shall not be a Member.

Section 9.2. Voting Rights. The Association shall have one (1) class of Members who shall be the persons or entities as provided in Section 9.1. Each Member shall be entitled to one (1) vote in matters properly coming before the Members of the Association. In addition, each association of the owners of condominium units in the Properties shall be an "ex officio" non-voting Member.

Section 9.3. Board of Directors. The day to day operations of the Association shall be the responsibility of a board of directors (the "Board"), consisting of Voting Members. The Board shall be selected and serve in accordance with the By-Laws. The number, powers, duties, responsibilities and manner of acting of the Board shall be as described in the By-Laws.

ARTICLE 10

COVENANT FOR ASSESSMENTS

Section 10.1. Purpose of Assessments.

Section 10.1.1. Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Properties, and to providing services and facilities related to all or any of the foregoing matters, and of the Members, including, but not limited to, discharge of the obligations of the Association as imposed by this Declaration, payment of taxes, if any, upon the Common Properties and repair, replacement and additions to them, payment

for any services provided to Members with respect to the foregoing matters, and for the cost of labor, equipment, insurance, materials, management and supervision.

Section 10.1.2. Collection and Recycling Assessments. The collection and recycling assessments levied by the Association shall be used exclusively for the purpose of paying or providing for the collection, hauling, disposal and/or recycling of garbage and refuse generated by the Owners.

Section 10.1.3. Special Assessments. The Association may impose special assessments on all or less than all of the lots. Special assessments for private roadways owned, operated, and/or maintained by the Association shall be levied on the lots that adjoin the private roadway. The Association may levy a special assessment with approval of two-thirds (2/3) of the votes of the Members entitled to vote at a meeting called for this purpose; provided, however, that no special assessment may be imposed on less than all of the lots unless it is approved by the Owners of two-thirds (2/3) of the lots which will be subject to the assessment. Written notice of the meeting shall be sent to all Members at least ten (10) and not more than sixty (60) days in advance of the meeting and shall indicate the purpose of the meeting. When the Association levies a special assessment of less than all of the lots, the assessment shall be apportioned pro rata on a square foot basis among the lots adjacent to the area that will benefit from the assessment. All special assessments shall be payable as provided in Section 10.2. If any special assessment is not paid when due, the assessment shall be deemed to be delinquent. The Association may take actions established in Section 10.3 and 10.4 to recover the delinquent special assessments.

Section 10.1.4. Neighborhood Assessments. The Neighborhood Assessments levied by the Association shall be used exclusively for the purpose of providing or paying for expenses benefiting only Lots or Condominium Units located within a given Neighborhood.

Section 10.2. Amount of Assessments, Change in Amount and Date of Commencement. The annual assessment for each year, commencing with the assessment made with respect to the calendar year 1996 shall not be less than \$50.00. No assessment shall be made with respect to any period prior to 1996. All assessments shall be payable in equal quarterly installments with the first installment for any year due and payable on January 1st of the year. The Board of Directors of the Association, by resolution adopted in the manner provided in the By-Laws may increase the amount of the annual assessment for any future year, except that the amount of the increase for any year shall not exceed fifteen percent (15%) of the annual assessment for the preceding annual period unless an annual assessment of a greater amount for the year shall have been approved by vote of the Members as provided in the By-Laws of the Association.

Section 10.3. Effect of Nonpayment of Assessment; the Lien; Personal Obligation of the Owner. If any assessment is not paid on the date when due, the assessment shall become delinquent and from and after the time when the Association shall have filed against the delinquent property with the Winnebago County Recorder's Office, or its

successor, an appropriate instrument setting forth the delinquency, the assessment, together with interest thereon, cost of collection as hereinafter provided, attorney's fees, and a late fee not exceeding seventy-five dollars (\$75.00) shall become a continuing lien upon the property against which the assessments are made and shall bind the property in the hands of the then Owner, his or her heirs, representatives, successors and assigns. The personal obligation of the Owner at the time the assessment becomes delinquent to pay the assessment shall remain his or her personal obligation for the statutory period and shall not pass to his or her successors in title unless expressly assumed by them.

