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Receipt#: 2010-00041438  
Total Amt: \$500.00 Page 1 of 73  
IL Rental Housing Fund: \$10.00  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder

File **6634786**

**THE DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR NEUHAVEN HOMEOWNERS  
ASSOCIATION**

This instrument, consisting of \_\_\_\_ ( ) pages, is recorded for the purpose of recording the Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association (hereinafter referred to as "Declaration"), which is attached hereto.

This Declaration is adopted pursuant to the provisions of Article 12, Section 12.1 of said Declaration. According to Article 12, Section 12.1, the Declarant may, within twelve (12) years of the recording of the Declaration, record a supplementary declaration annexing additional real property (as described in Exhibit 1 attached hereto) and subjecting such additional real property to the terms of the Declaration. Such Declaration shall be effective upon recording with the Lake County Recorder of Deeds.

**PREAMBLE**

WHEREAS, Neumann Homes, Inc., an Illinois corporation, is the Declarant;

WHEREAS, Neumann Homes, Inc. is the developer of NeuHaven Homeowners Association;

WHEREAS, the Declarant attempted to record the Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association with the Recorder of Deeds, Lake County, Illinois, on December 11, 2003, at the same time that the Declaration of Covenants, Conditions, Easements and Restrictions for the NeuHaven Townhome Owners Association was recorded as Document number 5452996;

WHEREAS, due to an error at the office of the Recorder of Deeds, Lake County, Illinois, the Declaration was not recorded on December 11, 2003 against the Property;

WHEREAS, the NeuHaven Homeowners Association and the Owners were unaware until recently of this lack of recording of the Declaration and have been operating since December 11, 2003 as if the Declaration had been recorded on that date;

WHEREAS, pursuant to Article 12, Section 12.1 of the Declaration, the Declarant (Neumann Homes, Inc.), and its affiliates, each a debtor and debtor in possession in chapter 11 cases currently pending in the Bankruptcy Court for the Northern District of Illinois and jointly administered under the lead Case No. 07-20412, having not conducted any diligence whatsoever regarding the matters set forth herein and relying fully on the representations of the named counsel below regarding the accuracy of the legal descriptions of the parcels identified below and the appropriateness of this re-recording of the Declaration, desires to correct the error that occurred on December 11, 2003 by having the Declaration recorded against the Property described in Exhibit "1" hereto;

WHEREAS, pursuant to Article 12, Section 12.1 of the Declaration, the Declarant has the right, without notice to or consent of any Owner or any mortgagee of any Lot, to record the Declaration and submit additional real property to the terms and provisions of the Declaration;

WHEREAS, Neumann Homes, Inc., and its affiliates, each a debtor and debtor in possession in chapter 11 cases currently pending in the Bankruptcy Court for the Northern District of Illinois and jointly administered under the lead Case No. 07-20412, having not conducted any diligence whatsoever regarding the matters set forth herein and relying fully on the representations of the named counsel below regarding the accuracy of the legal descriptions of the parcels identified below and the appropriateness of this re-recording of the Declaration, desires to execute its right to submit the Property identified in Exhibit "A" to the Declaration and the Additional Property identified in Exhibit "D" to the Declaration, which Property and Additional Property is further specified in Exhibit "1" hereto, to the terms and provisions of the Declaration;

NOW THEREFORE, the Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association, which is attached hereto as Exhibit "2" and under the terms of Article 12, Section 12.1 is hereby re-recorded in accordance with the text that follows:

#### **RE-RECORDING PROVISIONS**

1. From and after the date of recording of this Re-recording of the Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association, the "Property", as defined in Article 2, Section 2.14 of the Declaration, shall include the real estate described in Exhibit 1, attached hereto (which is also included in the Property and Additional Property identified in Exhibits "A" and "D" to the Declaration). The Property (as so amended

aforesaid) shall hereinafter be held, transferred, sold, conveyed, occupied, and governed in all respects by the provisions of the Declaration.

2. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.

3. The language of this Re-recording of the Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven Homeowners Association shall govern any conflicts between this document and the prior Declaration.

4. Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-laws and Rules and Regulations shall continue in full force and effect without change.

**END OF TEXT OF AMENDMENT**

This instrument was prepared by:  
KEAY & COSTELLO, P.C.  
128 South County Farm Road  
Wheaton, Illinois 60187

*MAIL  
TO:*

STATE OF ILLINOIS     )  
                                      )ss  
COUNTY OF LAKE     )

EXECUTED this 12<sup>th</sup> day of August, 2010.

Declarant:

Neumann Homes, Inc., an Illinois Corporation

By: 

I, Colleen A. Tempel, a Notary Public, hereby certify that on the above date, the above authorized agent of Neumann Homes, Inc. signed this instrument as his/her free and voluntary act, for the uses and purposes therein set forth.



By: 

## **EXHIBIT "1"**

Lots 1 through 79 (inclusive), 185 through 206 (inclusive) and 223 through 280 (inclusive) together with common parcels OS1, OS2, OS3, OS4, OS5, and OS9, all in Deercrest Planned Unit Development Phase One, being a subdivision of the Northwest Quarter of Section 14 and part of the South Half of Section 11, in Township 46 North, Range 10 East of the Third Principal Meridian, in the County of Lake in the State of Illinois, all according to the plat thereof recorded on December 11, 2003 as document number 5452997.

Lots 80 through 95 (inclusive), 180 through 184 (inclusive), 207 through 222 (inclusive), 313 through 329 (inclusive), and 352 through 379 (inclusive), together with common parcels OS7, OS8, OS9 and the common area that is located north of lots 330-336, north of Holly Drive, South of Sprenger Drive and West of Deercrest Drive, all in Deercrest Planned Unit Development Phase 2, being a subdivision of the Northwest Quarter of Section 14 and part of the South Half of Section 11, in Township 46 North, Range 10 East of the Third Principal Meridian, in the County of Lake in the State of Illinois, all according to the plat thereof recorded on July 2, 2004 as document number 5594344.

Lots 96 through 179 (inclusive), 281 through 312 (inclusive), and 330 through 351 (inclusive), together with common parcels OS6 and OS10, all in Deercrest Planned Unit Development Phase 3, being a subdivision of the Northwest Quarter of Section 14 and part of the South Half of Section 11, in Township 46 North, Range 10 East of the Third Principal Meridian, in the County of Lake in the State of Illinois, all according to the plat thereof recorded on July 2, 2004 as document number 5594345.

The legal description for said property is as follows: (see next page)

## **List of Property Addresses with PIN numbers and Lot numbers**

All in Antioch, Illinois, 60002

### Phase One

1236 Kathleen Court (0214104078) (1)  
1242 Kathleen Court (0214104065) (2)  
1248 Kathleen Court (0214104066) (3)  
1254 Kathleen Court (0214104067) (4)  
1258 Kathleen Court (0214104068) (5)  
1264 Kathleen Court (0214104069) (6)  
1268 Kathleen Court (0214104070) (7)  
1276 Kathleen Court (0214104071) (8)  
1282 Kathleen Court (0214104072) (9)  
1288 Kathleen Court (0214104073) (10)  
1292 Kathleen Court (0214104074) (11)  
1302 Kathleen Court (0214104075) (12)  
1306 Kathleen Court (0214104076) (13)  
1237 Kathleen Court (0214104051) (26)  
1241 Kathleen Court (0214104052) (25)  
1245 Kathleen Court (0214104053) (24)  
1251 Kathleen Court (0214104054) (23)  
1257 Kathleen Court (0214104055) (22)  
1261 Kathleen Court (0214104056) (21)  
1267 Kathleen Court (0214104057) (20)  
1281 Kathleen Court (0214104058) (19)  
1287 Kathleen Court (0214104059) (18)  
1295 Kathleen Court (0214104060) (17)  
1305 Kathleen Court (0214104061) (16)  
1309 Kathleen Court (0214104062) (15)  
1310 Kathleen Court (0214104063) (14)  
1255 Kathleen Drive (0214104040) (32)  
1259 Kathleen Drive (0214104041) (33)  
1265 Kathleen Drive (0214104042) (34)  
1269 Kathleen Drive (0214104043) (35)  
1275 Kathleen Drive (0214104044) (36)  
1244 Kathleen Drive (0214104045) (27)  
1250 Kathleen Drive (0214104046) (28)  
1256 Kathleen Drive (0214104047) (29)  
1260 Kathleen Drive (0214104048) (30)  
1266 Kathleen Drive (0214104049) (31)  
1204 Jerome Court (0214104014) (56)  
1200 Jerome Court (0214104015) (55)  
1203 Jerome Court (0214104016) (54)  
1208 Jerome Court (0214104017) (57)  
1214 Jerome Court (0214104018) (58)

1218 Jerome Court (0214104019) (59)  
1226 Jerome Court (0214104020) (60)  
1238 Jerome Court (0214104021) (61)  
1252 Jerome Court (0214104022) (37)  
1256 Jerome Court (0214104023) (38)  
1260 Jerome Court (0214104024) (39)  
1264 Jerome Court (0214104025) (40)  
1270 Jerome Court (0214104026) (41)  
1273 Jerome Court (0214104027) (42)  
1269 Jerome Court (0214104028) (43)  
1209 Jerome Court (0214104029) (53)  
1213 Jerome Court (0214104030) (52)  
1223 Jerome Court (0214104031) (51)  
1233 Jerome Court (0214104032) (50)  
1241 Jerome Court (0214104033) (49)  
1249 Jerome Court (0214104034) (48)  
1253 Jerome Court (0214104035) (47)  
1257 Jerome Court (0214104036) (46)  
1261 Jerome Court (0214104037) (45)  
1265 Jerome Court (0214104038) (44)  
1111 Mackenzie Drive (0214104001) (73)  
1117 Mackenzie Drive (0214104002) (72)  
1125 Mackenzie Drive (0214104003) (71)  
1131 Mackenzie Drive (0214104004) (70)  
1139 Mackenzie Drive (0214104005) (69)  
1145 Mackenzie Drive (0214104006) (68)  
1151 Mackenzie Drive (0214104007) (67)  
1155 Mackenzie Drive (0214104008) (66)  
1163 Mackenzie Drive (0214104009) (62)  
1161 Mackenzie Drive (0214104010) (63)  
1159 Mackenzie Drive (0214104011) (64)  
1157 Mackenzie Drive (0214104012) (65)  
1069 Mackenzie Drive (0211304001) (79)  
1075 Mackenzie Drive (0211304002) (78)  
1081 Mackenzie Drive (0211304003) (77)  
1087 Mackenzie Drive (0211304004) (76)  
1093 Mackenzie Drive (0211304005) (75)  
1099 Mackenzie Drive (0211304006) (74)  
1276 Sandy Drive (0214103001) (185)  
1280 Sandy Drive (0214103002) (186)  
1284 Sandy Drive (0214103003) (187)  
1288 Sandy Drive (0214103004) (188)  
1114 Mackenzie Drive (0214103005) (189)  
1122 Mackenzie Drive (0214103006) (190)  
1130 Mackenzie Drive (0214103007) (191)  
1138 Mackenzie Drive (0214103008) (192)

1144 Mackenzie Drive (0214103009) (193)  
1150 Mackenzie Drive (0214103010) (194)  
1071 Neuhaven Drive (0211303001) (200)  
1077 Neuhaven Drive (0211303002) (199)  
1083 Neuhaven Drive (0211303003) (198)  
1089 Neuhaven Drive (0211303004) (197)  
1095 Neuhaven Drive (0211303005) (196)  
1099 Neuhaven Drive (0211303006) (195)  
1070 Mackenzie Drive (0211303007) (201)  
1076 Mackenzie Drive (0211303008) (202)  
1082 Mackenzie Drive (0211303009) (203)  
1088 Mackenzie Drive (0211303010) (204)  
1094 Mackenzie Drive (0211303011) (205)  
1098 Mackenzie Drive (0211303012) (206)  
1246 Bradford Lane (0214101023) (223)  
1252 Bradford Lane (0214101022) (224)  
1256 Bradford Lane (0214101021) (225)  
1142 Moore Court (0214101018) (231)  
1154 Moore Court (0214101019) (230)  
1158 Moore Court (0214101020) (229)  
1141 Moore Court (0214101024) (226)  
1153 Moore Court (0214101025) (227)  
1157 Moore Court (0214101026) (228)  
1218 Bradford Lane (0214101013) (236)  
1220 Bradford Lane (0214101017) (235)  
1226 Bradford Lane (0214101016) (234)  
1230 Bradford Lane (0214101015) (233)  
1236 Bradford Lane (0214101014) (232)  
1120 Ashlyn Lane (0214101006) (243)  
1124 Ashlyn Lane (0214101007) (242)  
1132 Ashlyn Lane (0214101008) (241)  
1136 Ashlyn Lane (0214101009) (240)  
1140 Ashlyn Lane (0214101010) (239)  
1146 Ashlyn Lane (0214101011) (238)  
1158 Ashlyn Lane (0214101012) (237)  
1259 Bradford Lane (0214102006) (250)  
1253 Bradford Lane (0214102007) (249)  
1247 Bradford Lane (0214102008) (248)  
1241 Bradford Lane (0214102009) (247)  
1239 Bradford Lane (0214102010) (246)  
1233 Bradford Lane (0214102011) (245)  
1229 Bradford Lane (0214102012) (244)  
1207 Devon Drive (0211301014) (265)  
1203 Devon Drive (0211301015) (264)  
1197 Devon Drive (0211301016) (263)  
1195 Devon Drive (0211301017) (262)



