



# OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

NOVEMBER 8, 2006

6056-675-5

MAUREEN C DUFFY  
DEUTSCH, LEVY & ENGEL  
225 W WASHINGTON ST STE 1700  
CHICAGO IL 60606

RE THE COUNTRYSIDE GLEN OF HAWTHORN WOODS OWNERS ASSOCIATION

DEAR SIR OR MADAM:

ENCLOSED YOU WILL FIND ARTICLES OF MERGER REGARDING THE ABOVE CORPORATION. THE FILING FEE HAS BEEN RECEIVED AND CREDITED.

THIS DOCUMENT MUST BE RECORDED IN THE OFFICES OF THE COUNTY RECORDERS OFFICE OF THE COUNTIES IN WHICH THE REGISTERED OFFICE OF THE MERGING CORPORATIONS ARE LOCATED AS PROVIDED BY THE GENERAL NOT FOR PROFIT CORPORATION ACT. IN ORDER TO COMPLY WITH ARTICLE 6 OF THE COUNTIES CODE, AS AMENDED JANUARY 1, 1995, THE PAGES OF THIS DOCUMENT MUST BE SEPARATED BEFORE IT IS PRESENTED FOR RECORDING.

SINCERELY YOURS,

A handwritten signature in cursive script that reads "Jesse White".

JESSE WHITE  
SECRETARY OF STATE

DEPARTMENT OF BUSINESS SERVICES  
CORPORATION DIVISION  
TELEPHONE (217) 782-6961

**COPY**

FORM NFP 111.25 (rev. Dec. 2003)

**ARTICLES OF MERGER  
OR CONSOLIDATION**

General Not For Profit Corporation Act

Jesse White, Secretary of State  
Department of Business Services  
501 S. Second St., Rm. 350  
Springfield, IL 62756  
Telephone (217) 782-6961  
www.cyberdrivellinois.com

**FILED**

**NOV 08 2006**

**JESSE WHITE  
SECRETARY OF STATE**

Remit payment in the form of a  
check or money order payable  
to the Secretary of State.

Image# 040639530004 Type: SOS  
Recorded: 11/29/2006 at 09:33:27 AM  
Receipt#: 2006-00018347  
Total Amt: \$30.00 Page 1 of 5  
Lake County IL Recorder  
Mary Ellen Vanderventer Recorder  
File **6097669**

File # 6056-675-5

Filing Fee: \$25.00 Approved: *lt*

-----Submit in duplicate-----Type or Print clearly in black ink-----Do not write above this line-----

NOTE: Strike inapplicable word in items 1, 3 and 4.

1. Names of the corporations proposing to <sup>merge</sup>~~consolidate~~, and the state or country of their incorporation are:

Name of Corporation	State or Country of Incorporation	File Number
<u>The Countryside Glen of Hawthorn Woods Owners Association</u>	<u>Illinois</u>	<u>6056-675-5</u>
<u>Countryside Glen II Subdivision Homeowners Association, Inc.</u>	<u>Illinois</u>	<u>6329-200-1</u>

2. The laws of the state or country under which each corporation is incorporated permit such merger or consolidation.

3. The name of the <sup>surviving</sup>~~new~~ corporation: The Countryside Glen of Hawthorn Woods Owners Association

and it shall be governed by the laws of: Illinois

4. The plan of <sup>merger</sup>~~consolidation~~ is as follows:

(If space is insufficient, attach additional pages size 8 1/2 x 11.)

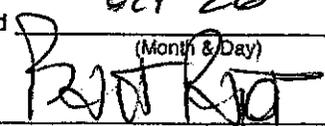
AFTER RECORDING, PLEASE RETURN TO:  
Maureen C. Duffy, Esq.  
Deutsch, Levy & Engel, Chartered  
225 W. Washington Street, Suite 1700  
Chicago, IL 60606

6. (Not applicable if surviving or new corporation is an Illinois corporation)

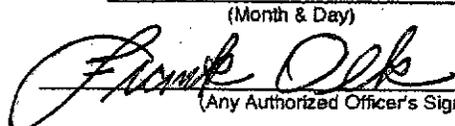
It is agreed that, upon and after the issuance of a certificate of merger or consolidation by the Secretary of State of the State of Illinois:

- a. The surviving or new corporation may be served with process in this state in any proceeding for the enforcement of any obligation of any domestic corporation which is party to such merger or consolidation.
- b. The Secretary of State of the State of Illinois shall be and hereby is irrevocably appointed as the agent of the surviving or new corporation to accept service of process in any such proceeding.

7. The undersigned corporations have caused these articles to be signed by their duly authorized officers, each of whom affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK.**)

Dated Oct 26 2006  
 (Month & Day) (Year)  
  
 (Any Authorized Officer's Signature)  
 Bart Pajor, President  
 (Type or Print Name and Title)

The Countryside Glen of Hawthorn Woods Owners Association  
 (Exact Name of Corporation)

Dated Oct. 26 2006  
 (Month & Day) (Year)  
  
 (Any Authorized Officer's Signature)  
 Frank Olk  
 (Type or Print Name and Title)

Countryside Glen II Subdivision Homeowners Association, Inc.  
 (Exact Name of Corporation)

Dated \_\_\_\_\_ 2006  
 (Month & Day) (Year)  
 \_\_\_\_\_  
 (Any Authorized Officer's Signature)  
 \_\_\_\_\_  
 (Type or Print Name and Title)

\_\_\_\_\_  
 (Exact Name of Corporation)

merger

5. The plan of ~~consolidation~~ was approved, (a) as to each corporation not incorporated in Illinois, in compliance with the laws of the state under which it is incorporated, and (b) as to each Illinois corporation, as follows:

(Please indicate the manner by which the plan was approved by inserting the comparable letter in the box following each corporate name.)

- A. By the affirmative vote of a majority of the directors in office, at a meeting of the board of directors. (§ 111.15)
- B. By written consent, signed by all the directors in office, in compliance with Section 108.45 of this Act. (§ 108.45 & § 111.15)
- C. At a meeting of members by the affirmative vote of members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws (§ 111.20)
- D. By written consent, signed by members having not less than the minimum number of votes necessary to adopt the plan, as provided by this Act, the articles of incorporation or the bylaws, in compliance with Section 107.10 of this Act. (§ 107.10 & § 111.20)

NAME OF CORPORATION

MANNER

The Countryside Glen of Hawthorn; Woods Owners Association

B

Countryside Glen II Subdivision Homeowners Association, Inc.

B

## PLAN OF MERGER

1. (a) The names of the corporations proposing to merge are:
  - (i) The Countryside Glen of Hawthorn Woods Owners Association, an Illinois Not For Profit Corporation ("Countryside Glen I")
  - (ii) Countryside Glen II Subdivision Homeowners Association, Inc., an Illinois Not For Profit Corporation ("Countryside Glen II")
- (b) Countryside Glen II proposes to merge into Countryside Glen I as the surviving corporation.
  
3. The terms and conditions of the merger and the mode of carrying the same into effect are:
  - (a) The Certificate of Incorporation of Countryside Glen I in effect on the effective date of the merger, shall continue in full force and effect and be the Certificate of Incorporation of the surviving corporation until the same shall be altered, amended or repealed.
  - (b) The Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Countryside Glen I Subdivision ("Countryside Glen I Declaration") and the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the Countryside Glen II Subdivision ("Countryside Glen II Declaration") shall each remain in full force and effect as encumbrances against the homes of Countryside Glen I and Countryside Glen II, as the case may be. In the event of an inconsistency between the declarations, the terms of the Countryside Glen I Declaration shall govern the merged corporation. The merged corporation shall record a memorandum of merger to identify this requirement. The surviving Corporation shall be the beneficiary of each declaration without respect to the identification of the Association therein.
  - (c) The by-laws of Countryside Glen I as amended and in effect on the effective date of the merger, shall continue and be the by-laws of the surviving corporation until the same shall be altered, amended or repealed.
  - (d) The registered office of the surviving corporation shall be 294 Joshua Drive, Hawthorne Woods, IL 60047. The registered agent of the surviving corporation shall be Michael K. Sepot.
  - (e) The officers of Countryside Glen I immediately prior to the merger becoming effective shall be and constitute the officers of the surviving corporation. The directors of both the surviving and merged corporations as of the effective date of the merger shall continue as directors of the surviving corporation until the next annual

- (b) The merger shall be effective as of the filing hereof by the Secretary of State of Illinois.
- (c) This Plan of Merger shall be submitted to the director(s) of each corporation as soon as practicable, for approval, either at a special meeting called for such purpose or by duly adopted written consent.
- (d) The proposed merger may be abandoned by the surviving corporation prior to the filing and effective date of the merger by an appropriate resolution adopted by its board of directors.
- (e) Until the effective date of the merger or until abandoned, no constituent corporation shall declare or pay any dividend or other distributions with respect to its stock, or purchase or sell any shares of its stock or of any constituent corporation or make any commitment therefore.

\*\*\*\*\*

## AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of this 16<sup>th</sup> day of Sept, 2006, by and between **The Countryside Glen of Hawthorn Woods Owners Association**, ("Countryside Glen I"), and **Countryside Glen II Subdivision Homeowners Association, Inc.**, ("Countryside Glen II@).

WHEREAS, Countryside Glen I is a not for profit corporation duly organized and existing under the laws of the State of Illinois by virtue of Articles of Incorporation issued by the Illinois Secretary of State on July 2, 1999; and

WHEREAS, Countryside Glen II is a not for profit corporation duly organized and existing under the laws of the State of Illinois by virtue of Articles of Incorporation issued by the Illinois Secretary of State on December 30, 2003; and

WHEREAS, Countryside Glen I and Countryside Glen II desire to effectuate a merger, effective as of the Filing of the Articles of Merger by the Secretary of State of Illinois, in compliance with the General Not For Profit Corporation Act of 1986 of the State of Illinois, as amended, with Countryside Glen II as the merging corporation and Countryside Glen I as the surviving corporation.

NOW, THEREFORE, Countryside Glen I and Countryside Glen II, in consideration of the mutual covenants, agreements and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and mode of carrying the same into effect as follows:

FIRST: Countryside Glen II shall merge into Countryside Glen I which shall be the surviving corporation.

SECOND: The Articles of Incorporation, as amended, of Countryside Glen I in effect on the date of this merger shall continue in full force and effect as the Articles of Incorporation of the surviving corporation.

THIRD: The terms and conditions of the merger are as follows:

(a) The by-laws of Countryside Glen I as they shall exist on the effective date of the merger shall be and remain the by-laws of the surviving corporation until the same shall be altered, amended or repealed as therein provided.

(b) The Declaration of Protective Covenants, Conditions, Restrictions, Reservations, and Grants of the Countryside Glen I Subdivision (ACountryside Glen I Declaration@) and the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the Countryside Glen II Subdivision (ACountryside Glen II Declaration@) shall each remain in full force and effect as encumbrances against the homes of Countryside Glen I and Countryside Glen II, as the case may be. In the event of an inconsistency between the declarations, the terms of the Countryside Glen I Declaration shall govern the merged

corporation. The merged corporation shall record a memorandum of merger to identify this requirement. The surviving corporation shall be the beneficiary of each declaration without respect to the identification of the Association therein.

(c) The directors of Countryside Glen I and Countryside Glen II on the effective date of the merger shall continue as directors of the surviving corporation until the next annual meeting of members of the surviving corporation and until their successors shall have been elected and shall have qualified. At such next annual meeting, the members of the surviving corporation shall vote on whether the corporation shall revert to not less than five directors.

(d) The officers of Countryside Glen I and Countryside Glen II on the effective date of the merger shall continue as such officers of the surviving corporation until the next annual meeting of the directors of the surviving corporation and until their successors shall have been elected and shall have qualified.

(e) Articles of Merger shall be filed with the Illinois Secretary of State of Illinois providing that the date of filing thereof shall be the effective date of the merger.

