

MC HENRY COUNTY RECORDER
PHYLLIS K. WALTERS

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COVER SHEET

Attached by
Phyllis K. Walters
McHenry County Recorder
for the purpose of affixing Recording information

(MT) Thomas E. Loftus
114 High Road
Cary, Ill. 60013

WALKUP AT THE PARK DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

This DECLARATION, made as of this 28TH day of OCTOBER, 1999 by OAK BROOK BANK, not personally, but as Trustee under Trust Agreement dated December 8, 1997 and known as Trust No. 2973 (hereinafter referred to as "Declarant").

W I T N E S S E T H

WHEREAS, Declarant is the owner in fee simple of a certain parcel of real estate in the City of Crystal Lake, County of McHenry, State of Illinois, and legally described in Exhibit "A" attached hereto ("Real Estate"); and

WHEREAS, Declarant has received approval from the City of Crystal Lake of a Preliminary Plan, as hereinafter defined, for the Real Estate and has subdivided a portion of the Real Estate legally described on Exhibit "B" ("Property"), by recording a Plat of Subdivision, as hereinafter defined, which documents collectively provided for a planned unit development consisting of lots for single-family homes and Common Area, as hereinafter defined. Declarant is desirous of subjecting the Property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of the Property and each owner thereof, and shall inure to the benefit of and shall run with the Property, and each and every parcel thereof;

WHEREAS, Declarant intends that this Declaration shall correct certain omissions and supercede that certain Crystal Ridge Declaration of Covenants, Conditions, Restrictions and Easements previously recorded with the McHenry County Recorder on December 12, 1989 as Document No. 89 R 042474, and on February 14, 1990 as Document number 90R005622 for the property described in Exhibit "B";

NOW, THEREFORE, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations, hereinafter collectively referred to as the ("Covenants"), which are for the purpose of promoting and enhancing the value, desirability and attractiveness of the Property. These Covenants shall be considered as covenants running with the Property and shall be binding on all parties acquiring any interest in and to the aforesaid Property or any part thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I
Declaration Purposes

Section 1. General Purposes.

- (a) The Declarant desires to provide for the harmonious development of the property, by planning and laying out a single-family community and imposing the covenants, conditions, easements and restrictions hereinafter set forth, which shall benefit the Property as well as the Owners thereof.
- (b) The Declarant, by the imposition of Covenants and the reservation of certain powers unto itself, does intend to provide a plan for the development of the Property which is intended to enhance and to protect the values of Declarant's single-family residential community ("Walkup at the Park").
- (c) The Declarant desires to protect the Owners, as hereinafter defined, against such improper use of surrounding Lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements;

Section 2. Declaration. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property, whether or not referred to in any deed of conveyance, or a part thereof, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants and Restrictions herein set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each Lot, as hereinafter defined, becoming subject to this Declaration in favor of each and all other such Lots, as hereinafter defined; to create privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns; and to operate as Covenants running with the land for the benefit of each and all such Lots becoming subject to this Declaration, and the respective Owners of such Lots, present and future.

ARTICLE II
Definitions

Section 1. The following words and terms, when used in this Declaration shall have the following meanings (unless the context shall prohibit otherwise):

- (a) "ASSESSABLE LOT". Shall mean a Lot located on the Property improved with a Dwelling which has been conveyed, transferred, sold under Articles of Agreement, or leased by Declarant.
- (b) "ASSOCIATION". Shall mean and refer to Walkup at the Park Homeowners' Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.
- (c) "BOARD OF DIRECTORS", "BOARD" OR "DIRECTORS". Shall mean and refer to the Board of Directors of the Association as constituted from time to time.
- (d) "BY - LAWS". Shall mean the By-Laws of the Association.
- (e) "CITY". Shall mean the City of Crystal Lake, Illinois.
- (f) "COMMON AREA". Shall mean and refer to real property owned by the Association or referred to on the Plat of Subdivision as "common area" or "open space" or "outlots" including storm water detention easements and Restricted Public Utility Easements (RPUEs), those underground storm water pipes and appurtenant structures contained within the storm water detention easements RPUEs and municipal utility easements up to and including connection to the City-maintained storm systems, entry signage, and easements created for the common use and enjoyment of the Members of the Association, but shall not include Lots or any part of the Property conveyed or dedicated to a public municipality or municipalities.
- (g) "DECLARANT". Shall mean and refer to OAK BROOK BANK, as Trustee under Trust Agreement Dated December 8, 1997, and known as Trust No. 2973 and its successors, assigns or beneficiaries, whether such succession or assignment applies to all or any part of the Property. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or a portion of the rights of Declarant

provided herein, if designated as such by Declarant in any instrument recorded for such purposes.

- (h) "DEEOFRR" Drainage Easement Emergency Overland Flood Route.
- (i) "DWELLING". Shall mean any building located on an Assessable Lot and intended for the shelter and housing of a Single Family, as hereinafter defined. Dwelling shall include any structure attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- (j) "LOT". Shall mean each part of the Real Estate depicted as a separately numbered parcel on the Preliminary Plan (as hereafter defined), the exact size and dimension of which shall be set forth on a Plat of Subdivision (as hereafter defined) relating thereto, or as set forth in an instrument in writing executed, acknowledged and recorded by Declarant, which designates a part of the Real Estate as a Lot for the purposes of this Declaration.
- (k) "LOT DEED". Shall mean a deed which conveys a Lot from Declarant to an Owner.
- (l) "OWNER". Shall mean or refer to the record holder of the fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant to the extent of the number of Lots owned by it and shall also include the interest of Declarant as contract seller of any Lot.
- (m) "PLAT OF SUBDIVISION" OR "PLAT". Shall mean and include, collectively: (i) the plat of subdivision for Walkup At The Park Unit One, as recorded in the Office of the Recorder of Deeds of McHenry County, Illinois on Nov. 1, 1989 as document no. 1999 R0075300, and (ii) one or more subsequently recorded plats of subdivision relating to additional portions of the Real Estate to be improved as part of the Walkup at the Park Subdivision.
- (n) "PRELIMINARY PLAN". Shall mean the Revised Preliminary Planned Unit Development Site Plan prepared by Henderson and Bodwell, dated FEBRUARY 23, 1999, and most recently revised AUGUST 19, 1998, as approved by the City which depicts the Real Estate as subdivided into Common Areas

and Lots, and subsequent amendments and revisions thereof.

- (o) "RPUE" Restricted Public Utility Easement.
- (p) "SINGLE FAMILY". Shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of persons not all so related, maintaining a common household in a Dwelling.
- (q) "STRUCTURE". Shall mean any building or other improvement erected or constructed that is more or less permanently located on or in the ground, or attached to something having a permanent location on or in the ground.
- (r) "TURNOVER DATE". Shall mean the dates that voting control of the Association is transferred from the Declarant to the Owners. This shall occur upon the earlier of:
 - (i) Four (4) months after title to ninety-five percent (95%) of all the Lots included in Phase I and all future Phases have been conveyed by Declarant.
 - (ii) Such Time that Declarant may elect to transfer control of the Association to the Owner.

ARTICLE III

Restrictions Governing Improvements

Section 1. Improvements Generally. No structure, landscaping or other improvements shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Article III and the provisions of Article IV and X hereof.

