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THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

PINs: 03-17-300-005
03-19-200-001
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LAURIE MCPHILLIPS 61P R 2005122369
Will County Recorder Page 1 of 61

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07/06/05

DECLARATION FOR CREEKSIDE CROSSING

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CHICAGO TITLE INSURANCE CO.

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DECLARATION FOR CREEKSIDE CROSSING

This Declaration is made by Creekside Crossing, L.L.C., an Illinois limited liability company ("Declarant").

RECITALS

Some or all of the Development Area, which is legally described in Exhibit A hereto, shall be the subject of a phased development called "Creekside Crossing" (the "Development").

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Certain portions of the Premises are designated as Dwelling Units or Unbuilt Dwelling Units and other portions are designated as Community Area. Each Dwelling Unit will be either a Detached Home or a Duplex Home. The Declarant has formed (or will form) the Association under the Illinois General Not-For-Profit Corporation Act. The Association shall be responsible for administering and maintaining the Community Area and shall set budgets and fix assessments to pay the expenses incurred in connection therewith. Each Owner of a Dwelling Unit and each Owner of an Unbuilt Dwelling Unit shall be a member of the Association. The Owner of each Dwelling Unit which is a Detached Home or a Duplex Home will pay Community Assessments and the Owner of each Dwelling Unit which is a Duplex Home will also pay Duplex Assessments, all as more fully provided in Article Six. It is not intended that the Association shall be a "common interest community association" as defined in Section 9-102(a)(8) of the Code of Civil Procedure (735 ILCS 5/9-102(a)(8)).

During the construction and marketing of the Development, the Declarant shall retain and grant certain rights set forth in this Declaration, which rights shall include, without limitation, the right of the Declarant, prior to the Turnover Date, to appoint all members of the Board and the Duplex Committee, as more fully described in Article Nine, and the right for itself and each Designated Builder to come upon the Premises in connection with efforts to sell portions of the Premises and other rights reserved in Article Nine.

Because a number of different individuals and/or entities may be constructing homes on the Premises, in order to insure that the improvements constructed on the Development will be compatible in design, quality and appearance, the Declarant shall retain the right to approve any and all proposed construction and landscaping on the Premises or any modifications thereto and

shall retain the power to adopt rules and regulations concerning the maintenance of the Premises (both improved and unimproved), all more fully provided in Section 9.07.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ADJACENT OWNER: The owner of a Duplex Home which shares a Party Wall with another Duplex Home.

1.02 ASSOCIATION: The Creekside Crossing Homeowners Association, an Illinois not-for-profit corporation.

1.03 ASSOCIATION MAINTAINED PUBLIC GREEN AREA: Those landscaped areas located on dedicated rights of way which serve the Development which are designated in Part IV of Exhibit B hereto, as Exhibit B may be amended from time to time, as Association Maintained Public Green Area.

1.04 BOARD: The board of directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.05 BY-LAWS: The By-Laws of the Association.

1.06 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.07 COMMUNITY AREA: Those portions of the Premises which are legally described in Part II of Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time. The Community Area shall generally include retention and detention areas, landscaped areas and monument sign areas, and may include a clubhouse and other recreational facilities.

1.08 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.09 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping of the Community Area and Association Maintained Public Green Area; the cost of insurance for the Community Area; the cost of general and special real estate taxes levied or assessed against the Community Area owned by the Association; premiums for insurance

policies maintained by the Association hereunder; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area and Association Maintained Public Green Area; and any other expenses designated as Community Expenses hereunder.

1.10 COUNTY: Will County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.11 DECLARANT: Creekside Crossing, L.L.C., an Illinois limited liability company, its successors and assigns.

1.12 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time without notice.

1.13 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.14 DESIGNATED BUILDER: Any legal entity which is designated, from time to time, by the Declarant as a "Designated Builder" in a Special Amendment as permitted under Section 10.01.

