

90-062623-23

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND HILLS

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DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND HILLS

THIS DECLARATION is made and entered into this 30th day of March, 1989, by American National Bank and Trust Company of Chicago, not individually, but as Trustee under Trust No. 107108-04 dated December 16, 1988 ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the legal title holder of certain real property in the County of Dupage and State of Illinois, which real estate is legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant intends to develop and improve the Property with residential dwellin units ("Units") as hereinafter defined), together with certain Common Areas (as hereinafter defined); and

WHEREAS, in order to preserve and enhance the values and amenities of the Property, Declarant shall establish the "Woodland Hills Homeowners Association" (the "Association") which shall own and have the responsibility for maintaining the Common Areas and any improvements or facilities thereon, and for administering and enforcing the covenants, conditions, restrictions and easements as hereinafter set forth and for collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant intends to subject the Property to the covenants, conditions, restrictions, easements, assessments, charges and liens as hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be subject to this Declaration and shall be held, transferred, conveyed and occupied subject to this 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 I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Woodland Hills Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association selected pursuant to the terms of this Declaration, the Articles of Incorporation of the Association, and the By-Laws thereof.

Section 3. "Common Area" or "Common Areas" shall mean that portions of the property generally so designated on Exhibit "D" attached hereto and shall include any open space, landscaped areas, walkways, private streets, easements, storm water retention or detention areas, entry gates, common security systems, identification monuments and any other improvements constructed thereon by the Developer or the Association, title to which is vested in the Association. The foregoing notwithstanding, Developer shall have the right, prior to conveyance of any Common Area to the Association, to alter the general configuration thereof.

Section 4. "Developer" shall mean and refer to Hoffman Homes, Inc., a Delaware corporation, its successors and assigns, as hereinafter set forth. For purposes of the Declaration, the terms "Declarant" and "Developer" shall be considered interchangeable as to the rights and obligations contained herein.

The term "Declarant", as defined herein, shall also include such of the successors and assigns who are specifically assigned the respective rights and obligations of Declarant or Developer and who consent in writing to assume the duties and obligations connected therewith. Declarant shall have the right to assign any or all of its rights or obligations to any such successor or assign.

Section 5. "Declaration" shall mean and refer to this Declaration and any amendments made hereto.

Section 6. "Lot" shall mean and refer to a Lot for residential use so shown and designated and numbered as such upon any plat of the Property, either recorded or as approved by resolution of the Board of Trustees of the Village of Bartlett (except such Lot or Lots as may be designated as Common Area under the terms hereof).

Section 7. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 8. "Owner" shall mean and refer to the record owner (or the beneficiaries of a land trust which may be a record owner) whether one or more persons or entities, of fee simple title to any Lot as defined herein, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant to the extent of the number of Lots owned by Declarant.

Section 9. "Residence" shall mean a dwelling unit, whether attached, detached or semi-attached (including apartments, townhouses and row houses) designed for residential occupancy by a single family.

ARTICLE II

COVENANTS RUNNING WITH THE LAND AND NONSEVERABILITY OF RIGHTS

Section 1. Burden Upon the Property. Declarant hereby declares that this Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of any portion of the Property, a Residence, or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration, By-Laws and rules and regulations of Woodland Hills Homeowners' Association, whether or not they are referred to or set forth in any deed or other transfer of title or interest.

Section 2. Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Residence as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE III

MEMBERSHIP

Section 1. Incorporation of Association. Declarant will cause to be incorporated a not-for-profit corporation known as the Woodland Hills Homeowners' Association, or such other name as Declarant may elect (the "Association"). The Association shall be the sole governing body for the administration and operation of the Common Areas and all the terms and provisions of this Declaration. Said corporation shall be the legal representative for all matters and claims relating directly or indirectly to the Common Areas or matters of common interest to all Owners. Pursuant to this Declaration, the Board of Directors of the Association shall constitute the final administrative authority and all decisions of the Board with respect to the administration of the Property shall be binding. All rights, titles, privileges and obligations vested or imposed upon the Association by this Declaration shall be held and performed by the Board of Directors of the Association, although the actual day to day management of the functions of the Association may ultimately be performed by a managing agent or agency. No management agreement entered into by the Association shall exceed the term of two (2) years, and every management agreement shall be terminable for cause by the Association on thirty (30) days' written notice and without cause or payment of any termination fee by either party on at least ninety (90) days' written

notice. The By-Laws for governing the Association shall be those duly enacted by the Association.

Section 2. Membership. Every person or entity, including the Declarant, who is the record Owner of a fee or undivided fee interest in any Lot which is subject to this Declaration, including contract sellers, shall automatically be a Member of the Association, so long as he continues as an Owner, whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include any persons or entities who hold an interest merely as a security for the performance of an obligation. For each Lot owned, the Owner thereof shall be entitled to one membership. Voting rights shall be determined as hereinafter set forth in Article IV. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot and ownership of a Lot shall be the sole qualification for membership. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more such Lot. The Association may, from time to time hereafter, issue Certificates of Membership to Members of the Association.

Section 3. Transfer. Upon the termination of the interest of an Owner in a Lot, his membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding him in interest. The membership held by an Owner of a Lot shall not be transferred, alienated or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to

the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser, if certificates are issued, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

Section 4. By-Laws. As a Member of the Association, each Owner hereby covenants and agrees to be bound by the provisions of the By-Laws of the Association, as such may be properly adopted, altered or amended from time to time pursuant to the terms hereof.

ARTICLE IV

VOTING RIGHTS - ADMINISTRATION

Section 1. Each member of the Association shall be entitled to one (1) vote for each Lot in which they hold a fee or undivided fee interest; provided, however, that when more than one person holds such interest in any Lot, all such persons shall be Members, but only one vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast on behalf of any Lot.

Section 2. Administration of the Property. The direction, operation and administration of the Property, including the Common Areas, shall initially be vested in Declarant and, subsequent to the first annual meeting of Members, in the Association. Direction, operation and administration of the Property shall include, but shall not be limited to, maintenance, repair, restoration, reconstruction, replacement, regulation and operation of the Property in the manner as provided in this Declaration and the By-Laws. Until the first annual meeting of Members, Declarant, its successors and assigns, shall be vested with all powers of the Association (including those of the Architectural Control Committee) and the Board described herein and in the By-Laws, and if Declarant so elects, it may appoint a Board of Directors to serve in such capacity until the first annual meeting of Members.

Section 3. First Annual Meeting of Members. The first Board of Directors of the Association shall be elected at the first annual meeting of Members which shall be held upon the first to occur of the following:

(a) Ninety (90) days after the closing of the sales of 85% of all of the Lots (including those not yet of record but planned and approved by the Village of Bartlett pursuant to any preliminary or final plan or plat for the Property);

(b) Ten (10) years from the date of recording of this Declaration in the Office of the Recorder of Deeds, DuPage County, Illinois; or

(c) When such meeting is called for by Developer, provided that not less than thirty (30) days prior written notice of such meeting shall be given to each Owner.

ARTICLE V

PROPERTY RIGHTS

Section 1. General Use. The Common Area is hereby restricted to ingress, egress, recreational and ancillary uses, structures relating thereto, storm water retention and detention, and easements for utilities, all for the benefit of the Owners. Maintenance, repairs, replacements, payments of taxes and general administration of the Common Area, including, without limitation, the obligation to maintain entry monument signs, shall be the responsibility of the Association, and the costs thereof shall be paid from the assessments as established hereinbelow.

Section 2. Members' Easements and Enjoyment. Every Owner by and through the Association shall have the right and easement of enjoyment in and to the Common Areas and a right and easement of ingress and egress to, from and through the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Residence, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use, operation and maintenance of the Common Areas and/or other facilities affecting the welfare of the Members.

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas; provided that the rights of such mortgagee shall not interfere with the rights of any Owner as provided in Section 2 of this Article V.

(c) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and delinquent, and for a period not to exceed sixty (60) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(d) The right of the Association to dedicate or transfer, in fee or by granting of an easement, all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by two-thirds (2/3) of the voting Members.

(e) Such other rights as are reserved or created by this Declaration.

Section 3. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from liens and charges hereof, by waiver of the use and enjoyment of the Common Area or by abandonment of his Lot.

Section 4. Title to Common Areas. The Declarant hereby covenants, for itself, its successors and assigns, that it will convey to the Association fee simple title to the Common Areas as established by Declarant, subject to covenants, conditions and restrictions of record (included those established herein), public zoning laws, current real estate taxes, if any, which shall be prorated among the parties, utility easements granted or to be granted for sewer, water, gas, electricity or telephone and any other necessary utilities and public street dedications, if any. Said fee simple title shall be free of all encumbrances and liens other than those described above. Title to the Common Areas shall be conveyed to the Association no later than ninety (90) days after the last Lot on the Property is conveyed to a third-party Owner.

Section 5. Common Area Encroachments. In no event shall an easement for an encroachment of a structure on the Common Area be deemed created in favor of any Owner.

Section 6. Alterations to Common Areas. No Owner shall make any alterations or additions, including any planting or plantings thereon, to the Common Area. Except as may be constructed by the Developer or specifically authorized by the Board, no structure, fence, antenna or similar items, either

permanent or temporary, shall be erected or placed on the Common Area. The Board may authorize as Common Expenses (as hereinafter defined) any alterations, improvements or additions to the Common Area. Anything herein to the contrary notwithstanding, no alteration shall be made to any storm water retention or detention facility on the Property, nor shall anything be done to alter or modify the storm water drainage pattern or flow on the Property without the formal approval of the governmental authorities having jurisdiction over the Property.

ARTICLE VI

ARCHITECTURAL CONTROLS

Section 1. Residences, Fences, Walls and Other Structures.

It is understood and agreed that the purpose of the architectural controls set forth herein is to secure an attractive and harmonious development. The Association shall have exclusive authority to establish reasonable rules, standards and duties for Owners and Occupants as to the construction of Residences, the care and use of the Common Area, and for the care, upkeep, maintenance and use and appearance of the Property, control over exterior architectural design of all buildings and structures, so as to preserve the integrity of the Property. The Board may, in conjunction with the promulgation and enforcement of any such rules and standards, appoint an Architectural Control Committee, ("Committee") which shall administer such rules and standards. The provisions of this paragraph and the entire Declaration

shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and management of a desirable and harmonious living environment.

(a) Anything herein to the contrary notwithstanding, any privacy fence installed by Developer upon any Lot, the rear yard of which backs to State Route 59, shall be deemed part of the Common Area, and shall be maintained as such by the Association, which is hereby granted an easement access to any such Lot for maintenance purposes.

(b) All fencing along Woodland Hills Parkway, Woodland Hills Drive or other primary entry road, shall be installed on the side of the berm along such road, further from the right of way line.

(c) No fencing of any kind shall be installed around any retention area, unless so required by law.

Section 2. Design Standards. Lot maintenance and Residence design standards as may be established by the Committee and approved by the Board, shall be published and made available to any Owner upon request.