(f) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of Countryside Glen II shall be transferred to, vested in and devolve upon Countryside Glen I, without further act or deed and all property, rights, and every other interest of Countryside Glen II shall effectively be the property of Countryside Glen I.

(g) If, at any time, Countryside Glen I shall consider it to be advisable that any further assignments or assurances in the law or any actions are necessary or desirable to vest in Countryside Glen I the title to any property, rights, privileges or franchises of any constituent corporation, the proper officers and directors of Countryside Glen I from time to time may execute and make in the name of any constituent corporation, all such proper assignments and assurances in the law and take all action necessary or proper to vest in and confirm to Countryside Glen I, title and possession of all such property, rights, privileges and franchises and otherwise carry out the purpose of this merger. Such officers and directors are hereby irrevocably appointed agents of each constituent corporation for the purposes set forth in this paragraph.

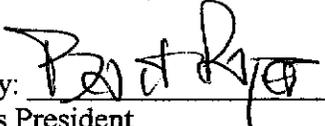
(h) The surviving corporation may be served with process in any proceeding for enforcement of any obligation of the merged corporation as well as for enforcement of any obligation of the surviving corporation arising from the merger.

(i) The registered agent and registered office of the surviving corporation in the State of Illinois shall remain as the registered agent and office of the surviving corporation.

FOURTH: Anything herein or elsewhere to the contrary notwithstanding, this agreement may be terminated and abandoned by mutual consent of the boards of directors of any constituent corporation at any time prior to the date of filing with the Illinois Secretary of State.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective boards of directors have caused this Agreement to be executed on the date first above written.

The Countryside Glen of Hawthorne  
Woods, Owners Association, An Illinois Not  
For Profit Corporation.

By:   
Its President

Countryside Glen II Subdivision  
Homeowners Association, Inc., An  
Illinois Not For Profit Corporation.

By:   
Its President

**ACTION BY THE DIRECTORS OF  
COUNTRYSIDE GLEN OF HAWTHORNE WOODS OWNERS ASSOCIATION  
BY UNANIMOUS WRITTEN CONSENT  
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the Directors of

**THE COUNTRYSIDE GLEN OF HAWTHORNE WOODS OWNERS ASSOCIATION**  
an Illinois not for profit corporation (the "Corporation"), hereby consents in writing, without a meeting, pursuant to the authority of the Illinois General Not for Profit Corporation act of 1986, as amended, to the following actions:

WHEREAS, there has been presented to the Board of Directors a Plan of Merger, a copy of which is attached hereto as Exhibit "A" ("Plan of Merger"), providing for the merger of Countryside Glen II Subdivision Homeowners Association, Inc. (ACountryside Glen II) into the Corporation; and

WHEREAS, in the judgment of the Board of Directors, the approval and adoption of said Plan of Merger is advisable and in the best interests of the Corporation.

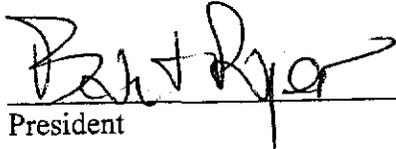
NOW, THEREFORE, BE IT RESOLVED, that the Plan of Merger be and it is hereby adopted and approved by the Board of Directors.

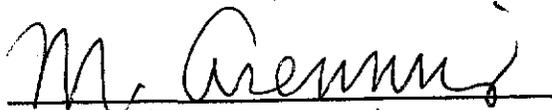
FURTHER RESOLVED, that the form of Agreement of Merger between the Corporation, and Countryside Glen II, a copy of which is attached hereto as Exhibit "B" ("Agreement of Merger"), be and it is hereby adopted and approved by the Board of Directors.

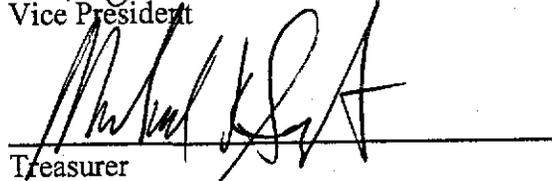
FURTHER RESOLVED, that as and when the Plan of Merger and the Agreement of Merger have been approved and adopted by the Board of Directors of Countryside Glen II, the proper officers of the Corporation be and they are hereby authorized and directed to execute the Agreement of Merger and execute and file appropriate Articles of Merger with the Secretary of State of Illinois, and to take such further steps as they deem necessary or proper to carry out and consummate the Plan of Merger and the Agreement of Merger.

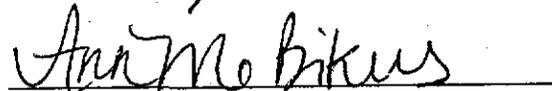
All with like effect and validity as though the foregoing actions were duly taken by the unanimous consent of the Directors of the Corporation at a meeting duly called and legally held.

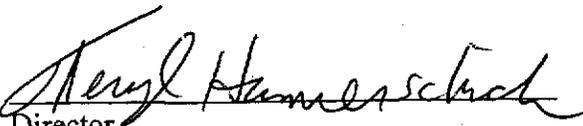
Dated: SEPTEMBER 16, 2006

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Director

Being all of the Directors of the Corporation

**Exhibit "A"**  
**Plan of Merger**

**Exhibit "B"**  
**Agreement of Merger**

**ACTION BY THE DIRECTORS OF  
COUNTRYSIDE GLEN II SUBDIVISION HOMEOWNERS ASSOCIATION, INC.  
BY UNANIMOUS WRITTEN CONSENT  
IN LIEU OF SPECIAL MEETING**

The undersigned, being all of the Directors of

**COUNTRYSIDE GLEN II SUBDIVISION HOMEOWNERS ASSOCIATION, INC.,**

an Illinois not for profit corporation (the "Corporation"), hereby consent in writing, without a meeting, pursuant to the authority of the Illinois General Not for Profit Corporation act of 1986, as amended, to the following actions:

WHEREAS, there has been presented to the Board of Directors a Plan of Merger, a copy of which is attached hereto as Exhibit "A" ("Plan of Merger"), providing for the merger of the Corporation into The Countryside Glen of Hawthorne Woods Owners Association; and

WHEREAS, in the judgment of the Board of Directors, the approval and adoption of said Plan of Merger is advisable and in the best interests of the Corporation.

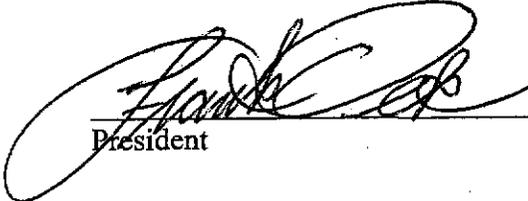
NOW, THEREFORE, BE IT RESOLVED, that the Plan of Merger be and it is hereby adopted and approved by the Board of Directors.

FURTHER RESOLVED, that the form of Agreement of Merger between the Corporation and The Countryside Glen of Hawthorne Woods Owners Association, a copy of which is attached hereto as Exhibit "B" ("Agreement of Merger"), be and it is hereby adopted and approved by the Board of Directors.

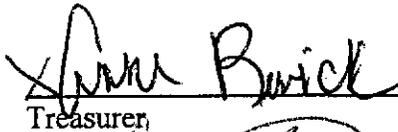
FURTHER RESOLVED, that as and when the Plan of Merger and the Agreement of Merger have been approved and adopted by the Board of Directors of The Countryside Glen of Hawthorne Woods Owners Association, the proper officers of the Corporation be and they are hereby authorized and directed to execute the Agreement of Merger and execute and file appropriate Articles of Merger with the Secretary of State of Illinois, and to take such further steps as they deem necessary or proper to carry out and consummate the Plan of Merger and the Agreement of Merger.

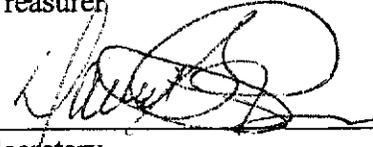
All with like effect and validity as though the foregoing actions were duly taken by the unanimous consent of the Directors of the Corporation at a meeting duly called and legally held.

Dated: SEPTEMBER 16, 2006

  
\_\_\_\_\_  
President

— NA —  
\_\_\_\_\_  
Vice President

  
\_\_\_\_\_  
Treasurer

  
\_\_\_\_\_  
Secretary

— NA —  
\_\_\_\_\_  
Director

Being all of the Directors of the Corporation

RECEIVED APR 2 3 1925

586353

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, AND GRANTS OF THE  
COUNTRYSIDE GLEN SUBDIVISION

3852421

ARTICLE I

DECLARATION PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) is the owner of certain property located in Hawthorn Woods, Lake County, Illinois, and desires to create thereon a planned community development, except as herein otherwise provided.

SECTION 2. DECLARATION: Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of the real estate described in Exhibit A attached hereto and made a part hereof (the "Premises"). On and after the date hereof, title to the Premises shall be subject to the following covenants to run with the land which are restrictive covenants applicable to the entire Premises which is to be commonly known as Countryside Glen Subdivision, Hawthorn Woods, Lake County, Illinois.

ARTICLE II

SECTION 1. GENERAL RESTRICTIONS: The Premises shall be used only for dwelling lots for single-family residences. Except for structures in place at time of recording, no building or other structure shall be erected, moved on, altered or permitted to remain on any lot within the Premises that does not comply with the following minimum restrictions:

(A) Without the prior written consent of Developer, which consent may be granted or withheld in the Developer's sole discretion, no structure shall be erected or permitted on the Premises exceeding two (2) stories in height or containing a garage for more than four (4) or less than two (2) motor vehicles. The exterior facade of attached garages and any other permitted out-buildings must be constructed with the same materials as are used on the exterior of the home on such lot or lots.

(B) Subject to Article IV, Section 2 hereof, no building shall be constructed on the Premises nearer than thirty (30) feet to any front line, 20 feet from any side lot line or ten percent (10%) of the width of the lot at the setback line, whichever is greater, nor shall any building be constructed nearer than fifty (50) feet from any rear lot line.

(C) No tents, shacks, trailers, or garages shall be occupied as living quarters on any lot or lots which constitute a portion of the Premises at any time or used at any time for any commercial use.

CHICAGO TITLE AND GUARANTEE CO.

(D) Said lots shall not be divided or resubdivided into lots, or smaller parcels of land except to conveyances between contiguous owners of not more than ten (10%) percent of a lot.

(E) No keeping of cattle, horses, poultry, swine, or other animals, except domestic pets, shall be permitted on any lot or lots which constitute a portion of the Premises. Provided, however, with the prior written approval of Developer, one (1) house may be permitted for any lot or lots which constitute a portion of the Premises. No more than three (3) dogs, cats or other pets over four (4) months of age may be kept. No animals may be kept, bred or maintained for commercial purposes.

(F) No two (2) story house shall be constructed on the Premises with less than 2,400 square feet of living area. No one (1) story house shall be constructed with less than 2,000 square feet of living area. All living areas must be above grade. The area included in so called "walk out" basements and porches and garages shall not be used to satisfy the minimum square footage requirements.

(G) Driveways and turn-around areas shall be paved with concrete, asphalt, blacktopping or other similar all-weather, clean, dust-free material within one (1) year following issuance of a building permit.

### ARTICLE III

#### REVIEW PROCESS

##### SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER.

(A) The Developer reserves the right to prohibit any accessory building or structure on any particular lot located on the Premises on a lot by lot basis.

(B) The following matters require the prior written approval from the Developer pursuant to the procedures set forth in Article III, Section 2: (1) All plans and specifications for any buildings, fences, walls, driveways, and any other structures of any kind which are to be erected, constructed, placed, or maintained upon the lots and/or properties located on the Premises; (2) All plans and specifications for landscaping, including without limitation, trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground, which is to be constructed, placed, or maintained upon the lots and/or properties located on the Premises; (3) All plans and specifications for any: (a) exterior addition, or change or alteration in, any dwelling; (b) dwelling accessory building; (c) other building(s); (d) fences; (e) walls; (f) driveways; (g) mail boxes; (h) other structures; and (i) additions to, or changes or alterations in, any landscaping; (4) All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first

been obtained. The erection and construction of a dwelling shall not be commenced without the prior written approval of the Developer having first been obtained for the matters set forth in this Section 1 (A) and Section 2.