1.15 DETACHED HOME: A portion of a Detached Home Lot which is improved with a detached home.

1.16 DETACHED HOME LOT: A lot which is designated on Exhibit B as a "Detached Home Lot".

1.17 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or charges shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Premises which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.18 DUPLEX COMMITTEE: A committee which shall consist of three (3) individuals, each of which shall be a Voting Member who represents a Duplex Home. The Duplex Home Committee shall be elected at each annual meeting of the Association, as more fully provided in the By-Laws.

1.19 DUPLEX EXPENSES: The expenses of the maintenance, repair and replacement of the Duplex Lots which are furnished by the Association hereunder; and any expense which is designated as a Duplex Expense in this Declaration. Duplex Expenses shall not be Community Expenses. In the event that certain expenses are incurred by the Association in connection with the Community Area and Duplex Lots, the allocation of such expenses between Community Expenses and Duplex Expenses shall be made by the Board based on generally accepted accounting principles, and any such allocation shall be final and binding.

1.20 DUPLEX HOME: A portion of a Duplex Lot which is improved with a home which shares a Party Wall with another home.

1.21 DUPLEX LOT: A lot which is designated on Exhibit B as a "Duplex Lot".

1.22 DWELLING UNIT: A portion of the Premises which is improved with a single family residential unit for which a temporary, conditional or final certificate of occupancy has been issued by the Municipality. A Dwelling Unit may be a subdivided lot which is improved with a Detached Home, or a subdivided lot (or a portion of a subdivided lot) which is improved with a Duplex Home.

1.23 FENCE RESTRICTED LOT: A Detached Home Lot or a Duplex Lot which is designated on Exhibit B as a "Fence Restricted Lot".

1.24 MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit or an Unbuilt Dwelling Unit.

1.25 MUNICIPALITY: The Village of Plainfield, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.26 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, an Unbuilt Dwelling Unit, Platted Area or Unplatted Area, as the context requires.

1.27 PARTY WALL: As defined in Article Fourteen.

1.28 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.29 PLANTING AREA: That portion of a Duplex Lot outside of the Duplex Home which is located within each of the front, back and side set back lines of the Duplex Lot.

1.30 PLAT: A Plat of Subdivision, Recorded with respect to a portion of the Premises.

1.31 PLATTED AREA: Those portions of the Premises which from time to time are subject to a Recorded Subdivision Plat, with all improvements thereon and rights appurtenant thereto.

1.32 PREMISES: The real estate which is legally described in Exhibit B hereto, as Exhibit B may be supplemented or amended from time to time.

1.33 RECORD: To record in the office of the Recorder of Deeds for the County.

1.34 RESIDENT: An individual who legally resides in a Dwelling Unit.

1.35 SPECIAL DEVELOPMENT RIGHTS AREA. A portion of the Premises which is subject to Special Development Rights granted by the Declarant to a Special Development Rights Holder.

1.36 SPECIAL DEVELOPMENT RIGHTS HOLDER. A Person which acquires title to a Special Development Rights Area and to which Declarant grants Special Development Rights with respect to such Special Development Rights Area.

1.37 SPECIAL DEVELOPMENT RIGHTS. Any one or more of the following rights which may be granted by Declarant to a Special Development Rights Holder with respect to a Special Development Rights Area, pursuant to Article Twelve hereof:

(a) The right to construct homes and to temporarily store construction equipment and materials on such Special Development Rights Area;

(b) The right to construct and maintain model homes, temporary sales or leasing offices, temporary parking areas, signs, lighting, banners and other promotional materials and facilities on such Special Development Rights Area; and

(c) The right to use the Community Area for the purpose of showing the Premises to prospective purchasers of residential units within the Special Development Rights Area.

1.38 SUBDIVISION PLAT. A plat of subdivision which subdivides a portion of the Premises into lots and/or outlots.

1.39 TURNOVER DATE: The date on which the right and power of the Declarant to designate the members of the Board is terminated under Section 9.05.