Section 3. Exterior Maintenance and Repairs. Each Residence Owner shall cause all work which he deems necessary to be performed in connection with any maintenance required on the exterior portions of his Residence, including landscaping, painting, tuckpointing and repairing or replacing roofs, gutters and sidewalks located upon his Residence. Each Residence Owner shall also be responsible for maintenance of his driveway.

Section 4. Maintenance and Repair of the Common Areas and Other Maintenance and Repair. The Association shall maintain and keep in repair all the Common Areas and any improvements thereon, including but not limited to any entry monument, walkways, signs, ponds, pumps and storm water retention or detention areas. For maintenance purposes hereunder, all parkways located within public rights-of-way and all landscape easements created by recorded plat, plan or other document, shall be deemed Common Areas.

All costs for maintenance, repair, restoration charges not specifically allocated by this Declaration to the Association shall be the responsibility of the individual Owner, including without limitation the maintenance, repair, restoration, and reconstruction of such owner's Residence. Such maintenance, repair and reconstruction shall be performed by said owner in such a manner and with such materials as shall preserve the harmony of exterior design and appearance as the same existed on the date the initial construction of the Residences was completed.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

Section 1. General Use. No Residence shall be used for other than residential purposes and each Residence shall be used only as a residence for a single family by the owner and his family, their heirs, successors and assigns. All leases or

rental agreements for Residences shall be in writing, shall be submitted to the Board for its records, and shall state that such lease is specifically subject to this Declaration. No business, industry, trade, occupation or profession of any kind (except such "at home" professions as are generally acceptable and permitted under applicable ordinances) or noxious or offensive activity shall be carried on anywhere on the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Owners.

Section 2. Animals. No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere on the Property, except dogs, cats and other common household pets (for other than commercial purposes), provided that no more than two (2) household pets shall be allowed per Residence. Further, all pets shall be subject to such reasonable rules and regulations as may be enacted by the Board from time to time. Residence Owners and occupants shall promptly remove any waste from the Common Area or the outside of their Residences caused by such household pets. Any pets causing or creating a nuisance or unreasonable disturbance or causing or creating damage to the Common Area, including landscaping, in the opinion of the Board, may be by three (3) days written notice, prohibited from entering upon the Common Area or removed from the Property. Pets shall be restrained by leash or enclosures and shall not be permitted to roam on the Property.

Section 3. Obstructions of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on the Common Areas without the prior consent of the Association; provided, however, that Declarant may store construction materials on the Common Area when necessary in connection with the development of the Property.

Section 4. Nuisances. No nuisance, noxious or offensive activity shall be carried on in the Common Areas or Residences (including garages) nor shall anything be done therein, either wilfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Residences. Notwithstanding any other provision herein, any Owner, including the Declarant, or their assigns, shall be entitled to conduct on the Property all activities normally associated with or convenient to the development of the Property and the construction and sale of single-family residential Residences on the Property.

Section 5. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, trailer, tent, shack or other outbuilding, shall be constructed or erected on any Lot (or on the Common Areas) at any time, except for construction trailers or sheds constructed or placed by the Developer.

Section 6. Unsightly Activities. No clothes, sheets, blankets or laundry shall be hung on any portion of the Property. Subject to the rights of Declarant/Developer as set forth herein, the Common Areas shall be kept free and clear of all rub-

bish, debris and other unsightly materials, and no waste shall be committed thereon.

Section 7. Accessory Structures and Equipment.

(a) Without the written consent of the Board, the following shall not be constructed on or attached to the Property:

- (i) accessory storage buildings;
- (ii) satellite reception dishes or any other exterior antennae or reception devices;
- (iii) flagpoles over 15 feet in height.

(b) Only one dog run may be erected on each lot pursuant to dimensions and design standards approved by the Board.

(c) Air conditioning condensers and other mechanical equipment shall not be permitted in front yards and must be screened from view.

Section 8. Sign Standards. No signs of any kind shall be erected, placed or permitted to remain on the Property, except (i) a family name designated on a Residence of not more than 144 square inches; and (ii) for sale signs placed by an individual Owner; provided, however, that such signs are consistent in size and style with the architectural integrity of the Property as may be determined by the Board. The foregoing restrictions shall not apply to the signs and billboards, if any, of the Declarant/Developer or the Association. No billboard signs of any kind shall be permitted on the Property except those in

compliance with the terms of the Annexation Agreement and/or other Village codes and ordinances applicable to the Property.

Section 9. Storage. No rubbish, storage piles, trash, garbage, compost pile or material shall be dumped or allowed to remain on the property at any time except as shall be necessary to facilitate its pick-up and disposal. All such storage shall be screened from view and shall otherwise be subject to such rules and regulations as may be enacted by the Board from time to time. All containers and equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 10. Vehicles. No vehicle, boat, camper, trailer, truck, minibike or snowmobile shall be stored or parked on the Common Areas (permanently or temporarily), except upon approval by the Board. Except as may otherwise be approved by the Board, no boat, camper, trailer or commercial vehicle shall be parked on a driveway for more than 24 hours; provided, however, that passenger vehicles of any Owner may be parked in an Owner's driveway. Storage within a garage of such vehicles is permitted. No commercial activity shall be conducted within any garage. Except for maintenance or emergency vehicles, no vehicular traffic shall be permitted to park on the Common Areas except as may be permitted by the Board. No motor vehicles in non-operative condition shall be parked anywhere on the Property, except in garages.

Section 11. Camping and Picnicking. Tents, temporary
shacks, cooking, picnicking and camping shall be prohibited on
the Common Areas.

Section 12. Fences. Except as to those erected by Declarant
and Developer, no fence or obstructions of any kind shall be
erected, removed or relocated anywhere within the Common Areas,
unless such shall be specifically approved by the Board.

Section 13. Landscaping. The Association shall be solely
responsible for maintenance of all landscaping on the Common
Areas. No trees, shrubs or other plantings of any kind shall be
planted in or removed from the Common Areas without the express
consent of the Board. No planting of any kind shall be placed
on any Lot in such a manner as to interfere with the use of
neighboring Residences of the Common Areas, or to present any
visual safety hazard, and foliage and landscaping shall be
neatly maintained.

Section 14. Owners' Responsibilities. Any expenses or
costs incurred with respect to maintenance and/or repair of any
portion of the Common Area due to the willful or negligent acts
of any Owner, his family, lessees, guests, invitees or pets,
shall be borne by such Owner and shall be added to such Owner's
assessment. No Owner shall do any act or commence any work that
will impair any easement or other interest in the Property, nor
do any act or allow any condition to exist which will adversely
affect other Residences or their Owners or Occupants.

Section 15. Construction and Contractors. Except as to Developer, its successors and assigns as provided herein, all construction activity on the Property shall be governed by rules and regulations as are from time to time adopted by the Board (or the Developer prior to the election of the Board).

Section 16. Lines and 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 on 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 17. Completion of Construction. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Residence shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes, or other matters beyond the Owner's control.

Section 18. Vacant Homesites. Vacant lots must be kept clear of dead material (including trees), fallen branches, debris, shrubs and other undesirable vegetation, except as reasonably necessary for Developer's construction activities. Existing grass and lawn areas must be trimmed or cut to a height of 6" or less and be clear of all weeds and unsightly vegetation. Any removal of dead trees must be reviewed by the

Developer/Architectural Committee prior to extraction. Failure to maintain a Lot in an acceptable condition will result in notification to the homeowner by the Developer or Architectural Committee. Homeowners will have ten (10) working days to complete the work. If the Lot is not properly cleared or maintained, then the Association will have such work performed at the expense of the homeowner.

Section 19. Rights of Declarant. Anything herein to the contrary notwithstanding, the foregoing restrictions in Sections 3, 5, 6, 7, 8, 9, 10, 11 and 15 shall not apply to Declarant, but shall apply to its successors and assigns unless such are specifically exempt from the terms hereof by a document in writing signed by Declarant.

Section 20. Rules and Regulations. The Association Board may promulgate such rules and regulations with respect to the matters set forth in this Article VII, and with respect to any other matters concerning the use and occupancy of the Property as may reasonably be desirable to make and keep the Property a desirable and harmonious residential housing development, including, without limitation, rules and regulations regarding the use of the Residences and the common Areas. Owners and Occupants shall abide by all such rules and regulations.

ARTICLE VIII

EASEMENTS - PROPERTY RIGHTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas, drainage, electric, telephone or other utility or commercial entertainment services shall be granted as shown on any plat or other documents of record filed from time to time in connection with the Common Areas. Further, any additional easements for such purposes may be granted by the Declarant or the Association at any time for the purpose of obtaining such services.

The Declarant, its successors and assigns, shall at all times have the right of and are hereby granted ingress and egress over said easements for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating and inspecting any sewer, gas, water, drainage and other easements, and, notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

Anything contained in this Declaration to the contrary notwithstanding, the Declarant/Developer hereby reserves for itself, at no cost, and does hereby grant for its agents, employees, contractors, subcontractors, workmen, materialmen, invitees, and any successors, assigns or designees, and for the Association, an easement under, over and across the Common Area

or any part thereof, for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting, selling and renting any Residences then owned by the Declarant and for the purpose of constructing, completing, repairing, maintaining, inspecting and exhibiting the Residences permitted herein on the Common Area. This shall include, but shall not be limited to, the right of Declarant and Developer to maintain signs, banners, sales offices and sales promotions, model Residences, and any other use attendant thereto.

Section 2. Easements, Noninterference. No Owner shall interfere with any easement as hereinabove set forth in this Article.

Section 3. Easement Rights. The Declarant, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted, including the right to clear said easement areas of trees or shrubs or any building, fence, structure or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

Section 4. Easements for Developer. During the period in which Developer is constructing improvements on the Property and/or marketing all or any portion of the Property, Developer shall have and is hereby granted an easement for the right of ingress and egress, and the right to install any improvements

over, across and through the Common Area. Further, Developer shall have the right to store such equipment and materials as it deems necessary for the purpose of construction and marketing during said period. These easements shall apply to Developer's successors and assigns.

Section 5. Easement for Ingress and Egress. The Declarant and its successors and assigns, and the Residence Owners, their Occupants, guests, agents, invitees and licensees, shall have and are hereby granted a general easement for ingress and egress over, across and through the Common Area.

Section 6. Easement for Association. The Association and its successors and assigns shall at all times have the right of ingress and egress across any Lots and Common Areas, prior to the time title to the Common Areas are deeded to the Association as hereinabove provided, for purposes of landscaping, maintenance and repair of the Common Areas. In addition, the Association is hereby granted a perpetual easement across Lots 6, 36 and 44 (as shown on the Plats of Development for Woodland Hills) for landscaping maintenance.

Section 7. Easements Running With the Land. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually in full force and effect.