1191 Devon Drive (0211301018) (261)  
1187 Devon Drive (0211301019) (260)  
1214 Devon Drive (0211302001) (251)  
1210 Devon Drive (0211302002) (252)  
1204 Devon Drive (0211302003) (253)  
1175 Devon Drive (0214101004) (258)  
1181 Devon Drive (0214101005) (259)  
1196 Devon Drive (0214102001) (254)  
1192 Devon Drive (0214102002) (255)  
1188 Devon Drive (0214102003) (256)  
1182 Devon Drive (0214102004) (257)  
1187 Kimberly Lane (0211301001) (280)  
1183 Kimberly Lane (0211301002) (279)  
1175 Kimberly Lane (0211301003) (278)  
1167 Kimberly Lane (0211301004) (277)  
1163 Kimberly Lane (0211301005) (276)  
1159 Kimberly Lane (0211301006) (275)  
1188 Kimberly Lane (0211301007) (266)  
1184 Kimberly Lane (0211301008) (267)  
1180 Kimberly Lane (0211301009) (268)  
1176 Kimberly Lane (0211301010) (269)  
1172 Kimberly Lane (0211301011) (270)  
1168 Kimberly Lane (0211301012) (271)  
1164 Kimberly Lane (0211301013) (272)  
1153 Kimberly Lane (0214101002) (274)  
1160 Kimberly Lane (0214101003) (273)  
open space OS1 (0214104079)  
open space OS2 (0214104039)  
open space OS3 (0214101001)  
open space OS4 (0214104013)  
open space OS5 (0214102005)  
open space OS9 (0214108001)

#### Phase Two

1053 Mackenzie Drive (0211304022) (80)  
1047 Mackenzie Drive (0211304021) (81)  
1037 Mackenzie Drive (0211304020) (82)  
1025 Mackenzie Drive (0211304019) (83)  
1011 Mackenzie Drive (0211304018) (84)  
1003 Mackenzie Drive (0211304017) (85)  
995 Mackenzie Drive (0211304016) (86)  
987 Mackenzie Drive (0211304015) (87)  
979 Mackenzie Drive (0211304014) (88)  
971 Mackenzie Drive (0211304013) (89)  
963 Mackenzie Drive (0211304012) (90)  
1296 Kevington Drive (0211304011) (91)

1291 Kevington Drive (0211304010) (92)  
1285 Kevington Drive (0211304009) (93)  
1281 Kevington Drive (0211304008) (94)  
1275 Kevington Drive (0211304007) (95)  
1262 Sandy Drive (0211306001) (180)  
1264 Sandy Drive (0211306002) (181)  
1266 Sandy Drive (0211306003) (182)  
1268 Sandy Drive (0211306004) (183)  
1272 Sandy Drive (0211306005) (184)  
1051 NeuHaven Drive (0211305008) (207)  
1041 NeuHaven Drive (0211305007) (208)  
1031 NeuHaven Drive (0211305006) (209)  
1021 NeuHaven Drive (0211305005) (210)  
1011 NeuHaven Drive (0211305004) (211)  
1001 NeuHaven Drive (0211305003) (212)  
991 NeuHaven Drive (0211305002) (213)  
981 NeuHaven Drive (0211305001) (214)  
988 Mackenzie Drive (0211305009) (215)  
992 Mackenzie Drive (0211305010) (216)  
1000 Mackenzie Drive (0211305011) (217)  
1008 Mackenzie Drive (0211305012) (218)  
1018 Mackenzie Drive (0211305013) (219)  
1028 Mackenzie Drive (0211305014) (220)  
1038 Mackenzie Drive (0211305015) (221)  
1048 Mackenzie Drive (0211305016) (222)  
1073 Joy Court (0214109002) (313)  
1063 Joy Court (0214109001) (314)  
1053 Joy Court (0214109003) (315)  
1052 Joy Court (0214109004) (316)  
1062 Joy Court (0214109005) (317)  
1072 Joy Court (0214109006) (318)  
1077 Dana Court (0214109009) (319)  
1073 Dana Court (0214109008) (320)  
1069 Dana Court (0214109007) (321)  
1065 Dana Court (0214109010) (322)  
1061 Dana Court (0214109011) (323)  
1057 Dana Court (0214109012) (324)  
1053 Dana Court (0214109013) (325)  
1052 Dana Court (0214109014) (326)  
1056 Dana Court (0214109015) (327)  
1060 Dana Court (0214109016) (328)  
1076 Dana Court (0214109017) (329)  
1302 Walker Drive (0214108014) (352)  
1308 Walker Drive (0214108013) (353)  
1314 Walker Drive (0214108012) (354)  
1320 Walker Drive (0214108011) (355)

1326 Walker Drive (0214108010) (356)  
1332 Walker Drive (0214108009) (357)  
1091 Walker Court (0214108008) (358)  
1085 Walker Court (0214108007) (359)  
1079 Walker Court (0214108006) (360)  
1073 Walker Court (0214108005) (361)  
1065 Walker Court (0214108004) (362)  
1059 Walker Court (0214108003) (363)  
1053 Walker Court (0214108015) (364)  
1060 Walker Court (0214108016) (365)  
1066 Walker Court (0214108017) (366)  
1074 Walker Court (0214108018) (367)  
1080 Walker Court (0214108019) (368)  
1086 Walker Court (0214108020) (369)  
1092 Walker Court (0214108021) (370)  
1098 Walker Court (0214108022) (371)  
1110 Walker Court (0214108024) (372)  
1134 Walker Court (0214108025) (373)  
1140 Walker Court (0214108026) (374)  
1151 Walker Court (0214108031) (375)  
1143 Walker Court (0214108030) (376)  
1137 Walker Court (0214108029) (377)  
1131 Walker Court (0214108028) (378)  
1123 Walker Court (0214108027) (379)  
open space 0S7 (0214109018)  
open space 0S8 (0214108002)  
open space 0S9 (0214108023)  
common area north of lots 330-336, north of Holly Drive, South of Sprenger Drive and West of  
Deercrest Drive (0214109018)

Phase Three

1269 Kevington Drive (0211304048) (96)  
1261 Kevington Drive (0211304047) (97)  
1253 Kevington Drive (0211304046) (98)  
1243 Kevington Drive (0211304045) (99)  
1237 Kevington Drive (0211304044) (100)  
1229 Kevington Drive (0211304043) (101)  
1221 Kevington Drive (0211304042) (102)  
1213 Kevington Drive (0211304041) (103)  
1205 Kevington Drive (0211304040) (104)  
1197 Kevington Drive (0211304039) (105)  
1189 Kevington Drive (0211304038) (106)  
1181 Kevington Drive (0211304037) (107)  
1173 Kevington Drive (0211304036) (108)  
1165 Kevington Drive (0211304035) (109)  
1157 Kevington Drive (0211304034) (110)

1149 Kevington Drive (0211304033) (111)  
1141 Kevington Drive (0211304032) (112)  
1142 Kevington Drive (0211304074) (113)  
1158 Kevington Drive (0211304075) (114)  
1016 Kimberly Drive (0211304076) (115)  
1024 Kimberly Drive (0211304077) (116)  
1038 Kimberly Drive (0211304078) (117)  
1046 Kimberly Drive (0211304079) (118)  
1060 Kimberly Drive (0211304080) (119)  
1059 Kimberly Drive (0211308007) (120)  
1045 Kimberly Drive (0211308006) (121)  
1037 Kimberly Drive (0211308005) (122)  
1023 Kimberly Drive (0211308004) (123)  
1013 Kimberly Drive (0211308003) (124)  
1001 Kimberly Drive (0211308002) (125)  
987 Kimberly Drive (0211308001) (126)  
986 Christine Lane (0211308008) (127)  
996 Christine Lane (0211308009) (128)  
1006 Christine Lane (0211308010) (129)  
1016 Christine Lane (0211308011) (130)  
1026 Christine Lane (0211308012) (131)  
1036 Christine Lane (0211308013) (132)  
1048 Christine Lane (0211308014) (133)  
1060 Christine Lane (0211308015) (134)  
1075 Christine Lane (0211307010) (135)  
1065 Christine Lane (0211307009) (136)  
1055 Christine Lane (0211307008) (137)  
1045 Christine Lane (0211307007) (138)  
1035 Christine Lane (0211307006) (139)  
1025 Christine Lane (0211307005) (140)  
1015 Christine Lane (0211307004) (141)  
1005 Christine Lane (0211307003) (142)  
995 Christine Lane (0211307002) (143)  
985 Christine Lane (0211307001) (144)  
984 Devon Drive (0211307011) (145)  
994 Devon Drive (0211307012) (146)  
1004 Devon Drive (0211307013) (147)  
1014 Devon Drive (0211307014) (148)  
1024 Devon Drive (0211307015) (149)  
1034 Devon Drive (0211307016) (150)  
1044 Devon Drive (0211307017) (151)  
1054 Devon Drive (0211307018) (152)  
1064 Devon Drive (0211307019) (153)  
1074 Devon Drive (0211307020) (154)  
1082 Devon Drive (0211307021) (155)  
1089 Devon Drive (0211306018) (156)

1081 Devon Drive (0211306017) (157)  
1077 Devon Drive (0211306016) (158)  
1073 Devon Drive (0211306015) (159)  
1063 Devon Drive (0211306014) (160)  
1053 Devon Drive (0211306013) (161)  
1043 Devon Drive (0211306012) (162)  
1033 Devon Drive (0211306011) (163)  
1023 Devon Drive (0211306010) (164)  
1013 Devon Drive (0211306009) (165)  
1003 Devon Drive (0211306008) (166)  
993 Devon Drive (0211306007) (167)  
983 Devon Drive (0211306006) (168)  
982 Neuhaven Drive (0211306019) (169)  
992 Neuhaven Drive (0211306020) (170)  
1002 Neuhaven Drive (0211306021) (171)  
1012 Neuhaven Drive (0211306022) (172)  
1022 Neuhaven Drive (0211306023) (173)  
1032 Neuhaven Drive (0211306024) (174)  
1042 Neuhaven Drive (0211306025) (175)  
1052 Neuhaven Drive (0211306026) (176)  
1062 Neuhaven Drive (0211306027) (177)  
1070 Neuhaven Drive (0211306028) (178)  
1076 Neuhaven Drive (0211306029) (179)  
1071 Deertrail Drive (0211304073) (281)  
1063 Deertrail Drive (0211304072) (282)  
1055 Deertrail Drive (0211304071) (283)  
1106 Deertrail Drive (0211304069) (284)  
1114 Deertrail Drive (0211304070) (285)  
1117 Deertrail Drive (0211304030) (286)  
1109 Deertrail Drive (0211304029) (287)  
1101 Deertrail Drive (0211304028) (288)  
1093 Deertrail Drive (0211304027) (289)  
1085 Deertrail Drive (0211304026) (290)  
1077 Deertrail Drive (0211304025) (291)  
1069 Deertrail Drive (0211304024) (292)  
1061 Deertrail Drive (0211304023) (293)  
1053 Deertrail Drive (0211304049) (294)  
1052 Deertrail Drive (0211304050) (295)  
1056 Deertrail Drive (0211304051) (296)  
1064 Deertrail Drive (0211304052) (297)  
1072 Deertrail Drive (0211304053) (298)  
1080 Deertrail Drive (0211304054) (299)  
1060 Deertrail Drive (0211304055) (300)  
1068 Deertrail Drive (0211304056) (301)  
1076 Deertrail Drive (0211304063) (302)  
1077 Ames Court (0211304062) (303)

1069 Ames Court (0211304061) (304)  
1061 Ames Court (0211304060) (305)  
1053 Ames Court (0211304059) (306)  
1050 Ames Court (0211304058) (307)  
1058 Ames Court (0211304064) (308)  
1064 Ames Court (0211304065) (309)  
1066 Ames Court (0211304066) (310)  
1070 Ames Court (0211304067) (311)  
1078 Ames Court (0211304068) (312)  
1101 Holly Drive (0214108038) (330)  
1095 Holly Drive (0214108037) (331)  
1089 Holly Drive (0214108036) (332)  
1083 Holly Drive (0214108035) (333)  
1077 Holly Drive (0214108034) (334)  
1071 Holly Drive (0214108033) (335)  
1065 Holly Drive (0214108032) (336)  
1264 Holly Court (0214108039) (337)  
1270 Holly Court (0214108040) (338)  
1276 Holly Court (0214108041) (339)  
1282 Holly Court (0214108042) (340)  
1288 Holly Court (0214108043) (341)  
1294 Holly Court (0214108044) (342)  
1297 Holly Court (0214108052) (343)  
1291 Holly Court (0214108053) (344)  
1289 Holly Court (0214108051) (345)  
1283 Holly Court (0214108050) (346)  
1076 Holly Drive (0214108045) (347)  
1082 Holly Drive (0214108046) (348)  
1088 Holly Drive (0214108047) (349)  
1094 Holly Drive (0214108048) (350)  
1100 Holly Drive (0214108049) (351)  
open space 0S6 (0211304031)  
open space 0S10 (0211304057)

**Exhibit “2”**

See Declaration of Covenants, Conditions, Easements and Restrictions for NeuHaven  
Homeowners Association attached on following pages

COPY

COPY

5452996

LAKE COUNTY, IL RECORDER  
12/11/2003

**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
NEUHAVEN HOMEOWNERS ASSOCIATION**

THIS DECLARATION (the "Declaration") made this \_\_\_\_ day of December, 2003, by NEUMANN HOMES, INC., an Illinois corporation (hereinafter referred to as the "Declarant").

**PREAMBLES:**

A. Declarant is the owner in fee simple of a certain parcel of real estate in the Village of Antioch, County of Lake, State of Illinois, legally described in Exhibit "A", attached hereto and incorporated herein (the "Property");

B. Declarant and Developer (hereinafter defined) desire to develop a single family residential development on the Property to be known as NeuHaven (the "Development"), and

C. Declarant is desirous of submitting the Property to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, transferred, occupied and conveyed subject to the following covenants, conditions, easements and restrictions, all of which shall run with the Property, and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof



## **ARTICLE 1**

### **DECLARATION PURPOSES AND PROPERTY SUBJECT TO DECLARATION**

1.1. The Declarant desires to create on the Property a single family development for future owners of Lots (as hereinafter defined) for the following general purposes.