1.40 UNBUILT DWELLING UNIT: A portion of the Premises which is intended to be improved with a residential unit but with respect to which a temporary, conditional or final certificate of occupancy has not been issued by the Municipality. An Unbuilt Dwelling Unit may consist of a subdivided lot upon which a Detached Home may be constructed or a subdivided lot (or a portion of a subdivided lot) upon which a Duplex Home may be constructed. For purposes

hereof, each portion of the Premises which, pursuant to Declarant's Development Plan, may be improved with residential units with respect to which a temporary, conditional or final certificates of occupancy have not yet been issued, shall be deemed to include that number of Unbuilt Dwelling Units which is equal to the number of residential units which are planned to be constructed thereon pursuant to the Declarant's Development Plan.

1.41 UNPLATTED AREA: Those portions of the Premises which from time to time have not been made subject to a Recorded Subdivision Plat.

1.42 VOTING MEMBER: An individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO
Scope of Declaration

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant reserves the right and power to add real estate to the terms of this Declaration, as more fully provided in Article Thirteen.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by the Owner of not less than three-fourths (3/4) of the Dwelling Units and Unbuilt Dwelling Units.

2.04 DWELLING UNIT CONVEYANCE: Once a Dwelling Unit has been conveyed by the Declarant or a Designated Builder to a bona fide purchaser for value (other than Declarant or Designated Builder), then any subsequent conveyance or transfer of ownership of the Dwelling Unit shall be of the entire Dwelling Unit and there shall be no conveyance or transfer of a portion of the Dwelling Unit without the prior written consent of the Board.

2.05 ACCESS EASEMENT: Each Owner of a Dwelling Unit or an Unbuilt Dwelling Unit shall have a non-exclusive perpetual easement for ingress to and egress from his Dwelling Unit or Unbuilt Dwelling Unit to public streets and roads, over and across driveways and

walkways located on the Community Areas, which easement shall run with the land, be appurtenant to and pass with title to every Dwelling Unit or Unbuilt Dwelling Unit. The Municipality or any other governmental authority which has jurisdiction over the Premises shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, snow removal, or for the purpose of furnishing municipal or emergency services to the Premises. The Association, its employees and agents, shall have the right of ingress to, egress from, and parking on the Community Area, and the right to store equipment on the Community Area for the purpose of furnishing any maintenance, repairs or replacements of the Community Area as required or permitted hereunder. A non-exclusive, perpetual easement is hereby granted to the public for access over and across those portions of a public bike path system which may be located on the Community Area.

2.06 RIGHT OF ENJOYMENT: Each Owner of a Dwelling Unit shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use the Owner's Dwelling Unit. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area to Residents of the Owner's Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Dwelling Unit who are Residents.

2.08 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through those portions of the Community Area which are not improved with structures for the purpose of providing utility services to the Premises or any other portion of the Development Area; provided, that any of such parties which exercise the rights granted hereunder shall, to the extent practicable, repair any damage caused to the Premises in the exercise of such rights, including, without limitation, damage to landscaping, and restore the Premises to the condition which it was in prior to the exercise of such rights.

2.09 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or parking areas located on the Community Area to the Municipality, but only with the Municipality's approval. Each person, by acceptance of a deed,

mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling Unit or an Unbuilt Dwelling Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Association and duly Recorded.

2.10 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any portion of the Premises for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

2.11 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Sections 2.05 and 2.09, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.12 EASEMENT FOR ENCROACHMENT: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of an improvement to a Duplex Lot, any improvement which is intended to service and/or be part of the Duplex Lot shall encroach upon any part of any other Duplex Lot or the Community Area, or, if any improvement to the Community Area shall encroach upon any part of a Duplex Lot, then there shall be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner (other than Declarant or a Designated Builder), if such encroachment occurred due to the intentional, willful, or negligent conduct of such Owner or his agent. Without limiting the foregoing, the Owner of each Duplex Lot shall have an easement appurtenant to his Duplex Lot for the continuance, maintenance, repair and replacement of the following improvements, if any, which encroach onto another Duplex Lot or the Community Area:

(a) the eaves, gutters, downspouts, facia, flashings, and like appendages which serve the Duplex Home on the Duplex Lot;

(b) the chimney which serves the Duplex Home on the Duplex Lot;

(c) the air conditioning equipment which serves the Duplex Home on the Duplex Lot;

(d) balconies, steps, porches, door entries and patios which serve the Duplex Home on the Duplex Lot; or

(e) sunrooms and/or decks, if any, which serve the Duplex Home on the Duplex Lot.