Section 10.4 Interest; Remedies of the Association. Delinquent assessments shall bear interest at the rate of eight percent (8%) per annum from the date of delinquency. The Association may bring either an action at law against the person personally obligated to pay the same, or to foreclose the lien against the property and there shall be added to the amount of the assessment the costs of preparing and filing the complaint in the action, and in the event a judgment is obtained, the judgment shall include interest as provided and reasonable attorneys' fees to be fixed by the court, together with the costs of the action.

Section 10.5. Exempt Property. Notwithstanding the foregoing, no assessments, charges or liens shall be assessed with respect to Lots owned by the Developer (except Lots subject to purchase contracts).

Section 10.6. Proof of Payment. At the request of any Lot Owner, the Association shall furnish the Owner with a certificate in writing signed by an officer of the Association setting forth the status of the assessments which have been made with respect to the Owner's property. The certificate shall be conclusive evidence with respect to the matters certified. The Association may impose a service charge of not more than twenty-five dollars (\$25.00) for the issuance of a certificate in accordance with this Section.

ARTICLE 11

GENERAL PROVISIONS

Section 11.1. Reserved Areas. Developer may retain ownership of certain Parcels within the Properties for use for commercial purposes. Developer reserved the right and privilege to develop the Parcels for the commercial purposes as it may deem appropriate and compatible with the development. It further reserved the right to conduct all commercial enterprises of any type or kind whatsoever which may at any time be lawfully conducted within the development. These rights may be exercised by Developer or assigned by it to whomever it may see fit. At the sole election of Developer, these rights have already been or may be assigned to the Association at any time upon the terms and conditions as Developer may deem appropriate at the time of assignment, but unless the Association acting through its Board shall otherwise agree, the assignment shall be without cost to the Association and shall be free and clear of all

liens and encumbrances (other than liens for taxes), but subject to the easements, right-of-way and restrictions as then appear of record. Any assignment of these rights, whether to the Association or otherwise, may be of all or part of the rights and may include transfer or conveyance of some or all of the Parcels.

Section 11.1.1. Developer reserved for itself, its agents, employees, customers, patrons, guests, successors, and assigns, full rights of access across all Common Area required to implement this reservation. By reservation of these rights, Developer assumed no affirmative duties to establish or maintain any commercial enterprise whatsoever.

Section 11.2. Duration. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owners of any land subject to this Declaration, their respective legal representative, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded agreeing to change said covenants and restrictions in whole or in part; provided, however, that no agreement of change shall be effective unless made and recorded one (1) year in advance of the effective date of the change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 11.3. Notices. Unless otherwise provided by law, 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 delivered by one of the following methods:

- i) Mailed to the Owner's last known address as provided by such Owner to the Board, or if no such address has been provided then mailed to such Owner's Lot or Condominium Unit;
- ii) Personally delivered to such Owner;
- iii) Posted in an Association publication that is routinely mailed to all Owners; or
- iv) Transmitted to an Owner via electronic transmission; provided, however, that prior to the sending of such a notice via electronic transmission, an Owner must consent, in writing, to receive notices via electronic transmission. For purposes of this paragraph, the term "electronic transmission" shall have the same meaning as provided for that term in the Act.

Section 11.4. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction. The action may be either to restrain violation or to recover damage, or against the land, to enforce any lien created by these covenants. Failure by the Association or any Owner to enforce any covenant or restriction set forth in this Declaration in no event shall be deemed a waiver of the right to do so thereafter.

Section 11.5. Local Governmental Agreements. Except by the agreement of the governmental entity in question, the Developer, Lot Owner or Association may not modify any provision applicable to any governmental agency.