(C) The plans and specifications submitted to the Developer with respect to the matters set forth in the preceding paragraph shall be an exact duplicate of the final plans and specifications for such matters approved by the Hawthorn Woods or Lake County Health Department.

(D) Approval by the Developer shall not be deemed an approval of the feasibility, structural integrity or engineering design of any structure or system described in any plan or design submitted to the Developer nor shall Developer's approval be construed as an approval by any government agency. Owners of a lot or lots located on the Premises may not rely upon Developer's approval or disapproval of any submission for any other lot located on the Premises.

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS. Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article III, Section 1, two (2) complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specifications within thirty (30) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications, or by a letter of approval from Developer. One (1) complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Developer, which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

(B) If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner submitting the plans and specifications of the reasons for such disapproval. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or arbitrarily. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to re-submit revised plans and specifications pursuant to the above procedure as often as reasonably necessary until the revised plans and specifications are either approved by Developer or are permanently withdrawn by owner. Owner shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be

deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

(C) The landscape plan shall be submitted for approval within thirty (30) days after the building permit is issued unless such time is extended by the Developer. Landscaping shall be completed not later than one (1) year following issuance of a building permit.

SECTION 3. ASSIGNABILITY. The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

SECTION 4. In reviewing the plans pursuant to this Article III, the Developer shall pay particular attention to the following matters:

- A. The silhouette and outside elevation of the home or other building to be constructed.
- B. The type of material and color of the exterior of the home or other building.
- C. The exterior trim and window treatment.
- D. The type of material and color of any masonry.
- E. The design and material used in any porches, garages, patios, and retaining walls.
- F. The location of the home and any other buildings on the lot and the landscaping of same.

It is the intent of the Developer to avoid over-duplication of the same design or model in the subdivision and to encourage a subdivision that contains a variety of housing designs and styles.

SECTION 5. Any change in exterior materials or colors of structures after initial approval must be submitted to the Developer or assigns for approval. This shall not be interpreted to require approval for replacement of materials or color which had been previously approved.

SECTION 6. It is understood and agreed that Developer's approval of the items specified in this Article III shall not be unreasonably withheld or delayed nor will Developer arbitrarily or capriciously exercise its right to disapprove any of the items specified therein.

## ARTICLE IV

### GENERAL RESTRICTIONS

SECTION 1. QUALITY OF STRUCTURES. All structures shall be constructed in accordance with all applicable government building codes and with such additional restrictive standards that may be required by the Developer or this Declaration.

SECTION 2. LOCATION OF STRUCTURES ON LOT. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots may be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore, reserves the right to establish setback lines on a lot by lot basis if it deems necessary.

SECTION 3. NUISANCES. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot. All lots must be mowed on a regular basis and grass, weeds or any plant growth other than shrubs, bushes and trees on the lots must not exceed 6 inches in height at any time.

SECTION 4. RADIO AND TELEVISION RECEIVERS. Radio or television transmission or receiving towers, antennas, receivers, or other reception dishes are not permitted on the Premises, except within the interior portion of a dwelling; provided, however, exterior satellite dishes are permitted if screened from view with permitted landscaping and/or fencing.

SECTION 5. GARDENS. Except as otherwise approved by Developer, no garden of any type, whether for the production or maintenance of shrubs, landscape plantings (other than decorative flower beds), or foods, are permitted on the Premises, with the exception that one garden of a dimension not larger than one thousand two hundred (1,200) square feet shall be permitted on each lot. All lawns, gardens and other landscaped planting shall be kept reasonably free of weeds and maintained in a reasonable fashion.

SECTION 6. SWIMMING AND WADING POOLS. Swimming or wading pools must be landscaped and screened and plans for such landscaping and screening must be approved by Developer before installation.

SECTION 7. TEMPORARY STRUCTURES. Any mobile or stationery trailer, mobile home, recreational van/vehicle, camper, boat or snowmobile must be kept within an enclosed garage. No temporary building of any kind shall be allowed. Temporary structures used during construction of a structure

shall be on the same lot as the structure and shall be removed upon completion of construction. This provision shall not apply to a temporary structure erected, placed or maintained upon the Premises by the Developer.

**SECTION 8. FENCES.** The following fences shall be the only fences which shall be permitted on the dwelling lots located on the Premises. A boundary fence, not more than five (5) feet in height, made out of a "rail" fencing and erected within ten (10) feet of the outer boundary of a lot shall be permitted. A fence enclosing an in-ground swimming pool, as required by local government regulations, shall be permitted, but shall not exceed six (6) feet in height unless required by such local government regulations. One (1) chain link fence not more than six (6) feet in height with maximum dimensions of ten (10) feet by twenty (20) feet shall be permitted for confinement of domestic animals so long as said fence is completely shielded by landscape material which provides year-round screening, and so long as the said fence is not more than five (5) feet from the dwelling at its closest point and no more than fifteen (15) feet from the dwelling at its farthest point if placed in the side yard, and not more than fifteen (15) feet at its closest point if placed in the rear yard. One (1) fence not exceeding eighteen (18) inches in height and placed upon the boundary of a garden shall be permitted. No other fence of any type shall be erected or maintained upon any dwelling lot located on the Premises. This Section shall not apply to fences placed upon any portion of the common area of the Premises by the Developer or its agents.

**SECTION 9. LOT APPEARANCE.** No owner shall accumulate or allow to accumulate on his lot located on the Premises junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles. Tarpaulins and similar covering materials are prohibited, except for coverings of in-ground swimming pools. All owners shall be responsible for mowing and proper care and maintenance of parkways and road right-of-way located between their lot lines and edges of street pavements.

**SECTION 10. PARKING.** Parking of commercial vehicles on Premises is prohibited and on-street parking of any vehicle of any type is prohibited.

**SECTION 11. NATURAL DRAINAGE WAYS AND SUB-SURFACE DRAINAGE SYSTEMS.** No owner of a lot or lots located on the Premises shall erect, construct, maintain, permit or allow any principal or accessory structure, fence, dam, barrier or other improvements or obstructions of any kind which would interrupt the normal flow of water in any drainage way, ditch, swale or tile on any private or public property or any portion of any public right-of-way or within any area designated on the plat of subdivision or other recorded document as a "drainage easement". No owner shall disrupt or permit to be disrupted any portion or portions of any surface or sub-surface drainage system and any such disruption will be subject to the enforcement provisions of Article VI, Section 2 hereof. The cost of maintenance of any surface or sub-surface drainage system will be the responsibility of the owner whose property is contiguous to or upon which the surface or sub-surface system is located. Where there exists on any lot or lots a natural condition of accumulation of

storm or surface water remaining over an extended period of time, an owner may, with the prior written approval of the Developer or association formed by homeowners under these covenants or its successors or assigns, take such steps as shall be necessary to remedy such condition, provided, however, that no alterations or diversions of such natural water flow proposed by owner shall be inconsistent with applicable provisions of the Illinois Compiled Statutes or Lake County or Hawthorn Wood's ordinances nor shall such alterations or diversions cause damage to other property, either inside or outside the Premises. In addition, an owner shall not take any action which shall in any way obstruct, alter or otherwise interfere with drainage easements established by the Developer for the benefit of the Premises.

The Village of Hawthorn Woods has the right but not the obligation to maintain and/or repair any surface or sub-surface drainage system if an owner or the Homeowners Association fails to do so. The Village is allowed to be reimbursed for this work pursuant to a lien right against the property in question. This provision cannot be amended or altered in any way without the consent of the Village of Hawthorn Woods.

SECTION 12. MECHANICAL SEPTIC SYSTEMS. Each owner who uses a mechanical septic system shall have in full force and effect at all times a service agreement with a reputable company providing for the proper and required servicing and maintenance of such system and each such owner shall insure that the mechanical septic system is in good working order at all times.

## ARTICLE V

### HOMEOWNERS ASSOCIATION

SECTION 1. CREATION AND PURPOSES. Upon the completion of the sale of 30 lots located on the Premises, the owners will form a homeowners association which shall have the right to enforce the terms, provisions and conditions of these restrictions and covenants and will have the obligation to properly maintain all open space located on the Premises in a good state of appearance and shall further have the obligation to comply with the requirements set forth in that certain Drainage and Conservation Easement recorded with the Lake County Recorder of Deeds as part of the Final Plat of Subdivision on June 26, 1996 as document No. 3842394 ("Conservancy Easement"). The purpose of said homeowners association shall be to cooperate with the Developer, to assist with enforcing the high standards established for the Premises under these restrictions and covenants by serving as the governing body for all of the owners for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Premises to which this Declaration applies and to insure the provision of certain services and facilities of common benefit to all or a majority of lot owners and in general to maintain and promote the desired character of Countryside Glen.

SECTION 2. MEMBERSHIP IN THE ASSOCIATION. Every person or entity, who is a record owner of the fee, or the undivided fee interest in any lot

or living unit which is subject to these covenants and restrictions of record shall be a member of the homeowners association, provided that any such person who holds such interest merely as security for the performance of an obligation shall not be a member.

SECTION 3. VOTING RIGHTS. The homeowners association shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all those owners as defined in Section 2 of this Article with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by said Section 2. When more than one (1) person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any such lot.

CLASS B: The Developer shall be the only Class B member. The Class B member shall be entitled to four (4) votes for each lot in which it holds an interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

SECTION 4. TERMINATION OF MEMBERSHIP IN THE ASSOCIATION. Membership in the homeowners association shall automatically terminate upon the sale, transfer or other disposition of a member's title interest in any lot, at which time the new owner of such title interest shall automatically become a member thereof; provided, however, that such termination shall not relieve or release any former owner from any liability or obligations incurred under or in any way connected with the homeowners association during the period of such former owner's membership in the homeowners association. Furthermore, such termination shall not impair any rights or remedies which the homeowners association, or others may have against such former owner and member arising out of or in any way connected with such ownership.

SECTION 5. POWERS OF THE ASSOCIATION. The homeowners association shall have the following powers and duties:

(A) The homeowners association shall have such powers and duties as may be reasonably necessary to implement and enforce these restrictions, covenants and obligations, including the right to levy a reasonable annual assessment against each lot and each lot owner as described in Section 6 below, and to enforce same pursuant to Article VI, Section 2.; and

(B) To the extent such services are not provided by any governmental body: To maintain entrance ways including gates, signs, stone fences (guard rail), water features, millhouse or other ornamental structures, center islands of cul-de-sacs (if any), landscape areas on and along Gilmer, Hawley and Owens

Roads and any other open space or common ground, including but not limited to common properties within the Premises, landscaped easements along the entrance to the Subdivision, public or private bicycle paths, walkways, detention or retention areas, wetlands and sub-surface drainage systems accepted by the homeowners association; and

(C) To mow, care for and maintain vacant or improved property, remove rubbish from same, to assure the uninterrupted functioning of the sub-surface drainage system as referenced in Article IV, Section 11, and to do all other manner or other things necessary or desirable in the judgment of the officers of the homeowners association to keep all private property and all parkways in front of any portion of the Premises, neat in appearance and in good order; and

(D) To make such improvements to the entrance ways, center islands of cul-de-sacs and any other common ground or open space on the Premises and provide such other facilities and services as may be authorized from time to time by the affirmative vote of the majority of the Members of the homeowners association acting in accordance with its By-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Premises a highly desirable and quality residential community.