The Person who is responsible for the maintenance of any encroaching improvement for which an easement for continuance, maintenance, repair and replacement thereof is granted under

this Section shall continue to be responsible for the maintenance of such encroaching improvement and the Person who is responsible for the maintenance of the real estate upon which such improvement encroaches shall not have the duty to maintain, repair or replace any such encroaching improvement unless otherwise provided in this Declaration.

2.13 OWNERSHIP OF COMMUNITY AREA: The Community Area shall be conveyed to the Association free of mortgages no later than the Turnover Date; provided, however, Community Area which is made subject to this Declaration after the Turnover Date shall be conveyed to the Association free of mortgages no later than ninety (90) days after such Community Area is made subject to this Declaration.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill.

ARTICLE THREE
Maintenance/Alterations

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant and each Designated Builder set forth in Article Nine.

3.02 MAINTENANCE, REPAIR AND REPLACEMENT: The following maintenance, repairs and replacements shall be furnished by the Association as a Community Expense:

(a) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area;

(b) maintenance, repair and replacement of retention and detention areas and other improvements located on the Community Area, including, without limitation, aerators and community signage;

(c) maintenance, repair and replacement of all landscaping located on the Association Maintained Public Green Area;

(d) maintenance, repair and replacement of all improvements from time to time located on the Community Area, including, without limitation, fences, monumentation and recreational facilities, if any; and

(e) maintenance of portions of the Community Area, if any, which are designated as "wetlands" by any other governmental authority which has jurisdiction over maintenance of wetlands, which maintenance shall follow guidelines, if any, from time to time issued by any such governmental authority.

The Association and the Municipality shall each have a non-exclusive, perpetual easement to come onto the Community Area for the purpose of furnishing maintenance, repairs or replacements to the Community Area which is required, provided for or permitted hereunder.

3.03 MAINTENANCE OF DUPLEX HOMES:

(a) Except as provided below, each Owner of a Duplex Lot which is improved with a Duplex Home shall cause the Duplex Lot and Duplex Home thereon to be maintained so that the appearance of the Duplex Lot and Duplex Home is substantially similar to its appearance when first constructed or as modified as permitted pursuant to Section 3.04, ordinary unavoidable wear and tear excepted.

(b) The Association shall furnish landscape maintenance, including periodic grass cutting, tree and bush pruning, fertilizing and anti-weed treatment to the landscaping located on Duplex Lots. Such landscape maintenance services shall be furnished from April through October of each year in such frequency and using such contractors as shall be determined by the Duplex Committee. Notwithstanding the foregoing, however, landscape maintenance services shall not be furnished with respect to any Planting Area which has been altered from its original state as permitted under Section 3.09. The cost of furnishing landscape maintenance services as provided in this Section shall be Duplex Expenses.

(c) The Association shall furnish snow removal from the driveways and walkways on each Duplex Lot at such times as shall be determined by the Duplex Committee and the cost thereof shall be a Duplex Expense. Each Owner of a Duplex Lot, however, shall be responsible for all other maintenance, repair and replacements of and to the driveways and walkways on the Owner's Duplex Lot.

3.04 MODIFICATION OF A DUPLEX HOME AND DUPLEX LOT: Without limiting the rights and powers provided for in Sections 3.05 and 9.07, no Duplex Home exterior shall be changed in design, color, material, finish or otherwise and no material changes or additions shall be constructed or installed on any part of a Duplex Lot outside of the Duplex Home and outside of the Planting Area on the Duplex Lot, without the prior written consent of the Adjacent Owner. Violations of this Section may be remedied by injunctive relief sought by the Adjacent Owner. No shed shall be permitted to be installed on any portion of a Duplex Lot.

