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**AMENDED & RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
CEDAR CROSSING II**

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- Exhibit A: Legal Description and PINs
- Exhibit B: Amended and Restated Bylaws
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**AMENDED & RESTATED DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
CEDAR CROSSING II**

This Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions has been approved this 2nd day of May, 2017, by no less than two-thirds (2/3) of the Board of Directors, pursuant to Section 1-60 of the Illinois Common Interest Community Act ("Act");

This Amended and Restated Declaration is based on the following facts:

A. The Association and its Owners are the Owners and legal title holders of certain real estate in the Village of Lake Villa, Lake County, State of Illinois, which real estate is legally described in Exhibit A attached (the "Property"); and

B. The Property has been submitted to the provisions of this Declaration, and for the efficient preservation of the values and amenities of the proposed development, there has been created an entity to which is delegated and assigned the powers of owning, maintaining, and administering the Common Area (defined below) and administering and enforcing the covenants and restrictions contained and created below; and

C. There has been incorporated under the laws of the State of Illinois, as a not-for-profit corporation, Cedar Crossings II Master Owners' Association, for the purpose of exercising the above functions; and

WHEREAS, the Property has been subjected to the covenants, conditions, restrictions, easements, assessments, charges and liens in the Original Declaration (as hereinafter defined) as again set forth in this Declaration.

NOW, THEREFORE, Association hereby declares that the Property shall be held, transferred, conveyed and occupied subject to this Amended and Restated Declaration and the following covenants, conditions, restrictions, easements, assessments, charges and liens which are for the purpose of protecting the value and desirability of, and which shall run with the Property subjected hereto and be binding on and inure to the benefit of any Owner (as hereinafter defined) thereof and to all parties having or acquiring any right, title or interest therein or in any part thereof.

ARTICLE 1

DEFINITIONS

Section 1.01 "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

Section 1.02 "Association" shall mean and refer to the Cedar Crossing II Owners'

Association, an Illinois not-for-profit corporation. This corporation shall be the governing body for all the Owners with respect to the administration, maintenance, repair and replacement of the Common Area as provided by this Declaration and the Bylaws.

Section 1.03 "Board" shall mean and refer to the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provision of Article III.

Section 1.04 "Bylaws" shall mean the Amended and Restated Bylaws of the Cedar Crossing II Owners' Association, a copy of which is attached to this Amended and Restated Declaration as Exhibit B.

Section 1.05 "Common Area" shall mean all areas designated as "Common Elements" on the Final Plat of Cedar Crossing II attached to the original Declaration as Exhibit C, including, but not limited to, Outlots A, B, C, D, F and G, together with all improvements located above and below the ground and appurtenant to same, along with all storm water detention facilities, landscaping, buffer yards, conservation easements and signage located within such area. The Common Area shall not include any water mains, sewer mains and other improvements or property which have been dedicated to the Village of Lake Villa. The Common Area shall be maintained by the Association which is hereby granted an easement for ingress and egress over such portions of the Property as may be necessary for the maintenance and repair of the Common Area

Section 1.06 "Common Expenses" means the proposed or actual expenses affecting the property, including reserve, if any, lawfully assessed by the Association.

Section 1.07 "Community Instruments" means all documents and authorized amendments thereto recorded by the Association, including, but not limited to, the Declaration, Bylaws, plat of survey, and rules and regulations.

Section 1.08 "Attached and Single Family Dwelling Units" shall mean a residential housing unit on the Lot consisting of a group of rooms and which are designed or intended for the exclusive use as a living quarters for one (1) family, as hereinafter defined.

Section 1.09 "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

Section 1.10 "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling Unit.

Section 1.11 "Lots" shall mean and refer to a platted Lot or a portion of a platted Lot designated as such upon any recorded subdivision plat of the Property or any portion of the

Property, including the resubdivision of Lots H and J as shown on the Final Plats for the First and Second Resubdivisions of Cedar Crossing II, and also including any unplatted division of fee simple title of Lots 301 to 322 in Cedar Crossing II (which are intended to be developed with single family attached Dwelling Units. Portions of the Property designated as Outlots ("Outlots") in any recorded subdivision plat of the Property shall not be deemed "Lots" for the purpose of this Declaration.