Section 2. Permitted Structures. Except as may be limited by ordinance or other pertinent regulations of the City there shall at no time be constructed or maintained on any one Assessable Lot any Structures, either permanent or temporary, other than (a) one Dwelling, (b) any decks, patios, playground equipment, storage facilities that are in compliance with City ordinances or other pertinent regulations provided prior written consent is obtained from the Board of Directors of the Association, (c) one garage attached to a Dwelling capable of storing up to three (3) automobiles, and (d) such temporary structures or facilities as may be necessary for the construction of the above improvements (it being expressly understood that such temporary structures or facilities shall be removed promptly upon the completion of the construction of the improvements for which their maintenance on the Assessable Lot where

required). The provisions of this section shall not be construed to prohibit Declarant from maintaining any sales offices or trailers, parking areas, sales facilities, signs, construction trailers, structures or facilities on any portion of the Property, which right is hereby expressly reserved by Declarant.

Construction of fences, sheds, trees in Restricted Public Utility Easements (RPUEs) or in Drainage Easements Emergency Overland Flood Routes (DEEOFRs), or in Municipal Utility Easements and Stormwater Detention Areas are prohibited.

ARTICLE IV Use and Restrictions

Section 1. Generally. All Assessable Lots on the Property shall be used for single-family residential purposes only; provided, however, that Declarant reserves the right to use Lots and Dwellings for sale or display purposes.

All Structures shall be of new construction and no subsequent construction, other than for single-family detached housing and garages, shall be built on any Assessable Lot previously developed with a Dwelling. No vehicle, outbuilding or Structure other than a Dwelling, as defined herein, shall be used as a residence, either temporarily or permanently, on any part of the Property.

No industry, business trade, occupation or profession of any kind, whether commercial or otherwise designed for profit or non-profit, in violation of any City ordinance or other pertinent regulations, shall be conducted, maintained or permitted in any Dwelling or Structure located on the Property, except for business of home sales and construction as operated by the Declarant or its agents.

Section 2. Vehicles. No boat, airplane, trailer or house trailer shall be stored permanently or temporarily in the open on any of the Property, with the exception of conventional passenger vehicles of Owners and their tenants and guests, which shall be permitted to be parked on the respective driveways of Owners, and the temporary construction and sales trailers used by the Declarant or its agents.

Section 3. Fences. No perimeter fence or similar enclosure shall be constructed with a height of more than six (6) feet, nor in violation of any City Ordinance. No perimeter fence of any height shall be constructed of metal. For example and not by way of limitation, metal shall include, chain link, wire mesh, barbed wire, chicken wire and any material similar thereto.

Section 4. Sanitation. The Common Area shall be kept free and clear of all rubbish, debris and all other unsightly materials, and no waste shall be committed thereon. All rubbish, trash or garbage shall be kept indoors so as not to be seen from Dwellings and streets and shall be regularly removed from the Property and shall not be allowed to accumulate thereon; provided, however, that garbage cans may be kept along the sides and rears of the Dwellings as long as they are maintained in a sightly condition. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 5. Signs and Billboards. No advertising signs, billboards, objects or unsightly appearance or nuisances shall be erected, placed or permitted to remain on the Property except:

- (a) Signs and billboards used by Declarant during the sale of Lots and Dwellings;
- (b) One sign, per Assessable Lot, which bears the words "For Sale" or "For Rent" and measures no more than three (3) square feet.

Any signs or billboards permitted under this Section 5 must comply with City, County, State and Federal ordinances and statutes.

Section 6. Activities. No noxious or offensive activity shall be conducted upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

- (a) The maintenance of unsightly plants or under-brush or plants breeding infectious diseases or noxious insects;
- (b) The burning of refuse outside of a Dwelling;
- (c) The hanging of laundry or other articles on any Lot in a manner which causes such laundry or articles to be visible from any other part of the Property;
- (d) The raising, breeding or maintenance of any livestock, poultry, or animals on any Lot. The keeping of household pets shall be subject to compliance with all City ordinances.

Section 7. Conduits. No lines or wires for communication or transmission of electric currents or power shall be constructed, placed or permitted to be maintained anywhere on the Property, other than within

Structures or attached to Structure walls, unless the same shall be contained in conduits or approved cables construed, placed and maintained underground.

Section 8. Satellite Dishes. No satellite dish or device may be erected on any Assessable Lot unless:

- (a) The dish or device is erected in the backyard of any Lot;
- (b) The diameter of the dish or device is no more than three (3) feet; and
- (c) Prior written consent is obtained from the Board of Directors of the Association or by an architectural committee as appointed by the Board as provided in Article IX.

Section 9. Construction. No development, construction or removal of any improvement located on the Common Area shall be initiated without the written consent of the Board of Directors of the Association and the City of Crystal Lake. Notwithstanding the foregoing, no activity shall be undertaken on the Common Area which would impair the structural integrity of any Structure located on the Property.

Section 10. Board Authority. The Board of Directors of the Association shall adopt such other rules and regulations, from time to time, which govern the use and enjoyment of the Common Area, as the Board, in its sole discretion, deems appropriate or necessary.

ARTICLE V

Walkup at the Park Homeowner's Association

Section 1. Creation and Purpose. An Illinois not-for-profit corporation known as Walkup at the Park Homeowners' Association, Inc., (the "Association",) shall be formed, the purposes of such Association shall be: to insure high standards of maintenance and operation with respect to Property preserved by Declarant for the Common Area; to insure the provision of services and facilities which shall benefit all residents of the community; and, to generally maintain and promote the desired character of Walkup at the Park.

Section 2. Powers and Duties of the Association. The Association, through its Board of Directors, shall have the following powers and duties:

- (a) The ownership, maintenance, and management of the Common Area and all facilities, improvements and landscaping described on the approved landscape plan

thereon, and all other property acquired by the Association or property which the Association agrees to maintain.

- (b) The authorization to employ a manager or any other persons necessary for the operation of the Property, and to contract with independent contractors or managing agents for the performance of all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association convened after said appointment.
- (c) The establishment and maintenance of a working capital and contingency fund in an amount to be determined by the Board.
- (d) The maintenance of all storm water detention areas, including plantings, and easements, underground pipes and appurtenant structures within RPUEs and MUEs, along with entry signage and facilities located on the property in accordance with the engineering requirements promulgated by the City.
- (e) The maintenance of landscaping, signs, monuments, fencing, retaining walls, landscape watering systems, lighting and other improvements located at the entranceways to the Property, as well as any other locations that such improvements may be installed by either Declarant or the Board.
- (f) The maintenance of any vacant or unimproved property, which shall include landscaping of, and removal of rubbish from such property, as well as the performance of any acts deemed to be necessary or desirable to keep the vacant properties and parkways of Walkup at the Park neat in appearance and in good working order. Said responsibilities shall be completely within the description of the Board and shall not extend to any Lot or other portion of the Property owned by Declarant.
- (g) The improvement of Association property and the provision of such other facilities and services may be authorized, from time to time, by the affirmative vote of at least two-thirds (2/3) of the total number of the votes entitled to be cast by

the Class A and Class B Members which collectively attend any meeting properly convened; provided, however, that any such action so authorized shall always be for the express purpose of keeping Walkup at the Park a highly desirable residential community.