- a. The Declarant, by the imposition of covenants, conditions and restrictions and the reservation of certain powers unto itself, does intend to provide for the Property a plan for development which is intended to enhance and to protect the values of Declarant's single-family residential community; and
- b. The Declarant desires to provide for the maintenance of the Common Area (as hereinafter defined) portions of which may be owned by the Association (as hereinafter defined) and used in common by the Owners (as hereinafter defined) of the Property.

1.2. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth.

## **ARTICLE 2**

### **DEFINITIONS**

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

2.1 "Additional Property" shall mean and refer to the real estate legally described on Exhibit "D", which is attached hereto.

2.2 "Association" shall mean and refer to the NeuHaven Homeowners Association, an Illinois not-for-profit corporation its successor and assigns

2.3. "Board" shall mean and refer to the Board of Directors of the NeuHaven Homeowners Association, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property

2.4 "By-Laws" shall mean and refer to the By-Laws of the NeuHaven Homeowners Association, which is attached hereto and made a part hereof as Exhibit "C". The By-Laws are incorporated into this Declaration by this reference

2.5 "Common Area" shall mean and refer to all real property and improvements thereon to be owned or maintained by the Association for the common use and enjoyment of all members of the Association. This shall include all as indicated on the Subdivision Plat (as hereinafter defined) The Common Area shall include all portions of the Property, except for the Lots (not Outlots) and those portions of the Property dedicated to the Village as indicated on the Plat of Subdivision, but shall include Outlots as indicated on the Plat of Subdivision

2.6 "Declarant"/"Developer" shall mean and refer to Neumann Homes, Inc., an Illinois corporation. Whenever the terms Declarant and/or Developer shall be used herein the use of one shall include the other.

2.7 "Lot" shall mean and refer to that portion of the Property indicated upon the recorded subdivision plat or plats of the Property improved or intended to be improved as set forth on Exhibit "B", attached hereto.

2.8 "Owner" shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2.9 "Master Association" shall mean and refer the NeuHaven Master Association, an Illinois not for profit corporation.

2.10. "Master Association Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions for the NeuHaven Master Association dated the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ and recorded in the office of the Recorder of Deeds of Lake County, Illinois on \_\_\_\_\_, 200\_\_ as Document Number \_\_\_\_\_, as amended from time to time.

2.11. "Member or Membership" shall mean and refer to every person or entity who holds Membership in the Association.

2.12 "Mortgage" shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

2.13. "Person" shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

2.14 "Property" shall mean and refer to the real estate legally described in Exhibit "A", attached hereto and made a part hereof

2.15 "Single Family" shall mean and refer to one or more persons, each related to other by blood, marriage or adoption, or a group of not more than three (3) persons not all so related, maintaining a common household

2.16 "Subdivision Plat" shall mean and refer to the Plat of Subdivision for the NeuHaven Subdivision to be recorded with the office of the Recorder of Deeds of Lake County, Illinois. A copy of the final Plat of Subdivision (unrecorded) for Phase 1 is attached hereto and made a part hereof as Exhibit "B "

2.17. "Turnover Date" shall mean and refer to the meaning referred to and set forth in Section 4.6 hereof.

2.18 "Village" shall mean and refer to the municipality of the Village of Antioch, Lake County, Illinois.

### **ARTICLE 3**

#### **GENERAL RESTRICTIONS**

3.1 All Lots shall be used only for Single Family Dwellings. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required

3.2. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot

3.3. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall, except as otherwise herein provided, be located upon the Lots.

3.4. No person shall accumulate on his Lot abandoned or junked vehicles, litter, refuse or other unsightly materials. Vacant Lots shall not be used for the purpose of raising crops thereon.

3.5. Trucks designated Class B or greater (by virtue of increasing in size) by the

State of Illinois, boats, recreational vehicles or trailers shall at all times be parked in the garage of a dwelling located on a Lot. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a dwelling

3 6. There shall be no obstruction in the driveways or other portions of the Common Area nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.

3 7. No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any Lot, except that dogs and cats (not to exceed a total of four (4) such pets) or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

3 8 The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling) shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Developer prior to the Turnover Date or by the Board or the Architectural Control Committee (as hereinafter defined) thereafter.

3 9 All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property.

3 10. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Area.

3 11. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, shall be subject to the rules and regulations of the Board

3 12. The restriction in Paragraph 3 1 shall not, however, be construed in such a manner as to prohibit an Owner from: a) maintaining his personal professional library therein; b) keeping his personal business records or accounts therein; or c) handling his

personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph

3 13 There is also reserved to the Developer, its agents and prospective purchasers and lessees, the right of ingress and egress in and through the Common Area and to park in the outdoor parking areas incident to such sales or leasing purposes designated by Developer and, during construction by the Developer, the right of ingress and egress in and through the Common Area and Property in connection with such construction

3 14 Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.

3.15 No advertising sign (except one "For Sale" sign of not more than five (5) square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, except as provided in Section 4 9 hereof and except that during the two (2) week period prior to and during the one (1) week period subsequent to; a primary or general election, one (1) political sign may be maintained on an individual Lot

3 16 The Declarant may maintain, while engaged in construction and sales activities, in or upon such portions of the Property as Declarant shall determine, such temporary facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units, signs, temporary fencing, monuments and sales and construction trailers, or other items as otherwise provided for in this Declaration.

3.17. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Lots and streets; shall be regularly removed from the Property, and shall not be allowed to accumulate thereon, and shall be placed out for collection on the driveway of the Lot at no other location. Garbage shall be placed in appropriate covered containers and kept in the garage until the designated day of pick-up. Under no circumstance shall the container impede access to streets, alleys or driveways of other Owners. All occupants of a residential dwelling situated on a Lot shall participate in the garbage and/or refuse collection program as established or implemented by the Village from time to time.

3 18 Drying of clothes shall be confined to the interior of the Dwelling Units. No clothes, sheets, laundry, blankets or other articles of clothing shall be hung out in any portion of the Property.

3.19. An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners. Gravel, dirt or other unpaved driveways

shall not be permitted and all driveways shall be constructed of concrete, asphalt, brick or other similar bituminous substance

3.20. If Declarant shall install a mailbox on a Lot or for use by an Owner, the respective Owner shall be responsible for maintaining, in good condition and repair, such mailbox and to replace, if necessary, said mailbox with a mailbox of exactly the same height, material and styling as originally installed, or a mailbox as approved by the Architectural Control Committee, as such term is defined in this Declaration.

3.21. All vehicles owned or maintained by occupant of a Lot, other than temporary guests and visitors, shall be parked in garages to the extent that garage space available, and garages shall not be used for storage or otherwise so that they become unavailable for parking cars herein. Overhead garage doors must be kept closed on a consistent basis. No part of any of the Lots or Common Area shall be used for storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, trucks, vans, buses, commercial vehicles, snowmobiles or boats except within the confines of a garage and further excepting the temporary parking of such vehicles for no more than forty eight (48) hours. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. The Association is expressly authorized to enforce the provisions of this Section by ticketing and fining any Owner who violates this Section, and towing offending vehicles, trailers, boats, trucks, vans, buses or snowmobiles. All fines imposed and all expenses incurred by the Association in enforcing this Section, shall become an obligation owed by the subject Owner to the Association, and shall be a lien created and enforced as set forth in this Declaration. The Association is specifically authorized to enter into a contract with any local municipality or unit of government, or with any private firm or entity, to provide services reasonably required to enforce the terms and provisions of this Section.

3.22. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the Property other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

3.23. No above-ground swimming pools are permitted within the Property, except portable child's swimming pool not greater than six (6) feet in diameter may be maintained and situated within a Lot

3.24. A short, temporary flagpole may be attached to the front porch for the purpose of flying the American flag. All flagpoles must be approved by the Board of Directors or Architectural Control Committee prior to placement. The only flag permitted is the American Flag or such other flags as shall be approved by the Board.

## ARTICLE 4

### MEMBERSHIP AND BOARD OF DIRECTORS

4.1 Membership Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

4.2. Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot. If more than one (1) person is the record owner of any Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws.

4.3 Board of Directors The Association shall be governed by a Board of Directors comprised of three (3) persons, or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Area and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

4.4. Officers The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time, and its officers under the direction of the Board and shall not be subject to the approval of the Members. The Articles of Incorporation and By-Laws of the Association may include such added provisions for the protection and indemnification of its Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers.

4.5. Director and Officer Liability Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contact or such act shall have been made fraudulently. The foregoing indemnification

shall include indemnification against all costs and expenses (including, but not limited to attorneys' fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or Officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for fraud in the performance of his duties as such Director or Officer, or (ii) any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being adjudged liable for fraud in the performance of his/her duties as such Director or Officer.

4.6 Turnover The Developer shall, through the Board appointed by it in accordance with Sections 4.9, exercise control over all Association matters, until the first to occur of the following events: a) twelve (12) years from the date of this Declaration, b) the sale and conveyance of legal title to all of the Lots to Owners other than Declarant or an assignee of Declarant as provided in Section 13.7 hereof, or (c) Developer elects voluntarily to turnover to the Members the authority to appoint the Board, which election it shall evidence by directing the Declarant to execute and record in the Office of the Recorder of Deeds of Lake County, Illinois an instrument setting forth its intention to so turnover its authority hereunder. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date". On or prior to the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder and the Association shall undertake to maintain the Common Area pursuant to the terms hereof.

4.7 Board Powers The Association, through the Board, shall have the following powers and duties:

- a. Own, maintain and otherwise manage the Common Area and all Improvements thereon, in accordance with the final landscape development plan and own, maintain and otherwise manage all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain any landscaping located in concrete islands, cul-de-sac and median strips in the dedicated streets which are adjacent to or within the Property and to maintain any signage and lighting located thereon;
- b. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm



appointed as a manager or managing agent shall provide for the right of the Association to terminate the same not later than thirty (30) days after the date of the initial meeting of the Members of the Association is held as provided by the By-Laws,

- c. Establish and maintain a working capital and contingency fund in an amount to be determined by the Board;
- d. Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, water systems, brick pavers, lighting and other improvements located within the Common Area at the entranceways to the Property.
- e. At its option, mow, care for, maintain vacant and unimproved portions of the Property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant portions of the unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant,
- f. Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping NeuHaven Subdivision a highly desirable residential community,
- g. To deny an Owner access to the Common Area for such Owner's failure to pay assessments in accordance with the terms and conditions of this Declaration
- h. Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

**4.8 Insurance.** The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their

respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessments required by and collected in accordance with Article 6. The Association shall be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least 30 days prior written notice for the Association. The Insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, owners and mortgagees.

4.9 Developer Rights. Notwithstanding anything contained in the Declaration to the contrary

- a. Until the Turnover Date, the Developer shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take as herein provided. Until the Turnover Date, the Developer shall have the right to appoint all of the members of the Board.
- b. Until the Turnover Date, Developer may elect to maintain the Common Area and all signs and monuments located thereon and shall pay all expenses and costs in connection with the Common Area, including without limitation, the costs of improving and maintaining the Common Area (and any signs and monuments located thereon) and general real estate taxes payable in connection with the Common Area and such payments shall be credited against any amounts due the Association from Developer, including in Subsidy Payments (as hereinafter defined). To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Developer shall reimburse the Association, on a pro rata basis, for such real property taxes. Declarant shall, not later than the Turnover Date, convey to the Association that portion of the Common Area to be owned by the Association.
- c. Developer shall be entitled, without cost, at all times to conduct sales or leasing of Lots and residences to be located upon Lots from the Property and shall have the right, for itself and its agents, employees, guests, invitees, to utilize roads, streets, Common Area and all other portions of the Property, excluding Lots or residences to

conveyed to Owners, for such purposes, at no cost or expense, until all Lots are sold and conveyed to purchasers thereof. Developer may at all times, without cost, utilize signage, lighting and establish temporary construction and sales offices, buildings and trailers and construct model homes to conduct its construction, sales and marketing of the Property.

- d. Prior to the Turnover Date, the Developer shall not be obligated to pay any amounts to the Association as an Assessment (either general or special). Prior to the Turnover Date, the Developer may elect to pay to the Association payments ("Subsidy Payments") in an amount equal to the difference between the actual expenses incurred by the Association (not including reserves) and the amount of Assessments paid by the Owners in accordance with the terms and conditions of this Declaration. The Declarant may make Subsidy Payments as needed, as determined by Developer, during such period. A final accounting shall be made between Developer and the Association with respect to the Subsidy Payments as soon as practicable after the Turnover Date. The Developer shall not be responsible for the payment of any amounts to the Capital Reserve. If Developer elects to make Subsidy Payments, upon Turnover, the Developer shall have no further obligation for payment of the Subsidy Payments.

## **ARTICLE 5**

### **EASEMENTS AND PROPERTY RIGHTS**

5.1. Easements and Use and Enjoyment An Easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Owner shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- a. The right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area.
- b. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area.

Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board and by a majority of the Members, voting at a general or special meeting duly called and held in accordance with the By-Laws.

- c The right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the Members of the Board of Directors, has been recorded.

5.2 Rights of Occupants. All persons who reside on a Lot shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that Lot, as provided in the By-Laws.