Section 11.6. Modification. If the Developer is the Owner of fifty percent (50%) or more of the tentatively platted lots in the Development, by a recorded Supplemental Declaration, the Developer may modify any of the provisions of this Declaration or any Supplemental Declaration for the purposes of clarification or otherwise. If the Developer is not the Owner of a least fifty percent (50%) of the tentatively platted lots in the Development, then this Declaration and any Supplemental Declaration may be modified by the vote or written consent of the Owners of two-thirds (2/3) of the tentatively platted lots in the Development. Notwithstanding the preceding provisions of this Section, no such modification shall change the purpose or nature of the Development from that described in Article 1 of this Declaration, and no modification shall materially adversely affect any then existing obligations of any Lot Owner under the Declaration or any Supplemental Declaration or any approval or consent which has previously been granted to any Lot Owner.

Section 11.7. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

Section 11.8. Time of the Essence. Time is of the essence with regard to all provisions of this Declaration.

Section 11.9. Fidelity Insurance

- (a) The Association shall obtain and maintain fidelity insurance covering all persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. The costs of such insurance shall be an Association expense.
- (b) All management companies, if any, that are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time.

END OF TEXT OF DECLARATION

This instrument was prepared by:

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

STATE OF ILLINOIS)
) SS
COUNTY OF WINNEBAGO)

We, the undersigned, hereby certify that we are the duly elected, qualified and acting President and Secretary of the Board of Directors of Westlake Village Master Homeowners Association, Inc., and that the attached is a true, correct, and accurate copy of the Second Amended and Restated Declaration of Covenants and Restrictions for Westlake Village Master Homeowners Association and Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc., attached hereto as Exhibit "B", and that said documents were approved by at least two-thirds (2/3) of the directors on the Board of Directors of Westlake Village Master Homeowners Association, Inc. at a Board meeting.

EXECUTED this _____ day of _____, 20____.

Printed Name

Signature, as President of the Board of Directors of Westlake Village Master Homeowners Association, Inc.

Printed Name

Signature, as Secretary of the Board of Directors of Westlake Village Master Homeowners Association, Inc.

I, _____, a Notary Public, hereby certify that on the above date, the above members of the Board of Directors of Westlake Village Master Homeowners Association, Inc., which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

EXHIBIT "A"
LEGAL DESCRIPTION OF PREMISES

EXHIBIT "B"

Amended and Restated By-Laws of the Westlake Village Master Homeowners Association, Inc.

ARTICLE I

Members (Lot Owners)

Section 1. There shall be one (1) class of membership of the Association and the Members shall consist of the Owners of the Property as further detailed in Section 9.1 of the Declaration.

Section 2. Each Member shall be entitled to one (1) vote in the affairs of the Association. There shall be one (1) person with respect to each Lot Ownership who shall be entitled to vote at any meeting of the Owners. Such person shall be known (and hereinafter referred to) as "voting member". Such voting member may be the Owner or one of the group composed of all the Owners of a Lot Ownership, or may be some person, designated by such Owner or Owners to act as proxy on his, her or their behalf and who must be a Lot Owner. No person may act as proxy for more than five (5) shares. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the voting members (those constituting a group acting as a single voting member) and may vote or take any other action as a voting member either in person, or by proxy. However, a voting member or his or her proxy shall not be entitled to vote or considered for purposes of a quorum if he or she is delinquent in his or her assessment. Declarant shall be the voting member with respect to any Lot Ownership owned by the Declarant. When thirty percent (30%) or fewer of the lot ownership, by number possesses over fifty percent (50%) in the aggregate of the votes in the Association, any percentage vote of members specified herein or in the Declaration shall require the specified percentage by numbers of Lot Owners. Voting Trusts are prohibited.

Section 3. Meetings of the voting members shall be held at the Properties or at such other place in Winnebago County as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of the voting members having twenty percent (20%) of the total votes shall constitute a quorum, except as noted in Section 2 above. Unless otherwise expressly provided herein, or in the Declaration, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of more than fifty percent (50%) of the members represented at such meeting, except that the affirmative vote of not less than sixty-six and two-thirds percent (66 2/3%) of the votes of voting members at a meeting shall be necessary to approve a merger or consolidation of the Association, a sale, lease, exchange, mortgage, pledge or other disposition of all or substantially all of the property

and assets of the Association, and the purchase or sale of land or of Condominium Units on behalf of all Lot Owners.