- (h) The exercise of all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members, by the Articles of Incorporation, the Declaration or By-Laws.
- (i) The Homeowners Association shall agree to use its best effort to preserve and maintain the wetland plantings located in stormwater detention areas in furtherance of the purposes provided herein, including but not limited to, the preparation of a management plan subject to the approval of the City of Crystal Lake, and not inconsistent with the provisions of these Declarations. The Homeowners Association shall perform certain acts, including but not limited to the following in accordance with the management plan which shall be conducted by the Homeowners Association at their costs and expenses, subject to all federal, state and local statutes and ordinances.
 - (i) conduct controlled burning of grass and foliage on the wetlands in order to eliminate undesired plants not naturally common to the wetlands. This burning shall concur as appropriate in accordance with the management plan, but not so as to cause a nuisance and shall occur only after thirty (30) days written notice as provided to the City of Crystal Lake.
 - (ii) plant vegetation which is native to and supportive of the wetland plantings, but not to impair the view of the wetlands and detention areas from the residences.
 - (iii) eliminate or otherwise remove any aquatic vertebrae which constitute a nuisance or are not naturally common to the wetland/detention areas.

Section 3. Board of Directors and Officers. The Association shall have a Board of not less than five (5) directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the corporate charter or By-Laws and that the first Board and

subsequent Boards (until the Turnover Date) shall be appointed by the Developer and shall be three (3) in number. The Association shall have such officers as shall be appropriate, from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Board and who shall manage and conduct the affairs of the Association, under the direction of the Board. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time, and its officers, under the direction of the Board, and shall not be subject to any requirements of approval on the part of its Members. The corporate charter and By-Laws of the Association may include such added provisions for the protection and indemnification of its officers and directors as shall be permissible by law. The directors and officers shall not be liable to the Owners or to others for any mistake of judgment or any acts or omissions made in good faith in their capacity as directors or officers of the Association. Each director and officer shall be indemnified and held harmless from any liability which arises out of contracts entered into on behalf of the Owners of the Association, unless such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. In the event liability does result from such a contract or from any acts of a director or officer of the Association, the Owners shall assume such liability to the extent that it is not covered by insurance. The liability of the Owners, however, shall be limited to their proportionate share of the total liability.

Section 4. Membership. Every person or entity who is the record Owner of a fee or an undivided fee interest in any Lot shall, upon the vesting of such interest and without any further act, be a "Member" of the Association, subject to (a) the rights and obligations provided herein, and (b) the Articles of Incorporation and the duly enacted By-Laws of the Association. The presence at any membership meeting of any one of several co-Owners of any given Lot shall be deemed to constitute the presence of a quorum relative to any matter before the meeting, except as otherwise provided for herein. The foregoing is not intended to include persons or entities who hold an interest merely for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership, and membership shall cease upon termination of such ownership.

Section 5. Voting. The Association shall have two classes of voting membership:

Class A. Class A Members shall be those Members of the Association other than Declarant, except as Declarant may qualify for Class A membership as provided herein. Each Class A Member shall be entitled to one (1) vote on each matter submitted to a vote of the Members for each Lot owned by that Member; provided that where title to a Lot is in more than one person, such co-

Owners acting jointly shall be entitled to only one (1) vote, and in no case shall more than one (1) vote be cast for any one Lot.

Class B. The sole Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each of the Lots that Declarant owns.

ARTICLE VI Maintenance Assessments

Section 1. Covenant for Maintenance Assessments. Each Owner of an Assessable Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance, shall be deemed to covenant and agree to pay to the Association: (a) regular assessments or charges, and (b) special assessments for capital improvements and unforeseen expenses. All such assessments are to be established and collected as hereinafter provided by this Declaration, as well as by the Articles of Incorporation and By-Laws of the Association.

Section 2. Purpose and use of Assessments. All assessments levied by the Association shall be for the purpose of insuring the high standards of maintenance and operation of the Property reserved or conveyed by Declarant of the common use of Property reserved or conveyed by Declarant for the common use of all residents and Owners, and, in general, to promote the desired character of the Property. Such purposes and uses of assessments shall include, but not be limited to, the cost of covering all taxes, insurance, and expense related to the repair, replacement and maintenance of the Common Area; any charges incurred in connection with storm and sanitary sewer facilities which originate from the Property; expenses associated with the maintenance and upkeep of the Property; all equipment purchases approved by the Association; and any other charges required by this Declaration or charges which are determined to be necessary or desirable by the Board of Directors for achieving the primary purposes of the Association.

Section 3. Assessment Procedure – Regular Assessments. Until further direction of the Board the Owner shall pay Three Hundred dollars (\$300.00) annually. From and after December 31, 1992, the regular assessments shall be determined by the affirmative vote of at least two-thirds (2/3) of the Board of Directors of the Association, as provided in this Declaration and the By-Laws of the Association, but no such increase shall exceed twenty percent (20%) of the previous year's regular assessment without the affirmative vote of at least two-thirds (2/3) of the total number of votes entitled to be cast by the Class A and Class B Members which collectively attend any meeting properly convened.

On or before January 1st, of each year, commencing January 1, 2000, and pursuant to the By-Laws of the Association, the Board of Directors shall

hold a meeting or meetings for the purpose of: (a) estimating all expenses provided for in Section 2 of this Article VI; (b) fixing the amount assessed against the individual Assessable Lots for the forthcoming year; and (c) establishing the date(s) that such assessments or installments thereof shall be due and payable to the Association. If such a meeting is not held, the fixed amount shall be equal to the annual assessment of the proceeding year. Should the Board of Directors fail to establish payment dates, all regular assessments shall be due in twelve (12) equal installments on the first day of each month of the year for which they are assessed. The annual assessment on Assessable Lots added through annexation shall commence on the first day of the month following annexation of such property.

Any regular assessments may include a reasonable reserve fund which may be allocated for the costs of maintaining and improving the Common Area, landscaping as defined in Article V, Section 2, signs, monuments, plantings in common areas, fencing, bike paths, storm drainage and detention facilities, capital improvements, entrance improvements and any other purposes contemplated in Section 2 of this Article VI. Any allocation of reserve funds shall be made upon the affirmative vote of two-thirds (2/3) of the Board of Directors, which vote shall be taken at a meeting called for that purpose, as provided in the By-Laws of the Association.

The Board of Directors shall prepare an itemized list of all estimated expenditures, and give written notice of the assessment to every Owner subject thereto.

Section 4. Assessment Procedure – Special Assessments. Special assessments may be levied by the Association to defray the cost, in whole or in part, of any capital improvements or unforeseen expenses. For purposes hereof, capital improvements shall include the construction or reconstruction, or unexpected repair or replacement, of any capital improvements situated in the Common Area. In contrast, unforeseen expenses shall include any items omitted from the list of estimated expenditures that is prepared by the Board of Directors in accordance with Section 3 of this Article VI.

In the event that the Board of Directors determines that a need exists for levying a special assessment as herein provided, the Board shall adopt a resolution which sets forth the following information for the proposed special assessment: the purpose of the assessment; the amount of capital required therefor; the time period allowed for collection of said capital; and the anticipated due dates for payment of the assessment. Thereafter, the Board of Directors shall call a special meeting of the Association to vote on said resolution. All special assessments must be approved by at least a two-thirds (2/3) vote of the total number of votes entitled to be cast by the Class A and Class B Members which collectively attend any meeting properly convened.

Section 5. Allocation and Payment of Assessments. Both annual and special assessments must be fixed at a uniform rate for all Assessable Lots, except as may be otherwise provided in this Declaration.

Prior to the Turnover Date, Declarant shall have the obligation to maintain the Common Area, as well as all signs and monuments located thereon, and shall, at its option, pay all expenses associated therewith, including, without limitation, the cost of any required capital improvements or real property taxes payable in connection with said Common Area. Declarant shall have the right to obtain reimbursement for such costs and expenses from the Association. All dwellings and lots owned by Declarant shall be maintained at its own cost and therefore, no assessments will be due from Declarant until an occupancy permit is issued for the Lot.