3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO DWELLING UNIT: Without limiting the rights and powers provided for in Section 9.07, no additions, alterations or improvements, including, without limitation, (i) changes in the exterior color of a Dwelling Unit, (ii) construction of awnings, antenna or satellite dish, (iii) changes or additions to patio or deck, (iv) installation of a mailbox, in-ground swimming pool, outbuilding or gazebo, or (v) other similar improvements, shall be made to any Lot or any part of the Dwelling Unit which is visible from outside the Dwelling Unit by an Owner without the prior written consent of the Board and, until the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant, and compliance with applicable ordinances of the Municipality. Notwithstanding the

foregoing, no above ground swimming pool shall be permitted to be installed on any portion of the Premises and no shed shall be permitted to be installed on any portion of a Duplex Lot. If an addition, alteration or improvement which requires the consent of the Board and/or Declarant hereunder is made to a Lot by an Owner without the prior written consent of the Board or Declarant, or both, as applicable, then (i) the Board may, in its discretion, take either of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take either of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board or the Declarant, as applicable.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine, no alterations, additions or improvements shall be made to the Community Area or Association Maintained Public Green Area without the prior approval of the Board and, if required under applicable Municipality ordinances, the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area or Association Maintained Public Green Area and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than six (6) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.07 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Community Area may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Board, the Owner is being charged disproportionately for costs allocable to the Community Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Board is properly allocable to the Community Area, and the amount thereof shall be Community Expenses hereunder.

Any determinations or allocations made hereunder by the Board shall be final and binding on all parties.

3.08 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Dwelling Unit, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Dwelling Unit, damage shall be caused to the Community Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Dwelling Unit shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by insurance.

3.09 PLANTING AREAS: Subject to the provisions of Sections 3.04 and 3.05 above, an Owner of a Duplex Lot shall have the right to improve the Planting Area on the Owner's Duplex Lot with a garden, deck, patio, fence, swingset or other improvements subject to reasonable rules and regulations from time to time adopted by the Duplex Committee. If the Owner alters the Planting Area from its original state, the Owner and the Owner's successors in title shall be responsible at the Owner's expense for the maintenance, repair and replacement (including landscape maintenance of the Planting Area and any improvements thereto). If the Owner fails, in the sole judgment of the Duplex Committee, to properly maintain the Planting Area on his Duplex Lot, then the Association, in its discretion and at the Owner's expense, may (i) cause the Planting Area to be properly maintained and the cost thereof shall be a Charge to the Owner or (ii) cause the Planting Area to be restored to its original state in conformity with the surrounding landscaping, and charge the cost thereof to the Owner and thereafter, the Planting Area shall be maintained by the Association as provided in Section 3.03 above.

ARTICLE FOUR
Insurance/Condemnation

4.01 COMMUNITY AREA INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other improvements required to be maintained by the Association(based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, each Designated Builder, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area or Association Maintained Public Green Area. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Board may deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 DUPLEX HOME INSURANCE:

(a) Each Owner of a Duplex Home shall be responsible for and shall procure fire and all risk coverage insurance upon such Owner's Duplex Home for not less than the full insurable replacement value thereof under a policy or policies of insurance with such company or companies, in such form, and for such premiums and periods as he may determine to be appropriate. Any such policy shall contain waivers of subrogation with respect to the Community Association and its directors, officers, employees and agents (including the managing agent), occupants of the Duplex Home, the Declarant or shall name such parties as additional insured parties, as their interests may appear. Each Owner shall also be responsible for his own insurance on the contents of his Duplex Home and furnishings and personal property therein.

(b) Each Owner shall deliver to the Board a certificate of insurance certifying that a policy of insurance covering such Owner's Duplex Home, as required under this Section, is in effect, and that said policy shall not be cancelled or materially changed except upon ten (10) days' prior written notice thereof to the Board. In the event an Owner fails to procure or keep in effect a policy of insurance, as required under this Section and provide proof thereof to the Board, then the Board may on behalf of and as agent for such Owner procure such insurance on the Owner's Duplex Home with a company, in a form, for a premium and period as determined by the Board to be appropriate and the cost thereof shall be a Charge hereunder payable by the Owner to the Community Association upon demand.