5.3. Utility Easements. The authorized telephone company, Commonwealth Edison Company, the authorized cable television company, Nicor, Village of Antioch, Illinois, and all other suppliers of utilities serving the Property are hereby granted the right to install, lay, construct, operate, maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, switching apparatus and other equipment, including housings for such equipment, into, over, under, on and through the Property for the purpose of providing utility services to the Property or to any portion of Additional Property, whether or not annexed hereto. Every Owner is also hereby granted an easement of ingress and egress over and upon the Common Area and any other Lot for any and all purposes arising out of the construction, installation, repair, maintenance, replacement and inspection of utilities servicing such Owner's Lot

5.4 Encroachments. In the event that (a) by reason of settlement, shifting or movement, any dwelling, garage or other improvement as originally constructed by the Developer on any Lot or upon the Common Area overhangs or otherwise encroaches or shall hereafter encroach upon any other Lot or upon the Common Area, or (b) by reason of such settlement, shifting or movement it shall be necessary or advantageous to an Owner to use or occupy any portion of the Common Area for any reasonable use appurtenant thereto which will not unreasonably interfere with the use or enjoyment of the Common Area by other Owners, or (c) by reason of settlement, shifting or movement of utility, ventilation and exhaust systems, as originally constructed by Developer, any mains, pipes, ducts or conduits servicing any Lot or more than one Lot, encroach or shall hereafter encroach upon any part of any Lot or the Common Area, then, in any such case, valid easements for the maintenance of such encroachment and for such use of the Common Area, together with the right to enter upon such other Lot or Common Area to maintain, repair and replace such other Lot or Common Area to maintain, repair and replace such encroachment, are hereby established and shall exist for the benefit of such

Lot or the Common Area, as the case may be, so long as such dwelling, garage or other improvement shall remain standing, provided, however, that if any such dwelling, garage or other improvement is partially or totally destroyed and thereafter repaired or rebuilt, the same encroachment may be re-established and the easements herein granted for the maintenance, repair and replacement thereof shall continue in force; provided further that in no event shall a valid easement for any encroachment or use in the Common Area be created in favor of any Owner if such encroachment or use was created by the intentional, willful or negligent conduct of any Owner or that of his agent

**5.5 Conservancy Lots/Conservancy Easements.** Certain Lots located within the Property shall be conservancy lots ("Conservancy Lots") as indicated on the Plat of Subdivision which shall contain a conservation easement ("Conservation Easement") for the rear ten feet (10') to twenty feet (20') inward from the rear property lines of such Conservancy Lots. The Conservancy Lots shall be subject to planting restrictions as set forth below. The Association and Owners who own any of the Conservancy Lots as shown on the Plat of Subdivision shall comply with the following restrictions as requested by the Village of Antioch, Illinois ("Village") and the Illinois Department of National Resources ("IDNR"):

- (a) All portions of the Conservation Easement shall be maintained in their natural, undisturbed condition,
- (b) No man-made structures of any kind shall be constructed within the Conservation Easement unless shown on the final landscape plan and engineering drawings filed with the Village;
- (c) No grading shall be conducted within the Conservation Easement except in accordance with applicable Village codes;
- (d) No portion of the Conservation Easement shall be mowed, cultivated, sprayed or in any way disturbed without following the required procedures and approval of the Village; and
- (e) All areas so designated within the Conservation Easement shall be kept free of debris by the Association and/or Owner.

**5.6 Easement to Association.** An easement is hereby declared, reserved and created over and upon the Common Area for the benefit of the Association and the Association shall have the right and easement of access to and of ingress and egress on, over, across, in, upon and to the Common Area for the purposes of maintaining the Common Area.

**5.7 Watering Costs.** The Declarant reserves for itself and for the Association, their designees, successors and assigns, the right to attach hoses and other water sprinkling devices to and obtain water from water faucets located on the outside of any

Lot improvement in order to assist in caring out their duties and responsibilities as provided for herein. If said water faucets are "metered" to a particular Lot, the Owner of said Lot shall promptly be reimbursed by the Association as to said costs incurred. The method of implementation in the amount of said reimbursement shall be decided by the Board based upon estimated water use at current water rates and the Owners whose water is to be used will be notified by the Board prior to the beginning of each landscaping season.

5.8 Easements Run With the Land All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any owner, purchaser, mortgagee or to the person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

## **ARTICLE 6**

### **COVENANT FOR ASSESSMENTS**

6.1. Creation of the Lien and Personal Obligation for Assessments Each Owner of a Lot (excluding Declarant and Developer or any Lot utilized by Developer or Declarant), by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot (except a Lot owned by Declarant) against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when such assessment fell due.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

**6.3 Assessment Procedure - Annual Assessments.**

- a. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. On or before the next January 1, following the preparation of the budget, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Association the annual assessments in a manner as shall be approved and directed by the Board, which may be in one yearly installment, quarterly, monthly or other incremental installments. On or before May 1 of each year following the initial meeting, the Board shall supply to all Owners an itemized accounting, on an accrual or cash basis, of expenses for the preceding twelve (12) months together with a tabulation of the assessments and showing net excess or deficit, on an accrual or cash basis, of income over the sum of expenses plus reserves. Any such excess may, at the discretion of the Board, be retained by the Association and shall be placed in a reserve account.
- b. If said annual assessments prove inadequate for any reason, including non-payment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 6.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.
- c. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner 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 the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered

6.4 Special Assessments for Capital Improvements In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Area and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed Twenty Five Thousand and No/100 Dollars (\$25,000 00) for all Lots involved shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by the Members present at a general or special meeting duly called for that purpose or, in lieu of such Member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

6.5 Capital Reserves To the extent the annual budget includes or establishes a reserve portion thereof or an amount specifically designated as a capital reserve, then that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

6.6. Initial Operating Contribution. Developer shall collect from each initial purchaser of a Lot, at the closing of the sale of such Lot, a sum equal to three (3) months assessments based on the Association budget then in effect to be used for the operating needs of the Association.

6.7. Notice and Quorum Written notice of any meeting called for the purpose of authorizing special assessments which requires approval of the Members shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting. At the first such meeting called, the presence of voting Members in person or by proxy having sixty percent (60%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be



one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.8. Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

6.9. Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a monthly late charge for all delinquent assessments as determined in its sole and exclusive discretion. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments. In addition, in the event an Owner fails to pay his/her assessments as provided in this Declaration, the Association shall have the right to deny such Owner's access to the Common Areas.

6.10. No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

6.11. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

6.12. Collecting Association. The Association shall be the Collecting

Association, as defined under the terms and conditions of the Master Association Declaration, with respect to the Property. The Association shall act as the agent for the Master Association for the purpose of collecting assessments under the terms and conditions of the Master Association Declaration from the Members of the Association at such times and in such amounts as shall be determined from time to time by the Master Association Board, as defined in the Master Association Declaration. The Association shall be required to remit funds to the Master Association if and when funds are actually collected and received by the Association; provided, that, if the Association receives a partial payment of an amount due which is not sufficient to satisfy the amounts then due to both the Association under this Declaration and the Master Association under the terms and conditions of the Master Association Declaration, the Association shall remit to the Master Association an amount equal to that portion of the amount received which is equal to the ratio of: (i) the amount due to the Master Association to (ii) the total due to both the Master Association and the Association, multiplied by (iii) the amount actually received by the Association. The Association shall use reasonable efforts to collect amounts due to the Master Association with respect to each Unit, and shall pursue collection of delinquent amounts in the same manner as it pursues collection of delinquent amounts due to the Association for its own account. Notwithstanding the foregoing, the Association shall not be obligated to make payments to the Master Association except and to the extent the Association has actually received funds from a Unit Owner as provided for in this Paragraph, it being understood that the Association shall act merely as a Collection Agent for the Master Association with respect to the Property and shall use its best efforts to collect delinquent accounts, but shall not be in any way liable for payment of any amounts which are not successfully collected by the Association.

## **ARTICLE 7**

### **EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS**

In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and the cost and expense of which shall be paid for by the Association from assessment funds:

7.1. Common Area. The Association shall maintain, repair, replace and manage the Common Area and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be

in the best interests of the Association and its Members.

## **ARTICLE 8**

### **RIGHTS OF FIRST MORTGAGEES**

8 1. In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary:

Unless at least fifty-one (51) percent of the first mortgagees (based upon one vote for each first mortgage owned) of individual Lots (hereinafter referred to as "First Mortgagees") have given their prior written approval, the Association shall not be entitled to:

- a By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvement thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.
- b Change the method of determining the obligations, assessments, dues, reserves for maintenance, repair and replacement of Common Areas, or other charges which may be levied against a Lot and the Owner thereof as provided in Article 6, subject, however, to the provisions in Paragraph 8 05 hereof.
- c. By act or omission waive, abandon or materially change any scheme or regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of any dwelling or garage on a Lot, the exterior maintenance of any such dwelling or garage, the maintenance of common fences and driveways, if any, or the upkeep of lawns and plantings on the Property.
- d Fail to maintain fire and extended coverage insurance on the insurable improvements in the Common Area in an amount not less than one hundred percent (100%) of the full insurable replacement cost.
- e. Use hazard insurance proceeds for losses to any improvements to the Common Area for other than the repair, replacement or

reconstruction of such improvements

- f. Change the responsibility for maintenance and repairs of the Common Area and/or Lots thereof as provided in Article 7
- g. Change the interests in the Common Area or rights to their use
- h. Change the voting rights of any Member of the Association
- i. Impose any restrictions on a Lot Owner's right to sell or transfer his or her Lot.
- j. By act or omission, seek to terminate the legal status of the Association after substantial destruction or condemnation.

8.2. First Mortgagees shall have the right to examine the books and records of the Association at reasonable times upon reasonable notice.

8.3. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area and First Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

8.4 Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by the mortgagor of such Lot in the performance of such mortgagor's obligations hereunder or under the By-Laws or rules and regulations of the Association which is not cured within thirty (30) days

8.5 First Mortgagees are entitled to timely written notice, if requested in writing of.

- a. Any condemnation or casualty loss that affects either a material portion of the project or the lot securing its mortgage;
- b. Any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot on which it holds the mortgage;
- c. A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the owners' association, and
- d. Any proposed action that requires the consent of a specified percentage or eligible mortgage holders.

The request must include the Owners' Association, stating both its name and address and the Lot address of the Lot it has a mortgage on

This Article 8 may be amended only with the written consent of fifty percent (50%) of the First Mortgagees (based upon one vote for each first mortgage owned)

## **ARTICLE 9**

### **ARCHITECTURAL CONTROL**

9.1 General Review and Approval Except for improvements constructed by Developer, no building, fence, wall, or other structure shall be commenced, erected or maintained upon the Property or upon any Lot, dwelling, garage or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, except such as are erected or approved by the Developer, until written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing by the Board or by an architectural committee composed of three (3) or more representatives appointed by the Board. Prior to the Turnover Date, Developer shall have the right to exercise all matters with regard to the architectural committee. The Board may establish an architectural review committee which shall consist of up to five (5) (but not less than three (3) members), all of which shall be Owners and whom may or may not be members of the Board, provided that prior to Turnover, such members do not have to be Owners. The regular term of office for each member shall be one (1) year, coinciding with the annual meeting of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall serve the remainder of the term of the former member. Notwithstanding the foregoing to the contrary, any member appointed to the Architectural Review Committee by the Board shall be subject to the prior approval of Declarant until that date which is one (1) year from and after the date on which Declarant's right to appoint and remove officers and directors of the Association is terminated. The Architectural Review Committee may meet once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. A majority of the committee members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person at a meeting of the Architectural Review Committee on any matter before it shall constitute the approval of the Committee.

The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. The Board may adopt rules and regulations governing the procedure utilized by the Architectural Review Committee. Further, notwithstanding the foregoing to the contrary, the Declarant shall be exempt from review by the Architectural

Review Committee for any improvements made by Declarant on the Property. Except as otherwise provided herein, no structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Declaration and approved by the Board or Architectural Review Committee. All structures on the Property shall be of new construction.

**9.2 Television Antenna.** Notwithstanding the provisions of paragraph 9.1 herein, no outdoor television antenna shall be affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot or upon any other portion of a Lot, or on any portion of the Common Area, except for a single television mast antenna, without express written consent of the Board.

**9.3 Devices Designed for the Air Reception of Television Broadcast Signals.** In compliance with Section 207 of the Telecommunications Act of 1996, and the rules and regulations promulgated thereby, devices designed for over-the-air reception of television broadcast signals, multichannel multipoint distribution services or direct broadcast satellite services (collectively "Dishes") which promote a viewer's ability to receive video programming services, shall be permitted and may be affixed to or placed upon the exterior walls or roof of any dwelling, garage or other improvement on a Lot, provided, however, Dishes shall be placed, to the extent feasible, in locations that are not visible from any street, provided, that this placement permits reception of any acceptable quality signal. Any and all Dishes permitted pursuant to this Section shall be installed in full compliance with all health, safety, fire and electrical codes, rules, regulations, ordinances, statutes and laws of the Federal Government, State of Illinois, Lake County and local municipalities and the Association (collectively "Health and Safety Laws"). All Dishes installed shall be properly grounded and installed in full compliance with all installation requirements of the manufacturer and all Health and Safety Laws. No Dishes shall be installed within the close proximity of any power lines. All Dishes installed, to the extent feasible, shall be painted or of such color so that the Dish blends into the background against which it is mounted, provided, however, said painting requirement does not prohibit or unreasonably interfere with the reception or signal received by the viewer. Notwithstanding anything contained herein to the contrary, the installation of any Dish shall be at the Owner's sole risk and sole cost and expense and, in the event the installation of any Dish causes any damage or destruction to any dwelling or other improvement installed by Developer or any Lot or voids or impairs any warranty which runs for the benefit of the Developer, other Lot Owners or the Association, the Owner installing and owning any Dish shall be liable and responsible for and shall pay for any and all costs, expenses, fees and damages and repair any and all damage or destruction created thereby, including reasonable attorneys' fees and court costs. No Dish shall be affixed to, installed or placed upon the Common Area except upon the prior written consent of the Developer, not to be unreasonably withheld, and shall only be installed, affixed or placed upon the Common Area in conjunction with the Association's duly adopted rules and regulations. Notwithstanding anything contained herein to the contrary, any Owner installing and affixing any Dish to a Lot, improvement, dwelling or the

Common Area hereby agrees to and shall indemnify, defend and hold Developer and the Association harmless from and against any and all costs, expenses, suits, damages, destruction to any real property or any person, including attorneys' fees and court costs, caused by, either directly or indirectly, the installation, affixing and maintaining, whether by said Owner or a third party contractor, of a Dish pursuant to this Declaration. This Section 9.3 shall be binding upon and inure to the benefit of each Owner and his/her heirs, successors and assigns and shall be effective upon recordation in the Office of the Lake County Recorder of Deeds.