For all Lot Owners other than Declarant, assessment or any installments thereof shall become due and payable on the scheduled dates for payment of such assessments, commencing with the month during which a Lot is conveyed, transferred or leased by Declarant to the Owners thereof. If a conveyance, transfer or lease occurs after the scheduled date for payment of an assessment, such assessment or any installment thereof shall become due and payable upon such conveyance, transfer or lease, without proration.

Section 6. Non-Payment of Assessments. Any assessment, regular or special, which is not paid on a scheduled payment date shall be considered delinquent. Such a delinquency shall be a continuing lien and an equitable charge which runs with the land touching and concerning the Assessable Lot held by the existing Owners thereof, as well as the heirs, devisees, personal representatives, assigns, successors and grantees of such Owners.

Should title to any Assessable Lot be held by more than one Owner, all Owners shall be jointly and severally liable for the payment of assessments due thereon. In addition to attaching to the land, a lien for a delinquent assessment shall attach to all rents owed from parties which are in possession of any Assessable Lot. Any such lien, however, shall be subordinate to an assignment of rents that is held by a mortgagee, if such assignment was delivered in connection with a first mortgage loan on the Property.

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at three percent (3%) over the Prime Rate as stated in the Wall Street Journal, hereinafter referred to as "Prime Rate":

The Association may recover any delinquent assessment by bringing an action at law or in equity against the then existing Owners personally obligated to pay the same, or foreclose the lien attached to the Assessable Lot and

Dwelling situated thereon. Such recovery shall include interest, cost reasonable attorney's fees incurred in connection with any such action.

The venue for all actions at law provided for in this Article VI shall be in McHenry County, Illinois. The persons in possession of any Dwelling shall be authorized to accept a summons on behalf of the Owners thereof.

No Owners may waive or otherwise escape liability for the payment of any assessments provided for herein by alleging non-use of the Common Area or abandonment of their Assessable Lots and/or the Dwelling situated thereon.

Section 7. Subordination of Lien. Any lien for the recovery of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed that is placed upon the Lot and Dwelling situated thereon for the purpose of purchasing the same. The automatic subordination of such liens shall apply only to those assessments which arise subsequent to the creation of the lien of the first mortgage or first trust deed. The sale or transfer of any Assessable Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lieu thereof, shall extinguish the lien of any assessments which become due and payable prior to such sale or transfer. However, such sale or transfer shall not relieve the Owners of the Assessable Lot from liability for any assessments or installments which become due thereafter.

Section 8. Real Estate Taxes. After the Turnover Date, the Association shall be obligated to pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to the Common Area. Prior to the Turnover Date, such taxes and assessments shall be the obligation of the Declarant in accordance with the provisions of Section 5 of this Article VI.

Section 9. Dissolution. All Owners hereby covenant and agree that in the event the Association herein provided for shall be dissolved, all restrictions and obligations set forth remain in full force and effect. If this event should occur, the City shall be notified and the individual homeowners shall bear the responsibility of the Homeowners' Association Maintenance duties as specified herein.

Section 10. Exempt Property. Notwithstanding anything to the contrary contained herein, the following properties subject to this Declaration shall be exempt from the assessments provided for herein:

- (a) All properties dedicated to any local public authority and granted to or used by a utility company, regardless for the property so dedicated including but not limited to streets and right-of-ways.

- (b) All Lots and Dwellings owned by the Declarant, including those which are used by Declarant, at any time, as a model home or office.
- (c) The Common Area, as defined in Article II hereof.

ARTICLE VII Insurance

The Board of Directors of the Association shall have the authority to and shall obtain comprehensive public liability insurance, in such limits as it shall deem desirable. Such insurance shall include coverage for liability related to the injury or death of any persons, property damage, workman's compensation claims, and any other liabilities or claims which are deemed to be worthy of protection. The policy or policies purchased shall insure the following: each Owner; the Association and its officers; members of the Board; the Declarant; and any employees and agents of the aforementioned parties. In addition, the policy or policies shall protect the officers of the Association and the members of the Board from liability from all actions which are performed in good faith, but which are beyond the scope of the respective authority of such Officers and Board Members. Such insurance coverage shall also include cross liability claims brought by one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses, payable out of the proceeds of the assessments required by and collected in accordance with Article VI hereof. The Association shall be further responsible for the procurement and maintenance of insurance policies for the Common Area, covering any loss or damage caused by fire or any other hazards contained in customary fire and extended coverage policies, including, without limitation, damage caused by vandalism and malicious mischief. The Board is further authorized to arrange for the attachment of any endorsements to the insurance policies purchased which are deemed to be prudent and in the best interests of the Association. Upon request, the Board shall provide the City with copies of all certificates of insurance or any other adequate evidence of the insurance that the Association is required or authorized to maintain by the provisions hereof.

ARTICLE VIII Rights Reserved to Declarant

Section 1. Until each of the various Lots shall have been conveyed by the Declarant to the first Owners thereof (or to the nominee of such Owners), the Declarant shall, with respect to each such unsold Lot, retain all rights of ownership that would otherwise be granted to such Owners.

Section 2. Until the Turnover Date, Declarant, as well as its successors and assigns, shall retain the right, at any time and from time to time, to add additional portions of Real Estate to the Property encumbered by these Covenants. Declarant shall be responsible for any costs or expenses incurred in connection with the Real Estate, until such time as Declarant conveys such Real Estate either to subsequent Owners or to the Association.

Section 3. Until the Association is organized and assumes its duties and powers hereunder, the Declarant shall have all of the rights, powers, duties and obligations granted herein to, or imposed upon, the Association and shall be authorized and empowered to take any actions that the Board would have been authorized and empowered to take if the Association had been in existence. Similarly, until the initial meeting of the Members, the Declarant shall appoint the Board of Directors of the Association. Such Board shall have the same powers and authority as the Board that shall be appointed by the Members pursuant to the terms of this Declaration.

Section 4. At all times, Declarant shall be entitled to conduct sales of Lots and Dwellings from the Property. In connection therewith, Declarant, as well as, its agents, employees, guests and invitees, shall have the right to utilize roads, streets, Common Areas and all other portions of the Property, Declarant is further authorized at all times, to utilize signage, flags, posters, and lighting, as well as to establish sales offices and model homes as required.

ARTICLES IX Architectural Controls

The purpose of the architectural controls provided for herein is to secure an attractive, harmonious residential development, with continuing appeal. With the exception of interior alterations, no building or other structure, improvement or landscaping shall therefore be commenced, erected or maintained, nor shall any additions or alterations be made thereto, including exterior color changes, until the plans have been approved by the Board of Directors or by an architectural committee composed of three (3) or more Members appointed by such Board. Such plans and specifications shall include the following information regarding the proposed improvement: the nature, kind and shape of the improvement; its dimensions; the materials from which the improvement shall be constructed; the color selected therefor; the location of the improvement relative to the Lot upon which it shall be erected; the affect that the improvement shall have upon the grading and landscaping plans of the Lot; and the estimated cost of such improvement. In the event that the Board or its delegated committee fails to approve or disapprove such plans within thirty (30) days of specifications having been submitted for approval, approval will not be required and this Article IX will be deemed to have been fully complied with. Notwithstanding the foregoing, Declarant shall not be required to submit its plans for any improvement to the Architectural



Review Committee for approval. In addition, no changes or alterations in landscaping or grading may be made without the approval of the City, even though the Board of Directors may approve such changes.