(E) To abide by the lawful directives, ordinances, and regulations of any duly constituted governmental agency or unit of government regarding the operation of the Premises ; and

(F) To comply with all of the requirements of any document of record regarding maintenance and operation of any common area including, but not limited to, the Conservation Easement; and

(G) To make other rules and regulations with respect to the Premises as it may determine. All lot or tract owners shall be subject to the reasonable rules, regulations and assessments promulgated by the homeowners association whether or not said owner voted in favor of the formation of the association.

Unless the Developer otherwise agrees earlier, the homeowners association shall succeed to the rights of the Developer hereunder when the last lot has been sold by the Developer and 75% of the lots are occupied by owner occupants.

**SECTION 6. HOMEOWNERS ASSOCIATIONS MAINTENANCE OF NATURAL DRAINAGE WAYS SUB-SURFACE DRAINAGE SYSTEMS AND ENTRANCE AREA.** Notwithstanding any of the terms or provisions of ARTICLE IV of the Declaration, upon formation of a homeowners association, the homeowners association shall be responsible for all costs and expenses incurred for the repair, replacement and/or maintenance of any installed sub-surface drainage systems located on or serving the Premises that are not dedicated to a public governmental entity; provided, however, the foregoing provision does not relieve any lot owner from the costs and expenses to repair (which may include

replacement) any damage to a sub-surface drainage system caused by such owner or any invitee, guest, sub-contractor or agent thereof. Further, the homeowners association shall be responsible for all costs and expenses incurred for the maintenance, repair and replacement of the road surface of the bridge located at the Gilmer Road entrance, in the event the road surface differs from the road surface throughout the remainder of the subdivision.

SECTION 7. CONVEYANCE OF COMMON AREAS TO HOMEOWNERS ASSOCIATION. Any time after the formation of a homeowners association, Developer shall have the right to convey to the homeowners association, and the homeowners association shall accept, title to all or any portions of any lot then owned by Developer. Upon and after such conveyance(s), the homeowners association shall hold title to the foregoing described property (it may also place title in an Illinois land trust) and shall own such property on behalf of and for the mutual benefit of all lot owners owning a portion of the Premises with such property to be used as common grounds for all such lot owners. The Developer retains the continuing right to convey (and the homeowners association shall accept) all or any portion of title to any lot then owned by Developer at any time after the formation of the homeowners association and until such time as all of Developer's right, title and interest in such lots has been conveyed to the homeowners association.

SECTION 8. DEVELOPER'S FORMATION OF HOMEOWNERS ASSOCIATION. Notwithstanding the terms and provisions of SECTION I of ARTICLE V, the Developer may at its sole option form a homeowners association at any time as long as it is the owner of any portion of the Premises.

SECTION 9. METHOD OF PROVIDING GENERAL FUNDS.

(A) The homeowners association shall have the power to levy a reasonable annual assessment uniformly against each lot which constitutes a portion of the Premises. In addition to an annual assessment, the homeowners association may levy in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements including, but not limited to: walks, roads and bicycle paths, if any, upon the common properties or open spaces and to accomplish any acts set forth in Section 5 hereof.

(B) In the event of failure of any Owner to pay an assessment on or before thirty (30) days following due date and following proper notice to such owner of such assessment, said assessment shall become delinquent and shall bear interest at a rate equal to two percent (2%) over the prime rate then being charged by the First National Bank of Chicago, Chicago, Illinois, from the due date thereof to the date of payment of both principal and interest, and said assessment may thereafter be enforced against the owner personally. The homeowners association may, at its discretion, file Certificates of Non-Payment of Assessments in the Office of the Recorder of Deeds, Lake County whenever such assessments are delinquent, which certificates shall become a lien on such

lot(s). The homeowners association may bring an action against the lot owner or owners in the Circuit Court of Lake County to collect any and all assessments and/or may institute an action of foreclosure against such lot or lots as a remedy for collection of said assessments. The homeowners association shall be entitled to collect from the owner or owners of the lots located on the Premises an additional reasonable fee and reasonable attorney's fees and costs incurred by the homeowners association to collect any assessment, which fees and costs are hereby declared to be in addition to the lien upon the lot(s) so described in said Certificate. Such fees and costs shall be collectible in the same manner as the assessments provided for herein and in addition to the interest and principal due thereon. It shall be the duty of the homeowners association to bring suits to enforce such liens before the expiration thereof.

(C) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said lot(s) prior to the effective dates of such liens, but not subsequent thereto.

(D) Such liens shall continue until paid, unless within such time a suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the lot(s) under levy and execution pursuant to a judgment granted as a result of said suit.

SECTION 10. PROCEDURE FOR AMENDMENTS. This Article may be amended at any time by Developer prior to formation of the homeowners association or by the written consent of the members of the homeowners association who own, legally or beneficially, a two third's (2/3's) majority of both Class A and Class B members, if any, of the lots constituting the Premises.

SECTION 11. EXEMPT PROPERTY. The following property, which is subject to this Declaration, shall be exempt from the assessments, charges and liens created herein: all property to the extent of any easement or interest therein dedicated and accepted by a local public authority and devoted to public use except the equestrian easement, if any; all property exempted from taxation by the laws of the State of Illinois upon the terms and to the extent of such legal exemption; and all property or lots owned by Developer.

SECTION 12. POWERS OF DEVELOPER. Until such time as the homeowners association is formed and succeeds to the rights of the Developer hereunder as aforesaid, Developer shall have all the powers specified in this Article.

## ARTICLE VI

### GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the Premises, shall bind the owners of

any lot or lots which constitute a portion of the Premises or any of their successors and assigns and shall inure to the benefit of and be enforceable by the Developer or the homeowners association or any association formed by them for a term of twenty (20) years from the date that this Declaration is recorded with the Lake County Recorder, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of 2/3 of the lots within the existing properties has been recorded agreeing to change said covenants and restrictions in whole or in part. After cessation of the Class B membership, each lot or tract owner shall be entitled to one (1) vote.

**SECTION 2. ENFORCEMENT.** Enforcement of these covenants and restrictions may be made by Developer whether or not Developer owns any lots or tracts at the time of such enforcement, any homeowners association formed or by an assignee of Developer and shall be so enforced by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violations, or to recover damages, or against the land to enforce any lien created by these covenants and restrictions. Should the Developer or the association employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer or the association by reason of such enforcement or prosecution, including reasonable attorney's fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecution is brought. The Developer and the homeowners association shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all: (a) damages, awards and judgments accruing to the Developer and/or the homeowners association, and; (b) costs, fees and expenses incurred by Developer and/or the homeowners association to enforce the terms and provisions of this Declaration. No delay or failure on the part of the Developer or the homeowners association, or the owners of any portion of the Premises, in exercising any rights, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer or the homeowners association for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer or the homeowners association.

**SECTION 3. MODIFICATION.** By recorded supplemental declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of five (5) years from the date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 5. OCCUPANTS. All of the obligations, restrictions, liabilities, and covenants imposed upon owners hereunder, shall also be applicable to and imposed upon all persons occupying any lot which constitutes a portion of the Premises who are not owners, other than Developer.

SECTION 6. DEEDS. Each owner, and purchaser under any installment sale contract, accepts conveyance of its lot or lots located on the Premises subject to the restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in its deed or installment sale contract.

SECTION 7. DEVIATIONS BY AGREEMENT WITH DEVELOPER, OR ITS SUCCESSOR OR ASSIGN. Developer, or its successor or assign, hereby reserves the right to enter into agreements with the owner of any lot or lots located on the Premises (without the consent of owners of other lots or adjoining or adjacent property, or any association which may be formed) to deviate from any or all of the covenants set forth in this Declaration, provided there are, in the sole discretion of Developer, practical difficulties or particular hardships evidenced by the petitioning owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenants involved or any other covenant as to the remaining portions of the Premises.

SECTION 8. INTERCHANGEABLE TERMS. The terms "real estate", "land", "property" and "properties" are used herein interchangeably and refer to the Premises.

Dated this 23<sup>rd</sup> day of April, 1996

**DECLARANT/DEVELOPER**

**3852421**

Inland Land Appreciation Fund L.P., a  
Delaware Limited Partnership, by Inland Real  
Estate Investment Corporation, a Delaware  
corporation, its general partner

By: Anthony A. Casaccio  
Anthony A. Casaccio

Its: Senior Vice President

Filed for Record in:  
LAKE COUNTY, IL  
FRANK J. NUSTRAL-RECORDER  
On Jul 19 1996  
At 2:22pm  
Receipt #: 25370  
Doc/Type: DCL  
Deputy - Cashier #4

This instrument prepared by  
Gary Pechter, Attorney at Law  
2901 Butterfield Road  
Oak Brook, IL 60521

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF             )

I, the undersigned, a Notary Public, in and for said county, and the state aforesaid, do hereby certify that Anthony A. Casaccio, personally known to me to be the Senior Vice President of Inland Real Estate Investment Corporation the general partner of Inland Land Appreciation Fund L.P., a Delaware limited partnership, and 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 severally acknowledged that as such Senior Vice President and pursuant to authority given by the corporation as the general partner of the Partnership as such Developer he did execute this document as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23<sup>rd</sup> day of April 1996.

Delanne Barnes  
Notary Public



This instrument prepared by and  
after recording please return to

Gary Pechter  
c/o THE INLAND GROUP, INC.  
2901 Butterfield Road  
Oak Brook, IL 60521

3852421

-10111-

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS, AND GRANTS OF THE  
COUNTRYSIDE GLEN II SUBDIVISION

ARTICLE I

DECLARATION PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as Developer) is the owner of certain property located in Hawthorn Woods, Lake County, Illinois, and desires to create thereon a planned community development, except as herein otherwise provided.

SECTION 2. DECLARATION: Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of the real estate described in Exhibit A attached hereto and made a part hereof (the "Premises"). On and after the date hereof, title to the Premises shall be subject to the following covenants to run with the land, which are restrictive covenants applicable to the entire Premises which is to be commonly known as Countryside Glen II Subdivision, Hawthorn Woods, Lake County, Illinois.

ARTICLE II

SECTION 1. GENERAL RESTRICTIONS: The Premises shall be used only for dwelling lots for single-family residences. Except for structures in place at time of recording, no building or other structure shall be erected, moved on, altered or permitted to remain on any lot within the Premises that does not comply with the following minimum restrictions:

(A) Without the prior written consent of Developer, which consent may be granted or withheld in the Developer's sole discretion, no structure shall be erected or permitted on the Premises exceeding two (2) stories in height or containing a garage for more than four (4) or less than three (3) motor vehicles. The exterior facade of attached garages and any other permitted out-buildings must be constructed with the same materials as are used on the exterior of the home on such lot or lots.

(B) Subject to Article IV, Section 2 hereof, no building shall be constructed on the Premises nearer than thirty (30) feet to any front line, twenty (20) feet from any side lot line or ten percent (10%) of the width of the lot at the setback line, whichever is greater, nor shall any building be constructed nearer than fifty (50) feet from any rear lot line.

(C) No tents, shacks, trailers, or garages shall be occupied as living quarters on any lot or lots which constitute a portion of the Premises at any time or used at any time for any commercial use.

(D) Said lots shall not be divided or resubdivided into lots, or smaller parcels of land except to conveyances between contiguous owners of not more than ten percent (10%) of a lot.

(E) No keeping of cattle, horses, poultry, swine or other animals, except domestic pets, shall be permitted on any lot or lots which constitute a portion of the Premises, provided, however, with the prior written approval of Developer, one (1) house may be permitted for any lot or lots which constitute a portion of the Premises. No more than three (3) dogs, cats or other pets over four (4) months of age may be kept. No animals may be kept, bred or maintained for commercial purposes.

(F) No two (2) story house shall be constructed on the Premises with less than 3,600 square feet of living area. No one (1) story house shall be constructed with less than 3,000 square feet of living area. All living areas must be above grade. The area included in so-called "walk out" basements and porches and garages shall not be used to satisfy the minimum square footage requirements.