Section 1.12 "Management Company" or "Community Association Manager" means a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for the Association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act.

Section 1.13 "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 1.14 "Occupant" shall mean any person or persons other than the Owner in possession of a Dwelling Unit.

Section 1.15 "Owner" or ("Unit Owner") shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.16 "Plat" shall mean and refer to the Plat of Subdivision for Cedar Crossing II as recorded with the office of the Recorder of Deeds of Lake County, Illinois, attached to the Original Declaration and incorporated herein by reference only.

Section 1.17 "Original Declaration" means the recorded by the Original Developer with the Lake County Recorder of Deeds as Document No. 4072627 on January 14, 1998.

Section 1.18 "Property" shall mean and refer to that certain real estate described in Exhibit A.

Section 1.19 "Proscribed Delivery Method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Owners, or any other delivery method that is approved in writing by the Owner and authorized by the Community Instruments.

Section 1.20 "Structure" shall mean any building or other improvement erected and constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

Section 1.21 "Village" shall mean the Village of Lake Villa, Illinois, a municipal corporation, its elected and appointed officials, officers, agents and employees. Notwithstanding anything herein to the contrary, any portions of the Property which are owned by the Village, from time to time, shall not be subject to the provisions of this Declaration while so owned by

the Village.

ARTICLE 2

MEMBERSHIP

Section 2.01 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall automatically be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. No Owner shall have more than one membership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Voting rights with regard to each Member are set forth in Article 3 below.

Section 2.02 Upon proof of purchase, the purchaser of a unit from a seller pursuant to an installment contract for purchase shall, during such times as he or she resides in the unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, shall have the right to vote for the members of the Board of the Association and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

ARTICLE 3

VOTING RIGHTS AND BOARD OF DIRECTORS

Section 3.01 Voting Membership. The Association shall have one class of voting membership.

- a. Members shall be all those Owners as Defined in Article 2, Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. All Members holding any interest in a single Lot shall together be entitled to cast only one vote for the Lot.
- b. A Member may vote (i) by proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the Community Instruments or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution; or (ii) by submitting an Association-issued ballot in person at the election meeting; or (iii) by submitting an Association-issued ballot to the Association of its designated agent by mail or other means of delivery specified in the

Declaration or Bylaws or (iv) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

Section 3.02 Disclaim or Terminate Membership. The provisions of Section 3.1 above shall be mandatory. No owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal on the part of any such owner shall be of any force or effect for any purpose.

Section 3.03 Directors. The Association shall have a Board of three (3) Directors, one (1) of whom shall be a Member elected or appointed from the attached dwelling units, who shall be elected by the Members of the Association for two year (2) staggered terms as the Bylaws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board by two-thirds (2/3) vote as more fully provided in the Bylaws. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board who shall manage and conduct the affairs of the Association under the direction of the Board, this Declaration or the Bylaws, 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 any requirement of approval on the part of its Members. The Articles of Incorporation and Bylaws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

Section 3.04 Not-For-Profit Corporation. The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required.

Section 3.05 Association Functions. Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance of same with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part of the Property. The Association itself shall also have power to perform its functions and carry out its duties.

Section 3.06 Association Rules and Regulations. The Association, through the resolution of the Board, shall have the right to adopt rules and regulations governing the Lots and Common Area and the use thereof provided, however, that no rule or regulation shall conflict

with the Declaration or any applicable laws, ordinances or codes. A copy of the proposed text of the Rules and Regulations shall be mailed to all Owners no less than ten (10) nor more than thirty (30) days prior to the date of any meeting concerning the adoption of such Rules.

ARTICLE 4

PROVISIONS RELATING TO THE COMMON AREA

Section 4.01 Common Area Landscaping. There may be upon the Common Area such landscaping, fencing and entry monuments as the Association or Board shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be in effect during the development of the Property.

Section 4.02 Village Easements. An irrevocable license and easement is hereby granted to the Village and Police, Fire, Water, Health Departments and other authorized officials, employees and vehicles of the Village, to go upon the Common Area at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing this Declaration and all Village Ordinances, Rules and Regulations, and the Statutes of the State of Illinois and the United States. The Village shall be under no obligation to exercise the rights granted in this Declaration except as it shall determine to be in its best interest. No failure to exercise any right granted in this Declaration to the Village shall be construed as a waiver of that or any other rights. The Village may perform such maintenance or repairs to the Common Area upon the failure of the Association to do so after having given thirty (30) days notice and the Association having failed to cure. Notice shall not be required in the event the Village determines that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. If the Village is required to perform such service, it shall be entitled to complete reimbursement by the Association.