ARTICLE X Easements

Section 1. Utility and Drainage Easements. Certain portions of the Common Area shall be subject to: (i) utility easements for sewer, water, gas cable television, electricity, telephone and any other necessary utilities; and (ii) drainage easements. If such utilities or walking paths are not installed or easements for the same are not described prior to conveyance of the Common Area, or if additional easements of a comparable nature become necessary at a later date in order to effectuate the intent of the easements theretofore granted, the Declarant hereby reserves the right to grant the same at a later time.

Section 2. Landscaping. Declarant hereby reserves unto itself an assignable easement for the planting and maintenance of trees, shrubs, grass and any other landscaping located on the Common Areas, subject to the approved landscape plan and as restricted herein and on the final plat of subdivision.

Section 3. Recorded Easements. In addition to such other existing recorded and unrecorded easements as may affect the Real Estate or the Plat of Subdivision, Declarant has:

- (a) granted an easement to utility companies and their respective successors and assigns within the area as shown by broken lines on the Plat and marked "Public Utility Easement" or other labeled easements to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the subdivision with City approval for telephone, gas and electric service; the right to use the streets with City approval of the subdivision for said purposes; the right to enter upon the Lots at all times to install, lay, construct, renew, operate and maintain said pipes, conduits and other underground equipment within the easement area; and the right to cut down and remove any trees, shrubs or saplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. Declarant is prohibited from modifying detention areas except with prior approval of the City. Declarant is also prohibited from erecting any sheds, fences, structures or plantings except grass in or on storm water detention areas, RPUEs, MUEs, easements or structures, except for

City approved entry signage unless prior written consent of the City is secured; and

- (b) in the event the Association fails to make repairs to or maintain items as contained herein including but not limited to, the storm water detention area surface, structures or pipes located on the Plat, ("Storm Water Detention Easement") then an Easement is hereby reserved for and granted to the City of Crystal Lake to take such corrective measures to repair or maintain such Storm Water Detention Easements. It is agreed, however, that such rights and easement shall not be available to the City of Crystal Lake until notice is sent to the Association, requesting that such repairs or maintenance be performed and said Association fails to make such repairs and/or perform such maintenance with fifteen (15) days after receiving such notice. In case of emergency, the City shall have the right to take immediate corrective action and shall notify the Association of the same as soon as practical. In the event the City makes such repairs or performs such maintenance, the City shall have the right of reimbursement from the Association and shall further have the right to place a lien against the property until the City is reimbursed for the work performed. Any work performed by the City pursuant to this covenant and easement shall not vest any rights of ownership or responsibility for the continued maintenance of the Storm Water Detention Easements. Furthermore, the City of Crystal Lake maintains the perpetual right and easement to drain public streets into privately maintained storm sewers and detention areas as may be located or shown on the Plat.

Section 4. Maintenance of Common Area. Declarant hereby grants and conveys to the Association a non-exclusive easement and uninterrupted right over, upon and under the Property for the purpose of maintaining and operating the Common Area and all facilities and improvements located thereon, including, but not limited to, landscaping, signs, monuments, fencing at the railroad tracks, bike paths, retaining walls, non-public irrigation systems and lighting situated on said Common Area.

Section 5. Encroachments. If any portion of the Common Area that is owned and/or maintained by the Association encroaches upon any Assessable Lot, or if any part of an Assessable Lot encroaches upon any portion of the Common Area or any other Assessable Lot as a result of the construction, repair, reconstruction, settlements or shifting of any structure, a valid mutual easement shall exist in favor of the Association and the respective Owners involved to the extent of the encroachment. However, a valid easement shall

not exist in favor of any Owner who creates an encroachment through intentional, willful or negligent conduct, which conduct shall include the acts of any agent or employee of such Owner.

ARTICLE XI General Provisions

Section 1. Covenants to Run with the Land. Each grantee who accepts a deed of conveyance from Declarant, as well as each Purchaser who enters into a contract with Declarant for such a deed, shall be subject to all restrictions, conditions, covenants, reservations, liens, charges, stipulations regarding jurisdiction, rights and powers which are created or reserved by this Declaration. Accordingly, all rights, benefits, powers and privileges of every nature which are hereby granted, created, reserved or declared and all restrictions, conditions, covenants, reservations and obligations which are imposed hereunder, shall be deemed and constructed as covenants running with the land, and shall bind each and every person, as though the provisions of this Declaration were recited in full in each deed of conveyance, mortgage, trust deed or other document evidencing ownership of a Lot in Walkup at the Park. To this effect, reference Declaration shall be sufficient to vest the respective grantees, mortgagees and trustees of Lots in Walkup at the Park with the rights, privileges and easements granted and created hereunder as fully and completely as through such provisions were recited in their entirety in each of the aforementioned documents.

Section 2. Perpetuities. If, and to the extent that, any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or which otherwise imposes limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure for only twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Rose Fitzgerald Kennedy mother of the former President John F. Kennedy, who are living at the date of this Declaration.

Section 3. Enforcement. Declarant, as well as each Owner of an Assessable Lot, shall, from time to time, have the right jointly and separately, to file suits for the procurement of a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observation of, any of the Covenants set forth in this Declaration, in addition to the right to bring any ordinary legal action for damages incurred as a result of such breach. Furthermore, at any time that a Structure is built (or is being built) on an Assessable Lot in Walkup at the Park and such structure is and remains in violation of any of the covenants hereinabove set forth, for a period of thirty (30) days after the Owners of said Lot actually receive written notice of such violation from

Declarant or the Association, from Declarant or the Association by the Owner of such Assessable Lot, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violations exists and to summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed to be a trespass. Moreover, under no circumstances shall the failure of Declarant, the Association or any Owners to enforce any of the covenants herein set forth regarding the enforcement a particular violation be deemed to be a waiver of the right to do so thereafter.

Section 4. Amendment. Subject to the provisions of Section 7 of this Article, the record owners in fee simple of the Lots in Walkup at the Park may revoke, modify, amend or supplement, in whole or in part, any or all of the covenants and conditions contained in this Declaration and may release, from any part or all of the covenants, all or any part of the real Property subject thereto. Any such change(s) shall be effective at any time, if the following conditions are met: (i) so long as Declarant owns any Lots in the Development, the Declarant consents thereto; (ii) there shall be an affirmative vote of at least two-thirds (2/3) of the total number of votes entitled to be cast by the Class A Members which attend any meeting properly convened; (iii) the change(s) are set forth in a written instrument (a) executed and acknowledged by Declarant, if made prior to the Turnover Date, or (b) executed and acknowledged by each of the consenting Owners and certified by the Secretary of the Association, if made after the Turnover Date; and (iv) the change(s) are recorded in the Office of the Recorded of Deeds of McHenry County, Illinois. Notwithstanding, the Declarant may make any such change(s) in its sole and absolute discretion without the approval of the Association prior to the Turnover Date. However, if any amendments to the Declaration shall affect the rights of the City as set forth herein or in any existing City ordinance, the amendments must be approved by the City.

Section 5. Special Amendment. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration with prior approval of the City at any time and from time to time for the following reasons: (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently aforementioned agencies or entities; (ii) to induce any of the aforementioned agencies or entities to issue, purchase, sell insure, or guarantee first mortgages for Lots in Walkup at the Park; (iii) to correct clerical or typographical errors in this Declaration, or in any Exhibit, supplement, or amendment thereto; or (iv) to include additional portions of the Real Estate as Property encumbered by these Covenants. In addition, a Special Amendment

shall be deemed to include, until the Turnover Date, any amendment to this Declaration which Declarant elects to record, at any time and from time to time, for any other purposes, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by such Owners pursuant to this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to enact, approve or consent to a Special Amendment on behalf of each Owner, as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other document evidencing ownership of a Lot, and the acceptance thereof, shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to enact, approve, execute and record Special Amendments. The right of the Declarant to act pursuant to the provisions of this Section shall terminate at such time as the Declarant no longer holds or controls title to any Lot in Walkup at the Park.