(G) Driveways and turn-around areas shall be paved with concrete, asphalt, blacktopping or other similar all-weather, clean, dust-free material within one (1) year following issuance of a building permit.

### ARTICLE III

#### REVIEW PROCESS

##### SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER:

(A) The Developer reserves the right to prohibit any accessory building or structure on any particular lot located on the Premises on a lot-by-lot basis.

(B) The following matters require the prior written approval from the Developer pursuant to the procedures set forth in Article III, Section 2: (1) All plans and specifications for any buildings, fences, walls, driveways and any other structures of any kind which are to be erected, constructed, placed, or maintained upon the lots and/or properties located on the Premises; (2) All plans and specifications for landscaping, including without limitation, trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground which is to be constructed, placed, or maintained upon the lots and/or properties located on the Premises; (3) All plans and specifications for any (a) exterior addition, or change or alteration in, any dwelling; (b) dwelling accessory building; (c) other building(s); (d) fences; (e) walls; (f) driveways; (g) mail boxes; (h) other structures; and (i) additions to, or changes or alteration in, any landscaping; (4) All site plans showing the

proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first been obtained. The erection and construction of a dwelling shall not be commenced without the prior written approval of the Developer having first been obtained for the matters set forth in this Section 1 (A) and Section 2.

(C) The plans and specifications submitted to the Developer with respect to the matters set forth in the preceding paragraph shall be an exact duplicate of the final plans and specifications for such matters approved by the Hawthorn Woods or Lake County Health Department.

(D) Approval by the Developer shall not be deemed an approval of the feasibility, structural integrity or engineering design of any structure or system described in any plan or design submitted to the Developer nor shall Developer's approval be construed as an approval by any government agency. Owners of a lot or lots located on the Premises may not rely upon Developer's approval or disapproval of any submission for any other lot located on the Premises.

**SECTION 2. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS:** Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article III, Section 1, two (2) complete sets of the plans and specifications shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specification within thirty (30) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications, or by a letter of approval from Developer. One (1) complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Developer, which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

(A) If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner submitting the plans and specifications of the reasons for such disapproval. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or arbitrarily. The owner shall then be entitled to re-submit the plans and

specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and specifications. The owner shall be entitled to re-submit revised plans and specifications pursuant to the above procedure as often as reasonably necessary until the revised plans and specification are either approved by Developer or are permanently withdrawn by owner. Owner shall not commence the erection, construction, placement or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

(B) The landscape plan shall be submitted for approval within thirty (30) days after the building permit is issued unless such time is extended by the Developer. Landscaping shall be completed not later than one (1) year following the issuance of a building permit.

SECTION 3. ASSIGNABILITY: The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

SECTION 4. In reviewing the plans pursuant to this Article III, the Developer shall pay particular attention to the following matters:

- A. The silhouette and outside elevation of the home or other building to be constructed.
- B. The type of material and color of the exterior of the home or other building.
- C. The exterior trim and window treatment.
- D. The type of material and color of any masonry.
- E. The design and material used in any porches, garages, patios, and retaining walls.
- F. The location of the home and any other buildings on the lot and the landscaping of same.

It is the intent of the Developer to avoid over-duplication of the same design or model in the subdivision and to encourage a subdivision that contains a variety of housing designs and styles.

SECTION 5. Any change in exterior materials or colors of structures after initial approval must be submitted to the Developer or assigns for approval. This shall not be interpreted

to require approval for replacement of materials or color which had been previously approved.

SECTION 6. It is understood and agreed that Developer's approval of the items specified in this Article III shall not be unreasonably withheld or delayed nor will Developer arbitrarily or capriciously exercise its right to disapprove any of the items specified therein.

#### ARTICLE IV

##### GENERAL RESTRICTIONS

SECTION 1. QUALITY OF STRUCTURES: All structures shall be constructed in accordance with all applicable government building codes and with such additional restrictive standards that may be required by the Developer or this Declaration.

SECTION 2. LOCATION OF STRUCTURES ON LOT: The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots may be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore, reserves the right to establish setback lines on a lot by lot basis if it deems necessary.

SECTION 3. NUISANCES: No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot. All lots must be mowed on a regular basis and grass, weeds or any plant growth other than shrubs, bushes and trees on the lots must not exceed six (6) inches in height at any time.

SECTION 4. RADIO AND TELEVISION RECEIVERS: Radio or television transmission or receiving towers, antennas, receivers, or other reception dishes are not permitted on the Premises, except within the interior portion of a dwelling; provided, however, exterior satellite dishes are permitted if screened from view with permitted landscaping and/or fencing.

SECTION 5. GARDENS: Except as otherwise approved by Developer, no garden of any type, whether for the production or maintenance of shrubs, landscape plantings (other than decorative flower beds), or foods, are permitted on the Premises, with the exception that one garden of a dimension not larger than one thousand two hundred (1,200) square feet shall be permitted on each lot. All lawns, gardens and other landscaped planting shall be

kept reasonably free of weeds and maintained in a reasonable fashion.

SECTION 6. SWIMMING AND WADING POOLS: Swimming or wading pools must be landscaped and screened and plans for such landscaping and screening must be approved by Developer before installation.

SECTION 7. TEMPORARY STRUCTURES: Any mobile or stationery trailer, mobile home, recreational van/vehicle, camper, boat or snowmobile must be kept within an enclosed garage. No temporary building of any kind shall be allowed. Temporary structures used during construction of a structure shall be on the same lot as the structure and shall not be removed upon completion of construction. This provision shall not apply to a temporary structure erected, placed or maintained upon the Premises by the Developer.

SECTION 8. FENCES: The following fences shall be the only fences which shall be permitted on the dwelling lots located on the Premises. A boundary fence, not more than five (5) feet in height, made out of a "rail" fencing and erected within ten (10) feet of the outer boundary of a lot shall be permitted. A fence enclosing an in-ground swimming pool, as required by local government regulations, shall be permitted, but shall not exceed six (6) feet in height unless required by such local government regulations. One (1) chain link fence not more than six (6) feet in height with maximum dimensions of ten (10) feet by twenty (20) feet shall be permitted for confinement of domestic animals so long as said fence is completely shielded by landscape material which provides year-round screening, and so long as the said fence is not more than five (5) feet from the dwelling at its closest point and no more than fifteen (15) feet from the dwelling at its farthest point if placed in the side yard, and not more than fifteen (15) feet at its closest point if placed in the rear yard. One (1) fence not exceeding eighteen (18) inches in height and placed upon the boundary of a garden shall be permitted. No other fence of any type shall be erected or maintained upon any dwelling lot located on the Premises. This Section shall not apply to fences placed upon any portion of the common area of the Premises by the Developer or its agents.

SECTION 9. LOT APPEARANCE: No owner shall accumulate or allow to accumulate on his lot located on the Premises junked vehicles, litter, refuse, or other unsightly materials. Garbage shall be placed in receptacles. Tarpaulins and similar covering materials are prohibited, except for coverings of in-ground swimming pools. All owners shall be responsible for mowing and proper care and maintenance of parkways and road right-of-way located between their lot lines and edges of street pavements.

SECTION 10. PARKING: Parking of commercial vehicles on Premises is prohibited and on-street parking of any vehicle of any type is prohibited.

SECTION 11. NATURAL DRAINAGE WAYS AND SUB-SURFACE DRAINAGE SYSTEMS: No owner of a lot or lots located on the Premises shall erect, construct, maintain, permit or allow any principal or accessory structure, fence, dam, barrier or other improvements or obstructions of any kind which would interrupt the normal flow of water in any drainage way, ditch, swale or tile on any private or public property or any portion of any public right-of-way or within any area designated on the plat of subdivision or other recorded document as a "drainage easement". No owner shall disrupt or permit to be disrupted any portion or portions of any installed sub-surface drainage system and any such disruption will be subject to the enforcement provisions of Article VI, Section 2 hereof. The cost of maintenance of any installed sub-surface drainage system will be the responsibility of the owner whose property is contiguous to or upon which the sub-surface system is located. Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, an owner may, with the prior written approval of the Developer or association formed by homeowners under these covenants or its successors or assigns, take such steps as shall be necessary to remedy such condition, provided, however, that no alterations or diversions of such natural water flow proposed by Owner shall be inconsistent with applicable provisions of the Illinois Compiled Statutes or Lake County or Hawthorn Wood's ordinances nor shall such alterations or diversions cause damage to other property, either inside or outside the Premises. In addition, an owner shall not take any action which shall in any way obstruct, alter or otherwise interfere with drainage easements established by the Developer for the benefit of the Premises.

SECTION 12. MECHANICAL SEPTIC SYSTEMS: Each owner who uses a mechanical septic system shall have in full force and effect at all times a service agreement with a reputable company providing for the proper and required servicing and maintenance of such system and each such owner shall insure that the mechanical septic system is in good working order at all times.

## ARTICLE V

### HOMBOWNERS ASSOCIATION

SECTION 1. CREATION AND PURPOSES: Upon the completion of the sale of eight (8) lots located on the Premises, the owners will form a homeowners association which shall have the right to enforce the terms, provisions and conditions of these restrictions and covenants and will have the obligation to properly maintain all open space located on the Premises in a good state of appearance. The purpose of said homeowners association shall be to cooperate

with the Developer, to assist with enforcing the high standards established for the Premises under these restrictions and covenants by serving as the governing body for all of the owners for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Premises to which this Declaration applies and to insure the provision of certain services and facilities of common benefit to all or a majority of lot owners and in general to maintain and promote the desired character of Countryside Glen II.

SECTION 2. MEMBERSHIP IN THE ASSOCIATION: Every person or entity, who is a record owner of the fee, or the undivided fee interest in any lot or living unit which is subject to these covenants and restrictions of record shall be a member of the homeowners association, provided that any such person who holds such interest merely as security for the performance of any obligation shall not be a member.

SECTION 3. VOTING RIGHTS: The homeowners association shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all those owners as defined in Section 2 of this Article with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by said Section 2. When more than one (1) person holds such interest or interests in any lot, all such persons shall be members and the vote for such lot shall be exercised as they determine among themselves, but in no event shall more than one (1) vote be cast with respect to any such lot.

CLASS B: The Developer shall be the only Class B member. The Class B member shall be entitled to four (4) votes for each lot in which it holds an interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

SECTION 4. TERMINATION OF MEMBERSHIP IN THE ASSOCIATION: Membership in the homeowners association shall automatically terminate upon the sale, transfer or other disposition of a member's title interest in any lot, at which time the new owner of such title interest shall automatically become a member thereof; provided, however, that such termination shall not relieve or release any former owner from any liability or obligations incurred under or in any way connected with the homeowners association during the period of such former owner's membership in the homeowners association, or others may have against such former owner and member arising out of or in any way connected with such ownership.

SECTION 5. POWERS OF THE ASSOCIATION: The homeowners association shall have the following powers and duties:

(A) The homeowners association shall have such powers and duties as may be reasonably necessary to implement and enforce these restrictions, covenants and obligations, including the right to levy a reasonable annual assessment against each lot and each lot owner as described in Section 6 below and to enforce same pursuant to Article VI, Section 2, and

(B) To the extent such services are not provided by any governmental body: To maintain entrance ways including gates, signs or other ornamental structures, center islands of cul-de-sacs (if any), landscape areas on and along Gilmer, Hawley and Owens Roads and any other open space or common ground, including but not limited to common properties within the Premises, public or private bicycle paths, walkways, detention or retention areas, wetlands and sub-surface drainage systems accepted by the homeowners association, and

(C) To mow, care for and maintain vacant or improved property, remove rubbish from same, to assure the uninterrupted functioning of the sub-surface drainage system as referenced in Article IV, Section 11, and to do all other manner or other things necessary or desirable in the judgment of the officers of the homeowners association to keep all private property and all parkways in front of any portion of the Premises, neat in appearance and in good order, and

(D) To make such improvements to the entrance ways, center islands of cul-de-sacs and any other common ground or open space on the Premises and provide such other facilities and services as may be authorized from time to time by the affirmative vote of the majority of the Members of the homeowners association acting in accordance with its By-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Premises a highly desirable and quality residential community.