Section 4.03 Non-Exclusive Easements. Each Owner shall have a nonexclusive easement for vehicular and pedestrian access over and across roadways and walkways from time to time located on the Property, including, without limitation, those roadways and walkways which provide access to public ways. Perpetual easements and rights-of-way for serving the Subdivision and other property with public utilities and municipal services are hereby reserved for and granted to the Village of Lake Villa, Commonwealth Edison Co., Ameritech, Northern Illinois Gas Co., U.S. Cable of Lake County, and such other public utilities and public service companies as the Village of Lake Villa may authorize, and each of their respective successors and assigns, jointly, to renew, use, operate, maintain, service, repair, test, inspect, replace, alter, remove or abandon in place, from time to time, facilities and appurtenances used in connection with serving the property with telephone, communication, cable, electric, sewer, gas, water and municipal services, in, upon, over, under, along and across the areas shown with dashed lines on the Final Plat of Cedar Crossing II and the First and Second Resubdivisions of Cedar Crossing II as "Easement for Public Utilities" and in, upon, over, under, along and across areas designated on the Final Plat of Subdivision for streets and alleys, together with the right to install service connections in, upon, over, under, along and across the area of a lot or parcel within the Subdivision to serve improvements on such lot or parcel. The easement premises shall not in

any manner be disturbed, damaged, destroyed, injured, obstructed or permitted to be obstructed at any time whatsoever without the prior written consent of Grantees. After installation of any such facilities and appurtenances, the grade of the Subdivision shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof, but the same may be used for gardens, shrubs, landscaping and such other purposes that then and later do not unreasonably interfere with the uses of the rights granted in this Declaration. No rights or interests in the easement premises inconsistent with the rights and interests granted in this Declaration shall be granted to any other persons and all such rights and interests granted to any others shall be subject to the rights and interests granted in this Declaration. Those areas designated on the Final Plat of Cedar Crossing II and the First and Second Resubdivisions of Cedar Crossing II as Conservation Easements ("Conservation Easements") have been established for the preservation and protection of natural resources. The areas shall not be disturbed and must be maintained in their natural state as permanent open space.

Section 4.04 Owner Use of Common Area. Each Owner, the agents, servants, tenants and invitees of each owner shall have the right to use the Common Area as defined in this Declaration. Such rights and easements shall be subject to and governed by this Declaration, the Bylaws, and the reasonable rules and regulations of the Board.

Section 4.05 Association's Common Area Maintenance, Rights & Duties.

- a. The Association shall have the right and duty to repair and maintain the Common Area.
- b. The Association shall have the right of ingress and egress over and upon the Common Area and within the designated easements on any Lots, for any and all purposes in connection with the use, maintenance, construction, operation, repair and reconstruction of the Common Area or within designated easements on any Lots, including but not limited to maintenance of landscaping, monumentation, storm water management areas and wetland, if any.
- c. The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Area and for the health, comfort, safety and general welfare of persons using the Common Area.
- d. These Covenants and Restrictions shall not apply to any property, which is owned by the Village, while it is so owned.

Section 4.06 Ownership of Common Area & Outlots. To the extent any Outlots which are part of the Common Area shall not be dedicated to and accepted by the Village and/or other governmental authority, title to such Outlots shall be conveyed to the Association. Any Outlots which are owned by the Association shall not be conveyed from the Association to any other person or entity without the prior written consent of the Village of Lake Villa.

Section 4.07 Association Board Rights & Duties. In addition to the easements provided for herein, the Board shall have the right and power (i) grant such additional easements, over the Common Area, as may be necessary from time to time provided such additional easements are necessary and reasonable and of benefit to a majority of the Owners, (iii) to special assess any Owner for the cost of maintaining, repairing, or altering the Common Area or designated easements on any Lots for damages or unauthorized alteration(s) caused by such Owner. Any Owner shall first have the right to cure any damages or unauthorized alteration(s) upon fourteen (14) days written notice by the Board or such other time as the Board shall determine in its sole discretion. Such time shall be reasonable and consider the circumstances of the Owner and the damages or unauthorized alteration(s). Notwithstanding anything to the contrary contained in this Declaration, the Board shall have no authority or power to cancel, alter, change or modify any Conservation Easement.