9.4. Repair and Reconstruction In the event of damage to or destruction of any dwelling, garage or other improvement installed by Developer on any Lot, the Owner or Owners from time to time of any such improvement covenant and agree that they will, within a reasonable time after such destruction, repair or rebuild the same in a substantial and workmanlike manner with materials comparable to those used in the original structure, and shall conform in all respects to the laws or ordinances regulating the construction of such structures in force at the time of such repair or reconstruction. The exterior of such structure, when rebuilt, shall be substantially the same as and of architectural design conformable with the exterior of such structure immediately prior to such damage or destruction. If an Owner fails to make the necessary repairs or reconstruction within thirty (30) days after written notice is sent, the Board may cause the same to be done and the cost thereof shall be charged to such Owner as his personal obligation and shall be a lien on his Lot.

## ARTICLE 10

### LEASE OF LOTS

Any lease agreement between an Owner (excluding Developer and Declarant) and a lessee shall be in writing and shall provide that the terms of such lease are subject in all respects to the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association, and that failure by the lessee to comply with the terms of such documents shall be a default under the lease. To verify this, a Rider, which can be obtained from the Board, must be signed and attached to every lease and returned to the Board. Notwithstanding, no lease is to be less than thirty (30) days. Other than the foregoing, there is no restriction on the right of any Owner, including Declarant or Developer, to lease any Lot it owns.

## ARTICLE 11

### RIGHTS OF VILLAGE OF ANTIOCH

11.1. Easements. The Village is hereby granted an easement into, over, under,

on and through the Common Areas and Lots for the purpose of repair, maintenance and replacement of the Common Areas. Such easement shall run with the land and shall remain in full force and effect.

11.2 Repair of Common Areas. In the event the Association fails to maintain, repair and/or replace the Common Areas as set forth in this Declaration, the Village shall have the right, but not the obligation, to maintain, repair and replace the Common Areas. In the event the Village takes on the responsibility of repairing, maintaining or replacing any portion of the Common Areas, the Village shall have the right to charge the costs thereof back to the Association. In addition, the Village shall have the right to record a lien upon the Property with the Office of the Recorder of Deeds of Lake County, Illinois in the event the Association fails to pay or reimburse the Village for the costs expended by the Village in accordance with the terms and conditions of this Section. In addition, the Village shall have the right to collect its reasonable attorney's fees and court costs in enforcing the terms and conditions of this Declaration as well as charge interest on monies advanced by the Village at the rate of eighteen percent (18%) per annum from the date incurred through the date in which the Village has been fully reimbursed.

11.3. Amendments. No amendment may be made to any provision contained in this Declaration, including this Article 11, which grants the Village rights without the prior written consent of the Village.

11.4 Common Areas and Easements. Declarant, and thereafter upon its establishment, the Association, shall be charged with the responsibility for the ownership and maintenance, landscaping, repair, restoration and upkeep of the Common Area, detention ponds and common drainage-ways, and may employ, retain or contract with appropriate entities or individuals as necessary to perform the obligations stated herein. Upon the failure of the Declarant or the Association to perform any of its maintenance duties or obligations relating to the common area drainage facilities within thirty (30) days after receipt of written notice from the Village to the Association mailed to the Associations last address known to the Village, the Village shall have the right, but not the obligation, to enter upon the Property and Common Areas to abate, correct, maintain or eliminate any nuisance or any violation of any Village ordinance, state statute or other law at the expense of the Association, provided, however, that no notice shall be required in the event that the Village President or other Village Official designated from time to time by the President and Board of Trustees of the Village determines if an emergency exists, the Village may enter the Property and Common Area without first giving notice to the Association.

11.5. Village Easements. Declarant hereby grants to the Village a perpetual easement over the common area storm water management facilities, for purposes of maintenance of stormwater management facilities. Declarant also hereby grants to the Village a perpetual easement over all common areas as located for the purpose of



maintaining or repairing the forgoing facilities should the Association fails to perform any and all reasonably required activities with respect to the preservation or maintenance of the drainage facilities in the event that the Association fails to do so in the appropriate manner

The Village shall be reimbursed by the Declarant or the Association within thirty (30) days of receipt of an invoice for the cost of any work performed by the Village under the provisions of this Article 11. To the extent the Village is not reimbursed for such costs, The Village shall have lien rights, ratably, on all the Lots. Should the Association not be formed or should the Association be inactive without elected officers within the past twelve (12) months immediately preceding any such work, then the Village need not provide a demand for reimbursement before utilizing its right to lien the Lots

## **ARTICLE 12**

### **ANNEXING ADDITIONAL PROPERTY**

12.1. Additional Parcel The Declarant, Developer, and their successors and assigns, hereby reserve the right and option, at any time and from time to time, within twelve (12) years from the date of the recording of this Declaration in the office of the Recorder of Deeds of Lake County, Illinois, to add-on and annex to the Property, all or any portion of the property legally described on Exhibit "D" attached hereto and incorporated herein by reference ("Future Development Parcel"), by recording an amendment or amendments to this Declaration executed by the Declarant (every such instrument being hereinafter referred to as "Amendment to Declaration") which shall set forth the legal description of the additional parcel or parcels ("Additional Parcel") within the Future Development Parcel to be annexed to the Property. Upon the recording of every such Amendment to Declaration, the Additional Parcel shall be deemed submitted and governed in all respects by the provisions of this Declaration and shall thereupon become part of the Property. No portion or portions of the Future Development Parcel shall be subject to any of the provisions of this Declaration unless and until an Amendment to Declaration is recorded annexing such portion or portions to the property as aforesaid. The Owners shall have no rights whatsoever in or to any portion of the Future Development Parcel, unless and until an Amendment to Declaration is recorded annexing such portion to the Property as aforesaid. Upon the expiration of said twelve (12) year period, no portion of the Future Development Parcel which has not theretofore been made part of or annexed to the Property shall thereafter be annexed to the Property. No portion of the Future Development Parcel must be added to the Property. Portions of the Future Development Parcel may be added to the Property at different times within such ten (10) year period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Future Development Parcel may be added to the Property, (ii) fixing the boundaries of these portions, or (iii) on the location of improvements which may be made on the Future Development Parcel.

**12.2. Amendments to Declaration Adding Additional Property** Every Amendment to Declaration shall include the legal description of the portion or portions of the parcel which shall add to the legal description of the Parcel that portion or portions of the Future Development Parcel annexed to the Property.

**12.3 Existing Mortgages** Upon recording of every Amendment to Declaration, the lien of every mortgage encumbering an existing Lot shall automatically be deemed to be adjusted and amended to encumber such Lot as set forth in such Amendment to Declaration.

**12.4. Binding Effect** Every Owner and every mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Owner, by such person's or entity's acceptance of any deed or mortgage or other interest in or with respect to any Lot, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article 12, (ii) the recording of every Amendment to Declaration, and (iii) all of the provisions of every Amendment to Declaration which may hereafter be recorded in accordance with the provisions of this Article 12.

## **ARTICLE 13**

### **GENERAL PROVISIONS**

**13.1. Enforcement.** In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6. If any Owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6.

**13.2. Severability.** Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

13.3. Title in Land Trust In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot

13.4. Amendments The provisions of Article 5 and Paragraph 6.1, and this paragraph may be amended only by an instrument in writing setting forth such amendment signed and acknowledged by all Owners. Subject to Article 8, the remaining provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least sixty-six and two thirds (66 2/3%) percent of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having at least sixty-six and two thirds (66 2/3%) of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Lake County, Illinois

13.5. Special Amendment Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by the Owners hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and irrevocably granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as

proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservations of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. Notwithstanding anything herein to the contrary in this Declaration, no amendment may be made to this Declaration which effects any of the rights or obligations of the Declarant and/or Developer without the prior written consent of the Declarant.

**13.6 Headings.** All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

**13.7 Assignment.** Notwithstanding anything herein to the contrary, Declarant and/or Developer reserve(s) the right to transfer, assign, mortgage or pledge any and all of either respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Lake County, Illinois. Upon such assignment, Declarant and/or Developer, as the case may be, shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of Declarant and/or Developer shall have or incur any liability for the obligations or acts of any predecessor in interest.

**13.8 Mailing Address.** Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

**13.9 Notices.** Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.

**13.10 Binding Effect.** Except for matters discussed in Article 8 of this Declaration, the easements created by this Declaration shall be of perpetual duration unless cancelled in a written document signed by ninety percent (90%) of the Owners. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this

Declaration, their respective legal representatives, heirs, successors and assigns

**13.11. Building Codes.** All structures within the Property shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village. If and to the extent there are any conflicts between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, such conflicts shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the Village

**13.12. Fertilizers and Hazardous Materials.** To minimize the costs of maintaining the storm water management system, to avoid pollution, and to protect downstream water quality, the application of lawn chemicals, including pesticides, shall be held to a minimum. Owners will be held responsible for the application of lawn care chemicals to their Lot. Lawn and garden fertilizers and soil amendments should be applied in accordance with recommendations developed through soil tests to avoid over application. All fertilizers, amendments, and pesticides should be applied at or below recommended rates. Granulated slow release fertilizers are recommended, the use of liquid fertilizers is discouraged because they are more soluble and more likely to damage the storm water management system. Special care must be taken when using pesticides which are toxic to fish and aquatic organisms. In the event a storm water facility is being damaged by nutrient or chemical loading, the Association shall have the right, without notice, to enter upon any Lot tributary to that facility to obtain a soil sample for testing. When tests demonstrate that lawn chemicals have been applied at excessive rates, the Association may fine the Owner of each such Lot, which may cover the costs of the soil testing and repairing the damage to the storm water management facility. No Owner shall maintain or place, nor cause or permit to maintain or place, any hazardous substances upon the Property as defined by Section 3.14 of the Environmental Protection Act (415 ILCS 5/3.14). The Association shall have the right to cause the removal of any such hazardous substances at the sole cost and expense of the offending Owner.

**13.13. Landscape Maintenance.** To preserve the aesthetic appearance of the Property, no landscaping, grading, excavation or filling of any nature whatsoever shall be implemented or installed by any Owner, other than Declarant, until the plans therefore have been submitted to and approved in writing by the Board or the Architectural Review Committee. No hedge or shrubbery planting or tree which have obstruct site lines of streets and roadways within the Property shall be placed or permitted to remain on any Lot, where such hedge, shrubbery or tree interferes with traffic site lines, including site lines at the intersection of a driveway and a road or street within the Property. Except as otherwise provided in this Declaration, each Owner shall regularly mow and trim all areas within his Lot covered with ground cover and shall keep all areas within his Lot designed or intended for the proper drainage or detention for water, including soil lines and ditches unobstructed and shall mow and maintain such areas so as to keep such areas in good

and functional condition. No trees, plantings, shrubbery, fencing, patio structure, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing rate, blocking or regarding or redirecting soils, ditches or drainage areas or otherwise

**13.14. Fences.** No fences shall be located in any areas designated on the Plat of Subdivision as a "landscape easement area" No fence shall be located in front of the line formed by the front of any improvement located upon a Lot, as extended to the side Lot lines. On corner Lots, side yard fences cannot extend beyond the building line setback. Fences on Lots that are adjacent to or have an exposure to Deercreek Drive and/or Route 173 are required to be identical in design and of the style approved by the Architectural Control Committee. Fences on Lots that are adjacent to or have an exposure to Sprenger Park or other open space are required to be identical in design and of the style approved by the Architectural Control Committee. Fences on Lots that border Mary's Park must have the identical fence that is installed at Mary's Park, and are not subject to the requirement along Deercreek Drive. All fences constructed upon the Property, shall be in accordance with Village ordinances, shall not be more than four feet (4') high and shall be approved by the Board or the Architectural Review Committee.

**13.15. Basketball Hoops.** Basketball hoops must installed in accordance with the then current rules and regulations of the Association and approved by the Board or the Architectural Review Committee.

**13.16. Wetlands and Buffer Areas.** Certain portions of the Common Area have been identified by the Army Corps of Engineers as wetland areas. In addition, the Common Area includes land surrounding these wetland areas called buffer areas. The use of these wetland and buffer areas is subject to strict compliance with the provisions of this Declaration, the By-laws and the Rules and Regulations of the Association and any guidelines or mandates promulgated by the Army Corps of Engineers or any other governmental agency. It is the responsibility of the Association to maintain and enforce any such provisions and/or mandates

## **ARTICLE 14**

### **ILLINOIS DEPARTMENT OF NATURAL RESOURCES NATURAL AREA**

The property immediately adjacent to the Property to the northwest and north is owned by the Illinois Department of Natural Resources ("IDNR") and is commonly known as the Redwing Slough-Deer Lake State Natural Area ("Natural Area"). The Natural Area is governed by the IDNR in accordance with the Illinois Endangered Species Protection Act (520 ILCS 10/11), Illinois Natural Areas Preservation Act (525 ILCS 30/17) and Title 17 of the Illinois Administrative Code, Part 1075. Access to the Natural Areas is governed by the IDNR and is legally permissible only by permit issued by IDNR as regulated by its

policies Any unauthorized access to the Natural Area constitutes an act of criminal trespass and violators are subject to arrest and, upon conviction, such finds as established by Law. Based upon the fact that the Natural Area is the home of a variety of wildlife and vegetation protected by the above referenced statutory sections, the IDNR is understandably concerned about the increased potential for unauthorized use of the Natural Area by future residents within the Association. All owners, family members, tenants, guests, invitees, servants and agents shall refrain from any trespass onto the Natural Area adjacent to the Property and the designated wetland areas located on the Property which would be in violation of any law or governmental code or regulation governing the Natural Area and the designated wetland areas included within the Property

#### **ARTICLE 15**

#### **WETLAND CONSERVANCY AREAS**

All areas designated on the Plat of Subdivision as "wetland conservancy areas" located upon the Lots or the Common Areas within the Property shall be maintained in their natural, undisturbed condition, and no man-made structures of any kind shall be constructed thereon. In addition, no grading shall be permitted on any conservancy areas, except according to the final landscape plans for the Property and in accordance with the appropriate Village regulations. All natural vegetation located within the wetland conservancy areas shall be preserved and maintained and should not be mowed, cultivated, sprayed or in any way disturbed without following the required procedures of the Village.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, Neumann Homes, Inc has executed this Declaration as of the date and year first above mentioned

NEUMANN HOMES, INC.