(E) To abide by the lawful directives, ordinances, and regulations of any duly constituted governmental agency or unit of government regarding the operation of the Premises, and

(F) To comply with all of the requirements of any document of record regarding maintenance and operation of any common area including, but not limited to, the Conservation Easement, and

(G) To make other rules and regulations with respect to the Premises as it may determine. All lot or tract owners shall be subject to the reasonable rules, regulations and assessments promulgated by the homeowners association whether or not said owner voted in favor of the formation of the association.

Unless the Developer otherwise agrees earlier, the homeowners association shall succeed to the rights of the Developer hereunder when the last lot has been sold by the Developer and seventy-five percent (75%) of the lots are occupied by owner occupants.

SECTION 6. MAINTENANCE OF NATURAL DRAINAGE WAYS AND SUB-SURFACE DRAINAGE SYSTEMS BY HOMEOWNERS ASSOCIATION:

(A) Prior to the formation of a homeowners association, the Developer shall be responsible for all of the maintenance provisions as set forth in subparagraph (B) of SECTION 6 of this ARTICLE V.

(B) Notwithstanding any of the terms or provisions of ARTICLE IV of the Declaration, upon formation of a homeowners association, the homeowners association shall be responsible for all costs and expenses incurred for the repair, replacement and/or maintenance of any installed sub-surface drainage systems located on the Premises that are not dedicated to a public governmental entity; provided, however, the foregoing provision does not relieve any lot owner from the costs and expenses to repair (which may include replacement) any damage to a sub-surface drainage system caused by such owner or any invitee, guest, sub-contractor or agent thereof.

(C) All areas of drainage, detention/retention and other common areas, including, but not limited to Lot A and Lot B, shall be maintained in conformity with this Declaration and all applicable ordinances, laws and regulations (collectively "Applicable Laws"). The duly designated officials and employees of the Village of Hawthorn Woods are hereby granted an easement to enter upon, on and over all such areas for the purpose of inspecting such areas to determine whether the improvements and systems have been and are being properly maintained in conformity with all Applicable Laws.

(D) The Village shall have the right, but not the obligation, to compel correction of a problem concerning maintenance upon the homeowners association's failure to do so within fifteen (15) days after receipt of written notice from the Village. Notwithstanding the foregoing, no written notice shall be required in the event that the Village determines that the failure of maintenance constitutes an immediate threat to public health, safety and welfare. The Village shall also have the right to institute any proceeding at law or in equity to compel necessary maintenance activities or, at its option, enter upon all such areas to perform or cause to be performed necessary maintenance activities.

(E) The Village shall be entitled to complete reimbursement by the association for all costs of enforcement actions and maintenance activities, including administrative expenses and attorney's fees. If payment for such costs is not made within thirty (30) days after demand, then, with respect to each lot, a

proportionate share of such amount shall become a lien on such lot. Each such lien shall be subordinate to the lien of the first mortgage on the lot but shall be superior to the association's assessment lien with respect to the lot for assessments which become due after the date on which the Village's lien attaches to the lot.

(F) The easement described in this section is an easement appurtenant, running with the land; it shall at all times be binding upon the Declarant, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually and in full force.

(G) Until such time as a homeowners association is formed, all references in this Section to such association shall be applicable to the Developer.

SECTION 7. CONVEYANCE OF COMMON AREAS TO HOMEOWNERS ASSOCIATION: Anytime after the formation of a homeowners association, Developer shall have the right to convey to the homeowners association, and the homeowners association shall accept, title to all or any portions of Lots A and B then owned by Developer. Upon and after such conveyance(s), the homeowners association shall hold title to the foregoing described property (it may also place title in an Illinois land trust) and shall own such property on behalf of and for the mutual benefit of all lot owners owning a portion of the Premises with such property to be used as common grounds for all such lot owners. The Developer retains the continuing right to convey (and the homeowners association shall accept) all or any portion of title to any lot then owned by Developer at any time after the formation of the homeowners association and until such time as all of Developer's right, title and interest in such lots has been conveyed to the homeowners association.

SECTION 8. DEVELOPER'S FORMATION OF HOMEOWNERS ASSOCIATION: Notwithstanding the terms and provisions of SECTION 1 of ARTICLE V, the Developer may at its sole option form a homeowners association at any time as long as it is the owner of any portion of the Premises.

SECTION 9. METHOD OF PROVIDING GENERAL FUNDS:

(A) The homeowners association shall have the power to levy a reasonable annual assessment uniformly against each lot which constitutes a portion of the Premises. In addition to an annual assessment, the homeowners association may levy in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements including, but not limited to: walks, roads and

bicycle paths, if any, upon the common properties or open spaces and to accomplish any acts set forth in Section 5 hereof.

(B) In the event of failure of any owner to pay an assessment on or before thirty (30) days following due date and following proper notice to such owner of such assessment, said assessment shall become delinquent and shall bear interest at a rate equal to two percent (2%) over the prime rate then being charged by Bank One, Chicago, Illinois, from the due date thereof to the date of payment of both principal and interest, and said assessment may thereafter be enforced against the owner personally. The homeowners association may, at its discretion, file Certificates of Non-Payment of Assessments in the Office of the Recorder of Deeds, Lake County, Illinois, whenever such assessments are delinquent, which certificates shall become a lien on such lot(s). The homeowners association may bring an action against the lot owner or owners in the Circuit Court of Lake County to collect any and all assessments and/or may institute an action of foreclosure against such lot or lots as a remedy for collection of said assessments. The homeowners association shall be entitled to collect from the owner or owners of the lot(s) located on the Premises an additional reasonable fee and reasonable attorney's fees and costs incurred by the homeowners association to collect any assessment, which fees and costs are hereby declared to be in addition to the lien upon the lot(s) so described in said Certificate. Such fees and costs shall be collectible in the same manner as the assessments provided for herein and in addition to the interest and principal due thereon. It shall be the duty of the homeowners association to bring suits to enforce such liens before the expiration thereof.

(C) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said lot(s) prior to the effective dates of such liens, but not subsequent thereto.

(D) Such liens shall continue until paid, unless within such time a suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the lot(s) under levy and execution pursuant to a judgment granted as a result of said suit.

SECTION 10. PROCEDURE FOR AMENDMENTS: This Article may be amended at any time by Developer prior to formation of the homeowners association or by the written consent of the members of the homeowners association who own, legally or beneficially, a two third's majority of both Class A and Class B members, if any, of the lots constituting the Premises.

SECTION 11. EXEMPT PROPERTY: The following property, which is subject to this Declaration, shall be exempt from the assessments, charges and liens created herein: all property to the

extent of any easement or interest therein dedicated and accepted by a local public authority and devoted to public use except the equestrian easement, if any; all property exempted from taxation by the laws of the State of Illinois upon the terms and to the extent of such legal exemption; and all property or lots owned by Developer.

SECTION 12. POWERS OF DEVELOPER: Until such time as the homeowners association is formed and succeeds to the rights of the Developer hereunder as aforesaid, Developer shall have all the powers specified in this Article.

## ARTICLE VI

### GENERAL PROVISIONS

SECTION 1. DURATION: The covenants and restrictions set forth in this Declaration shall run with and bind the Premises, shall bind the owners of any lot or lots which constitute a portion of the Premises or any of their successors and assigns and shall inure to the benefit of and be enforceable by the Developer or the homeowners association or any association formed by them for a term of twenty (20) years from the date that this Declaration is recorded with the Lake County Recorder, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of two-thirds of the lots within the existing properties has been recorded agreeing to change said covenants and restrictions in whole or in part. After cessation of the Class B membership each lot or tract owner shall be entitled to one (1) vote.

SECTION 2. ENFORCEMENT: Enforcement of these covenants and restrictions may be made by Developer whether or not Developer owns any lot(s) or tracts at the time of such enforcement, any homeowners association formed or by an assignee of Developer and shall be so enforced by any proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violations, or to recover damages, or against the land to enforce any lien created by these covenants and restrictions. Should the Developer or the association employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer or the association by reason of such enforcement or prosecution, including reasonable attorney's fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecution is brought. The Developer and the homeowners association shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all: (a) damages, awards and judgments accruing to the Developer and/or the homeowners association; and

(b) costs, fees and expenses incurred by Developer and/or the homeowners association to enforce the terms and provisions of this Declaration. No delay or failure on the part of the Developer or the homeowner association, or the owners of any portion of the Premises, in exercising any rights, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer or the homeowner association for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer or the homeowners association.

SECTION 3. MODIFICATION: By recorded supplemental declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of five (5) years from the date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration. Notwithstanding any of the provisions of this Declaration to the contrary, any modification or amendment hereto that affects any rights of the Village of Hawthorn Woods shall not be effective until approved by the Village, such approval to be evidenced by a resolution or ordinance duly passed by the President and Board of Trustees.

SECTION 4. SEVERABILITY: Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

SECTION 5. OCCUPANTS: All of the obligations, restrictions, liabilities, and covenants imposed upon owners hereunder, shall also be applicable to and imposed upon all persons occupying any lot which constitutes a portion of the Premises who are not owners, other than Developer.

SECTION 6. DEEDS: Each owner, and purchaser under any installment sale contract, accepts conveyance of its lot or lot(s) located on the Premises subject to the restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in its deed or installment sale contract.

SECTION 7. DEVIATIONS BY AGREEMENT WITH DEVELOPER OR ITS SUCCESSOR ASSIGN: Developer, or its successor assign, hereby reserves the right to enter into agreements with the owner of any lot or lots located on the Premises (without the consent of owners of other lots or adjoining or adjacent property, or any association which may be formed) to deviate from any or all of the covenants set forth in this Declaration, provided there are, in the sole

discretion of Developer, practical difficulties or particular hardships evidenced by the petitioning owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenants involved or any other covenant as to the remaining portions of the Premises.

SECTION 8. INTERCHANGEABLE TERMS: The terms "real estate", "land", "property" and "properties" are used herein interchangeably and refer to the Premises.

Dated this 1 day of April, 2002

DECLARANT/DEVELOPER

STARZWOOD DEVELOPMENT, INC.,  
an Illinois corporation

By: Susan K. Staryk  
Susan K. Starykowicz, President

INSTRUMENT PREPARED BY:  
R. STEVEN POLACHEK, Attorney at Law  
18-3 East Dundee Road, Suite 208  
Barrington, Illinois 60010

STATE OF ILLINOIS; COUNTY OF Lake (ss.)

I, the undersigned, a Notary Public, in and for said county, and the state aforesaid, do hereby certify that Susan K. Starykowicz, personally known to me to be the President of Starzwood Development Inc., an Illinois corporation, and 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 severally acknowledged that as such President and pursuant to authority given by the corporation as such Developer, she did execute this document as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

Given under my hand and notarial seal this 1 day of April, 2002.

[Signature]  
Notary Public

AFTER RECORDING, RETURN TO:

R. STEVEN POLACHEK  
Attorney at Law  
18-3 East Dundee Road  
Suite 208  
Barrington, IL 60010  
(847) 381-2242

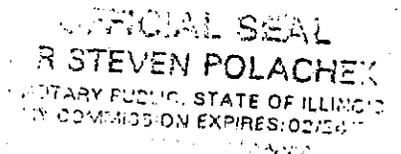


EXHIBIT A

The South half of the Northwest quarter of the Southeast quarter of Section 28, Township 44 North, Range 10, East of the Third Principal Meridian, in Lake County, Illinois

27952 Owens Road, Mundelein, IL 60060

PIN: 10-28-400-002

EXHIBIT A

**BY-LAWS  
OF  
COUNTRYSIDE GLEN OF HAWTHORN WOODS  
OWNERS ASSOCIATION**

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**ARTICLE I  
NAME OF ASSOCIATION**

The name of this Association is Countryside Glen of Hawthorn Woods Owners Association ("Association").