Section 4.08 Special Service Area. If, at any time prior to or after the recording of this Declaration, the Village or any other Governmental Authority having the requisite powers under applicable law elects to include the Property within a special service area, as that term is used in Section 2 of the Illinois Compiled Statutes, 35 ILCS 235/2 (1992), and to assess the Lots within the Property for purposes of providing the maintenance of the Common Areas required under this Declaration, then regardless of whether the Association has previously conveyed all or any portion of the Common Area as permitted hereunder, the obligations of the Association, with respect to the maintenance of those portions of the Common Area included within the responsibility of such special service area shall be transferred to the Village or other Governmental Authority, automatically and without any act on the part of the Association, to the extent provided in the ordinance or ordinances from time to time establishing such special service area, the cost of which maintenance shall be assessed against each Lot within the Property in the manner provided in said statutes and ordinances. However, if requested by the Village or such Governmental Authority, the appropriate officers of the Association shall have the power and authority to execute and record an amendment to this Declaration setting forth such matters with respect to such special service area as may be requested by the Village or such other Governmental Authority, without first obtaining the approval or a vote by the Members of the Association. At the option of the Village or such other Governmental Authority, assessments within the special service area may be deferred until such time as and if and to the extent that the Village or such other Governmental Authority, as the case may be, determines that the Association or the not-for-profit corporation or other person charged with responsibility for maintenance has failed to fulfill its obligations with respect thereto. The original Declarant consented to, which consent shall be binding on any portion of the Property from time to time, (i) to the creation of such a special service area for the purposes described herein; (ii) to the levy of taxes for such purposes against all Lots within the Property (excluding any Common Areas or portions exempt from the levy of taxes by reason of being owned by the Village or any other Governmental Authority); and (iii) the issuance of bonds for such purposes. Further, the original Declarant waived, for itself and for any subsequent Owners, the right to file a statutory objection to the creation of such a special service area, the levy of taxes, or issuance of bonds.

ARTICLE 5

MAINTENANCE OF DWELLING UNITS

Section 5.01 Except as otherwise provided in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Townhomes of Cedar Crossing II Association, each Owner shall have the obligation to maintain in good condition and repair his Dwelling Unit, driveway, patio, walkways and fences, if any, located on his Lot. Each Owner shall also maintain in good and functional condition the surface water drainage facilities located on such Owner's Lot and each Lot shall be subject to an easement for the benefit of any adjoining Lot for the maintenance and preservation of any such water flow created by such facilities. No Owner shall obstruct, alter or in any way modify the established drainage pattern from or over any Lot.

ARTICLE 6

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.01 Owner Association Fees. Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance is deemed to covenant and agree to pay to the Association: (a) annual assessments to be fixed, established and collected from time to time as hereinafter provided, and (b) special assessments to be fixed, established and collected from time to time as provided below. The annual and special assessments, together with such interest on same and costs of collection of same, as provided below, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 6.02 Use of Association. The assessments levied by the Association shall be used exclusively for the purpose for the improvement and maintenance of such Common Area, situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area. If any other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, replacements, taxes, and other charges as specified in this Declaration which benefit the Common Area are directly charged to any Owner, the Association will reimburse such Owner for any such expense. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund. Notwithstanding anything contained in this Declaration to the contrary, any costs incurred by the Association in connection with the ownership and maintenance of the Common Area shall be paid by funds collected from Owners pursuant to this Article 6. Furthermore, no provision of this Declaration shall be construed to require the payment by the Association of real estate taxes on any Lot upon which a Dwelling Unit is constructed and a portion of the Common Area is located.

Section 6.03 Annual Assessments. 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. Each Unit Owner shall receive through a proscribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. 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, and on the first day of each and every month for the next twelve (12) months, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this paragraph. On or before May 1 of each year, 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 the reserve account. The Board shall (i) make available for review to all Unit Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

Section 6.04 Rate of Special or Annual Assessments. Both annual and special assessments, if any, must be fixed at a uniform amount for all Lots and shall be collected on a monthly basis or as otherwise directed by the Association. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

Section 6.05 Special Assessments. 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. 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.