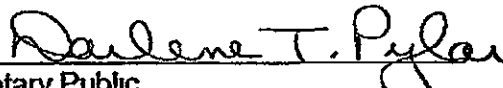
By

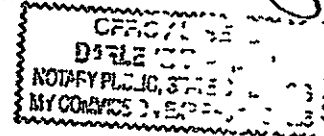
  
Kris Zwycewicz  
North Division Manager

STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF DuPage    )

I, Darlene T. Pylar, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Kris Zwycewicz, as North Division Manager of Neumann Homes, Inc., an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing Declaration of Covenants, Conditions, Easements and Restrictions for the NeuHaven Homeowners Association, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said Declaration, on behalf of the corporation and as his free and voluntary act, for the uses and purposes therein set forth

GIVEN under my hand and seal, this 10 day of December, 2003.

  
Notary Public





**CONSENT OF MORTGAGEE**

Indymac Bank, F.S.B., holder of a Mortgage on the Property legally described on Exhibit A attached hereto, hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Easements and Restrictions for Neuhausen Master Association and agrees that said Mortgage is subject thereto

IN WITNESS WHEREOF, Indymac Bank, F.S.B. has caused this Consent of Mortgagee to be signed by its duly authorized officer on its behalf, on this 5th day of December, 2003

**INDYMAC BANK, F.S.B.**

By  
Its

CARLIE ANDERSON, VICE PRESIDENT

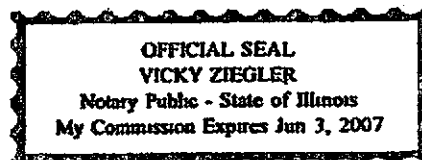
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, Vicky Ziegler a Notary Public in and for County and State aforesaid, do hereby certify that CARLIE ANDERSON, known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 5th day of December, 2003.

Vicky Ziegler  
Notary Public

My Commission Expires: 6-3-07



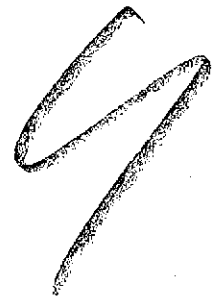
# **EXHIBIT "A"**

## **LEGAL DESCRIPTION**

**[See Attached]**

## Exhibit A

That part of the Northwest Quarter of Section 14 and the South Half of the Southwest Quarter of Section 11 described as follows Beginning at the Northeast corner of said Northwest Quarter of Section 14 thence South 00 degrees 03 minutes 55 seconds East along the East line of the Northwest Quarter of said Section 14 2590.96 feet to a point on the North right-of-way line of Illinois Route 173 thence South 89 degrees 41 minutes 46 seconds West along the North right-of-way line of Illinois Route 173 1691.82 feet thence North 00 degrees 18 minutes 14 seconds West 305.00 feet thence South 89 degrees 41 minutes 46 seconds West 110.00 feet, thence North 00 degrees 18 minutes 14 seconds West, 45.00 feet thence South 89 degrees 41 minutes 46 seconds West 135.58 feet, thence North 39 degrees 20 minutes 16 seconds East, 286.86 feet, thence South 50 degrees 36 minutes 43 seconds East, 179.00 feet to a point of curvature, thence Southeasterly along a curved line concave to the Northeast having a radius of 407.00 feet, an arc length of 78.93 feet and a chord length of 78.81 feet bearing South 56 degrees 10 minutes 05 seconds East to a point, thence North 38 degrees 39 minutes 35 seconds East 63.98 feet, thence North 16 degrees 44 minutes 37 seconds East 119.43 feet thence North 40 degrees 15 minutes 01 seconds East 125.35 feet thence North 42 degrees 53 minutes 03 seconds East 132.84 feet thence North 44 degrees 49 minutes 46 seconds East 82.07 feet thence North 51 degrees 16 minutes 47 seconds East 86.34 feet thence North 46 degrees 47 minutes 03 seconds East 83.13 feet thence North 21 degrees 27 minutes 50 seconds East 47.67 feet thence North 50 degrees 02 minutes 07 seconds West 490.14 feet thence North 89 degrees 32 minutes 07 seconds West 100.00 feet thence South 36 degrees 42 minutes 45 seconds West 125.54 feet thence South 11 degrees 58 minutes 42 seconds East 86.41 feet thence South 78 degrees 04 minutes 16 seconds West 72.22 feet thence North 52 degrees 09 minutes 13 seconds West 44.35 feet, thence North 24 degrees 19 minutes 18 seconds West 67.20 feet thence North 58 degrees 36 minutes 27 seconds West 116.22 feet thence North 43 degrees 46 minutes 47 seconds West 80.40 feet thence North 47 degrees 19 minutes 40 seconds West, 184.61 feet, thence Northwesterly along a curved line concave to the Southwest having a radius of 427.00 feet an arc length of 264.64 feet and a chord length of 260.42 feet bearing North 12 degrees 10 minutes 10 seconds West to a point of reverse curvature thence Northwesterly along a curved line concave to the Northeast having a radius of 1117.00 feet an arc length of 287.42 feet and a chord length of 286.63 feet bearing North 22 degrees 33 minutes 10 seconds West to a point of tangency thence North 15 degrees 10 minutes 52 seconds West, 222.41 feet to a point of curvature thence Northeasterly along a curved line concave to the Southeast having a radius of 607.00 feet an arc length of 489.67 feet and a chord length of 476.50 feet bearing North 07 degrees 55 minutes 45 seconds East to a point of tangency thence North 31 degrees 02 minutes 23 seconds East, 262.87 feet to a point of curvature thence Northeasterly along a curved line concave to the Southeast having a radius of 407.00 feet, an arc length of 418.58 feet and a chord length of 400.37 feet bearing North 60 degrees 30 minutes 08 seconds East to a point of tangency thence North 89 degrees 57 minutes 07 seconds East, 66.24 feet; thence North 00 degrees 02 minutes 52 seconds West, 66.00 feet, thence North 89 degrees 57 minutes 07 seconds East 177.34 feet to a point of curvature thence Southeasterly along a curved line concave to the Southwest having a radius of 553.00 feet an arc length of 429.62 feet and a chord length of 418.90 feet bearing South 67 degrees 47 minutes 29 seconds East to a point of tangency thence South 45 degrees 32 minutes 07 seconds East 601.93 feet to a point thence North 44 degrees 27 minutes 53 seconds East 150.00 feet; thence North 15 degrees 32 minutes 07 seconds West 49.31 feet to a point of curvature thence Northwesterly along a curved line concave to the Southwest having a radius of 70.00 feet an arc length of 41.00 feet and a chord length of 40.41 feet bearing North 62 degrees 18 minutes 50 seconds West to a point of reverse curvature, thence Northwesterly and Northeasterly along a curved line concave to the East having a radius of 50.00 feet, an arc length of 147.52 feet and a chord length of 49.54 feet bearing North 05 degrees 25 minutes 47 seconds East to a point of tangency thence North 89 degrees 57 minutes 08 seconds East 12.01 feet thence Northeasterly along a curved line concave to the Northwest having a radius of 35.00 feet, an arc length of 54.98 feet and a chord length of 49.50 feet bearing North 44 degrees 57 minutes 08 seconds East to a point of tangency thence North 00 degrees 02 minutes 52 seconds West 301.30 feet thence North 89 degrees 57 minutes 08 seconds East 410.00 feet thence South 00 degrees 02 minutes 52 seconds East 52.47 feet thence North 89 degrees 57 minutes 08 seconds East 170.00 feet to a point on the East line of the South Half of the Southwest Quarter of Section 11 thence South 00 degrees 02 minutes 52 seconds East 490.00 feet to the point of beginning all in Lake County Illinois  
(Containing 5644.48809 sq. ft., or 129.5796 acres)



**EXHIBIT "B"**

**(SUBDIVISION PLAT)**

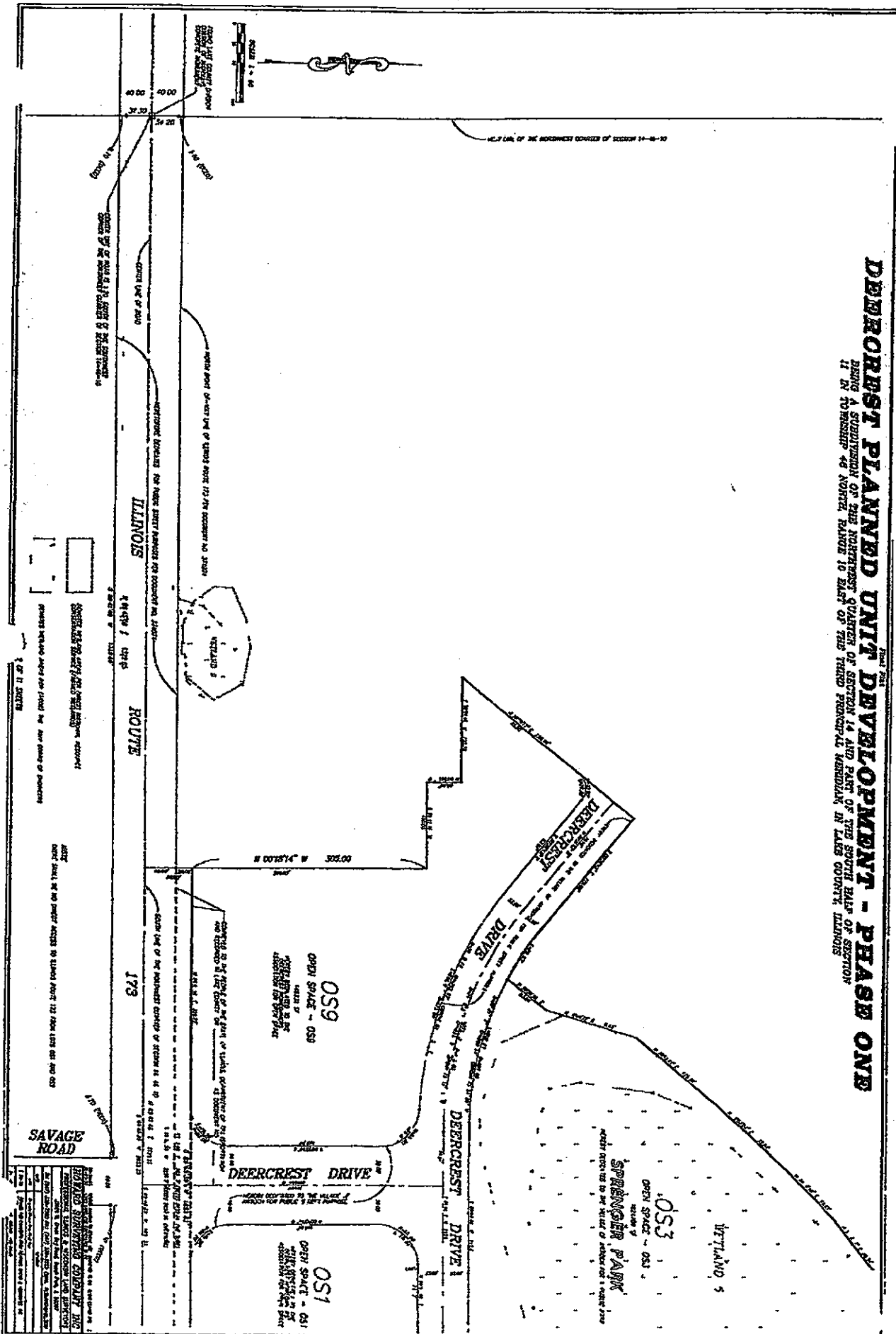
**COPY OF FINAL PLAT for PHASE 1**

**[See Attached]**

**DEEHOHEST PLANNED UNIT DEVELOPMENT - PHASE ONE**  
 (Area 201)  
 BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 14, AND PART OF THE SOUTH HALF OF SECTION 11, IN TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE 10TH PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS



BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 14 AND PART OF THE SOUTH HALF OF SECTION 11 IN TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS





# **DEERCREST PLANNED UNIT DEVELOPMENT - PHASE ONE**

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS

OS3

OPEN SPACE - OS3

SPRINGER PARK

AREAS DESIGNATED BY THE PLANNING BOARD FOR A PUBLIC PARK

TH-1

TH-1 TOWNHOUSE AREA

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# **DEERCREST PLANNED UNIT DEVELOPMENT - PHASE ONE**

BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 14, AND PART OF THE SOUTH HALF OF SECTION 15, IN TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, MINNESOTA