As to any Property that is subject to the terms of this Declaration, reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation or transfer, to the easements, covenants and restrictions contained herein shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though said easements, covenants and restrictions were fully recited as set forth in their entirety in such documents.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner hereby covenants, by acceptance in any deed of conveyance of any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges representing his share of the expenses of maintenance, repair, replacements, taxes, administration and operation of the Common Area ("Common Expenses"); and (ii) special assessments for any purpose, including capital improvements and unforeseen expenses to be collected from time to time as hereinafter provided. Certain expenses such as utility charges from outside companies for Residences, shall not be deemed to be "Common Expenses", and shall be the responsibility of the individual Residence Owners. Payments of assessments shall be in such amounts and at such times as provided below. The annual and special assessments,

together with such interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment shall also be the personal obligation of the person who is the Owner of such Lot at the time the assessment is due and payable. Such personal obligation shall pass to his successors in title and shall also constitute a lien on the Lot affected thereby until fully paid.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Areas, including, but not limited to, the payment of all taxes, insurance, repair, replacement and maintenance relating to the Common Areas and for services and facilities devoted to this purpose and related to the use and enjoyment thereof.

Section 3. Assessments.

(a) On or before December 1 of each year, the Board shall estimate the total amount necessary for the next calendar year to pay the cost of taxes, wages, materials, insurance, services and supplies relating to the maintenance of the Common Areas for the rendering of all services, together with a reasonable amount necessary for a reserve for emergencies and replacements, as more specifically provided in (e) below, and shall, on

or before December 15, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof, including itemization for the Common Areas. Such annual budget shall also take into account any estimated net accruable cash income for the year from operation or use of the Common Areas according to the funds available in the accounts established for the Common Areas and other applicable expenses for all the Lots. Said "estimated cash requirement" shall be assessed equally to each Owner, except for Declarant, according to the number of Lots owned by each Owner, and shall be due and payable in equal installments upon such dates as shall be established by the Board from time to time. On or before the date of the annual meeting of each calendar year, the Board shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid for the Common Areas and other applicable expenses for all the Lots, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over and under actual expenditures plus reserves. In any given year, the amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Owner by applying any such excess to expenses and/or reserves for the subsequent year. On or before January 1 of the ensuing year, and on the first day of July of each such year, each Owner shall be obligated to pay to the Board of Directors as it may direct.

(b) If said "estimated cash requirements" as hereinabove set forth proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental assessment budget or budgets and shall determine the amount of a supplemental assessment. The Board shall serve notice of such supplemental assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such supplemental assessment shall become due at such time as the Board may determine. All Owners shall be obligated to pay the supplemental assessment.

(c) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the Common Areas for the purposes of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement upon said Common Areas, provided that such assessments in any assessment year shall have the assent of two-thirds ($2/3$) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose. Any such assessment shall be levied equally against each affected Owner deemed to be responsible for said assessment.

(d) Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or (c) above shall be sent to all affected Members not less than fifteen (15) days nor more than thirty (30) days in advance of

the meeting. At the first such meeting called, the presence of the Members or of proxies entitled to cast twenty percent (20%) of all votes of the membership affected by said special assessment shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, 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.

(e) The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and for extraordinary expenditures not included in the "estimated cash requirements" shall be first charged against such reserves in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget, or the next regular "estimated cash requirements" shall provide for the reestablishment of such reserves as the Board shall deem reasonably appropriate.

(f) The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other documents on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay their annual assessments as herein provided, whenever the same shall be determined and the absence of an annual estimate to the Owner

shall constitute an obligation to pay the then existing estimated assessment until notified otherwise.

(g) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

(h) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot. Except as otherwise provided elsewhere herein, an Owner on the first day of the year shall personally be liable for the annual assessment; and the Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

Section 4. Uniform Rate of Assessment. Annual, supplemental and special assessments must be charged equally to each Lot.

Section 5. Commencement and Payment of Annual Assessments. The assessments provided for herein shall commence for each Lot as of the date title to such Lot is conveyed to a third-party Owner.

Section 6. Association's Lien Subordinate to Mortgages.

The lien for assessments as herein provided, and any fees, fines, interest, late charges or penalties levied in connection with unpaid assessments, shall be subordinate to the lien of any first mortgage (or equivalent security interest) on any Lot, provided that such subordination shall apply only to assessments provided for herein which have become due and payable prior to the time a sale or transfer of such property by foreclosure of the lien of the first mortgage against such Lot has occurred or any other transfer in lieu of foreclosure as so certified by the transferor. Such sale or transfer shall not relieve such property and the transferee from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 7. Effect of Nonpayment of Assessments - Remedies of the Association. The amount of each assessment shall constitute a lien on the interest of such Owner. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date of such assessment at the maximum rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against his Lot; and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

Upon the recording of notice of lien by the Board of Directors, it shall be a lien upon such property prior to any other

liens or encumbrances, recorded or not recorded, subject only to:

(a) Taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such owner prior to pre-existing recorded encumbrances thereon; and

(b) Encumbrances on the interest of such Owner recorded prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances.

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

The Board shall also have the power and right to assess additional fines and penalties against any Owner for non-payment of assessments, as long as said fines and penalties are uniformly applied.

Section 8. Forcible Entry and Detainer. In the event of any default by any Owner in the performance of his obligations under this Declaration, By-Laws, or rules or regulations of the Board, the Board, or its agents, shall have such rights and remedies in addition to those provided or permitted by law, including the right to take possession of such Owner's interest in the Property for the benefit of all other owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes, Chapters 57 and 110).

Section 9. Exempt and Partially Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and properties granted to or used by a utility company, (b) the Common Areas; and (c) property owned by Declarant upon which a residential unit has not been constructed and sold to a third party buyer.

Section 10. Mechanic's Liens. The Board may cause to be discharged any Mechanic's Lien or other encumbrance which in the opinion of the Board may constitute a lien against the Common Areas. Where less than all of the owners are responsible for the existence of said lien, such owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses, including attorneys' fees and court costs incurred by reason of the lien.

Section 11. Declarant's Right. Anything contained herein to the contrary notwithstanding, Declarant and its successors and assigns shall have the right, at any time and from time to time to mortgage or otherwise encumber any portion of the Property not previously conveyed, and any lien created thereby shall at all times be superior to the lien of assessments established by this Article VIII, regardless of whether such lien is recorded prior to the commencement of assessments against such Property.

Section 12. Additional Assessments. Declarant contemplates that certain real estate contiguous to the Property ("adjacent land") may be developed for commercial use and may generate storm water to be detained and/or retained on the Property. A perpetual easement is hereby granted over and on the Property for drainage and/or retention/detention generated by such adjacent land. Further, if, incidental to the development of any adjacent land, the owners thereof shall be subjected to covenants and restrictions requiring the payment of maintenance assessments to the Association to help defer the cost of maintenance of such detention/retention, the Board of the Association is hereby authorized to collect and accept such assessments and include such amounts in the calculation of the annual operating budget for the Association.

Section 13. Vacant Property. As to any Lots conveyed by Declarant/Developer to a third party, the assessments for any

such Lot shall commence on the first to occur of the (i) first day of the month following substantial completion of a Residence on such Lot, or (ii) three (3) years after the date of such conveyance from Declarant/Developer. For purposes of this paragraph, "substantial completion" shall mean the date upon which the Residence is completed to the extent necessary to obtain an occupancy permit.

Section 14. Developer's Obligations. Anything herein to the contrary notwithstanding, if during the course of any calendar year Developer shall control or act in the capacity of the Board (i.e., prior to the first annual meeting of members), and as of the end of such calendar year, the operating and maintenance expenses of the Association shall exceed the budgeted amount, then the Developer shall contribute to the Association such amounts as may be necessary to absorb such deficit.

ARTICLE X

INSURANCE

Section 1. Acquisition of Insurance Coverage. The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for death, injury and property damage, insuring the Association and its members in an amount not less than \$2,000,000 per occurrence.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Board Liability. The Directors from time to time constituting the Board, and the Officers thereof, shall not be liable to the Members of the Association for any mistake of judgment or for any actions or omissions to acts made in good faith as such Directors or Officers.

Section 2. Initial Operation. Until such time as the Board provided for in this Declaration is formed, the Declarant and its successors and assigns shall exercise any and all of the powers and functions of the Association and the Board.

Section 3. Deeds and Conveyances Subject to Declaration. Each grantee, by the acceptance of a deed of conveyance of any Lot, agrees to be deemed for all purposes to be and become the Owner of such Lot as herein defined, and accepts such conveyance subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and the By-Laws and all rights, benefits and privileges of every character granted hereby, created, reserved or declared, whether or not they are referred to or set forth in any deed or other transfer of title or interest.

Section 4. Real Estate Taxes. Real estate taxes and general and special assessments levied upon the Common Areas shall be a Common Expense paid by the Association through assessments received from the Owners, pursuant to Article IX as hereinabove

set forth. Real estate taxes shall be separately taxed to each Owner for his Lot as soon as feasible after the first sale of such Lot by Declarant and shall be paid directly to the taxing authority by such Owner as and when so separately taxed. In the event that such taxes for any year with respect to any Lot are not separately taxed to the Owner thereof, but rather are taxed on any part or parts of the Property consisting of more than one (1) Lot, and containing the Lot of such Owner, then such Owner shall pay a percentage of such undivided tax bill determined by dividing the total number of square feet in the Lot or Lots owned by such Owner, by the total number of square feet covered by the undivided tax bill. The calculations referred to above shall be determined by the Association and shall be binding upon the Owners. Each Owner shall pay such amount to the Association Board within ten (10) days after demand therefor and the Association shall pay such taxes to the appropriate collecting authority. The Association Board shall have authority to advance funds in payment of all or a portion of such taxes pending receipt from the respective Owners of their proportionate shares.

Section 5. Conflicts. In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control. In the event of a conflict between the terms of this Declaration and any law applicable to the property, the more restrictive (as determined by the lawmaking authority) shall control.

Section 6. Governing Law. The laws of the State of Illinois shall govern the construction, interpretation, application and enforcement of this Declaration and the Association formed pursuant thereto.

ARTICLE XII

GOVERNMENTAL RIGHTS

Section 1. Special Service District. The Village of Bartlett has established or will establish a "Special Service District" encompassing the Property which district will provide for a municipal tax levy or assessment to be assessed against each Lot for the purposes of funding costs or expenses that may be incurred by the Village in conjunction with maintenance and repair of the Common Areas. From and after the effective date of the creation of such a district, each lot owner shall be obligated to pay its portion of such tax, levy or assessment as billed from time to time by the municipality, whether such amount is included in the regular annual real estate tax bill, or by special bill or invoice.

Section 2. Amendment. No amendment of this Article XII shall be effective without the specific written consent of the Village; provided, however, that Declarant shall have the right to amend or restate this Declaration, without the consent of the Village, if such restatement or amendment is identical to that contained in Section 1 above.