- a. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners.
- b. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of this Section. As used herein, "emergency" means an immediate damage to the structural integrity of the common areas or to the life, health, safety, or property of the Owners.
- c. Assessments for additions and alterations to the common areas or the Association-Owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total members at a meeting called for that purpose.
- d. The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (b) and (c) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

Section 6.06 Assessment Due Dates. The annual assessments provided for in this Declaration, at the option of the Board, shall commence for all Lots within the Property on the first day of the month following the conveyance of the First Lot. The Board shall fix the amount of the annual assessment, if any, against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu of same, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full monthly assessment, if any, on the first day of the month following conveyance of title to him. The Association shall upon demand at any time furnish a certificate in writing signed by an Officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid and, if not paid, the amount of any such deficiency. Such certificates shall be conclusive evidence of payment of any assessment listed in the certificate.

Section 6.07 Delinquent Assessments. Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Lot against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest, at 18% per annum or the maximum allowed by law, from the date of delinquency, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the respective Lot and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce

the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property.

Section 6.08 Liens. The lien for any assessments or charges provided in this Declaration shall be subordinated to (a) taxes, special assessments and special taxes to be levied, by any political subdivision or municipal corporation of Illinois or the United States government and which by law are a prior lien on the interest of any Owner in any Property or Dwelling Unit, regardless of whether the same are levied before or after the date of the failure to pay such assessment or charge; or (b) the lien of any bona fide security device including a mortgage or trust deed recorded as security for any loan obtained by an Owner for the purpose of improvement or acquisition of a Lot or Dwelling Unit, if such lien is recorded or perfected against the interest of an Owner in a Lot or Dwelling Unit prior to the date on which such assessment or charge first became due and payable. No subsequent sale or transfer of a Lot or Dwelling Unit pursuant to or in lieu of foreclosure by the holder of such security interest shall relieve the Lot or Dwelling Unit from the lien for any assessments or charges thereafter becoming due, nor shall the Owner prior to the date of such sale or transfer be relieved of the obligation to pay such assessments and charges, all of which shall remain and continue as a direct obligation of such Owner and shall automatically (and without any further act on the part of the Association or other lien holder) be deemed reinstated as a line on the Lot or Dwelling Unit if said Owner exercises any right of redemption afforded to such Owner to reacquire title, whether directly or indirectly, to such Lot or Dwelling Unit or such sale or transfer.

ARTICLE 7

INSURANCE

Section 7.01 Public Liability. The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons in an amount not less than One Million Dollars (\$1,000,000), per occurrence, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the use and/or Ownership of the Common Area. The Association shall be further responsible for maintaining such policies of insurance of the Common Area against loss or damage by fire and such other hazards contained in the customary "all risk" policy provided that such policy shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the Association. The liability policy shall also name as insured the Association's agents, officers, and directors, and such additional parties as the Association shall determine.

Section 7.02 Fidelity Bond. The Association shall be responsible for procuring and maintaining a fidelity bond insuring the Association, the Board and the Owners against loss of funds as a result of the fraudulent or dishonest act of any employee of the Association or its management agent or of any other person handling the funds of the Association, the Board or the Owners in such amounts as the Board shall deem necessary.

Section 7.03 Other Insurance. The Association may also obtain such other kinds of insurance as the Association shall from time to time deem product in such amount as the Association shall deem desirable including, but not limited to, the following: Earthquake and Flood Risk; Directors and Officers Liability; Workman's Compensation and Employer Liability; and Non-Owned or Hired Automobile Insurance.

ARTICLE 8

BOOKS AND RECORDS

Section 8.01 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 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 a financial statement for the preceding fiscal year.

Section 8.02 Resale. In the event of any sale of a Lot by an Owner, such Owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand the following:

- a. A copy of the Amended and Restated Declaration, Amended and Restated Bylaws and any Rules and Regulations.
- b. A statement of any liens, assessments due or other charges due and owing.
- c. A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
- d. A statement of the status and amount of any reserve or replacement fund or any portion of such fund earmarked for any specified project by the Board.
- e. A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.
- f. A statement of the status of any pending suits or judgments in which the Association is a party.
- g. A statement setting forth what insurance coverage is provided for all Owners by the Association.