OS3

OPEN SPACE - OS3

SPRENGER PARK

NOT TO BE USED FOR A PARK LOT

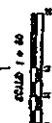
OS3

OPEN SPACE - OS3

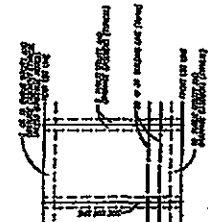
SPRENGER PARK

NOT TO BE USED FOR A PARK LOT

SECTION 14



AS PER A RECORD IN



SPRENGER PARK LOT AREA SHALL BE MAINTAINED

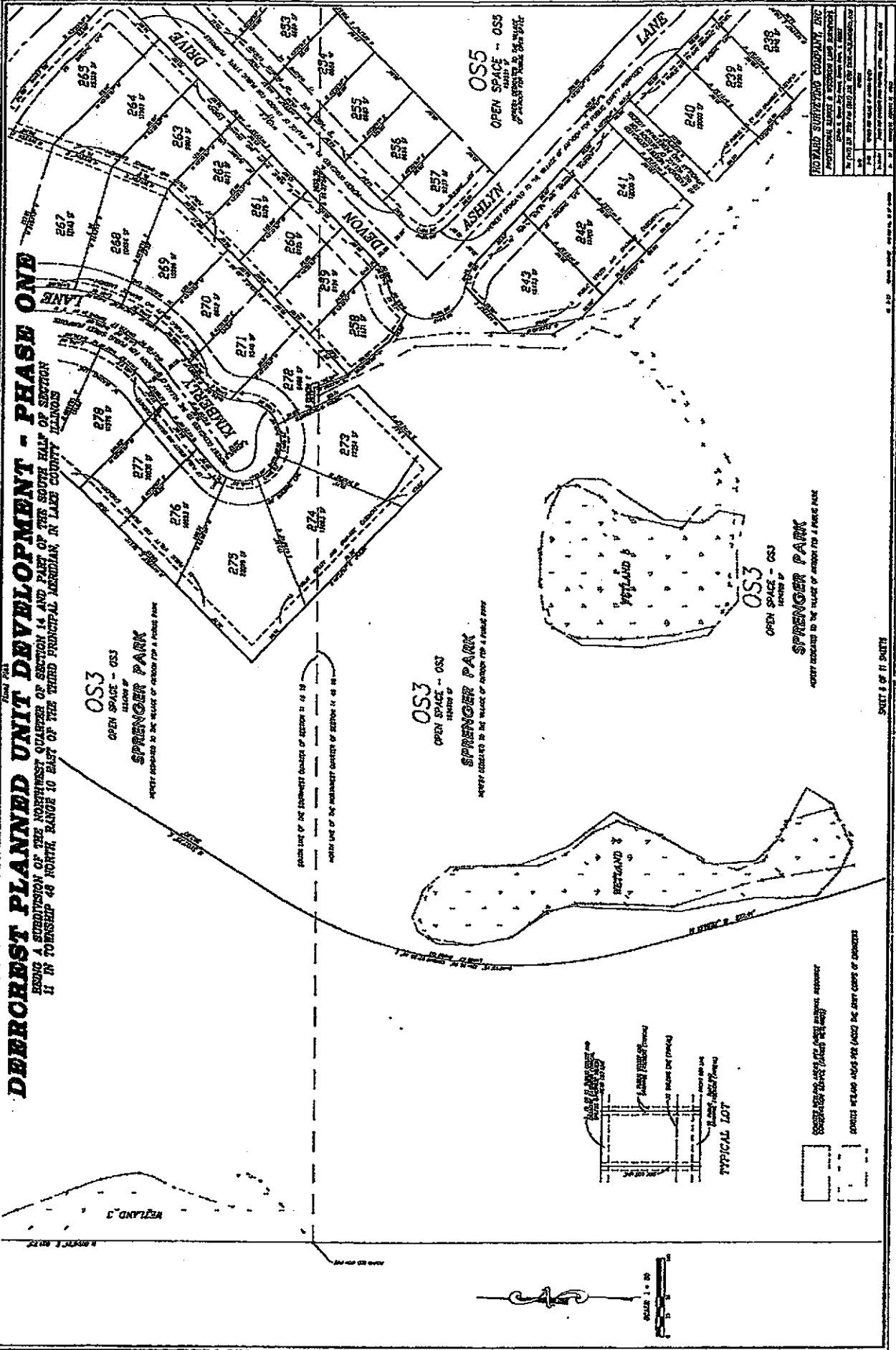
SPRENGER PARK LOT AREA SHALL BE MAINTAINED

SHEET 8 OF 10 SHEETS

PREPARED BY	HOWARD ENGINEERING COMPANY, INC.
DESIGNED BY	HOWARD ENGINEERING COMPANY, INC.
CHECKED BY	HOWARD ENGINEERING COMPANY, INC.
DATE	10/1/01
PROJECT NO.	01-01
SCALE	AS SHOWN
BY	HOWARD ENGINEERING COMPANY, INC.
DATE	10/1/01

# DEERCREST PLANNED UNIT DEVELOPMENT - PHASE ONE

BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 14 AND PART OF THE SOUTH HALF OF SECTION 11 IN TOWNSHIP 48 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS



OWNER	DEERCREST SUBDIVISION COMPANY, INC.
DESIGNER	PROFESSIONAL LANDSCAPE ARCHITECTS
DATE	2008
PROJECT	DEERCREST PLANNED UNIT DEVELOPMENT - PHASE ONE
LOCATION	LAKE COUNTY, ILLINOIS
SCALE	1" = 20'
BY	J. J. JONES
CHECKED BY	J. J. JONES
APPROVED BY	J. J. JONES
DATE	2008

SHEET 8 OF 11 SHEETS



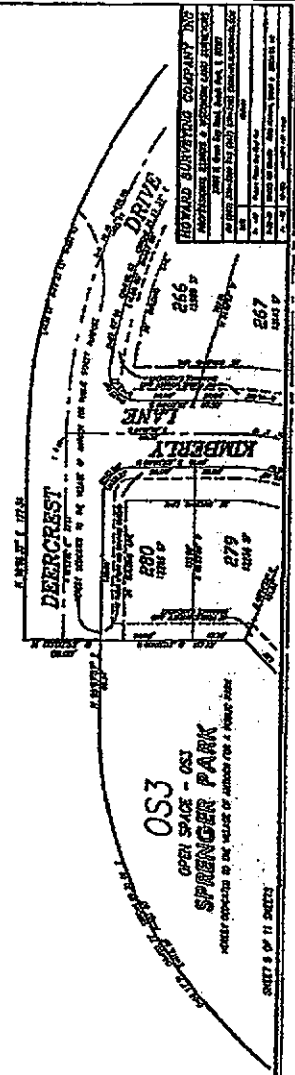
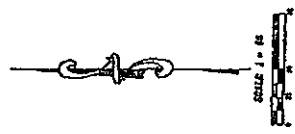
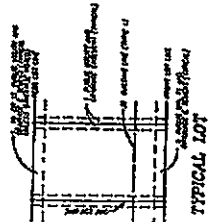


# **DEERCREST PLANNED UNIT DEVELOPMENT - PHASE ONE** BEING A SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 14 AND PART OF THE SOUTH HALF OF SECTION 11, IN TOWNSHIP 46 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS

Sheet No. 11

WEST LINE OF THE SOUTH HALF OF THE EASTMOST QUARTER OF SECTION 11 OF 14

WEST LINE OF THE SOUTH HALF OF THE EASTMOST QUARTER OF SECTION 11 OF 14



SHEET 11 OF 11 SHEETS

HOWARD SURVING COMPANY INC.	
SURVING & ENGINEERING	
1000 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33304	
TEL: (305) 555-1234 FAX: (305) 555-1235	
E-MAIL: hsc@hsc.com	
WWW: www.hsc.com	





**EXHIBIT "C"**

**BY-LAWS OF THE**  
**NEUHAVEN HOMEOWNERS ASSOCIATION**

**ARTICLE I**

**NAME AND LOCATION**

The name of the not-for-profit corporation is the NeuHaven Homeowners Association ("Association"). The principal office of the Association shall be located at Antioch, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of Lake as may be designated by the Board of Directors ("Board")

**ARTICLE II**

**BOARD OF MANAGERS**

Section 1. Administration of Property Prior to Election of Initial Board of Managers Until the election of the initial Board of Managers, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board of Managers by law and in the Declaration and By-Laws shall be held and performed by the Declarant. The election of the initial Board of Managers shall be held thirty (30) days after the occurrence of one of the following events:

- (a) Twelve (12) years from the date of the Declaration;
- (b) The sale and conveyance of legal title to all of the lots to owners other than Declarant or an assignee of Declarant; or
- (c) Declarant elects voluntarily to turn over to the members the authority to appoint a Board Within sixty (60) days following the election of a majority of the Board of Managers other than the Declarant, the Declarant shall deliver to the Board of Managers.

Within sixty (60) days following the election of a majority of the Board of Managers other than the Declarant, the Declarant shall deliver to the Board of Managers

- (1) All original documents pertaining to the Property (as defined in the



Declaration) and its administration such as the Declaration, By-Laws, Articles of Incorporation, minutes and any rules or regulations governing the Property.

- (2) A detailed accounting by the Declarant, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Association,
- (3) Association funds, which shall have been at all times segregated from any other monies of the Declarant;
- (4) A schedule of all personal Property, equipment and fixtures belonging to the Association, including documents transferring the Property,
- (5) Any contracts, leases, or other agreements made prior to the election of a majority of the Board of Managers other than the Declarant by or on behalf of Lot Owners.

## Section 2. Board of Managers (Board of Directors).

(a) The Board of Directors, also known as the Board of Managers, shall consist of three (3) persons who shall be appointed or elected in the manner herein provided, or such greater number as may be determined by Board resolution. Prior to the Turnover Date (as defined in the Declaration) the Board of Directors shall be appointed by Declarant. Such members of the Board of Directors need not be Owner. Each member of the Board shall be a Lot Owner and shall reside on the Property, provided, however, that in the event a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside on the Property unless he is a Board member nominated by the Declarant.

(b) At the initial meeting, the Voting Members shall elect three (3) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest-number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The two (2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the person receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and

which members shall have the one (1) year term. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each, provided, however, Board members may succeed themselves. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board prior to the Turnover Date and vacancies of the Board Members appointed by Declarant shall be filled by appointment by the Declarant. Other than the foregoing, vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose. Except as otherwise provided in the Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present (at its meetings at which a quorum exists.) A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may from time to time adopt.

Section 3. Officers The Board shall elect from among 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 and the Association and who shall execute amendments to the Declaration and By-Laws, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Provided, however, no officer shall be elected for a term of more than two (2) years. However, any officer may succeed himself in any office.

Section 4. Removal Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose, such meeting to be held within thirty (30) days after the special meeting which removed the Board-member.

Section 5. Meetings The Board shall meet at least four (4) times annually, on the first Monday of February, May, August and November and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Lot Owner, notice of any such meeting shall be received at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

Section 6. General Powers of the Board In addition to the duties and powers

inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and Declaration, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers

(a) preparation, adoption and distribution of the annual budget for the Property;

(b) levying of assessments,

(c) collection of assessments from members;

(d) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;

(e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(f) to have access to each Lot from time to time as may be necessary for the maintenance, repair or replacement of the Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or to other Lot or Lots or for inspection of the Lots to ensure compliance with the terms and conditions of the Declaration;

(g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Property or against the Common Area, rather than merely against the interests therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to said Lot owner or Lot Owners,

(h) to maintain and repair any Lot if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or any other portion of the Property, and a Lot owner of any Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Lot Owner, provided that the Board shall levy a special assessment against such Lot Owner for the cost of said maintenance or repair,

(i) The Board shall have the power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof,

or any other lawful assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith to the Association

(j) the Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Lots requiring an expenditure in excess of Twenty Five Thousand Dollars (\$25,000.00), without in each case the prior approval of Voting Members having two-thirds (2/3) of the total votes,

(k) all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such 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 Treasurer and countersigned by the President of the Board;

(l) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Lot Owners and occupants of the Property. Written notice of such rules and regulations shall be given to all Lot Owners and Occupants and the Property shall at all times be maintained subject to such rules and regulations;

(m) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board,

(n) nothing hereinabove contained shall be construed to give the Board, Association, or Lot Owners authority to conduct an active business for profit on behalf of all the Lot Owners or any one of them;

### ARTICLE III

#### COMMITTEES

Section 1 The Board, by resolution adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of one (1) or more members of the Board; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association, but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual member of the Board, of any responsibility imposed upon it or him by law.

Section 2 Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Lot owners, and the President of the Association, shall appoint the members thereof. Any member thereof may be removed whenever in the judgment of the Board the best interests of the Association shall be served by such removal.

Section 3 Each member of a committee shall continue as such until the next annual meeting of the Board or until his successor is appointed and shall have qualified or until the Board shall relieve him from his role as a committee member, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

Section 4. One (1) member of each committee shall be appointed chairman.

Section 5. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointment.

Section 6. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 7 Each committee may adopt rules for its own governance not inconsistent with these By-Laws or with rules adopted by the Board.

#### ARTICLE IV

##### MEMBERSHIP MEETINGS

A. Meetings of the Lot Owners shall be held at the principal office of the Association or at such other place in the Village of Antioch, Illinois as may be designated in any notice of a Meeting, any Lot owners in writing may waive notice of a meeting or consent to any action of the Association without a Meeting.

B. Special Meetings of the Lot Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all, or some of the Lot Owners, or for any other reasonable purpose. Said Meetings shall be called by written notice, authorized by a majority of the Board or by the Lot Owners having one-fourth (1/4) of the total votes, and delivered not less than five (5) 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

C. At any Meeting of the Lot Owners, a Lot Owner entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. go proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

#### ARTICLE V

#### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Lot owner and their mortgagees. The Articles and the Declaration and By-Laws of the Association shall be available for inspection by any Lot Owner at the principal office of the Association, where copies may be purchased at reasonable cost. The Association shall also provide, upon written request by any holder, insurer or guarantor of any first mortgage that is secured by a Lot within the Property, a copy of an audited financial statement for the preceding fiscal year.