Section 3(a). The members shall hold an annual meeting on the second Monday of August of each year, at 7:30p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the voting members not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting.

Section 3(b). Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of the Declaration, require the approval of all or some of the voting members, or for any other reasonable purpose, including special assessments. Said meetings shall be called by written notice, authorized by a majority of the Board or by the President, or by the voting members having twenty percent (20%) of the total votes, and delivered not less than ten (10) days nor more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

Section 3(c). Notices of meeting required to be given herein may be delivered via one of the methods provided in Section 11.3 of the Declaration.

Section 3(d). Each Owner shall receive notice, in the same manner as provided for membership meetings, of any meeting of the Board concerning the adoption of the proposed annual budget, or any increase, or establishment of any assessment, which notice shall be provided to the Owner not less than ten (10) nor more than sixty (60) days prior to such meeting.

Section 3(e).

(i) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, then the Association, upon written petition signed by Members with at least twenty percent (20%) of the total votes in the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Members to be held within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment. Unless a majority of the total votes of the Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(ii) Provided, however, that separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of Subsection (i) or (iii) of this Section. As used in this Section, "emergency" means a danger to or a compromise of the structural integrity of the Common Properties or any of the common facilities of the Association or a danger to the life, health or safety of the Membership.

(c) Provided further, however, that any assessments for additions and alterations to the Common Properties or other Association owned property that are not included in the adopted annual budget shall be separately assessed and are subject to the approval of a majority of the total Members at a meeting called for that purpose.

Section 3(f). In the event of a resale of a Unit or Lot, the purchaser of such Unit or Lot from a Seller other than the Developer pursuant to an installment contract for purchase as defined by the Act shall, during such time as he or she resides in the Unit or Lot (i) be counted toward a quorum for purposes of election of the Board at any meeting of the Owners called for purposes of electing members of the Board; (ii) have the right to vote for the election of members of the Board; and (iii) have the right to be elected to and serve on the Board, unless the Seller of said Unit or Lot retains in writing any or all such rights. In no event shall the Seller and the Purchaser both be counted toward a quorum, be permitted to vote for a particular office or be elected and serve on the Board. Satisfactory evidence of the installment contract shall be made to the Association or the Board by the Seller within ten (10) days of its execution.

Section 4. Where there is an act requiring the vote of the voting members, such election or vote on such proposed action may be conducted by mail via an Association-issued ballot in such manner as the Board shall determine and/or may be conducted by any electronic or acceptable technological means as further provided in the Act.

ARTICLE II

Board of Directors

Section 1. The affairs of the corporation shall be managed by its Board.

Section 2.

(a) As of the Annual Meeting in 2011, the number of Board of Directors to be elected shall be five (5) and the terms of each elected Board of Directors shall be two (2) years, provided that at the Annual Meeting held in 2011, the two (2) lowest vote recipients were only elected to serve one (1) year to accommodate staggering terms. Each Director shall hold office until his or her successor shall have been elected and qualified. Except for the Directors named in the articles of incorporation, only a Member of the Association may be a Director on the Board. In the event that a Member is a corporation, partnership, trust, or other legal entity other than a natural person or persons, then any shareholder, officer or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity, may be eligible to serve as a Director. A majority of the total number of members of the Board shall constitute a quorum.

(b) The voting members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board, or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least

one-third (1/3) of the persons on the Board shall expire annually. Members of the Board shall be elected by a plurality of the voting members present at the annual meeting.

(c) If at any time the number of voting members is less than three (3), the Board shall consist of all existing voting members, notwithstanding any provisions in this Section to the contrary.

(d) No member of the Board or officer shall be elected for a term of more than two (2) years, but officers and members of the Board may succeed themselves. A candidate for election to the Board, or his or her representative, shall have the right to be present at the counting of the ballots.