The President of the Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of

the request. A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board to the seller for providing such information.

Section 8.03 Records of the Association.

- a. The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:
 - (1) The Association's Amended and Restated Declaration, Amended and Restated Bylaws, and plats of survey, and all amendments of these;
 - (2) The Rules and Regulations of the Association, if any;
 - (3) The Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;
 - (4) Minutes of all meetings of the Association and the Board of Directors for the immediately preceding seven (7) years;
 - (5) All contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;
 - (6) Ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; and
 - (7) The books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.
- b. Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (a) – (e) and of Subsection “a” of this Section 8.03, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board of Directors or its authorized agent, stating with particularity the records sought to be examined.
- c. Except as otherwise provided in Subsection “d” of this Section 8.03, any member of Association shall have the right to inspect, examine, and make copies of the records described in (g) of Subsection “a” of this Section

8.03, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

- d. The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.
- e. Notwithstanding the provisions of Subsection C of this Section 8.03, unless otherwise directed by court order, the following records are not available to inspection, examination, or copying by members:
 - (1) Documents relating to appointment, employment, discipline, or dismissal of Association employees;
 - (2) Documents relating to actions pending against or on behalf of the Association or the Board of Directors in a court or administrative tribunal;
 - (3) Documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or the Board of Directors in a court or administrative tribunal;
 - (4) Documents relating to common expenses or other charges owed by a member other than the requesting member; and
 - (5) Documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

ARTICLE 9

RESTRICTIONS RELATING TO PROPERTY

Section 9.01 Structures. 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. All Structures on the Property shall be of new construction.

Section 9.02 Use Restrictions. The Lots shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same or any portion of same, nor shall any resident's use of a Lot endanger the health or disturb the

reasonable enjoyment of any other Owner or resident. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

Section 9.3 Other Structures. No Structures other than attached or single family Dwelling Units for occupancy shall be constructed on each Lot. No tool or storage sheds, animal houses or other structures (except the single-family residence referred to in the preceding sentence) shall be constructed on any Lot. There shall be no construction on any Lot which results in a building or structure inconsistent, in the sole determination of the Association, with the general architectural design and aesthetic flavor of either (a) the Dwelling Unit on such Lot or (b) the style of the Dwelling Unit at the time a Certificate of Occupancy therefor has first been issued by the Village. In addition, any construction undertaken upon any Lot must be completed within eighteen (18) months of the date of commencement of said construction.

Section 9.04 Village Codes and Zoning. All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village. If and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rule and regulation of the Village.

Section 9.05 Temporary Structures. Except as otherwise provided in Section 9.07 hereof, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence or for any other purpose, either temporarily or permanently. No above ground pool or countersunk above ground pool shall be allowed on any Lot.

Section 9.06 Signs. No advertising signs (except one "For Rent" or "For Sale" sign of not more than five square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Dwelling Unit or Lot, except as provided in Section 9.7 hereof.

Section 9.07 Animals. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. All dogs, cats, and other permitted domestic pets, must be restrained at all times and not allowed to roam free.

Section 9.08 Garbage. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Dwelling Units and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Garbage may not be burned on the Lots.

Section 9.09 Drying of Clothing. 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.

Section 9.10 Other Conditions. 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.

Section 9.11 Mailboxes. The Owner of a mailbox, if any installed, shall be responsible for maintaining, in good condition and repair, such mailbox and to replace, if necessary, said mailbox with a mailbox exactly the same height, material and styling as originally installed.

Section 9.12 Nuisances. No nuisance, noxious or offensive activity shall be carried on in the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Dwelling Units on the Property.

Section 9.13 Plants and Insects. No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Property.

Section 9.14 Parking and Driveways. Parking areas and driveways shall be used for parking operable automobiles only and no part of any Lots shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or bodywork of any motorized vehicle shall be permitted except within the confines of the garage. Any violation of this provision shall be deemed a nuisance under Section 9.13 hereof Passenger motor vehicles in non-operative condition shall not be parked, except in garages.