ARTICLE XIII

AMENDMENTS TO DECLARATION

Section 1. Approval of Amendments. Except as provided below, provisions of this Declaration may be amended by an instrument in writing setting forth the amendments and executed by the Owners representing not less than sixty-seven percent (67%) of the outstanding membership votes entitled to be cast.

Section 2. Compliance with Governmental Authority. Declarant reserves the right and power to record any special amendments to this Declaration at any time and from time to time, to amend this Declaration to comply with requirements of the Department of Housing and Urban Development, the Federal National Mortgage Association, the Veterans Administration, or any other governmental agency or public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities.

Section 3. Restrictions on Alienation. Anything herein contained to the contrary notwithstanding, no amendment to the Declaration, Articles of Incorporation or By-Laws which shall seek to vest a right of first refusal as to the sale or lease of a Residence, or any similar restriction in favor of the Association, other Owners or related entities, shall be of any force or effect.

Section 4. Rights of Declarant. The foregoing notwithstanding, no amendment which shall adversely affect the rights

ARTICLE XIII

AMENDMENTS TO DECLARATION

Section 1. Approval of Amendments. Except as provided below, provisions of this Declaration may be amended by an instrument in writing setting forth the amendments and executed by the Owners representing not less than sixty-seven percent (67%) of the outstanding membership votes entitled to be cast.

Section 2. Compliance with Governmental Authority. Declarant reserves the right and power to record any special amendments to this Declaration at any time and from time to time, to amend this Declaration to comply with requirements of the Department of Housing and Urban Development, the Federal National Mortgage Association, the Veterans Administration, or any other governmental agency or public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities.

Section 3. Restrictions on Alienation. Anything herein contained to the contrary notwithstanding, no amendment to the Declaration, Articles of Incorporation or By-Laws which shall seek to vest a right of first refusal as to the sale or lease of a Residence, or any similar restriction in favor of the Association, other Owners or related entities, shall be of any force or effect.

Section 4. Rights of Declarant. The foregoing notwithstanding, no amendment which shall adversely affect the rights

of Declarant and its successors and assigns (including, but not limited to, the right to maintain sales facilities, signs and access for construction storage set forth in this Declaration) shall be effective without Declarant's express written consent thereto. Declarant further reserves the right and power to record any amendments to this Declaration to correct clerical or typographical errors in this Declaration or any exhibit, supplement or amendments thereto.

Section 5. Validity of Amendments. No amendments approved pursuant to this Article XII shall become valid until a copy of same, certified by the Secretary of the Association to be true and correct, shall be placed of record.

Section 6. Release of Covenants. Anything herein to the contrary notwithstanding, Declarant may at any time within ten (10) years from the date of the recording of this Declaration, record an Amended Declaration or Declarations pursuant to which the legal descriptions set forth on Exhibit "A", "B" and "C" may be modified to effect the removal of any portion of the Property from the covenants, terms and restrictions set forth herein; provided that such removal shall be effective only as to such portion of the Property owned by Declarant or its designated successors and assigns, as of the date such Amended Declaration is recorded; and, provided further, that Declarant may again subject and remove such removed portion or portions, from time to time, to the terms of this Declaration by recording a subsequent amendment or amendments hereto setting forth Declarant's intent to re-include or remove

such portion or portions, all within ten (10) years from the date of recording of this Declaration.

ARTICLE XIV

MISCELLANEOUS

Section 1. Conflicts. In the case of a conflict between the terms of this Declaration and the provisions of any law or ordinance applicable to the Property, the most restrictive shall govern.

Section 2. Rules and Regulations. Any breach of any rule or regulation adopted by the Board or Developer in accordance with the terms of this Declaration shall constitute a violation of the terms of this Declaration, and the Association/Developer shall have the right to exercise any and all remedies granted hereunder.

Section 3. Additional Property; Future Development Property; Anything herein to the contrary notwithstanding, Declarant may, at any time and from time to time, within ten (10) years from the date hereof, include within the property subject to this Declaration, all or any portion of the additional real property legally described on Exhibit "B" ("Additional Property") attached hereto, by recording an amendment or amendments to this Declaration, setting forth the Additional Property or the portion thereof to be so included whereupon such Additional Property, or a portion thereof, shall be deemed submitted to the terms of this Declaration and governed in all respects by the terms of this Declaration and shall become a part of the Property. (b) Declarant may, at any time and from time to time, within ten (10) years from the date

hereof, include within the Property subject to this Declaration; all or a portion of the additional real property legally described on Exhibit "C" ("Future Development Property") attached hereto, by recording an amendment or amendments to this Declaration, setting forth the Future Development Property or the portion thereof to be so included, whereupon such Future Development Property, or portion thereof shall be deemed submitted to the terms of this Declaration and governed in all respects by the terms of this Declaration and shall become a part of the Property; provided that such amendment shall be effective only if executed by: (i) Declarant, (ii) the owner of record and any mortgage holder of the Future Development Property to be so included, and (iii) the holder of any mortgage of the Property, if any (exclusive of any mortgage holder on any individual Lots or Residences sold to third-party purchasers).

Section 4. Association Rights - Mortgagee. Anything herein to the contrary notwithstanding, if, at any time the holder of the first mortgage of record on the Property (as of the date of recording of this Declaration; exclusive of the first mortgage of a Residence or Lot) shall either: (i) commence proceedings to foreclose such mortgage; (ii) otherwise avail itself of any remedies available to it in conjunction with such mortgage; or (iii) take title to any portion of the Property in lieu of such foreclosure or exercise of remedies; then such mortgagee shall have the right to so notify the Association, Declarant, and any members of the Board appointed by Declarant and, in that event, from and after the date of such notice, such first mortgagee shall have the

IN WITNESS WHEREOF, Declarant has caused its corporate seal to be affixed hereunder and has caused its name to be signed to these presents by its President and attested by its authorized officers this 18th day of April, 1990.

By: [Signature]
Its: _____

ATTEST:

By: 
Its: ASST/Secy

The undersigned, being the mortgage holders of record of the Property as defined in the foregoing Declaration, hereby consents to and affirms the covenants, conditions and restrictions set forth above.

GENERAL ELECTRIC CAPITOL CORPORATION

By: Peter A. Cam
Its: Investment Manager

HARRIS BANK HINSDALE

By: Richard J. Hines
Its: ASST. VICE PRES.

FIRST NATIONAL BANK OF MOUNT PROSPECT

By: Michael A. Garcia
Its: VICE PRESIDENT

Property Address: Vacant Property Army Trail Road and
Illinois State Route 59, Bartlett, Illinois
PIN NOS.

01-16-100-001	01-16-100-005	01-09-300-004	01-16-100-002
01-16-200-004	01-09-301-004	01-09-402-001	01-16-100-004
01-16-100-003	01-16-200-010	01-10-300-01	01-16-200-008
01-16-200-007			

This Document Prepared By
and after recording return to:

William M. Laytin, Esq.
300 Park Blvd., #515
Itasca, Illinois 60143

Exhibit A

Property

Legal Description

LOTS 1 THROUGH 90, BOTH INCLUSIVE, AND OUTLOTS A, B, C, D, E, AND F IN WOODLAND HILLS UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1989 AS DOCUMENT R89-145753, IN DUPAGE COUNTY, ILLINOIS

underlying P.I.N.: 01 16 200 008, 01 16 200 010

LOTS 201 THROUGH 245, BOTH INCLUSIVE, AND OUTLOTS A, B AND C IN WOODLAND HILLS UNIT TWO, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1989 AS DOCUMENT R89-145754, IN DUPAGE COUNTY, ILLINOIS

underlying P.I.N.: 01 09 402 001

vacant land

Northwest corner Schick and Rte 59, Bartlett, Illinois

EXHIBIT B
Additional Property

Legal Description

PARCEL 1:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PARTS OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WESTERLY RIGHT OF WAY LINE OF STATE OF ILLINOIS ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 313646 RECORDED JUNE 12, 1931 AND THE NORTH LINE OF SAID SECTION 16; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 22,969.30 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 24 MINUTES 23 SECONDS EAST AN ARC DISTANCE OF 508.99 FEET TO A POINT OF TANGENCY; THENCE SOUTH 06 DEGREES 02 MINUTES 28 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 799.71 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 2120.30 FEET AN ARC DISTANCE OF 107.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 85 DEGREES 04 MINUTES 34 SECONDS WEST A DISTANCE OF 380.31 FEET; THENCE SOUTH 52 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 302.38 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 28 SECONDS EAST A DISTANCE OF 106.00 FEET; THENCE SOUTH 16 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 779.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 946.72 FEET AND WHOSE CHORD BEARS NORTH 35 DEGREES 49 MINUTES 09 SECONDS WEST AN ARC DISTANCE OF 265.35 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 200.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 882.59 FEET AN ARC DISTANCE OF 431.91 FEET; THENCE SOUTH 36 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 20.40 FEET; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 938.37 FEET AND WHOSE CHORD BEARS SOUTH 30 DEGREES 28 MINUTES 43 SECONDS WEST AN ARC DISTANCE OF 217.16 FEET TO A POINT OF REVERSE CURVE; THENCE WESTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 510.55 FEET AN ARC DISTANCE OF 611.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 56.07 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 662.85 FEET AN ARC DISTANCE OF 793.16 FEET; THENCE SOUTH 41 DEGREES 55 MINUTES 37 SECONDS WEST A DISTANCE OF 936.79 FEET; THENCE SOUTH 57 DEGREES 25 MINUTES 24 SECONDS WEST A DISTANCE OF 118.63 FEET; THENCE SOUTH 49 DEGREES 03 MINUTES 17 SECONDS WEST A DISTANCE OF 1267.78 FEET; THENCE SOUTH 03 DEGREES 12 MINUTES 45 SECONDS EAST A DISTANCE OF 616.19 FEET TO THE CENTERLINE OF ARMY TRAIL ROAD; THENCE SOUTH 77 DEGREES 45 MINUTES 24 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 689.95 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID CENTERLINE, BEING ALSO A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 300.49 FEET; THENCE NORTH 00 DEGREES 44 MINUTES 32 SECONDS EAST A DISTANCE OF 1331.83 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 32 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 1327.02 FEET TO THE EAST LINE OF LOT 4 AS MENTIONED; THENCE SOUTH 01 DEGREE 07

MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 231.00 FEET TO THE SOUTH EAST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 19 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINES OF SAID LOTS 5 AND 6 A DISTANCE OF 1702.65 FEET TO SAID WESTERLY RIGHT OF WAY LINE OF STATE ROUTE NO. 59; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST A DISTANCE OF 431.28 FEET; THENCE NORTH 69 DEGREES 38 MINUTES 46 SECONDS WEST A DISTANCE OF 495.00 FEET; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST A DISTANCE OF 239.60 FEET; THENCE SOUTH 62 DEGREES 56 MINUTES 46 SECONDS EAST A DISTANCE OF 257.15 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 194.13 FEET TO A POINT OF CURVE; THENCE CONTINUING NORTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 2120.30 FEET AN ARC DISTANCE OF 869.53 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 2:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PART OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 16 AND THE CENTERLINE OF ARMY TRAIL ROAD; THENCE SOUTH 77 DEGREES 45 MINUTES 24 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 1044.28 FEET TO A POINT OF CURVE; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CENTERLINE, BEING ALSO A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2814.79 FEET AN ARC DISTANCE OF 300.49 FEET; THENCE NORTH 60 DEGREES 44 MINUTES 32 SECONDS EAST A DISTANCE OF 1331.83 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 32 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 1327.02 FEET TO THE EAST LINE OF LOT 4 AS MONUMENTED; THENCE SOUTH 01 DEGREE 07 MINUTES 19 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 231.00 FEET TO THE SOUTH EAST CORNER OF SAID LOT 4; THENCE NORTH 89 DEGREES 19 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOTS 5 AND 6 A DISTANCE OF 1702.65 FEET TO THE WESTERLY RIGHT OF WAY LINE OF STATE ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 313646 RECORDED JUNE 12, 1931; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 431.28 FEET; THENCE NORTH 69 DEGREES 38 MINUTES 46 SECONDS WEST A DISTANCE OF 495.00 FEET; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST A DISTANCE OF 250.00 FEET; THENCE SOUTH 69 DEGREES 38 MINUTES 46 SECONDS EAST A DISTANCE OF 239.60 FEET; THENCE SOUTH 62 DEGREES 56 MINUTES 46 SECONDS EAST A DISTANCE OF 257.15 FEET TO SAID WESTERLY RIGHT OF WAY LINE; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 194.13 FEET TO A POINT OF CURVE; THENCE CONTINUING NORTHEASTERLY ALONG

SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE WESTERLY HAVING A RADIUS OF 2120.30 FEET AN ARC DISTANCE OF 869.53 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 34 SECONDS WEST A DISTANCE OF 380.31 FEET; THENCE SOUTH 52 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 302.38 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 28 SECONDS EAST A DISTANCE OF 106.00 FEET; THENCE SOUTH 16 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 778.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 946.72 FEET AND WHOSE CHORD BEARS NORTH 35 DEGREES 48 MINUTES 09 SECONDS WEST AN ARC DISTANCE OF 265.35 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 200.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 888.59 FEET AN ARC DISTANCE OF 481.81 FEET; THENCE SOUTH 36 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 80.40 FEET; THENCE SOUTH 68 DEGREES 03 MINUTES 14 SECONDS WEST A DISTANCE OF 126.79 FEET TO THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 52 MINUTES 19 SECONDS WEST A DISTANCE OF 618.20 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 55 SECONDS WEST A DISTANCE OF 765.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 2282.73 FEET AND WHOSE CHORD BEARS SOUTH 19 DEGREES 09 MINUTES 54 SECONDS EAST AN ARC DISTANCE OF 16.32 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 591.85 FEET AN ARC DISTANCE OF 708.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 55 MINUTES 46 SECONDS EAST A DISTANCE OF 56.07 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 439.55 FEET AN ARC DISTANCE OF 526.81 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 909.37 FEET AN ARC DISTANCE OF 125.12 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 3:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PARTS OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 9 AND THE SOUTHERLY RIGHT OF WAY LINE OF A 100.00 FOOT WIDE STRIP OF LAND CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED DATED APRIL 9, 1887, RECORDED APRIL 14, 1887 AS DOCUMENT 37352, THENCE SOUTH 71 DEGREES 00 MINUTES 49 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 1897.10 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY, BEING ALSO A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5764.51 FEET AN ARC DISTANCE OF 161.22 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 00 SECONDS EAST A DISTANCE OF 1192.81 FEET; THENCE NORTH 75 DEGREES 38

MINUTES 09 SECONDS WEST A DISTANCE OF 157.17 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 668.66 FEET AN ARC DISTANCE OF 564.00 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 490.00 FEET AN ARC DISTANCE OF 467.47 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 548.97 FEET AND WHOSE CHORD BEARS SOUTH 81 DEGREES 31 MINUTES 56 SECONDS WEST AN ARC DISTANCE OF 317.77 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEPLY, HAVING A RADIUS OF 1023.00 FEET AN ARC DISTANCE OF 186.47 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 23 SECONDS WEST ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE SOUTH WEST 1/4 OF SECTION 9 A DISTANCE OF 540.00 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE LINE; CONCAVE EASTERLY, HAVING A RADIUS OF 1057.96 FEET AN ARC DISTANCE OF 736.53 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39 DEGREES 29 MINUTES 55 SECONDS EAST A DISTANCE OF 908.98 FEET; THENCE NORTH 42 DEGREES 25 MINUTES 28 SECONDS EAST A DISTANCE OF 738.17 FEET; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 2353.78 FEET AND WHOSE CHORD BEARS NORTH 14 DEGREES 00 MINUTES 39 SECONDS WEST AN ARC DISTANCE OF 164.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 12 DEGREES 00 MINUTES 21 SECONDS WEST A DISTANCE OF 150.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 499.20 FEET AN ARC DISTANCE OF 354.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 1705.03 FEET AN ARC DISTANCE OF 872.88 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 490.00 FEET AN ARC DISTANCE OF 211.64 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 4:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PART OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 9 AND THE SOUTHERLY RIGHT OF WAY LINE OF A 100.00 FOOT WIDE STRIP OF LAND CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED DATED APRIL 9, 1887, RECORDED APRIL 14, 1887 AS DOCUMENT 37352; THENCE SOUTH 71 DEGREES 00 MINUTES 49 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 1375.62 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 71 DEGREES 00 MINUTES 49 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 521.48 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5764.51 FEET AN ARC DISTANCE OF 161.22 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES

00 SECONDS EAST A DISTANCE OF 1192.81 FEET; THENCE NORTH 75 DEGREES 38 MINUTES 09 SECONDS WEST A DISTANCE OF 157.17 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE LINE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 668.66 FEET AN ARC DISTANCE OF 564.00 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 490.00 FEET AN ARC DISTANCE OF 396.34 FEET; THENCE WESTERLY ALONG A CURVE LINE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 619.97 FEET AND WHOSE CHORD BEARS SOUTH 31 DEGREES 23 MINUTES 03 SECONDS WEST AN ARC DISTANCE OF 355.67 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 952.00 FEET AN ARC DISTANCE OF 154.46 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 12 SECONDS EAST ALONG A LINE PARALLEL WITH SAID WEST LINE OF THE SOUTH WEST 1/4 A DISTANCE OF 789.73 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 1169.77 FEET AN ARC DISTANCE OF 949.11 FEET TO A POINT OF TANGENCY; THENCE NORTH 46 DEGREES 52 MINUTES 39 SECONDS EAST A DISTANCE OF 377.21 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 5:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PARTS OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16 DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 9 AND THE SOUTHERLY RIGHT OF WAY LINE OF A 100.00 FOOT WIDE STRIP OF LAND CONVEYED TO THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY BY DEED DATED APRIL 9, 1887, RECORDED APRIL 14, 1887 AS DOCUMENT 37352; THENCE SOUTH 71 DEGREES 00 MINUTES 49 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 1897.10 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5764.51 FEET AN ARC DISTANCE OF 161.22 FEET; THENCE SOUTH 04 DEGREES 35 MINUTES 00 SECONDS EAST A DISTANCE OF 1192.81 FEET; THENCE NORTH 75 DEGREES 38 MINUTES 09 SECONDS WEST A DISTANCE OF 157.17 FEET; THENCE SOUTH 14 DEGREES 21 MINUTES 51 SECONDS WEST A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A CURVE LINE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 597.66 FEET AND WHOSE CHORD BEARS SOUTH 80 DEGREES 12 MINUTES 01 SECONDS WEST AN ARC DISTANCE OF 504.11 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 419.00 FEET AN ARC DISTANCE OF 580.71 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTH EASTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1634.00 FEET AN ARC DISTANCE OF 836.53 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.20 FEET AN ARC DISTANCE OF 359.26 FEET; THENCE NORTH 57 DEGREES 55 MINUTES 07

SECONDS EAST A DISTANCE OF 252.64 FEET; THENCE NORTH 72 DEGREES 53 MINUTES 50 SECONDS EAST A DISTANCE OF 136.01 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 37 SECONDS EAST A DISTANCE OF 143.96 FEET; THENCE SOUTH 46 DEGREES 50 MINUTES 41 SECONDS EAST A DISTANCE OF 172.72 FEET; THENCE NORTH 57 DEGREES 55 MINUTES 07 SECONDS EAST A DISTANCE OF 330.00 FEET; THENCE NORTH 32 DEGREES 04 MINUTES 53 SECONDS WEST A DISTANCE OF 250.00 FEET; THENCE NORTH 67 DEGREES 25 MINUTES 48 SECONDS WEST A DISTANCE OF 360.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 200.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 140.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 280.00 FEET; THENCE NORTH 54 DEGREES 30 MINUTES 05 SECONDS EAST A DISTANCE OF 484.69 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 170.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 220.00 FEET; THENCE NORTH 12 DEGREES 43 MINUTES 26 SECONDS WEST A DISTANCE OF 180.11 FEET; THENCE WESTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 528.95 FEET AND WHOSE CHORD BEARS SOUTH 75 DEGREES 27 MINUTES 58 SECONDS WEST AN ARC DISTANCE OF 533.57 FEET TO A POINT OF CURVE; THENCE NORTH 75 DEGREES 38 MINUTES 09 SECONDS WEST A DISTANCE OF 291.12 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 6:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PART OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE OF ILLINOIS ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 313646 RECORDED JUNE 12, 1931 AND THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 14 MINUTES 02 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 745.90 FEET; THENCE NORTH 47 DEGREES 43 MINUTES 57 SECONDS WEST A DISTANCE OF 200.73 FEET TO THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 401.00 FEET AND WHOSE CHORD BEARS NORTH 43 DEGREES 24 MINUTES 01 SECONDS WEST AN ARC DISTANCE OF 60.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 39 DEGREES 04 MINUTES 04 SECONDS WEST A DISTANCE OF 329.05 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE LINE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 435.37 FEET AN ARC DISTANCE OF 224.08 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 286.77 FEET AN ARC DISTANCE OF 184.51 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 160.00 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 400.00 FEET; THENCE NORTH 90 DEGREES 00