(e) Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total vote. Vacancies on the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by appointment by a two-thirds (2/3) vote of the Board until an election by the voting members present at the next annual meeting or at a special meeting of the voting members called for such purpose. A meeting of the Owners for the purposes of filling a vacancy on the Board shall be called not later than 30 days after filing of a written petition by Owners with at least twenty percent (20%) of the total votes in the Association requesting such a meeting. Except as otherwise provided in the By-Laws, the Properties shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt, provided that all meetings shall be open to all Owners and their proxies, except as otherwise stated herein, and that the Board shall meet at least once each quarter of the fiscal year.

Section 3. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of Members. The Board may provide by regulations which the Board may, from time to time, adopt, the time and place for the holding of additional regular meetings of the Board. Inclusive of the annual meeting, the Board shall meet at least four (4) times annually.

Section 4. Special meetings of the Board may be called by or at the request of the President or twenty-five percent (25%) of the Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meetings of the Board called by them.

Section 5. Each year the Board shall elect from its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board; a Secretary who shall keep the minutes of all meetings of the Board and of the voting members, who shall give and receive notices on behalf of the Board, who shall execute amendments to the Association instruments, who shall, in general, perform all the duties incident of the office of the Secretary; and a Treasurer who shall keep the financial records and books of account; and such

additional officers as the Board shall see fit to elect. Each officer shall have the general powers usually vested in such officer of a not-for-profit corporation; shall serve until his or her successor shall have been elected and qualified; and shall receive no compensation for his or her services unless expressly provided for in a unanimous resolution duly adopted by the voting members.

Section 6. Any Board member may be removed from office at any annual or special meeting called for that purpose by affirmative vote of the voting members having two-thirds (2/3) of the total votes. A successor to fill the unexpired term of the Board member may be elected by the voting members at the same meeting or any subsequent meeting called for that purpose.

Section 7. The meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or may meet separately from a noticed meeting to: (i) discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) discuss third party contracts or information regarding appointment, employment, engagement or dismissal of an employee, independent contractor, agent, or other provider of goods and services; (iii) interview a potential employee, independent contractor, agent or other provider of goods and services; (iv) discuss violations of rules and regulations of the Association; (v) discuss a Lot or Unit Owner's unpaid share of common expenses; or (vi) consult with the Association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof which is open to any Owner.

Any Owner may record the proceedings at meetings or portions thereof which are required to be open by these By-Laws and the Act, by tape, film or other means, subject to the right of the Board to prescribe reasonable rules and regulations to govern the right to make such recordings. Notice of Board meetings shall be provided to Owners at least forty-eight (48) hours prior to the scheduled meeting time via one of the methods outlined in Section 11.3 of the Declaration or shall be posted in entranceways or other conspicuous places on the Properties to be designated by the Board.

Section 8. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or agent of the Board and in such a manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary of the Board.

Section 9. The Board shall have the following additional powers and duties:

- (a) To engage the services of a manager or managing agent who shall manage and operate the Common Properties for all of the Owners upon such terms and with such authority as the Board may approve;

- (b) To formulate policies for the administration, management, and operation of the Properties;
- (c) To adopt a bank resolution and to designate at least two (2) signatories;
- (d) To adopt rules and regulations, with written notice thereof to all Owners governing the administration, management, maintenance, operation, use, conservation and beautification of the Properties and for the health, comfort, safety and general welfare of the Owners, and to amend such rules and regulations from time to time;
- (e) To provide for any construction, alteration, installation, maintenance, repair, painting, and replacement for which the Board is responsible under the Declaration and By-Laws and for such purposes to enter and to authorize entry into any Unit of Limited Common Elements, causing as little inconvenience to the Lot or Unit Owners as practicable and repairing any damage caused by any such entry at the expense of the maintenance fund;
- (f) To provide for the designation, hiring, and removal of employees and other personnel, including lawyers and accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Properties, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be employees of the managing agent);
- (g) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners and their respective shares of such estimated expenses as hereinafter provided;
- (h) To pay out of the maintenance fund hereinafter provided for, the following:
 - (i) Waste, removal, electricity and other necessary utility services for the Common Properties and (if not separately metered or charged) for the Units.
 - (ii) The service of a manager or managing agent or any other person or firm employed by the Board.
 - (iii) Payment for maintenance, repair and replacement of the Common Elements.
- (i) To bid for the purchase of any Lot or Unit Ownership at a sale pursuant to a mortgage foreclosure, or a foreclosure of the lien for Common Expenses under the Act, or at a sale pursuant to an order for direction of a court, or

other involuntary sale, upon the consent or approval of Owners having not less than sixty-six and two-thirds percent (66 2/3%) of the total votes in the Association;