Section 6. Construction. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development.

Section 7. Titleholding Trust. In the event title to any Lot is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time, shall remain responsible for the payment of all obligations, liens of indebtedness chargeable against such Lot as well as for the performance of all agreements, covenants and undertakings or created under this Declaration. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation created hereunder and the trustee shall not be required to sequester funds or trust property to pay in whole or in part, any such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien against the Lot and the beneficiaries of such trust, regardless of any transfer of the beneficial interest of any such trust or any transfer of title to such Lot.

Section 8. Common Area Control. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Declarant shall reimburse the Association, on a pro rata basis, for such real property taxes. Moreover, Declarant shall, no later than the Turnover Date, convey that portion of the Common Area which is not dedicated to the City to the Association. 

Section 9. Captions and Headings. All articles and section headings set forth herein are intended for convenience of reference only and shall not be construed to have any substantive effect on the provisions of this Declaration.

Section 10. Covenant in Event of Dissolution of Association. All Owners hereby covenant and agree that in the event the Association herein provided for shall be involuntarily dissolved, the vote of the majority of Owners shall determine the actions that will be taken as a result thereof. All Owners covenant and agree that no action will be taken with respect to the Homeowners' Association's maintenance duties referred to in Article V, Section 2 without the prior written consent of the City.

Section 11. Severability. If by legislation, judgment or court order, any portion of the covenants, restrictions, easements, conditions, reservations, liens or charges imposed by this Declaration shall be found to be unconstitutional, invalid, or unenforceable, such determination shall in no way affect any other provisions of this Declaration and all provisions of this Declaration not so affected shall remain in full force and effect.

Section 12. Filing Current Addresses. Each owner of a Lot shall file his or her correct mailing address with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner, whenever notices are required in this Declaration.

Section 13. Directors and Membership Meetings and Notices. All meetings of the Board of Directors or membership of the Association shall be called and conducted pursuant to the Articles of Incorporation and By-Laws of said Association, except as such By-Laws are expressly modified by the terms hereof.

Section 14. Covenant to Rebuild. In the event that it is necessary to rebuild any one or more Dwellings, whether by reason of fire, casualty or other occurrence, all Owners covenant that such reconstruction shall be executed in accordance with the original plan of development, executed as closely as possible, with all other existing Dwellings.

Section 15. Construction and Application. The singular shall include the plural, for purposes hereof, and the masculine, the feminine or neuter wherever it is so required, and vice verse.

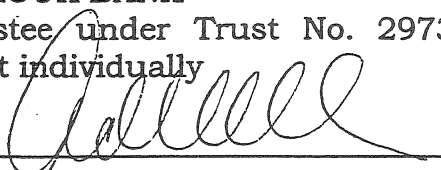
Section 16. City Ordinance and Regulations. This Declaration shall be governed by the local ordinances and regulations of the City. Nothing herein contained shall be construed to violate any local ordinance or regulation of the City or any other written agreement made between the City and the Declarant.

THIS DECLARATION is executed by OAK BROOK BANK, not personally but solely as Trustee of aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and OAK BROOK BANK hereby warrants that it possesses full power and authority to execute this instrument), and solely for the purpose of subjecting only that portion of the trust property specifically described herein to the terms of this Declaration. It is expressly understood and agreed by every person, firm, corporation, trust or other entity hereafter claiming any interest under this Declaration that any and all obligations, duties, covenants and agreements of every nature herein set forth by OAK BROOK BANK, as Trustee as aforesaid, to be observed and performed, if any, are intended to be observed, performed and discharged by the beneficiaries under said Trust No. 2973 of their successors, and not by OAK BROOK BANK personally, and no personal liability hereunder whatsoever is assumed by, nor shall be asserted or enforced against said Trustee, all such liability, if any, being expressly waived; and further, that no duty shall be imposed upon OAK BROOK BANK, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this Declaration. In the event of a conflict between the provisions of this paragraph and any other provisions of this Declaration on any question of apparent liability or obligation of said Trustee, the exculpatory provisions shall be controlling.

IN WITNESS HEREOF, the OAK BROOK BANK, as Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its duly authorized officers as of the date and year first above mentioned.

This instrument is executed by OAK BROOK BANK, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by OAK BROOK BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or its enforceability against OAK BROOK BANK by reason of any of the covenants, statements, representations or warranties contained in this instrument.

OAK BROOK BANK
as Trustee under Trust No. 2973
and not individually

By: 

Its: AUP & TO

ATTEST:

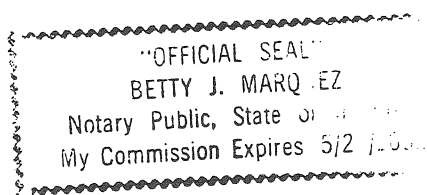
By: 

Its: VP & TO

STATE OF ILLINOIS)
)SS.
COUNTY OF McHENRY)

I, Betty Marquez, a Notary Public in and for the
County in the State aforesaid, DO HEREBY CERTIFY that Adriana
Oruchilis, the VP & TO ~~President~~ of OAK BROOK
BANK, and Shawn Nugent secretary of said Bank, who are personally
known to me to be the same persons whose names are subscribed to the
foregoing instrument as such TO & AV President and VP
secretary, respectively, appeared before me this day in
person and acknowledge that they signed and delivered the said instrument as
the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses
and purposes therein set forth; and the said _____
then and there acknowledged that he, as custodian of the corporate seal of said
Bank, did affix the corporate seal of said Bank to said instrument as the free
and voluntary act of said Bank, as Trustee as aforesaid, for the uses and
purposes therein set forth.

Given under by hand and notarial seal this 28th day of October
October, 1999.



[Signature]
NOTARY PUBLIC

THIS DOCUMENT WAS PREPARED BY & MAIL TO:
JOSEPH GOTTEMOLLER
MADSEN, SUGDEN & GOTTEMOLLER
Attorneys at Law
One N. Virginia Street
Crystal Lake, IL 60014

(815) 459-5152

Exhibit "A"
Legal Descriptions

PARCEL A:

PARCEL A-1: That part of the East half of the Northwest Quarter and that part of the West Half of the Northeast Quarter of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian described as follows: Commencing at the North Quarter corner of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian; thence N 89°16'37" E on the North Line of the Northeast Quarter of said Section, 1320.02 feet to the Northeast corner of the Northwest Quarter of the Northeast Quarter of said section; thence S 1°59'33" W, on the East line of the Northwest Quarter of the Northeast Quarter of said Section, 40.04 feet to the place of beginning; thence continuing S 1°59'33" W, along the East line of the Northwest Quarter of the Northeast Quarter, 156.08 feet; thence S 89°21'19" W, 494.50 feet; thence S 1°59'33" W, 300.00 feet; thence N 89°21'19" E, 21.75 feet; thence S 1°59'33" W, 160.00 feet to the South line of the North half of the Northwest Quarter of the Northeast Quarter of said section; thence S 89°21'19" W, along said South line of the North half of the Northwest Quarter of the Northeast Quarter, 184.20 feet to the Northeast corner of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of said section; thence S 1°43'45" W, along the East line of the Southwest Quarter of the Northwest Quarter of the Northeast Quarter of said section, 655.09 feet to the Southeast corner of said Southwest Quarter of the Northwest Quarter of the Northeast Quarter; thence S 89°26'03" W, along the South line of said Northwest Quarter of the Northeast Quarter of said section, 0.58 foot; thence S 1°59'33" W, 49.55 feet; thence S 89°26'03" W, along a line located 49.5 feet South of (as measured at right angles thereto) and parallel with the South line of said Northwest Quarter of the Northeast Quarter, 622.84 feet; thence S 1°27'54" W, parallel with the West line of the Southwest Quarter of the Northeast Quarter of said section, 625.09 feet to the Southwesterly corner of Park View Estates, being a subdivision recorded as Document No. 764551; thence N 89°25'24" E, 1271.57 feet along the South line of said Park View Estates to a point on the East line of the Southwest Quarter of the Northeast Quarter of said section, (said point is also the southeast corner of lands conveyed in Book 145 of Deeds, page 590); thence S 1°59'33" W, along said East line of the Southwest Quarter of the Northeast Quarter, 222.74 feet; thence S 89°26'02" W, along a line parallel with the North line of said Southwest Quarter of the Northeast Quarter, 340.00 feet; thence S 1°59'33" W, 140.00 feet along a line parallel with the East line of said Southwest Quarter of the Northeast Quarter to a point on the South line of the North 31 acres of said Southwest Quarter of the Northeast Quarter; thence S 89°26'03" W, 928.22 feet along the South line of said North 31 acres of the Southwest Quarter of the Northeast Quarter to the East line of the West 30 feet of the North 2345.76 feet of said Northeast Quarter; thence S 1°27'54" W, 0.56 foot along said East line of the West 30 feet of the North 2345.76 feet of said Northeast Quarter; thence S

89°16'37" W, 30.02 feet along the South line of said West 30 feet of the North 2345.65 feet of said Northeast Quarter to a point on the West line of said Southwest Quarter of the Northeast Quarter of said Section; thence S 1°27'54" W, 47.08 feet along said West line of said Southwest Quarter of the Northeast Quarter to a point on the Northeasterly right of way line of the Chicago and Northwestern Railway Company; thence N 53°50'58" W, 483.23 feet along the Northeasterly right of way of said railway; thence N 55°48'46" E, 146.75 feet; thence Northwesterly along a non-tangential curve having a radius of 800.00 feet as said curve is convexed to the Northeast, for an arc distance of 157.47 feet, (said curve having a chord bearing of N 39°43'08" W and a chord distance of 157.21 feet); thence N 44°38'33" E, 70.00 feet; thence N 14°55'07" E, 59.01 feet; thence N 1°27'54" E, 299.55 feet; thence N 15°59'42" E, 98.12 feet; thence N 21°15'31" E, 101.60 feet; thence N 38°27'15" E, 105.60 feet; thence N 66°14'04" E, 218.26 feet to a point located on the East line of the East half of the Northwest Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian; thence N 1°27'54" E, along said East line, 630.31 feet; thence N 84°23'46" E, 407.38 feet; thence N 65°57'15" E, 73.85 feet; thence N 15°09'49" W, 151.01 feet; thence Northeasterly along a non-tangential curve having a radius of 275.00 feet as said curve is convexed to the Southeast, for an arc distance of 38.26 feet (said curve having a chord bearing of N 70°51'01" E and a chord length of 38.23 feet); thence N 16°04'13" W, 102.20 feet to a point on the South right of way line of the Commonwealth Edison Company as described in Document No. 486466; thence N 79°27'59" E along said South Commonwealth Edison right of way line, 860.24 feet; thence N 89°16'37" E, 44.57 feet along said South Commonwealth Edison right of way line (said line being parallel with the North line of the Northeast Quarter of said section) to the place of beginning, (except any part falling within Crystal Ridge Unit One, being a subdivision of parts of the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northwest Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded December 12, 1989 as Document No.(89R42473), in McHenry County, Illinois.

PARCEL A-2: That part of the East half of the Northwest Quarter of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at the intersection of the East line of the East half of the Northwest Quarter aforesaid with the Northeasterly right-of-way line of the Chicago and Northwestern Railway Company; thence N 53°50'58" W along said right-of-way line, a distance of 483.23 feet for a place of beginning: thence N 55°48'46" E, 146.75 feet; thence Northwesterly along a non-tangential curve having a radius of 800.00 feet as said curve is convexed to the Northeast for an arc distance of 157.47 feet. (said curve having a chord bearing of N 39°43'08" W and a chord distance of 157.21 feet; thence N 44°38'33" E, 70.00 feet; thence N 14°55'07" E, 59.01 feet; thence N 1°27'54" E, 299.55 feet; thence N 15°59'42" E, 98.12 feet; thence N 21°15'31" E, 101.60 feet; thence N 38°27'15" E, 105.60 feet; thence N 66°14'04" E, 218.26 feet to a point located on the East line of the

East half of the Northwest Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian; thence N 1°49'56" E along said East line, 218.41 feet; thence N 75°19'29" W, a distance of 111.32 feet; thence S 75°35'09" W, a distance of 70.65 feet; thence N 73°50'18" W, a distance of 160.25 feet; thence S 16°09'42" W, a distance of 46.72 feet; thence S 42°14'17" W, a distance of 159.32 feet; thence S 39°43'00" W, a distance of 240.00 feet; thence S 16°30'46" W, a distance of 242.39 feet; thence N 53°28'59" W, a distance of 538.84 feet; thence Southwesterly along an arc of a circle convex to the Northwest, having a radius of 538.00 feet, the chord thereof having a bearing of S 22°16'04" W and a length of 53.65 feet, an arc-distance of 53.67 feet to a point of tangency; thence N 70°35'25" W, a distance of 190.00 feet; thence S 8°31'42" W, a distance of 112.94 feet; N 85°46'23" W, a distance of 30.01 feet to a point on the West line of the Northeast Quarter of the Northwest Quarter of Section 32, aforesaid; thence S 2°45'26" W along said West line, a distance of 200.10 feet to a point on the Northeasterly right of way line of the Chicago and Northwestern Railroad Company; thence S 53°28'59" E along said right of way line, a distance of 1151.93 feet to the place of beginning, in McHenry County, Illinois

PARCEL A-3: That part of the Northwest Quarter of Section 32, Township 44 North, Range 8, East of the Third Principal Meridian, described as follows: Commencing at the point of intersection of the East line of the Northwest Quarter of said Section 32 with the Northeasterly right-of-way line of the Chicago and Northwestern Railway Company; thence N 53°28'59" W (N 53°50'58" W deed) along said Northeasterly right-of-way line, a distance of 483.23 feet; thence N 56°10'45" E (N 55°48'46" deed), a distance of 146.75 feet; thence Northwesterly along an arc of a circle convex to the Northeast, having a radius of 800.00 feet. The chord thereof having a bearing of N 39°21'09" W (N 39°43'08" W deed) and a length of 157.21 feet, an arc-distance of 157.46 feet (157.47 feet deed); thence N 45°00'32" E (N 44°38'33" E deed), a distance of 70.00 feet; thence N 15°17'06" E (N 14°55'07" W deed), a distance of 59.01 feet; thence N 1°49'53" E (N 1°27'54" E deed), a distance of 299.55 feet; thence N 16°21'41" E (N 15°59'42" E deed), a distance of 98.12 feet; thence N 21°37'30" E (N 21°15'31" E deed), a distance of 101.60 feet; thence N 38°49'14" E (N 38°27'15" E deed), a distance of 105.60 feet; thence N 66°36'03" E (N 66°14'04" E deed), a distance of 218.29 feet (218.26 feet deed) to a point on the east line of the N.W. ¼ of section 32 aforesaid; thence N 1°49'56" E along said East line, a distance of 218.79 feet (218.41 feet deed) to the place of beginning; thence N 75°19'29" W, a distance of 111.32 feet; thence S 75°35'09" W, a distance of 70.65 feet; thence N 73°50'18" W, a distance of 160.25 feet; thence S 16°09'42" W, a distance of 46.72 feet; thence S 42°14'17" W, a distance of 159.32 feet; thence S 39°43'00" W, a distance of 240.00 feet; thence S 16°30'46" W, a distance of 242.39 feet; thence N 53°28'59" W, a distance of 538.84 feet; thence Southwesterly along an arc of a circle, convex to the Northwest, having a radius of 538.00 feet, the chord thereof having a bearing of S 22°16'04" W and a length of 53.65 feet, an arc-distance of 53.67 feet; thence N 70°35'25" W, a distance of 190.00 feet; thence S