MINUTES 00 SECONDS EAST A DISTANCE OF 350.00 FEET; THENCE SOUTH 28 DEGREES 11 MINUTES 09 SECONDS EAST A DISTANCE OF 70.00 FEET; THENCE NORTH 55 DEGREES 59 MINUTES 53 SECONDS EAST A DISTANCE OF 200.00 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 7:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PART OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE OF ILLINOIS ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 312646 RECORDED JUNE 12, 1931 AND THE NORTH LINE OF SAID SECTION 16, THENCE SOUTH 89 DEGREES 14 MINUTES 02 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 745.90 FEET; THENCE NORTH 47 DEGREES 43 MINUTES 57 SECONDS WEST A DISTANCE OF 115.79 FEET; THENCE SOUTH 28 DEGREES 29 MINUTES 24 SECONDS WEST A DISTANCE OF 537.04 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61 DEGREES 30 MINUTES 36 SECONDS WEST A DISTANCE OF 170.00 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 60.20 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 263.86 FEET; THENCE SOUTH 54 DEGREES 30 MINUTES 05 SECONDS WEST A DISTANCE OF 240.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 270.00 FEET; THENCE SOUTH 32 DEGREES 04 MINUTES 53 SECONDS WEST A DISTANCE OF 280.00 FEET; THENCE NORTH 57 DEGREES 55 MINUTES 07 SECONDS EAST A DISTANCE OF 317.50 FEET; THENCE NORTH 28 DEGREES 29 MINUTES 24 SECONDS EAST A DISTANCE OF 500.00 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 8:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PART OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE OF ILLINOIS ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 312646 RECORDED JUNE 12, 1931 AND THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 14 MINUTES 02 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 745.90 FEET; THENCE SOUTH 47 DEGREES 43 MINUTES 57 SECONDS EAST A DISTANCE OF 13.93 FEET; THENCE SOUTH 28 DEGREES 28 MINUTES 31 SECONDS WEST A DISTANCE OF 506.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 28 DEGREES 28 MINUTES 31 SECONDS WEST A DISTANCE OF 536.20 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 55 SECONDS WEST A DISTANCE OF 338.46 FEET; THENCE SOUTH 33 DEGREES 04 MINUTES 06 SECONDS EAST A DISTANCE OF 430.44 FEET; THENCE NORTHEASTERLY

ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 263.63 FEET AND WHOSE CHORD BEARS NORTH 17 DEGREES 31 MINUTES 32 SECONDS EAST AN ARC DISTANCE OF 113.53 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE; CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 870.34 FEET AN ARC DISTANCE OF 308.20 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1357.52 FEET AN ARC DISTANCE OF 143.54 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 321.44 FEET AN ARC DISTANCE OF 270.18 FEET TO A POINT OF TANGENCY; THENCE NORTH 08 DEGREES 03 MINUTES 09 SECONDS EAST A DISTANCE OF 249.15 FEET; THENCE NORTH 61 DEGREES 30 MINUTES 36 SECONDS WEST A DISTANCE OF 242.84 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 9: EASEMENT FOR INGRESS AND EGRESS AS CONTAINED IN EASEMENT AGREEMENT RECORDED DECEMBER 30, 1988 AS DOCUMENT R88-149651, OVER THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PART OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 16 AND THE CENTERLINE OF ARMY TRAIL ROAD; THENCE SOUTH 77 DEGREES 45 MINUTES 24 SECONDS EAST ALONG SAID CENTERLINE A DISTANCE OF 354.33 FEET; THENCE NORTH 03 DEGREES 12 MINUTES 45 SECONDS EAST A DISTANCE OF 616.19 FEET; THENCE NORTH 49 DEGREES 03 MINUTES 17 SECONDS EAST A DISTANCE OF 1267.78 FEET; THENCE NORTH 57 DEGREES 25 MINUTES 24 SECONDS EAST A DISTANCE OF 118.63 FEET; THENCE NORTH 41 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 249.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 41 DEGREES 55 MINUTES 37 SECONDS EAST A DISTANCE OF 687.35 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 55 SECONDS EAST A DISTANCE OF 72.91 FEET; THENCE CONTINUING NORTH 57 DEGREES 41 MINUTES 55 SECONDS EAST A DISTANCE OF 1518.46 FEET; THENCE NORTH 28 DEGREES 28 MINUTES 31 SECONDS EAST A DISTANCE OF 536.20 FEET; THENCE NORTH 61 DEGREES 30 MINUTES 36 SECONDS WEST A DISTANCE OF 126.11 FEET; THENCE SOUTH 28 DEGREES 29 MINUTES 24 SECONDS WEST A DISTANCE OF 500.00 FEET; THENCE SOUTH 57 DEGREES 55 MINUTES 07 SECONDS WEST A DISTANCE OF 1452.50 FEET; THENCE SOUTH 57 DEGREES 36 MINUTES 15 SECONDS WEST A DISTANCE OF 74.10 FEET; THENCE SOUTH 42 DEGREES 25 MINUTES 28 SECONDS WEST A DISTANCE OF 738.17 FEET; THENCE SOUTH 39 DEGREES 29 MINUTES 55 SECONDS EAST A DISTANCE OF 126.63 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

AND

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9,

EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PARTS OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 71.00 FEET WIDE LYING 35.50 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE OF ILLINOIS ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 313646 RECORDED JUNE 12, 1931 AND THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 14 MINUTES 02 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 644.35 FEET; THENCE SOUTH 78 DEGREES 42 MINUTES 30 SECONDS WEST A DISTANCE OF 42.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTHERLY ALONG A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 148.35 FEET AND WHOSE CHORD BEARS SOUTH 13 DEGREES 47 MINUTES 18 SECONDS EAST AN ARC DISTANCE OF 175.78 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 1096.79 FEET AN ARC DISTANCE OF 231.59 FEET TO A POINT OF TANGENCY; THENCE SOUTH 08 DEGREES 03 MINUTES 09 SECONDS WEST A DISTANCE OF 434.01 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 356.94 FEET AN ARC DISTANCE OF 302.11 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 839.08 FEET AN ARC DISTANCE OF 138.08 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 834.84 FEET AN ARC DISTANCE OF 295.63 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 228.13 FEET AN ARC DISTANCE OF 98.25 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 401.05 FEET AN ARC DISTANCE OF 225.91 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 873.87 FEET AN ARC DISTANCE OF 260.89 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 475.05 FEET AN ARC DISTANCE OF 569.36 FEET TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 56.07 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 627.35 FEET AN ARC DISTANCE OF 750.68 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 2312.28 FEET AN ARC DISTANCE OF 297.95 FEET TO A POINT OF TANGENCY; THENCE NORTH 12 DEGREES 00 MINUTES 21 SECONDS WEST A DISTANCE OF 150.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 534.70 FEET AN ARC DISTANCE OF 379.81 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1669.53 FEET AN ARC DISTANCE OF 854.71 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY ALONG A CURVE LINE, CONCAVE EASTERLY,

HAVING A RADIUS OF 454.50 FEET AN ARC DISTANCE OF 629.91 FEET TO A POINT OF COMPOUND CURVE; THENCE EASTERLY ALONG A CURVE LINE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 633.16 FEET AN ARC DISTANCE OF 534.06 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 38 MINUTES 09 SECONDS EAST A DISTANCE OF 291.12 FEET TO A POINT OF CURVE; THENCE EASTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 493.45 FEET AN ARC DISTANCE OF 563.07 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 922.27 FEET AN ARC DISTANCE OF 191.89 FEET TO A POINT OF COMPOUND CURVE; THENCE EASTERLY ALONG A CURVE LINE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 470.87 FEET AN ARC DISTANCE OF 739.86 FEET TO A POINT OF TANGENCY; THENCE SOUTH 39 DEGREES 04 MINUTES 04 SECONDS EAST A DISTANCE OF 329.05 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 365.50 FEET AN ARC DISTANCE OF 55.27 FEET TO A POINT OF TANGENCY; THENCE SOUTH 47 DEGREES 43 MINUTES 57 SECONDS EAST A DISTANCE OF 250.00 FEET TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 10:

THAT PART OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PARTS OF LOTS 1, 2, 3, 4, 5, 6, AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY RIGHT OF WAY LINE OF STATE OF ILLINOIS ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 313646 RECORDED JUNE 12, 1931 AND THE NORTH LINE OF SAID SECTION 16; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 22,968.30 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 24 MINUTES 23 SECONDS EAST AN ARC DISTANCE OF 508.99 FEET TO A POINT OF TANGENCY; THENCE SOUTH 06 DEGREES 02 MINUTES 28 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 799.71 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 2120.30 FEET AN ARC DISTANCE OF 107.90 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 34 SECONDS WEST A DISTANCE OF 380.31 FEET; THENCE SOUTH 52 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 302.38 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 28 SECONDS EAST A DISTANCE OF 106.00 FEET; THENCE SOUTH 16 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 778.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 946.72 FEET AND WHOSE CHORD BEARS NORTH 35 DEGREES 48 MINUTES 09 SECONDS WEST AN ARC DISTANCE OF 265.35 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 200.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, AN ARC DISTANCE OF 481.81 FEET; CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 888.59 FEET; THENCE SOUTH 36 DEGREES 36 MINUTES 23 SECONDS WEST A DISTANCE OF 80.40

FEET; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 838.37 FEET AND WHOSE CHORD BEARS SOUTH 30 DEGREES 49 MINUTES 17 SECONDS WEST AN ARC DISTANCE OF 217.16 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 510.55 FEET AN ARC DISTANCE OF 611.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 56.07 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 662.85 FEET AN ARC DISTANCE OF 793.16 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 55 SECONDS EAST A DISTANCE OF 72.91 FEET; THENCE SOUTHEASTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 2282.78 FEET AND WHOSE CHORD BEARS SOUTH 19 DEGREES 09 MINUTES 54 SECONDS EAST AN ARC DISTANCE OF 16.32 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 591.85 FEET AN ARC DISTANCE OF 708.20 FEET TO A POINT OF TANGENCY; THENCE SOUTH 87 DEGREES 55 MINUTES 46 SECONDS EAST A DISTANCE OF 56.07 FEET TO A POINT OF CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 439.55 FEET AN ARC DISTANCE OF 526.81 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 909.37 FEET AN ARC DISTANCE OF 125.12 FEET; THENCE NORTH 43 DEGREES 52 MINUTES 19 SECONDS WEST A DISTANCE OF 618.20 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 55 SECONDS EAST A DISTANCE OF 415.00 FEET; THENCE SOUTH 33 DEGREES 04 MINUTES 06 SECONDS EAST A DISTANCE OF 430.44 FEET; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 263.63 FEET AND WHOSE CHORD BEARS NORTH 17 DEGREES 31 MINUTES 32 SECONDS EAST AN ARC DISTANCE OF 113.53 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 370.34 FEET AN ARC DISTANCE OF 308.20 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS 1357.52 FEET AN ARC DISTANCE OF 143.54 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 321.44 FEET AN ARC DISTANCE OF 270.18 FEET TO A POINT OF TANGENCY; THENCE NORTH 08 DEGREES 03 MINUTES 09 SECONDS EAST A DISTANCE OF 249.15 FEET; THENCE NORTH 61 DEGREES 30 MINUTES 36 SECONDS WEST A DISTANCE OF 538.96 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 80.00 FEET; THENCE NORTH 37 DEGREES 06 MINUTES 33 SECONDS EAST A DISTANCE OF 262.16 FEET; THENCE NORTH 28 DEGREES 11 MINUTES 09 SECONDS WEST A DISTANCE OF 49.23 FEET TO SAID NORTH LINE OF SECTION 16; THENCE NORTH 89 DEGREES 14 MINUTES 02 SECONDS EAST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 1045.70 TO SAID POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