- (j) To comply with the instructions of the Owners having two-thirds (2/3) of the total vote, as expressed in a resolution duly adopted at any annual or special meeting of the Owners subject to the Declaration, these By-Laws, the Act or other laws of the State of Illinois;
- (k) To exercise all other powers and duties of the Board or Owners as a group referred to in the Declaration, these By-Laws, the Act, or the General Not-For-Profit Corporation Act of the State of Illinois;
- (l) To delegate any specific power of an officer to any other officer or impose such limitations or restrictions upon the powers of any officer.

Section 10. The Board shall not approve any capital expenditure in excess of ten thousand dollars (\$10,000.00) nor enter into any contracts having a term of more than two (2) years without the unanimous approval of the Owners.

Section 11. A portion of each Board meeting shall be reserved for comments by Owners in attendance at such meeting. Provided, however, that the duration and meeting order for such Owner comment period is within the sole discretion of the Board.

ARTICLE III

Assessments

Section 1. Each calendar year the Board shall prepare a proposed annual budget, and shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements.

At least thirty (30) and not more than sixty (60) days prior to the meeting of the Board at which it proposes to adopt said budget, the Board shall provide each Owner with a copy of the proposed budget. The annual budget shall also take into account the estimated net available cash income for the year from the operation or use of the Common Properties. Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's pro rata ownership of Lots. Each Condominium Unit Owner shall pay the cost of operating, using and maintaining his or her Limited Common Elements, as more fully described in the Condominium Declaration. On or before the first of each and every month following the adoption and effective date of the budget, each Owner shall be obligated to pay to the Board or as it may direct, 1 ½ of the assessment made pursuant to this paragraph. At least thirty (30) days prior to the meeting of the Board at which it proposes to adopt said budget, the Board shall also

supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amount collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited toward the budget for the next year, and any net shortage shall be charged in a lump sum to each Owner according to each Lot or Unit Owner's pro rata of ownership share in the total number of lots.

Section 2. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year shall be charged first against such reserve. If the "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may at any time levy a further special assessment, which shall be assessed to the Owners according to each Lot or Unit Owner's pro rata of ownership share in the total number of lots. The Board shall serve notice of such further assessments on all Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the next monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owner shall be obligated to pay the adjusted monthly amount.

Section 3. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever they shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 4. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Properties, specifying and itemizing the maintenance and repair expenses of the Common Properties and any other expenses incurred, which books of account shall be audited at least annually by a certified public accountant. The Board shall keep a separate account for each Owner showing his or her assessment payments. Such records and vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessment or other charges due and owing from such Owner.

Section 5. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Association may bring suit on behalf of itself and all Owners to enforce collection of the assessments or charges, to enforce the possession remedy provided by law and by the Declaration, or to foreclose the lien therefor. There shall be added to the amount due the costs of suit, and other fees and expenses together with interest and attorneys' fees. To the extent permitted by law, the amount of any delinquent and unpaid charges or assessments and interest, cost and fees as above provided shall be a lien or charge against the property Owner involved, when payable, and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force as provided in the Act or other laws of the State of Illinois.

Section 6. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Properties or abandonment of his or her interest.

Section 7. Any first mortgage or first trust deed made, owned or held by a bank, savings and loan association or insurance company, and recorded prior to the recording or mailing of a notice by the Board of the amount owing by an Owner who has refused or failed to pay his or her share of the monthly assessment when due shall be superior to the lien of such unpaid Common Expenses set forth in said notice and to all assessments for Common Expenses which become due and are unpaid subsequent to the date of recording of such first mortgage or first trust deed; provided, however, that after written notice to the holder of any such mortgage or trust deed, such mortgage or trust deed shall be subject to the lien of unpaid Common Expenses which are due and payable subsequent to the date when such holder takes possession of the property, accepts a conveyance of such property, or has a receiver appointed in a suit to foreclose the lien of such mortgage or trust deed.