**ARTICLE II  
DEFINITIONS**

All terms used in these By-Laws shall have the same definitions as set forth in the Declaration of Covenants, Conditions, Restrictions, Reservations and Grants of the Countryside Glen Subdivision for the Association, as amended from time to time (the "Declaration"), to the extent such terms are defined therein.

**ARTICLE III  
PURPOSES AND POWERS**

3.01 Purposes. The purposes of this Association are to operate, maintain and repair the Drainage and Conservation Easement, enforce the restrictive covenants set forth in the Declaration and as may be reasonably required to implement the purposes set forth in the Declaration, including the right to levy regular and special assessments and to enforce the payment of same pursuant to Article VI of the Declaration and to carry out the powers and duties of the Association described in Section 5 of Article V of the Declaration, all on a not-for-profit basis, subject to and in accordance with the terms and provisions of the Declaration and these By-Laws.

3.02. Powers. The Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Declaration and these By-Laws.

**ARTICLE IV  
OFFICES**

4.01. Registered Office. The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office, and may have such other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

4.02. Principal Office. The principal office of the Association shall be maintained at the Countryside Glen of Hawthorn Woods Subdivision (sometimes herein referred to as the "Property").

ARTICLE V  
MEMBERSHIP, VOTING RIGHTS AND MEETINGS OF MEMBERS

5.01. Membership. Every person or entity who is a record owner of a lot in Countryside Glen of Hawthorn Woods or who is the beneficiary of the land trust holding title to a lot in Countryside Glen of Hawthorn Woods shall be a member of the Association. Membership is appurtenant to and shall not be separate from ownership of a lot. Thus, membership shall automatically transfer upon the sale or other disposition by a member who has ownership of a lot in Countryside Glen of Hawthorn Woods at which time the new owner shall automatically become a member of the Association.

5.02. Voting Rights. The Association shall have two classes of voting membership:

- (a) Class A: Class A members shall be all record owners of lots in Countryside Glen of Hawthorn Woods and all beneficiaries of land trusts holding title to lots in Countryside Glen of Hawthorn Woods with the exception of the Developer.
- (b) Class B: Class B members shall be the Developer or its successors or assigns which are expressly assigned Developer rights hereunder.

Class A members shall be entitled to one vote for each lot owned. If a lot is owned by more than one person or entity, collectively such owners shall only have one vote per lot. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B members shall be entitled to four votes for each lot owned. No more than four votes shall be cast with respect to any lot owned by Class B members

Class B membership shall cease and be converted to Class A membership on the first to occur of either of the following events:

- (a) when the total votes outstanding in Class A membership equal the votes outstanding in the Class B membership, or
- (b) whenever the Class B member(s) elect(s) to so convert.

The Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Association against the member's lot remains unpaid.

5.03. Manner of Acting. Unless otherwise expressly provided by law, in the Declaration or in these By-Laws, any action that may be taken by the members may be taken at any duly convened meeting at which a quorum of the voting members is present, upon the affirmative vote of a majority of the voting members voting at such meeting.

5.04. Initial Meeting (Turnover Date); Annual Meetings. The date of the initial meeting of members (the "Turnover Date") shall be as provided in Section 5 of Article V of the Declaration, but in no event shall the members receive notice of such meeting less than twenty-one (21) days prior to the meeting date. Thereafter, there shall be an annual meeting of members (one of the purposes of which shall be to elect directors), on the second Tuesday of September of each succeeding year at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) at such place as designated by the Board of Directors.

5.05. Special Meetings. Special meetings of the members may be called at any time to consider matters which by the terms of the Declaration or of these By-Laws require the approval of the members, or for any other reasonable purpose. Such meetings may be called by the President of the Association, by a majority of the Board of Directors, or after the Turnover Date, upon the written request of voting members having twenty-five percent (25%) of the total votes.

5.06. Notice of Meetings. Written notice shall be given to each member of any meeting of members (including the initial meeting) not less than ten (10) nor more than thirty (30) days before the day of such meeting. Notices shall be given by the Secretary at the direction of the President or other persons calling the meeting, and shall state the place, day and hour of the meeting and the purpose or purposes of the meeting. Notices shall be sent to the members at the address furnished by them to the Association for the purpose of service of notices or, if no such address has been furnished, to the lot address owned by such member. Notices addressed as above shall be deemed delivered when deposited in the United States mail, postage prepaid, or when personally delivered to that address.

5.07. Place of Meetings. All meetings of members shall be held on the Property or such other convenient location as shall be specified in the notice of such meeting.

5.08. Quorum. The presence of any meeting, in person and by proxy, of voting members having twenty-five percent (25%) of the total votes shall constitute a quorum for any action to be taken by the members except as may otherwise be provided in the Declaration, these By-Laws, or by law. If a quorum is not present at any meeting, a majority of the voting members present may adjourn the meeting at any time, without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. *Withdrawal of voting members from any meeting shall not cause failure of any duly constituted quorum at that meeting.*

5.09. Proxies. At all meetings of members, a voting member may vote either in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically be void upon termination by the member of his interest in the Unit.

ARTICLE VI  
BOARD OF DIRECTORS

6.01. In General. The affairs of the Association shall be managed by its Board of Directors. Until the directors are elected by the voting members on the Turnover Date, the Board shall consist of such persons, but not less than three (3), as Developer shall from time to time designate. Commencing with the election of directors on the Turnover Date, the Board of Directors shall consist of five (5) persons elected as hereinafter provided.

6.02. Voting and Election by Members; Number and Term. In all elections for directors, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. On the Turnover Date, five (5) directors shall be elected who shall serve until the first annual meeting of the members following the Turnover Date. At the first annual meeting, and at all succeeding annual meetings, the five (5) persons receiving the highest numbers of votes shall be elected to the Board for a term of one (1) year and shall thereafter continue in office until his successor shall have been elected and qualified, provided that any director may succeed himself in office.

6.03. Qualifications. Each director (except those appointed by the Developer) shall be a record owner, provided that if any record owner is a trustee of a trust, a director may be a beneficiary of such trust, and if any record owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such record owner or beneficiary or any agent of such beneficiary. If any director shall cease to meet such qualification during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

6.04. Annual Meetings. The first meeting of the elected Board shall be on the Turnover Date, held without further notice other than this By-Law, immediately after and at the same place as the initial meeting of members. Thereafter, there shall, without further notice other than this By-Law, be an annual meeting of directors immediately after and at the same place as each annual meeting of members.

6.05. Regular Meetings. In addition to its annual meeting, regular meetings of the Board shall be held at the Property or at such other place and at such time as a majority of the Board shall by resolution from time to time determine, provided that there shall be not less than one regular meeting each calendar quarter. Notice of such regular meetings of the Board shall be given to each director at least five (5) days prior to the meeting.

6.06. Special Meetings. Special meetings of the Board may be called by the President or a majority of the directors and shall be held at the Property and at such time as the person or persons calling such special meeting may determine. Notice of any special meeting of the Board shall be given at least three (3) days prior to any such meeting.

6.07. Notice of Meetings: Contents. Notice of all Board meetings shall be mailed or delivered to all record owners at least forty-eight (48) hours prior thereto, unless a written waiver is signed by the person or persons entitled to such notice before the meeting is convened. Notices of all Board meetings, stating the time and place thereof, shall be given to each record owner and director personally or by mail. Such notices, if mailed, shall be deemed given when they have been deposited in the United States mail, postage prepaid, addressed to the record owner and director at his address as shown on the records of the Association. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board need be specified in the notice of such meeting, unless specifically required by law or these By-Laws. Copies of notices of meetings of the Board shall be posted at such conspicuous places on the Property as are designated by the Board at least forty-eight (48) hours prior to the meeting of the Board.

6.08. Notice of Meeting: Annual Budget or Special Assessment. Each record owner shall receive written notice in the manner prescribed in 6.07 herein no less than ten (10) days and no more than thirty (30) days prior to any meeting of the Board concerning the adoption of the proposed annual budget or any increase of establishment of an assessment.

6.09. Waiver of Notice. Any record owner or director may waive notice of any meeting prior to the time the meeting is convened. The attendance of a record owner or director at any meeting shall constitute a waiver of notice of such meeting, except where a record owner or director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.10. Quorum. A majority of the directors serving from time to time on the Board shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board, provided that if less than a quorum is present, a majority of the directors present may adjourn the meeting from time to time without further notice. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of voting members from any meeting shall not cause failure of any duly constituted quorum at that meeting.

6.11. Manner of Acting. Except as otherwise expressly provided by law, the Declaration or these By-Laws, any action of the directors may be taken upon the affirmative vote of a majority of the directors at which a quorum is present.

6.12. Compensation; Reimbursement for Expenses. Directors shall receive no compensation for their services, but shall be reimbursed for reasonable out-of-pocket expenses incurred in the course of the performance of their duties upon presentation of receipts or other appropriate evidence of such expense.

6.13. Removal or Resignation of Directors. Any director elected on or after the Turnover Date may be removed from office, with or without cause, by the affirmative vote of at least two-thirds (2/3) of the voting members at any meeting of members called for such purpose. Any director may

resign at any time by submitting his written resignation to the Board. If a director ceases to be a member of the Association, he shall be deemed to have resigned as of the date his membership ceased.

6.14. Vacancies. Any vacancy occurring in the Board of Directors before the Turnover Date shall be filled by the Developer or a majority of the remaining Board Members and any vacancy occurring in the Board of Directors after the Turnover Date shall be filled by election at the next annual meeting of members or at a special meeting of members that may be called for that purpose and held prior to such annual meeting. Any director elected by the members to fill a vacancy shall serve for the balance of the unexpired term of his predecessor in office. Prior to the filling of such vacancy by the members, directors may elect a director to temporarily fill any vacancy, provided that any director so elected shall serve only until such vacancy is filled by election by the members, as provided herein.

6.15. Open Meetings. Meetings of the Board shall be open to any record owner except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee of the Association, if any; or (iii) to discuss violations of rules and regulations of the Association or unpaid common expenses owed to the Association. Any vote on the foregoing matters shall be taken at a meeting or portion thereof open to any record owner. Any record owner may record the proceedings at meetings required to be open by tape, film or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

## ARTICLE VII POWERS AND DUTIES OF BOARD OF DIRECTORS

7.01. The Board shall have and exercise all the powers, duties and authority vested in the Association by law, the Declaration and these By-Laws, except those expressly reserved to the members. Without limiting the generality of the foregoing, the Board shall:

- (a) Prepare, adopt and distribute to record owners an annual budget and any revisions thereto and to distribute same to each record owner in accordance with and as more fully set forth in the Declaration.
- (b) Levy and collect assessments from the record owners.
- (c) Pay the expenses of the Association.
- (d) Procure and maintain such public liability, workmen's compensation, fidelity, directors and officers liability, and other insurance in such amounts and insuring against such risks as the Board deems desirable.

(e) Engage the services of a professional manager for the Association and such other personnel and servicers, including accountants and attorneys, as the Board may, in its discretion, deem necessary or desirable.

(f) Adopt and amend from time to time Rules and Regulations as authorized under Section 5 of Article V of the Declaration. Written notice of such Rules and Regulations and of any amendments shall be given to all record owners, and Countryside Glen of Hawthorn Woods Subdivision shall at all times be maintained subject to such Rules and Regulations, provided that with respect to any Rules and Regulations or any amendment thereto adopted on or after the Turnover Date, if within (30) days from the date of such written notice to the record owners of the adoption thereof, the voting members having at least one-fourth (1/4) of the total votes shall file with the Board a written objection thereto, then such Rule or Regulation shall be deemed rescinded until approved by the voting members having at least a majority of the total votes.