PARCEL 11:

ALL THAT PART OF SECTIONS 9 AND 16, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PARTS OF LOTS

1, 2, 3, 4, 5, 6 AND 10 IN SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WESTERLY RIGHT OF WAY LINE OF STATE OF ILLINOIS ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 313646 RECORDED JUNE 12, 1931 AND THE NORTH LINE OF SAID SECTION 16; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 22,968.30 FEET AND WHOSE CHORD BEARS SOUTH 05 DEGREES 24 MINUTES 23 SECONDS EAST AN ARC DISTANCE OF 508.99 FEET TO A POINT OF TANGENCY; THENCE SOUTH 06 DEGREES 02 MINUTES 23 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 799.71 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 2120.30 FEET AN ARC DISTANCE OF 107.90 FEET; THENCE NORTH 85 DEGREES 04 MINUTES 34 SECONDS WEST A DISTANCE OF 380.31 FEET; THENCE SOUTH 52 DEGREES 59 MINUTES 34 SECONDS WEST A DISTANCE OF 302.38 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 28 SECONDS EAST A DISTANCE OF 106.00 FEET; THENCE SOUTH 16 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 868.72 FEET; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1026.72 FEET AND WHOSE CHORD BEARS NORTH 37 DEGREES 02 MINUTES 43 SECONDS WEST AN ARC DISTANCE OF 332.31 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES 46 MINUTES 23 SECONDS WEST A DISTANCE OF 200.00 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 803.59 FEET AN ARC DISTANCE OF 444.73 FEET; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 838.37 FEET AND WHOSE CHORD BEARS SOUTH 30 DEGREES 49 MINUTES 17 SECONDS WEST AN ARC DISTANCE OF 217.16 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 510.55 FEET AN ARC DISTANCE OF 611.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 87 DEGREES 55 MINUTES 46 SECONDS WEST A DISTANCE OF 56.07 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 662.85 FEET AN ARC DISTANCE OF 793.16 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 41 DEGREES 55 MINUTES 37 SECONDS WEST A DISTANCE OF 687.35 FEET; THENCE NORTH 39 DEGREES 29 MINUTES 55 SECONDS WEST A DISTANCE OF 126.68 FEET; THENCE NORTH 42 DEGREES 25 MINUTES 28 SECONDS EAST A DISTANCE OF 738.17 FEET; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 2353.78 FEET AND WHOSE CHORD BEARS NORTH 14 DEGREES 00 MINUTES 39 SECONDS WEST AN ARC DISTANCE OF 164.73 FEET TO A POINT OF TANGENCY; THENCE NORTH 12 DEGREES 00 MINUTES 21 SECONDS WEST A DISTANCE OF 150.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 499.20 FEET AN ARC DISTANCE OF 354.59 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1705.03 FEET AN ARC DISTANCE OF 872.88 FEET TO A POINT OF COMPOUND CURVE; THENCE NORTHERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 490.00 FEET AN ARC DISTANCE OF 211.64 FEET; THENCE WESTERLY ALONG A CURVE LINE,

CONCAVE SCUTHERLY, HAVING A RADIUS OF 548.97 FEET AND WHOSE CHORD BEARS SOUTH 81 DEGREES 31 MINUTES 56 SECONDS WEST AN ARC DISTANCE OF 317.77 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1023.00 FEET AN ARC DISTANCE OF 186.47 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 23 SECONDS EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTH WEST 1/4 OF SAID SECTION 9 A DISTANCE OF 73.70 FEET; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 952.00 FEET AND WHOSE CHORD BEARS NORTH 69 DEGREES 35 MINUTES 50 SECONDS EAST AN ARC DISTANCE OF 154.46 FEET TO A POINT OF REVERSE CURVE; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SCUTHERLY, HAVING A RADIUS OF 619.97 FEET AN ARC DISTANCE OF 355.67 FEET; THENCE NORTHEASTERLY ALONG A CURVE LINE, CONCAVE SCUTHEASTERLY, HAVING A RADIUS OF 490.00 FEET AND WHOSE CHORD BEARS NORTH 32 DEGREES 51 MINUTES 52 SECONDS EAST AN ARC DISTANCE OF 396.34 FEET TO A POINT OF COMPOUND CURVE; THENCE EASTERLY ALONG A CURVE LINE, CONCAVE SCUTHERLY, HAVING A RADIUS OF 668.66 FEET AN ARC DISTANCE OF 564.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 75 DEGREES 38 MINUTES 09 SECONDS EAST A DISTANCE OF 157.17 FEET; THENCE NORTH 04 DEGREES 35 MINUTES 00 SECONDS WEST A DISTANCE OF 1192.81 FEET TO THE SCUTHERLY RIGHT OF WAY LINE OF THE CHICAGO, MADISON AND NORTHERN RAILROAD COMPANY AS ESTABLISHED BY DEED DATED APRIL 9, 1887, RECORDED APRIL 14, 1887 AS DOCUMENT 37352; THENCE (THE FOLLOWING THREE COURSES BEING ALONG SAID SCUTHERLY RIGHT OF WAY LINE) SCUTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 5764.51 FEET AND WHOSE CHORD BEARS SOUTH 75 DEGREES 04 MINUTES 10 SECONDS EAST AN ARC DISTANCE OF 493.66 FEET TO A POINT OF TANGENCY; THENCE SOUTH 77 DEGREES 31 MINUTES 22 SECONDS EAST A DISTANCE OF 230.00 FEET; THENCE SOUTH 78 DEGREES 15 MINUTES 17 SECONDS EAST A DISTANCE OF 1331.18 FEET TO THE WEST LINE OF AUBLE'S EVERGREEN FARM AS MONUMENTED; THENCE SOUTH 00 DEGREES 43 MINUTES 48 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 1029.93 FEET TO THE NORTH LINE OF SAID SECTION 16; THENCE SOUTH 89 DEGREES 14 MINUTES 02 SECONDS WEST ALONG THE LAST DESCRIBED LINE A DISTANCE OF 401.35 FEET; THENCE NORTH 28 DEGREES 11 MINUTES 09 SECONDS WEST A DISTANCE OF 30.77 FEET; THENCE NORTH 55 DEGREES 58 MINUTES 53 SECONDS EAST A DISTANCE OF 200.00 FEET; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 401.00 FEET AND WHOSE CHORD BEARS NORTH 43 DEGREES 24 MINUTES 01 SECONDS WEST AN ARC DISTANCE OF 60.64 FEET TO A POINT OF TANGENCY; THENCE NORTH 39 DEGREES 04 MINUTES 04 SECONDS WEST A DISTANCE OF 329.05 FEET TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE LINE, CONCAVE SCUTHERLY, HAVING A RADIUS OF 435.37 FEET AN ARC DISTANCE OF 684.08 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SCUTHEASTERLY HAVING A RADIUS OF 886.77 FEET AN ARC DISTANCE OF 124.51 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 160.00 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 400.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 350.00 FEET; THENCE SOUTH 28 DEGREES 11 MINUTES 09 SECONDS EAST A DISTANCE OF 150.00 FEET; THENCE SOUTH 37 DEGREES 06

MINUTES 33 SECONDS WEST A DISTANCE OF 262.16 FEET; THENCE SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 140.20 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 268.86 FEET; THENCE SOUTH 54 DEGREES 30 MINUTES 05 SECONDS WEST A DISTANCE OF 240.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 270.00 FEET; THENCE SOUTH 32 DEGREES 04 MINUTES 53 SECONDS EAST A DISTANCE OF 280.00 FEET; THENCE SOUTH 57 DEGREES 55 MINUTES 07 SECONDS WEST A DISTANCE OF 180.00 FEET; THENCE NORTH 32 DEGREES 04 MINUTES 53 SECONDS WEST A DISTANCE OF 250.00 FEET; THENCE NORTH 67 DEGREES 25 MINUTES 48 SECONDS WEST A DISTANCE OF 360.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 200.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 140.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 100.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 280.00 FEET; THENCE NORTH 54 DEGREES 30 MINUTES 05 SECONDS EAST A DISTANCE OF 484.69 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 170.00 FEET; THENCE NORTH 45 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 220.00 FEET; THENCE NORTH 12 DEGREES 43 MINUTES 26 SECONDS WEST A DISTANCE OF 180.11 FEET; THENCE WESTERLY ALONG A CURVE LINE, CONCAVE NORTHERLY, HAVING A RADIUS OF 528.95 FEET AND WHOSE CHORD BEARS SOUTH 75 DEGREES 27 MINUTES 53 SECONDS WEST AN ARC DISTANCE OF 533.57 FEET TO A POINT OF TANGENCY; THENCE NORTH 75 DEGREES 38 MINUTES 09 SECONDS WEST A DISTANCE OF 291.12 FEET TO A POINT OF CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 597.66 FEET AN ARC DISTANCE OF 504.11 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 419.00 FEET, AN ARC DISTANCE OF 580.71 FEET TO A POINT OF COMPOUND CURVE; THENCE SOUTHEASTERLY ALONG A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1634.03 FEET AN ARC DISTANCE OF 836.53 FEET TO A POINT OF REVERSE CURVE; THENCE SOUTHEASTERLY ALONG A CURVE LINE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 570.20 FEET AN ARC DISTANCE OF 405.02 FEET TO A POINT OF TANGENCY; THENCE SOUTH 12 DEGREES 00 MINUTES 21 SECONDS EAST A DISTANCE OF 150.00 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF 2282.78 FEET AN ARC DISTANCE OF 277.08 FEET; THENCE SOUTH 57 DEGREES 41 MINUTES 55 SECONDS WEST A DISTANCE OF 72.91 FEET TO SAID POINT OF BEGINNING, ALL IN CUPAGE COUNTY, ILLINOIS

PARCEL 12:

THAT PART OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, COMPRISING ALL OR PARTS OF LOTS 1, 2, 3, 4, 5, 6 AND 10 IN SCHGOL TRUSTEES SUBDIVISION OF SAID SECTION 16, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF WESTERLY RIGHT OF WAY LINE OF STATE