Section 8. At the time the sale of each Lot or Unit is closed, the new Owner shall pay to the managing agent, or as otherwise directed by the Board, the first monthly assessment for his or her percentage of the Common Expenses, and an amount equal to three (3) times his or her first full monthly assessment which amount shall be used and applied as an operating reserves and expenses and start-up costs. The amounts so paid by Owners for operating reserves and start-up costs, together with amounts paid from time to time by Owners for monthly assessments and supplemental assessments shall be held and used and applied from time to time for the payment of expenses as needed. All such amounts on hand shall be deemed to be part of the property of the Association.

ARTICLE IV

Condominium Association Relationship

Section 1. With respect to the powers and obligations of the Association under the terms of the Declaration, the condominium association may only exercise those powers

and obligations that are expressly delegated to the condominium association. Where the condominium declaration and condominium by-laws are inconsistent or contradictory with the Declaration or these Bylaws of the Association, the terms of the Declaration or these Bylaws of the Association shall govern except as otherwise expressly provided for by statute. With respect to any matters which affect the Condominium Unit Owners of property in Westlake Village generally, the Association shall exercise the powers and authority reserved to it for the benefit of the Condominium Unit Owners.

Section 2. As provided in the condominium declaration, every Unit Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from the ownership of a Unit.

Section 3. Each Unit Owner, as a Member of the Association, shall be entitled to one (1) vote for each Unit owned by the Member on each matter submitted to a vote of all the Members of the Association. However, where there is more than one (1) owner of a Unit, the co-owners of the Unit shall be entitled to only one (1) vote.

Section 4. The board of directors of the condominium association shall elect one (1) of their members to represent the interests of the Condominium Unit Owner's association at the meetings of the Association. Except as otherwise provided by law, the condominium association shall be represented at the meetings of the Association in an ex officio, non-voting, advisory capacity.

Section 5. The Association shall be responsible for the management, replacement, improvement, and repair of the Common Elements within the property of the condominium association which are a part of the Common Properties of Westlake Village, and the condominium association shall be responsible for the management, replacement, improvement, and repair of the Common and Limited Common Elements of the Westlake Village Condominiums as provided in the condominium declaration.

Section 6. The Association shall levy and collect all Association and condominium association fees and assessments and special assessments on the Unit Owners. Each Unit Owner, by taking title to a condominium parcel, shall be considered to have covenanted and agreed to pay the Association annual assessments of charges as well as special assessments for capital improvements and unforeseen expenses to be collected from time to time by the Association.

Section 7. All provisions of the Act are incorporated by reference into these By-Laws. Any provisions of these By-Laws that are contrary to the provisions of the Act are severable from these By-Laws and superseded by the applicable provision of the Act.

Section 8. Condominium Unit Owners shall be entitled to the same rights and obligations as single family residential Lot Owner members of the Association with respect to Association meetings. The meetings of the Board shall be open to the

Condominium Unit Owners in the same manner as provided in Article II, Section 7 of these By-Laws.

ARTICLE V

General Provisions

Section 1. The use, maintenance and operation of the Common Properties shall not be obstructed, damaged or unreasonably interfered with by any Owner, nor shall anything be stored in the Common Properties without the prior written consent of the Board except as hereinafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his or her own Structure.

Section 2. Nothing shall be done or kept in any Structure, Unit, Limited Common Element or in the Common Elements which will increase the rate of insurance on the Common Properties, or contents thereof, applicable for residential use, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Structure, Unit, Limited Common Elements or in the Common Elements which will result in the cancellation of insurance on the Common Properties, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Properties.