Section 9.15 "Ham" Radios. The operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than simple mast antennae located on the roof of a Dwelling Unit) shall not be allowed.

Section 9.16 Electric or Transmission Wires. 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.

Section 9.17 Lot Drainage, Detention, Swale Lines and Ditches. Each Owner shall regularly mow and trim all areas of his Lot covered with ground cover, and shall keep all areas of his Lot designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and shall mow and maintain such areas regularly so as to keep areas in good and functioning condition. No trees, planting, shrubbery, fencing, patio structures, 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 re-grading or redirecting swales, ditches or drainage areas or otherwise.

Section 9.18 Fences. No fences shall be located in any area designated in a plat of subdivision affecting the Property as a landscape easement or in the one (1) foot area adjacent to said landscape easement. No fences shall be allowed in the front yard, including corner lots. No fences shall be allowed in the side yards other than Dwelling Units that have a service door on the side yard. Fences will be allowed in the rear portion of the Lot behind the Dwelling Unit Fence locations must be approved by the Board. Fences must meet the requirements of Exhibit C, attached.

Section 9.19 Dwelling Units. No Owner shall be allowed to alter the entry of any Dwelling Unit by enclosing them, in any way, with any materials, other than entry roofs or enclosures on the Village-approved building plans. No Owner shall be allowed to alter any other exterior portion of any Dwelling Unit, in any way, with any materials other than with Village-approved building plans.

Section 9.20 Flags.

- a. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.
- b. A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

- (1) The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.
- (2) A flag or mount may not be installed by the Unit Owner on a portion of the Common Area. A flag or mount may be installed on that portion of the property that is under the exclusive use and control of an Owner.

Section 9.21 Disabilities. Until determined by federal or state legislation, administrative agency or court of law, the Common Area shall not be subject to the public facility regulations of the Americans with Disabilities Act. In order to conform to the Fair

Housing Amendments Act of 1988, any Owner or Resident may make reasonable modification to his Lot, subject to the following:

- a. All requests for modification to the Lot must be in writing per Association Property Improvement Proposal Guidelines.
- b. The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- c. The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- d. All work must be approved by the Board prior to commencing construction.
- e. The Board of Directors shall have the authority to establish a fee for administration, supervision and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Area.

ARTICLE 10

MISCELLANEOUS

Section 10.01 Remedies. The Association or the Village, their successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the Association or the Village in prosecuting such action. The amount of such attorney's fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's lot, enforceable as other liens herein established. Failure by the Association or the Village to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10.02 Invalidity. Invalidation of any of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

Section 10.03 Perpetuities. 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, the Village, the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as set forth below. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or

within any successive ten (10) year period by any instrument signed by those Members entitled to cast seventy-five percent (75%) of the total votes as provided in Article 3, Section 3.1 hereof and then properly recorded. Any instrument executed pursuant to the provisions contained in this Section shall be filed for record in the Office of Recorder of Lake County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly. No portions of the covenants, which inure to the benefit of the Village, shall be amended without the prior written consent of the Village.

Section 10.04 Other Invalidities. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of the President of the United States at the time of the recording of this Declaration.

Section 10.05 Notices. Any notices required under the provisions of this Declaration to be sent to any Owner, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing, or by a proscribed delivery method.

Section 10.06 Easement Perpetuities. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property of any part thereof. Reference in the respective deeds of conveyance, or in any mortgage of trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants are fully recited and set forth in their entirety in such documents.

Section 10.07 Encroachments. In the event that any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Lot or the Common Area, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Dwelling Unit of another Owner or if it occurred due to the willful conduct of any Owner.

Section 10.08 Owner Enforcement. Any aggrieved Owner may enforce the provisions of this Declaration, the Bylaws, or any rules and regulations promulgated by the Board, by an action at law or in equity against the defaulting Owner (or occupant of his Dwelling Unit).

Section 10.09 Leases. No Owner shall lease or rent his or her Lot or Dwelling Unit for a

term of less than six (6) months. Every lease of a Lot or Dwelling Unit shall be in writing and shall be made expressly subject to the requirements, rights, covenants, conditions, restrictions and easements of this Declaration and of the Bylaws.