OF ILLINOIS ROUTE NO. 59 AS ESTABLISHED BY DOCUMENT 313646 RECORDED
JUNE 12, 1931 AND THE NORTH LINE OF SAID SECTION 16; THENCE
SOUTHEASTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE
LINE, CONCAVE WESTERLY, HAVING A RADIUS OF 22,968.30 FEET AND WHOSE
CHORD BEARS SOUTH 05 DEGREES 24 MINUTES 23 SECONDS EAST AN ARC DISTANCE
OF 508.99 FEET TO A POINT OF TANGENCY; THENCE SOUTH 06 DEGREES 02
MINUTES 28 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE A
DISTANCE OF 799.71 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG
SAID WESTERLY RIGHT OF WAY LINE, BEING ALSO A CURVE LINE, CONCAVE
WESTERLY, HAVING A RADIUS OF 2120.30 FEET AN ARC DISTANCE OF 107.90
FEET; THENCE NORTH 85 DEGREES 04 MINUTES 34 SECONDS WEST A DISTANCE OF
380.31 FEET; THENCE SOUTH 52 DEGREES 59 MINUTES 34 SECONDS WEST A
DISTANCE OF 302.38 FEET; THENCE SOUTH 01 DEGREE 40 MINUTES 28 SECONDS
EAST A DISTANCE OF 106.00 FEET; THENCE SOUTH 16 DEGREES 46 MINUTES 23
SECONDS WEST A DISTANCE OF 868.72 FEET; THENCE NORTHWESTERLY ALONG A
CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1026.72 FEET AND
WHOSE CHORD BEARS NORTH 37 DEGREES 02 MINUTES 43 SECONDS WEST AN ARC
DISTANCE OF 332.31 FEET TO A POINT OF TANGENCY; THENCE NORTH 27 DEGREES
46 MINUTES 23 SECONDS WEST A DISTANCE OF 200.00 FEET TO A POINT OF
CURVE; THENCE NORTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHWESTERLY
HAVING A RADIUS OF 808.59 FEET AN ARC DISTANCE OF 444.78 FEET; THENCE
SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE SOUTHEASTERLY, HAVING A
RADIUS OF 338.37 FEET AND WHOSE CHORD BEARS SOUTH 30 DEGREES 49 MINUTES
17 SECONDS WEST AN ARC DISTANCE OF 217.16 FEET TO A POINT OF REVERSE
CURVE; THENCE SOUTHWESTERLY ALONG A CURVE LINE, CONCAVE NORTHWESTERLY,
HAVING A RADIUS OF 510.55 FEET AN ARC DISTANCE OF 611.91 FEET TO A
POINT OF TANGENCY; THENCE NORTH 37 DEGREES 55 MINUTES 46 SECONDS WEST A
DISTANCE OF 56.07 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG
A CURVE LINE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 662.85 FEET AN
ARC DISTANCE OF 793.16 FEET; THENCE NORTH 57 DEGREES 41 MINUTES 55
SECONDS EAST A DISTANCE OF 72.91 FEET TO THE POINT OF BEGINNING; THENCE
NORTHERLY ALONG A CURVE LINE, CONCAVE EASTERLY, HAVING A RADIUS OF
2282.78 FEET AND WHOSE CHORD BEARS NORTH 17 DEGREES 13 MINUTES 32
SECONDS WEST AN ARC DISTANCE OF 277.08 FEET TO A POINT OF TANGENCY;
THENCE NORTH 12 DEGREES 00 MINUTES 21 SECONDS WEST A DISTANCE OF 150.00
FEET TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE LINE, CONCAVE
EASTERLY, HAVING A RADIUS OF 570.20 AN ARC DISTANCE OF 45.75 FEET;
THENCE NORTH 57 DEGREES 55 MINUTES 07 SECONDS EAST A DISTANCE OF 252.64
FEET; THENCE NORTH 72 DEGREES 53 MINUTES 50 SECONDS EAST A DISTANCE OF
136.01 FEET; THENCE SOUTH 69 DEGREES 40 MINUTES 37 SECONDS EAST A
DISTANCE OF 143.96 FEET; THENCE SOUTH 46 DEGREES 50 MINUTES 41 SECONDS
EAST A DISTANCE OF 172.72 FEET; THENCE NORTH 57 DEGREES 55 MINUTES 07
SECONDS EAST A DISTANCE OF 827.50 FEET; THENCE NORTH 28 DEGREES 29
MINUTES 24 SECONDS EAST A DISTANCE OF 500.00 FEET; THENCE SOUTH 61
DEGREES 30 MINUTES 36 SECONDS EAST A DISTANCE OF 126.11 FEET; THENCE
SOUTH 28 DEGREES 28 MINUTES 31 SECONDS WEST A DISTANCE OF 536.20 FEET;
THENCE SOUTH 57 DEGREES 41 MINUTES 55 SECONDS WEST A DISTANCE OF
1518.46 FEET TO SAID POINT OF BEGINNING, ALL IN CUPAGE COUNTY, ILLINOIS

LESS:

LOTS 1 THROUGH 90, BOTH INCLUSIVE, AND OUTLOTS A, B, C, D, E, AND F IN WOODLAND HILLS UNIT ONE, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1989 AS DOCUMENT R89-145753, IN DUPAGE COUNTY, ILLINOIS

LOTS 201 THROUGH 245, BOTH INCLUSIVE, AND OUTLOTS A, B AND C IN WOODLAND HILLS UNIT TWO, BEING A SUBDIVISION OF PART OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 1989 AS DOCUMENT R89-145754, IN DUPAGE COUNTY, ILLINOIS

EXHIBIT C

Future Development Property

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 16, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER A DISTANCE OF 757 FEET TO THE CENTER (AS ESTABLISHED BEFOR WIDENING) OF THE ROAD LEADING FROM BARTLETT TO WEST CHICAGO; THENCE SOUTHERLY ALONG THE CENTER OF ROAD A DISTANCE OF 401.5 FEET TO THE NORTH LINE OF LOT 7 OF SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16 FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID ROAD A DISTANCE OF 706.59 FEET TO A LINE WHICH IS PARALLEL WITH AND 452.29 FEET NORTH OF THE CENTER (AS ESTABLISHED BEFORE WIDENING) OF THE ROAD LEADING TO WAYNE; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 1461.39 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 88 DEGREES 20 MINUTES TO THE LEFT PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 452.48 FEET TO THE CENTER OF WAYNE ROAD AFORESAID; THENCE WEST ALONG SAID CENTER LINE OF WAYNE ROAD, A DISTANCE OF 50.46 FEET; THENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGRESS, 10 MINUTES MEASURED EAST TO THE NORTH WITH THE CENTER OF WAYNE ROAD, AFORESAID A DISTANCE OF 1117.9 FEET TO THE NORTH LINE OF LOT 8 OF SCHOOL TRUSTEES SUBDIVISION, AFORESAID; THENCE EAST ALONG THE NORTH LINE OF LOTS 7 AND 8, AFORESAID, A DISTANCE OF 1737.8 FEET TO THE POINT OF BEGINNING, (EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 16, AFORESAID; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 757 FEET TO THE CENTER (AS ESTABLISHED BEFORE WIDENING) OF THE ROAD LEADING FROM BARTLETT TO WEST CHICAGO; THENCE SOUTHERLY ALONG THE CENTER OF ROAD A DISTANCE OF 401.5 FEET TO THE NORTH LINE OF LOT 7 OF SCHOOL TRUSTEES SUBDIVISION OF SAID SECTION 16 FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE CENTER LINE OF SAID ROAD A DISTANCE OF 706.59 FEET TO A LINE WHICH IS PARALLEL WITH AND 452.29 FEET NORTH OF THE CENTER (AS ESTABLISHED BEFORE WIDENING) OF THE ROAD LEADING TO WAYNE; THENCE WEST ALONG SAID PARALLEL LINE A DISTANCE OF 1461.39 FEET; THENCE SOUTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 88 DEGREES 20 MINUTES TO THE LEFT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE A DISTANCE OF 452.48 FEET TO THE CENTER OF WAYNE ROAD AFORESAID; THENCE WEST ALONG SAID CENTER LINE OF WAYNE ROAD, A DISTANCE OF 50.46 FEET; THENCE NORTH ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 10 MINUTES MEASURED EAST TO THE NORTH WITH THE CENTER OF WAYNE ROAD, AFORESAID A DISTANCE OF 451.22 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING NORTH ON THE LAST DESCRIBED COURSE 45.00 FEET; THENCE EAST ON A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 15 MINUTES 48 SECONDS TO THE RIGHT WITH THE PROLONGATION OF THE LAST DESCRIBED LINE 195.00 FEET; THENCE SOUTH ON A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 15 MINUTES 48 SECONDS

TO THE LEFT WITH THE LAST DESCRIBED LINE 455.00 FEET TO A LINE WHICH IS PARALLEL WITH AND 452.29 FEET NORTH OF THE CENTER (AS ESTABLISHED BEFORE WIDENING) OF THE ROAD LEADING TO WAYNE; THENCE WEST ALONG SAID PARALLEL LINE 195.00 FEET TO THE POINT OF BEGINNING), IN DUPAGE COUNTY, ILLINOIS.

"OFFICIAL SEAL"
Barbara J. Ahern
Notary Public, State of Illinois
My Commission Expires 6/-1/91

Maria E. Gelsinger
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

L. M. SOVIENSKI

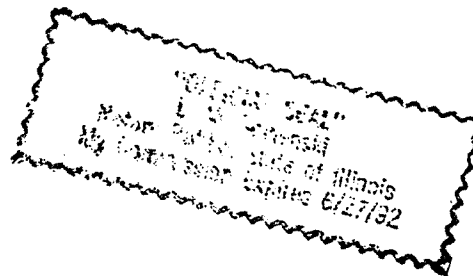
I, _____, a Notary Public in
and for the County and State aforesaid, do hereby certify that
P. MICHAEL FELLAN, as VICE PRESIDENT
of American National Bank as Trust Company of Chicago and
Peter H. Johnson and ASSISTANT SECRETARY thereof,
personally known to me to be the same persons and acknowledged that
they signed and delivered the said instrument as their own free and
voluntary act, and as the free and voluntary act of said Bank, as
Trustee, for the uses and purposes therein set forth; and the said
ASSISTANT SECRETARY did also then and there acknowledge
that he, as custodian of the Corporate Seal of said Bank, did affix
the said Corporate Seal of said Bank to said instrument as his own
free and voluntary act, and as the free and voluntary act of said
Bank, as Trustee, for the uses and purposes therein set forth.

Given under by hand and Notarial Seal this 7th 7 1990 day of
_____, 1990.

L. M. Sovieniski

Notary Public

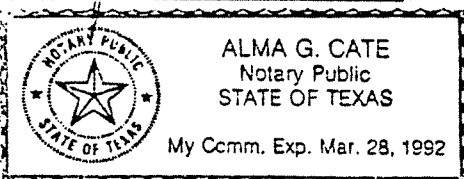
My Commission Expires: _____



STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

I, ALMA G. CATE, a Notary Public in and for the County and State aforesaid, do hereby certify that PETER A. COWIN, personally known to me to be the INVESTMENT MANAGER of General Electric Capital Corporation, a New York Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered the said instrument as the INVESTMENT MANAGER of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Alma G. Cate Given under by hand and Notarial Seal this 18th day of April, 1990.



Alma G. Cate
Notary Public

My Commission Expires: _____