Section 3. Owners shall not cause or permit anything to be placed on the outside walls of their Dwellings and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

Section 4. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Lot, Unit or in the Common Properties or Limited Common Elements except that two (2) household pets, each under forty pounds (40 lbs.), such as dogs, cats, or other household pets may be kept, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose; and provided further that any special pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Properties upon fourteen (14) days written notice from the Board.

Section 5. No noxious or offensive activity shall be carried on in any Lot, Unit in the Common Properties or Limited Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

Section 6. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any Structure or Lot. The Common Properties and Limited Common Elements shall be kept free and clean of rubbish, debris, and other unsightly materials.

Section 7. No "For Sale" or "For Rent" signs, advertising or other displays shall be maintained or permitted on any part of the Properties except at such location and in such form as shall be determined by the Board and except as Declarant is permitted under Section 8.

Section 8. During the period of construction of any Building on the Properties or any Additional Land, as defined in the Declaration, by the Declarant, its subcontractors or assigns, the Declarant and its contractors and sub-contractors, and their respective agents and employees, shall be entitled to access, ingress and egress to and from the Properties as may be required in connection with said construction. Until all of the Lots have been sold by the Declarant and occupied by purchasers, the Declarant may use and show one (1) or more of such unsold or unoccupied Dwellings as model homes and sales office, and may maintain customary signs in connection therewith.

Section 9. No Owner shall overload the electric wiring in his or her Dwelling, or operate machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

Section 10. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 11. Articles of personal property belonging to any Owner, such as baby carriage, bicycles, wagons, toys, furniture, clothing, trailers, boats, camping vehicles, recreation vehicles and other articles, shall not be stored or kept in the Common Properties or Limited Common Elements, including driveways and designated parking area, if any, except that the Owner's designated garage may be used for such storage.

Section 12. Garages shall be used only for the storage of motor vehicles and other customary storage purposes. Such use shall be in a neat and clean manner consistent with their purpose as residential garages accessory to home ownership. No storage in driveways shall be permitted.

Section 13. A portion of less than a whole Dwelling shall not be rented, and no transient tenants may be accommodated.

Section 14. Each Dwelling shall be used only as a residence for a single family and shall not be used for any other purpose, including home occupations as defined in the applicable governmental ordinances, laws and regulations.

Section 15. The provisions of the Act, the Declaration, By-Laws, other Association instruments, and rules and regulations that relate to the use of an individual Unit, Lot or the Common Elements shall be applicable to any person leasing a Unit or Lot and shall be deemed to be incorporated in any lease executed or renewed on or after some date to be inserted.

Section 16. Time is of the essence with regard to all provisions of these By-Laws.

ARTICLE VI

Amendments

These By-Laws may be amended or modified from time to time by action or approval of the voting members having at least sixty-six and two-thirds (66 2/3) of the total votes, provided, however, that no provisions in these By-Laws may be amended or modified so as to conflict with the provisions of the Act or Declaration. Such amendments shall be recorded in the office of the Recorder of Deeds of Winnebago County, Illinois.

ARTICLE VII

Construction of By-Laws

These By-Laws shall be construed in accordance with the definitions, articles and provisions of the Declaration and the Act, and the Declaration is incorporated herein by reference.

ARTICLE VIII

Books and Records

The Board shall maintain the following records of the Association and make them available, within thirty (30) days of a written request for same to the Board, for examination and copying at convenient hours of weekdays by any Owner or such Owner's mortgagees and their duly authorized agents or attorneys:

(a) Copies of the recorded Declarations, other Association instruments, other duly recorded covenants and By-Laws and any amendments, Articles of Incorporation, annual reports and any rules and regulations adopted by the Association;

(b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Properties, specifying and itemizing the maintenance and repair expenses of the Association and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association;

(c) The minutes of all meetings of the Association and the Board shall be maintained for a period of not less than seven (7) years;

(d) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the voting members shall be maintained for a period of not less than one (1) year;

(e) With a written statement of a proper purpose, such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not-for-Profit Corporation Act of 1986.

The Association may charge a reasonable fee for the costs of retrieving and copying any such documents.

END OF TEXT OF BY-LAWS

This instrument was prepared by:

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