#### ARTICLE VI

#### AMENDMENTS

Declarant shall have the right to amend these By-Laws in accordance with its rights to amend the Declaration as set forth in Section 13.5 of the Declaration. Other than the foregoing, these By-Laws may be amended or modified from time to time by action or approval of the Lot Owners entitled to cast two-thirds (2/3) of the total votes computed as provided in Section 3.1. Such Amendments shall be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

#### ARTICLE VII

#### INTERPRETATION

In the case of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control

# **EXHIBIT "D"**

## **ADDITIONAL PROPERTY**

**[See Attached]**

## Exhibit D

That part of the Northwest Quarter of Section 14 and the South Half of the Southwest Quarter of Section 11 Township 46 North Range 10 East of the Third Principal Meridian described as follows: Beginning at the Southwest corner of the Northwest Quarter of Section 14 thence North 00°03'58" West along the West line of said Northwest Quarter a distance of 58.80 feet to a point on the North right-of-way line of Illinois Route 173 and the point of beginning of the parcel herein intended to be described thence continuing North 00°03'58" West along the West line of said Northwest Quarter a distance of 440.00 feet thence North 89°56'02" East, 275.00 feet, thence North 00°03'58" West, 110.00 feet, thence North 89°56'02" East, 45.00 feet thence North 00°03'58" West, 120.00 feet, thence South 89°56'02" West, 150.00 feet, thence North 00°03'58" West 55.00 feet, thence North 89°56'02" East, 320.00 feet, thence North 00°03'58" West, 110.00 feet thence North 89°56'02" East, 65.38 feet, thence Northwesterly along a curved line concave to the Northeast having a radius of 673.00 feet, an arc length of 181.89 feet and a chord length of 181.34 feet bearing North 20°26'13" West to a point; thence South 89°56'02" West, 492.26 feet to a point on the West line of the Northwest Quarter of Section 14; thence North 00°03'58" West along the West line of said Quarter Section a distance of 1525.92 feet to a point; thence South 84°01'21" East 306.95 feet thence Northeasterly along a curved line concave to the Southeast having a radius of 673.00 feet an arc length of 193.41 feet and a chord length of 192.74 feet bearing North 22°48'24" East to a point of tangency thence North 31°02'33" East 262.87 feet to a point of curvature, thence Northeasterly along a curved line concave to the Southeast having a radius of 473.00 feet on an arc length of 486.45 feet and a chord length of 465.30 feet bearing North 80°30'08" East to a point of tangency; thence North 89°57'07" East, 66.23 feet, thence South 00°02'52" East 66.00 feet thence South 89°57'07" West, 66.24 feet to a point of curvature thence Southwesterly along a curved line concave to the Southeast having a radius of 407.00 feet an arc length of 418.58 feet and a chord length of 400.37 feet to a point of tangency thence South 31°02'23" West 262.87 feet to a point of curvature thence Southwesterly along a curved line concave to the Southeast having a radius of 607.00 feet an arc length of 489.67 feet and a chord length of 476.50 feet bearing South 07°55'45" West to a point of tangency thence South 15°10'52" East 222.41 feet to a point of curvature thence Southeasterly along a curved line concave to the Northeast having a radius of 607.00 feet, an arc length of 730.16 feet and a chord length of 686.93 feet bearing South 16°09'06" East to a point of tangency; thence South 50°36'43" East, 111.26 feet, thence North 39°20'16" East 15.37 feet to a point of curvature, thence Northeasterly along a curved line having a radius of 300.00 feet an arc length of 205.57 feet and a chord length of 201.57 feet bearing North 19°42'26" East to a point of tangency thence North 00°04'36" East, 238.38 feet, thence South 89°33'00" East, 20.05 feet to a point of curvature thence Northeasterly along a curved line concave to the Northwest having a radius of 150.00 feet an arc length of 125.36 feet and a chord length of 121.75 feet bearing North 66°30'27" East to a point of tangency thence North 42°33'54" East, 227.94 feet, thence South 50°02'07" East 437.45 feet, thence South 21°27'50" East 47.67 feet thence South 46°47'03" West, 83.13 feet thence South 51°16'47" West 86.34 feet thence South 44°49'46" West 82.07 feet thence South 42°53'03" West 132.84 feet, thence South 40°15'01" West 125.35 feet thence South 16°44'37" West, 119.43 feet, thence South 38°39'35" West, 63.98 feet thence Northwesterly along a curved line concave to the Northeast having a radius of 407.00 feet an arc length of 78.93 feet and a chord length of 78.81 feet bearing North 56°10'05" West to a point of tangency thence North 50°36'43" West 179.00 feet, thence South 39°20'16" West, 286.86 feet thence North 89°41'46" East, 135.58 feet thence South 00°18'14" East, 45.00 feet, thence North 89°41'46" East 110.00 feet thence South 00°18'14" East 305.00 feet to a point on the North right-of-way line of Illinois Route 173, thence South 89°41'46" West 950.44 feet to the point of beginning; together with that part of the South Half of the Southwest Quarter of Section 11 Township 46 North, Range 10, East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 11 thence North 00°02'52" West along the East line of said Quarter Section a distance of 490.00 feet to the point of beginning of the parcel herein intended to be described thence North 89°57'08" West, 410.00 feet, thence North 00°02'52" West 607.62 feet thence South 89°35'35" West, 14.83 feet, thence North 00°24'25" West 170.13 feet to a point on the North line of the South Half of the Southwest Quarter of Section 11, thence North 89°36'21" East along the last described line a distance of 595.91 feet to a point on the East line of the Southwest Quarter of Section 11 thence South 00°02'52" East along the last described line a distance of 833.73 feet to the point of beginning together with that part of the South Half of the Southwest Quarter of Section 11 Township and Range aforesaid described as follows: Commencing at the Southeast corner of the Southwest Quarter of Section 11 thence North 00°02'52" West along the East line of said Quarter Section a distance of 490.00 feet thence South 89°57'08" West, 170.00 feet thence North 00°02'52" West, 52.47 feet thence South 89°57'08" West 410.00 feet, thence South 00°02'52" East 185.65 feet to the point of beginning of the parcel herein intended to be described thence continuing South 00°02'52" East, 115.65 feet to a point of curvature thence Southwesterly along a curved line concave to the Northwest having a radius of 35.00 feet an arc length of 54.98 feet and a chord length of 49.50 feet bearing South 44°57'08" West to a point of tangency; thence South 89°57'08" West, 12.01 feet to a point of curvature thence Southeasterly along a curved line concave to the Southeast having a radius of 50.00 feet an arc length of 147.52 feet and a chord length of 39.54 feet bearing South 05°25'47" West to a point of reverse curvature thence Southeasterly along a curved line concave to the Southwest having a radius of 70.00 feet an arc length of 41.00 feet and a chord length of 40.41 feet bearing South 62°18'50" East to a point of tangency thence South 45°32'07" East 49.31 feet thence South 44°27'53" West, 150.00 feet thence North 45°32'07" West 311.93 feet, thence North 44°27'53" East 268.41 feet thence North 89°57'08" East 125.00 feet to the point of beginning, all in Lake County Illinois (containing 2 203 962.85 sq. ft., or 50 986.0 acres)



That part of the Northwest Quarter of Section 14, Township 46 North, Range 10, East of the Third Principal Meridian described as follows. Beginning at the Southwest corner of the Northwest Quarter of Section 14; thence North 00°03'58" West along the West line of said Northwest Quarter a distance of 498.80 feet; thence North 89°56'02" East, 275.00 feet, thence North 00°03'58" West, 110.00 feet, thence North 89°56'02" East, 45.00 feet; thence North 00°03'58" West, 120.00 feet, thence South 89°56'02" West, 150.00 feet; thence North 00°03'58" West, 55.00 feet, thence North 89°56'02" East, 320.00 feet; thence North 00°03'58" West, 110.00 feet, thence North 89°56'02" East, 65.38 feet; thence Northwesterly along a curved line concave to the Northeast having a radius of 673.00 feet, an arc length of 181.89 feet and a chord length of 181.34 feet bearing North 20°26'13" West to a point, thence South 89°56'02" West, 492.26 feet to a point on the West line of the Northwest Quarter of Section 14; thence North 00°03'58" West along the West line of said Quarter Section a distance of 1525.92 feet to a point; thence South 84°01'21" East, 306.95 feet, thence Northeasterly along a curved line concave to the Southeast having a radius of 673.00 feet, an arc length of 193.41 feet and a chord length of 192.74 feet bearing North 22°48'24" East to a point of tangency; thence North 31°02'33" East, 262.67 feet to a point of curvature; thence Northeasterly along a curved line concave to the Southeast having a radius of 473.00 feet, an arc length of 486.45 feet and a chord length of 465.30 feet bearing North 60°30'08" East to a point of tangency; thence North 89°57'07" East, 66.23 feet, thence South 00°02'52" East, 66.00 feet, thence South 89°57'07" West, 66.24 feet to a point of curvature; thence Southwesterly along a curved line concave to the Southeast having a radius of 407.00 feet, an arc length of 418.58 feet and a chord length of 400.37 feet to a point of tangency; thence South 31°02'23" West, 262.87 feet to a point of curvature; thence Southwesterly along a curved line concave to the Southeast having a radius of 607.00 feet, an arc length of 489.67 feet and a chord length of 476.50 feet bearing South 07°35'45" West to a point of tangency; thence South 15°10'52" East, 222.41 feet to a point of curvature; thence Southeasterly along a curved line concave to the Northeast having a radius of 607.00 feet, an arc length of 730.16 feet and a chord length of 686.93 feet bearing South 16°08'06" East to a point of tangency; thence South 50°36'43" East, 111.26 feet; thence North 39°20'16" East, 15.57 feet to a point of curvature; thence Northeasterly along a curved line having a radius of 300.00 feet, an arc length of 205.57 feet and a chord length of 201.57 feet bearing North 19°42'26" East to a point of tangency; thence North 00°04'36" East, 238.38 feet; thence South 89°33'00" East, 20.05 feet to a point of curvature; thence Northeasterly along a curved line concave to the Northwest having a radius of 150.00 feet, an arc length of 125.36 feet and a chord length of 121.75 feet bearing North 66°30'27" East to a point of tangency; thence North 42°33'54" East, 227.94 feet; thence South 50°02'07" East, 437.45 feet, thence South 21°27'50" East, 47.67 feet; thence South 46°47'03" West, 83.13 feet, thence South 51°16'47" West, 86.34 feet; thence South 44°49'46" West, 82.07 feet, thence South 42°53'03" West, 132.84 feet, thence South 40°15'01" West, 123.35 feet; thence South 16°44'37" West, 119.43 feet; thence South 38°39'35" West, 63.98 feet, thence Northwesterly along a curved line concave to the Northeast having a radius of 407.00 feet, an arc length of 78.93 feet and a chord length of 78.61 feet bearing North 56°10'05" West to a point of tangency; thence North 50°36'43" West, 179.00 feet; thence South 39°20'16" West, 286.86 feet, thence North 89°41'46" East, 135.58 feet, thence South 00°18'14" East, 45.00 feet, thence North 89°41'46" East, 110.00 feet, thence South 00°18'14" East, 364.89 feet, to a point on the South line of the Northwest Quarter of Section 14, Township and Range aforesaid, said point lying South 89°45'39" West a distance of 1691.56 feet from the Southeast corner of said Quarter Section, thence South 89°45'39" West, 960.69 feet, more or less to the point of beginning, together with that part of the South Half of the Southwest Quarter of Section 11, Township 46 North, Range 10, East of the Third Principal Meridian, described as follows. Commencing at the Southeast corner of the Southwest Quarter of Section 11, thence North 00°02'52" West along the East line of said Quarter Section a distance of 490.00 feet to the point of beginning of the parcel herein intended to be described, thence North 89°57'08" West, 410.00 feet, thence North 00°02'52" West, 607.62 feet; thence South 89°35'35" West, 14.83 feet, thence North 00°24'25" West, 170.13 feet to a point on the North line of the South Half of the Southwest Quarter of Section 11, thence North 89°35'21" East along the last described line a distance of 595.91 feet to a point on the East line of the Southwest Quarter of Section 11, thence South 00°02'52" East along the last described line a distance of 833.73 feet to the point of beginning; together with that part of the South Half of the Southwest Quarter of Section 11, Township and Range aforesaid, described as follows. Commencing at the Southeast corner of the Southwest Quarter of Section 11, thence North 00°02'52" West along the East line of said Quarter Section a distance of 490.00 feet; thence South 89°57'08" West, 170.00 feet, thence North 00°02'52" West, 52.47 feet, thence South 89°57'08" West, 410.00 feet, thence South 00°02'52" East, 185.65 feet to the point of beginning of the parcel herein intended to be described, thence continuing South 00°02'52" East, 115.65 feet to a point of curvature; thence Southwesterly along a curved line concave to the Northwest having a radius of 35.00 feet, an arc length of 54.98 feet and a chord length of 49.50 feet bearing South 44°57'08" West to a point of tangency; thence South 89°57'08" West, 12.01 feet to a point of curvature, thence Southeasterly along a curved line concave to the Southeast having a radius of 50.00 feet, an arc length of 147.52 feet and a chord length of 99.54 feet bearing South 05°25'47" West to a point of reverse curvature, thence Southeasterly along a curved line concave to the Southwest having a radius of 70.00 feet, an arc length of 41.00 feet and a chord length of 40.41 feet bearing South 62°18'50" East to a point of tangency; thence South 45°32'07" East, 49.31 feet, thence South 44°27'53" West, 150.00 feet, thence North 45°32'07" West, 311.93 feet, thence North 44°27'53" East 268.41 feet, thence North 89°57'08" East, 125.00 feet to the point of beginning, all in Lake County, Illinois. (containing 2,260,965.50 sq ft., or 51.9046 acres)