Section 10.10 The provisions of the Act, the Declaration, Bylaws, other community instruments, and rules and regulations that relate to the use of an individual unit or the common areas shall be applicable to any person leasing a unit and shall be deemed to be incorporated in any lease executed or renewed on or after the effective date of the Act. With regard to any lease entered into subsequent to the effective date of the Act, the owner leasing the unit shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.

Section 10.11 Housing Development Operation. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class housing development.

Section 10.12 Conflict. In the event of a conflict between the provisions of this Declaration and any Village ordinance enacted from time to time, the more restrictive provision shall govern.

SIGNATURE OF BOARD MEMBERS

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Cedar Crossing II Owner's Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to the amendment to the Declaration pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act. In witness, whereof we have cast our votes and signed this document in favor of this Amendment at a duly called meeting of the Board of Directors of Cedar Crossing II Association held on May 2, 2017.

[Signature], President

[Signature] Secretary

[Signature], Treasurer

[Signature], Director

_____, Director

_____, Director

BOARD OF DIRECTORS OF
CEDAR CROSSING II
OWNERS ASSOCIATION

Dated this 2 day of May, 2017

ATTEST: [Signature]
Secretary
[Signature]

Notary Public



My commission expires: 21 April 2019

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE

I, Nancy Massman, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Cedar Crossing II Owners Association and as such Secretary and keeper of the books and records of said Association. I further state that the foregoing amendment was approved by at least two-thirds (2/3) of the members of the Board of Directors of said Association, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on May 2, 2017 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect. I further state the members of the Association did not file a petition with the Board, pursuant to the requirements of Section 1-60(c) of the Illinois Common Interest Community Association Act, objecting to the adoption of this Amendment to the Declaration.

N. Massman
Secretary of the Cedar Crossing II
Association

SUBSCRIBED AND SWORN to
before me this 2nd day
of May, 2017

Rita Marie Hart



EXHIBIT A

LEGAL DESCRIPTION AND PINs

THAT PART OF GOVERNMENT LOT ONE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF STATE ROUTE NUMBER 83, (EXCEPT THEREFROM THAT PART LYING IN JENSENS SUBDIVISION, BEING A SUBDIVISION OF SAID QUARTER SECTION, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1956 AS DOCUMENT NUMBER 924175 IN BOOK 1483 OF DEEDS, PAGE 191), IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE NORTH 660 FEET OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EASTERLY OF STATE ROUTE NUMBER 83, IN LAKE COUNTY, ILLINOIS.

ALSO

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (EXCEPT THE NORTH 751.96 FEET LYING EASTERLY OF THE WESTERLY 60 FEET THEREOF) OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

ALSO

THAT PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY, ILLINOIS.

EXCEPTING FROM THE AFOREDESCRIBED TRACT ALL THAT PART THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 660 FEET OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 45 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN WITH THE EASTERLY LINE OF STATE ROUTE NUMBER 83; THENCE NORTHWESTERLY ALONG THE EASTERLY LINE OF STATE ROUTE NUMBER 83, BEING A CURVED LINE CONVEX SOUTHWESTERLY AND HAVING A RADIUS OF 3789.72 FEET, AN ARC DISTANCE OF 362.47 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC BEARS NORTH 11 DEGREES 19 MINUTES 29 SECONDS WEST, 362.60 FEET); THENCE NORTH 08 DEGREES 34 MINUTES 58 SECONDS WEST ALONG THE EASTERLY LINE OF STATE ROUTE NUMBER 83, BEING A LINE TANGENT TO SAID LAST DESCRIBED CURVED LINE AT SAID LAST DESCRIBED POINT, 466.96 FEET; THENCE NORTH 81 DEGREES 25

MINUTES 02 SECONDS EAST, 506.48 FEET; THENCE SOUTH 08 DEGREES 34 MINUTES 58 SECONDS EAST, 901.70 FEET TO THE SOUTH LINE OF THE NORTH 660 FEET OF THE SOUTHEAST QUARTER OF SECTION 4, AFORESAID; THENCE SOUTH 89 DEGREES 51 MINUTES 13 SECONDS WEST ALONG SAID LAST DESCRIBED LINE, 494.49 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

CONTAINING 5,638,958 SQUARE FEET OR 129.453 ACRES