(g) Keep detailed accurate records of the receipts and expenditures affecting the use and operation of Countryside Glen of Hawthorn Woods.

(h) Maintain the following records of the Association available for examination and copying at convenient hours of weekdays by any record owners or their mortgagees and their duly authorized agents or attorneys:

(1) Copies of the recorded Declaration, other duly recorded covenants and By-Laws and any amendments, articles of incorporation of the Association, annual reports and any rules and regulations adopted by the Association or the Board. Prior to the organization of the Association, the Developer shall maintain and make available the records set forth in this subsection (1) for examination and copying.

(2) Detailed accurate records in chronological order of the receipts and expenditures affecting the Easement specifying and itemizing the maintenance and repair expenses of the Easement and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association shall be maintained.

(3) ) The minutes of all meetings of the Association and the Board shall be maintained. The Association shall maintain these minutes for a period of not less than seven (7) years.

(4) Ballots, if any, for any election held for the Board and for any other matters voted on by the record owners shall be maintained for a period of not less than one (1) year.

(5) Such other records of the Association as are available for inspection by members of a not-for-profit corporation pursuant to the General Not-for-Profit Corporation Act shall be maintained.

(6) A reasonable fee may be charged by the Association or its Board for the cost of copying.

(i) Standing of Board. The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Easement and implementation, collection and enforcement of the assessments authorized by the Declaration and/or these By-Laws.

#### ARTICLE VIII OFFICERS

8.01. Officers. The officers of the Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such other officers as the Board may deem appropriate. Until the Turnover Date, all officers shall be selected by the Board. Upon the Turnover Date, all officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

8.02. Vacancy of Office. Any officers may be removed at any meeting of the Board by the affirmative vote of a majority of the directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

8.03. Powers of Officers. The respective officers of the Association shall have such powers and duties as are usually vested in such office of a not-for-profit corporation, including, but not limited to, the following:

(a) The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and of the Board.

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office.

(c) The Secretary shall keep minutes of all meetings of the members and of the Board and shall have custody of the Association seal, and such other books, papers and documents as the Board may prescribe.

(d) The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Association books of account kept for such purpose.

#### ARTICLE IX COMMITTEES

9.01. Board Committees. The Board, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two or more directors.

Said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association, but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board or any individual director of any responsibility imposed on it or him by law, nor shall such delegation impair the rights of record owners and directors to notice of meetings of the Board.

9.02. Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Association shall be served by such removal.

9.03. Term. Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

9.04. Chairman. One member of each committee shall be appointed chairman.

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

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

9.07. Rules. Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

## ARTICLE X CONTRACTS, CHECKS, DEPOSITS AND FUNDS

10.01. Contracts. The Board may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these By-Laws, to enter into any contract and to execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any contract or other instrument shall be executed by the President or Vice President and attested to by the Secretary or an Assistant Secretary of the Association.

10.02. Payments. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association, and in such manner as shall from time to time be

determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Association.

10.03. Bank Accounts. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

10.04. Special Receipts. The Board may accept on behalf of the Association any contribution, gift, bequest or devise for the general purposes or for any special purpose of the Association.

## ARTICLE XI FISCAL MANAGEMENT

11.01. Fiscal Year. The fiscal year of the Association shall begin on the first day of January each year, except that the first fiscal year shall begin at the date of incorporation, and shall end on the last day of December of each year.

11.02. Financial Statements. On or before April 15 of each year following the initial meeting of directors after the Turnover Date, the Association shall furnish its members with an itemized accounting of the common expenses of the Association for the preceding fiscal year, actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment and showing the net excess or deficit of income over expenditures plus reserves.

11.03. Annual Assessments. The Board in its sole discretion shall determine the annual monthly assessments in accordance with the Declaration.

11.04. Special Assessments. Special assessments may be authorized in accordance with the Declaration.

## ARTICLE XII BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board and committees having any of the authority of the Board, and shall keep at the registered or principal office a record giving the names and addresses of the members. All books and records of the Association may be inspected by any member or his agent or attorney, for any proper purpose at any reasonable time.

## ARTICLE XIII SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association.

ARTICLE XIV  
WAIVER OF NOTICE

Whenever any notice that is required to be given under the provisions of the General Not-For-Profit Corporation Act of Illinois, the provisions of these By-Laws, or the Declaration, a waiver in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XV  
AMENDMENTS

These By-Laws may be amended or modified at any time or from time to time at any meeting of the members at which a quorum is present, by the affirmative vote of a majority of the votes cast by the voting members, provided that (i) no amendment affecting the rights granted by these By-Laws to Trust or Developer shall be effective unless consented to in writing by Developer; (ii) no provisions of these By-Laws shall conflict with the Declaration; and (iii) prior to the Turnover Date, the directors may, without a meeting or approval of members, make any amendments they deem necessary or desirable.

ARTICLE XVI  
INTERPRETATION

In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**COPY**

COPY

5110484

LAKE COUNTY, IL RECORDER  
01/29/2003

ABOVE SPACE FOR RECORDING PURPOSES ONLY

**CORRECTIVE AMENDMENT TO  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS, RESERVATIONS AND GRANTS OF  
THE COUNTRYSIDE GLEN SUBDIVISION**

This Amendment to the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the Countryside Glen Subdivision (hereinafter referred to as the "Amendment") is executed by Inland Land Appreciation Fund L.P., a Delaware limited partnership (hereinafter referred to as the "Declarant"), and the Countryside Glen of Hawthorn Woods Owners Association, an Illinois not-for-profit corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, Declarant recorded the Declaration of Protective Covenants, Conditions, Restrictions, Reservations and Grants of the Countryside Glen Subdivision (hereinafter referred to as the "Declaration") on July 19, 1996 in the Office of the Recorder of Deeds of Lake County, Illinois, as Document No. 3852421 which affected the Premises as defined in the Declaration and as legally described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Declaration did not provide for a mechanism or method by which it could be amended by the Owners (as said term is described in the Declaration); and

WHEREAS, the Declarant still has an interest in the Premises by certain provisions of the Declaration and by ownership of a certain Lot or Lots (as described in the Declaration) either directly or by its corporate successors and assigns; and

WHEREAS, the Association represents all of the Owners of the Premises; and

WHEREAS, the parties desire to provide for a method by which the Declaration may be amended in the future.

NOW, THEREFORE, Declarant and the Association do hereby declare that the Declaration is amended by adding the following Section to "Article VI, General Provisions," as follows:

1. Section 9: This Declaration may be modified or amended by an amendment recorded in the Office of the Recorder of Deeds of Lake County, Illinois upon a vote of two thirds (2/3) of the lot owners and Declarant if it or any of its corporate successors or assigns still own(s) any part of the Premises.

2. The terms and meanings of words defined or described in the Declaration shall have the same definitions and meanings herein.

3. The covenants, conditions, restrictions and easements contained in the Declaration, as amended by this Amendment, shall run with and bind the Premises.

4. As expressly hereby amended, the Declaration shall continue in full force and effect in accordance with its terms and, except as herein specifically amended, the Declaration is ratified and confirmed. In the event of any inconsistency between this Amendment and the Declaration, this Amendment shall control.

IN WITNESS WHEREOF, the Declarant and Association as aforesaid have caused their seals to be affixed hereunder and have caused their names to be signed by these presents this 26th day of November, 2002.

**DECLARANT**

Inland Land Appreciation Fund L.P., a Delaware limited partnership, by Inland Real Estate Investment Corporation, a Delaware corporation, its general partner

By: Anthony A. Casaccio  
Anthony A. Casaccio  
Senior Vice President

**ASSOCIATION**

Countryside Glen of Hawthorne Woods Owners Association, an Illinois not-for-profit corporation

By: John McLaughlin

Its: PRESIDENT

By: Debra K. Brazell

Its: SECRETARY

Prepared by :

Gary Pechter, Esq.  
c/o The Inland Real Estate Group, Inc.  
2901 Butterfield Road  
Oak Brook, IL 60523

Property: Countryside Glen of Hawthorn Woods Subdivision, Lake County, Illinois

P.I.N.(s): See attached Exhibit "A."

RETURN TO:

IRWIN E. LEITER  
1301 W. 22nd ST., SUITE 210  
OAK BROOK, IL 60523

STATE OF ILLINOIS )  
 )  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for said county, and the state aforesaid, do hereby certify that ANTHONY A. CASACCIO, personally known to me to be the Senior Vice President of Inland Real Estate Investment Corporation, the general partner of Inland Land Appreciation Fund L.P., a Delaware limited partnership, and 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 severally acknowledged that as such Senior Vice President and pursuant to authority given by the corporation as the general partner of the Partnership as such Developer he did execute this document as the free and voluntary act and deed of said Partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22<sup>nd</sup> day of November, 2002.

My commission expires: 10/18/02

Mary V. Cooper  
Notary Public



STATE OF ILLINOIS )  
 )  
COUNTY OF DUPAGE )

I, the undersigned, a Notary Public, in and for said county, and the state aforesaid, DO HEREBY CERTIFY that Kirk McConnell, personally known to me to be the PRESIDENT of the Countryside Glen of Hawthorn Woods Owners Association corporation, and Jessie Pzoru, personally known to me to be the SECRETARY of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such PRESIDENT and SECRETARY, they signed and delivered the said instrument 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 their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth

GIVEN under my hand and notarial seal this 20<sup>th</sup> day of November, 2002.

My commission expires:

[Signature]  
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 THROUGH 40, AND LOTS B, C, AND D IN COUNTRYSIDE GLEN OF HAWTHORN WOODS, BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 44 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 26, 1996 AS DOCUMENT 2842394, AS CORRECTED BY CERTIFICATE OF CORRECTION RECORDED NOVEMBER 22, 1996 AS DOCUMENT 3903410, AND FURTHER CORRECTED BY CERTIFICATES OF CORRECTION RECORDED FEBRUARY 27, 1997 AS DOCUMENT 3938086 AND RECORDED JULY 1, 1997 AS DOCUMENT 3987866, IN LAKE COUNTY, ILLINOIS.

Commonly known as: Countryside Glen of Hawthorn Woods, Lake County, Illinois

Permanent Index Numbers:

10-28-100-001 (Lot 1)	10-28-101-002 (Lot 2)	10-28-101-010 (Lot 3)	10-28-101-009 (Lot 4)
10-28-101-008 (Lot 5)	10-28-101-011 (Lot 6)	10-28-101-012 (Lot 7)	10-28-101-013 (Lot 8)
10-28-101-014 (Lot 9)	10-28-101-015 (Lot 10)	10-28-101-007 (Lot 11)	10-28-101-006 (Lot 12)
10-28-101-005 (Lot 13)	10-28-101-004 (Lot 14)	10-28-101-003 (Lot 15)	10-28-202-001 (Lot 16)
10-28-202-002 (Lot 17)	10-28-202-003 (Lot 18)	10-28-203-002 (Lot 19)	10-28-203-001 (Lot 20)
10-28-203-008 (Lot 21)	10-28-203-009 (Lot 22)	10-28-203-004 (Lot 23)	10-28-203-005 (Lot 24)
10-28-203-006 (Lot 25)	10-28-203-007 (Lot 26)	10-28-403-002 (Lot 27)	10-28-403-003 (Lot 28)
10-28-403-007 (Lot 29)	10-28-403-006 (Lot 30)	10-28-403-005 (Lot 31)	10-28-403-004 (Lot 32)
10-28-403-001 (Lot 33)	10-28-404-003 (Lot 34)	10-28-404-002 (Lot 35)	10-28-404-001 (Lot 36)
10-28-204-005 (Lot 37)	10-28-204-004 (Lot 38)	10-28-204-003 (Lot 39)	10-28-204-002 (Lot 40)
10-28-203-003 (Lot B)	10-28-202-005 (Lot C)	10-28-204-001 (Lot D)	