23°03'02" E, a distance of 92.46 feet; thence N 30°19'57" E, a distance of 92.46 feet; thence N 37°36'51" E, a distance of 92.46 feet; thence N 35°33'47" E, a distance of 65.06 feet; thence N 24°06'59" E, a distance of 65.78 feet; thence N 12°40'11" E, a distance of 65.06 feet; thence N 1°13'23" E, a distance of 65.78 feet; thence N 5°03'43" W, a distance of 86.48 feet; thence N 5°19'17" E, a distance of 101.30 feet; thence S 78°37'18" E, a distance of 130.00 feet; thence Northerly along an arc of a circle, convex to the Northwest, having a radius of 350.00 feet, the chord thereof having a bearing of N 14°13'34" E and a length of 34.78 feet, an arc-distance of 34.79 feet; thence S 72°55'35" E, a distance of 186.98 feet; thence N 13°55'49" E, a distance of 3.57 feet; thence S 73°53'51" E, a distance of 251.37 feet; thence N 80°25'53" E, a distance of 260.45 feet; thence S 78°06'39" E, a distance of 118.30 feet; thence S 56°37'05" E, a distance of 118.89 feet; thence S 33°40'29" E, a distance of 111.28 feet to a point on the East line of the N.W. ¼ of Section 32, aforesaid, which point is 1698.37 feet N 1°49'56" E of the place of commencement; thence S 1°49'56" W along said East line, a distance of 224.77 feet to the place of beginning in McHenry County, Illinois.

PIN # Parcel A: 14-32-126-004, 14-32-176-004, 14-32-176-008, 14-32-201-003, 14-32-201-004, 14-32-201-005, 14-32-201-009, 14-32-201-014, 14-32-201-016, 14-32-251-025 Parcel A-1: 14-32-176-012, 14-32-176-007 and 14-32-176-009 Parcel A-2 and 14-32-126-007, 14-32-176-010 and 14-32-176-001 Parcel A-3.

PARCEL B:

Lots 1 & 2 in Block 2 of Walkup Parkview Subdivision as recorded on April 27, 1957 in Plat Book 13, page 15 as document no. 322264 McHenry County, Illinois.

PIN #14-32-202-01, 14-32-202-02

PARCEL C:

The South 208.33 Feet of the North 257.83 Feet of West 1065.10 Feet of the Southwest Quarter of the Northeast Quarter of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian, (excepting therefrom the West 30 feet thereof) in McHenry County, Illinois.

PIN #14-32-251-003

Exhibit "B"
Legal Description

That part of the North Half of Section 32, Township 44 North, Range 8 East of the Third Principal Meridian described as follows:

Commencing at the Northeast corner of the Northwest Quarter of said Section 32, thence South 01 Degree 50 minutes 17 seconds West, along the East line of said Northwest Quarter, a distance of 1372.37 feet to the point of beginning; thence South 55 degrees, 22 minutes 50 seconds East a distance of 42.37 feet; thence South 36 degrees 31 minutes 45 seconds West a distance of 9.87 feet to a line parallel with and 30.00 feet Easterly of, as measured perpendicular to, the East line of said Northwest Quarter; thence South 01 degree 50 minutes 17 seconds West, along said parallel line, a distance of 246.36 feet to the Northerly line of Crystal Ridge Unit One Subdivision according to the plat thereof recorded December 12, 1989 as Document Number 89R42473; thence the following nine (9) courses and distances along the Northerly and Westerly lines of said Crystal Ridge Unit One Subdivision; (1) thence North 88 degrees 10 minutes 04 seconds West a distance of 154.86 feet; (2) thence South 85 degrees 52 minutes 53 seconds West a distance of 60.33 feet; (3) thence North 88 degrees 10 minutes 04 seconds West a distance of 125.00 feet; (4) thence South 01 degree 49 minutes 56 seconds West a distance of 71.38 feet; (5) thence South 63 degrees 02 minutes 40 seconds East a distance of 87.72 feet; (6) thence South 36 degrees 31 minutes 01 seconds West a distance of 146.95 feet; (7) thence Southeasterly along the arc of a non-tangential curve, concave Southwesterly and having a radius of 837.00 feet, the chord of which bears South 34 degrees 45 minutes 59 seconds East a distance of 126.72 feet, a distance of 126.84; (8) thence South 40 degrees 33 minutes 45 seconds West a distance of 74.44 feet; (9) thence South 36 degrees 31 minutes 01 seconds West a distance of 123.57 feet to the Northerly line of the Chicago and Northwestern Railroad right-of-way; thence North 53 degrees 28 minutes 59 seconds West along the Northerly line of said Railroad right-of-way, a distance of 1202.60 feet to the Easterly line of Spring Ridge of Crystal Lake Subdivision according to the plat thereof recorded March 1, 1995 as Document Number 95R007342; thence North 02 degrees 45 minutes 27 seconds East along the line of said Spring Ridge of Crystal Lake Subdivision a distance of 199.83 feet to the Easterly lines of a parcel of land described in a Trustee's Deed recorded June 9, 1995 as Document Number 95R022452; thence the following eight (8) courses and distances along said Easterly lines (1) thence South 85 degrees 46 minutes 23 seconds East a distance of 29.86 feet; (2) thence North 08 degrees 31 minutes 42 seconds East a distance of 112.94 feet; (3) thence North 23 degrees 03 minutes 03 seconds East a distance of 92.46 feet; (4) thence North 30 degrees 19 minutes 57 seconds East a distance of 92.46 feet; (5) thence North 37 degrees 36 minutes 51 seconds East a distance of 92.46 feet; (6) thence North 35 degrees 33 minutes 47 seconds East a distance of 65.06 feet; (7) thence North 24 degrees 06 minutes 59 seconds East a distance of 65.78 feet; (8) thence North 12 degrees 40 minutes 11 seconds East a distance of 37.41 feet; thence South 87 degrees 51 minutes 38 East a distance of 144.05 feet; thence Southerly along the arc of a non-tangential curve concave Westerly and having a radius of 270.00 feet, the chord of which bears South 06 degrees 07 minutes 00 seconds West a distance of 37.45 feet, a distance of 37.48 feet; thence South 67 degrees 00 minutes 51 seconds East a distance of 166.53 feet; thence South 55 degrees 22 minutes 50 seconds East a distance of 953.73 feet to the point of beginning, containing 23.7876 acres, more or less, and lying in McHenry County, Illinois