4.03 REBUILDING OF DAMAGED DUPLEX HOME:

(a) In the event of damage to or destruction of any Duplex Home by fire or other casualty for which the Owner is required to carry insurance hereunder, the Owner thereof shall, within a reasonable time after such damage or destruction, repair or rebuild the Duplex Home in substantial and workmanlike manner with materials comparable to those used in the original structure, and in conformity in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. When rebuilt, the exterior of the Duplex Home shall be substantially similar to, and its architectural design and landscaping shall be in conformity with, the surrounding Duplex Homes which are not so damaged or destroyed. The Owner shall not be relieved of his obligation to repair or rebuild his Duplex Home under this Subsection (a) by his failure to carry sufficient insurance or the fact that proceeds received by the Owner from his insurer are not sufficient to cover the cost thereof.

(b) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in Subsection (a), to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in Subsection (a) and the cost thereof shall be a Charge hereunder payable by the Owner to the Community Association upon demand.

4.04 OWNER RESPONSIBILITY: In addition to the coverage described in Section 4.02 above with respect to his Duplex Home, each Owner shall obtain his own personal liability insurance to the extent not covered by the liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such individual insurance coverage on behalf of the Owners. No Owner shall cause or permit anything to be done or kept on the Premises which will result in the cancellation of insurance on such Owner's Dwelling Unit, any other Dwelling Unit, or the Community Area.

4.05 WAIVER OF SUBROGATION: The Community Association and each Owner hereby waives and releases any and all claims which it or he may have against any Owner, including relatives of an Owner, the Community Association, its directors and officers, Declarant, the managing agent, if any, and their respective employees and agents, for damage to the Dwelling Units, the Community Area, the Association Maintained Public Green Area or to any personal property located in the Dwelling Units or on the Community Area or Association Maintained Public Green Area caused by fire or other casualty, to the extent that such damage is covered by fire or other forms of casualty insurance, and to the extent this release is allowed by policies for such insurance. To the extent possible, all policies secured by the Board under Sections 4.01(a) and (b) and by each Owner under Section 4.02 or each condominium association shall contain waivers of the insurer's rights to subrogation against any Owner, relatives of an Owner, the Community Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents.

4.06 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area owned by the Association, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective Mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE
The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a not-for-profit corporation under Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area. The Association shall be responsible for the maintenance, repair and replacement of the Community Area and Association Maintained Public Green Area.

5.02 MEMBERSHIP: Each Owner shall be a member of the Association. There shall be one membership per Dwelling Unit and one membership per Unbuilt Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit or an Unbuilt Dwelling Unit. Ownership of a Dwelling Unit or an Unbuilt Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Dwelling Unit or an Unbuilt Dwelling Unit within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 5.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit and each Unbuilt Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit or an Unbuilt Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit or the Unbuilt Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 BOARD: Subject to the rights retained by the Declarant under Section 9.05, the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners (other than Declarant) shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Dwelling Unit and each Unbuilt Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon the affirmative vote of a majority of the votes held by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Owners or the Association for any mistake of

judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each of the directors and officers and his heirs, executors or administrators, against all contractual and other liabilities to the Association, the Owners or others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

5.07 MANAGING AGENT: An independent managing agent may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and managing agent. Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 DISSOLUTION: Although it is currently anticipated that the Association will maintain the Community Area, it is possible that a governmental agency may accept responsibility for such maintenance. If that occurs and the Association has no maintenance responsibilities, then at the option of the Declarant (which may be exercised at any time prior to the Turnover Date) or at the option of the members of the Association (which may be exercised by action of the members after the Turnover Date), the Association shall be dissolved and liquidated and thereafter the provisions of this Declaration which deal with the powers and duties of the Association shall be null and void and of no further force and effect. Any distribution of assets of the Association shall be made to the Owners of Dwelling Units and Unbuilt Dwelling Units in equal amounts for each Dwelling Unit and Unbuilt Dwelling Unit owned.

5.09 ATTENDANCE AT BOARD MEETINGS: Owners may attend meetings of the Board only if, and to the extent, permitted by the Board in its discretion. It is not the intention that Owners shall have the right to attend meetings of the Board in the same manner provided for members of condominium associations under the Illinois Condominium Property Act.

ARTICLE SIX
Assessments

6.01 PURPOSE OF ASSESSMENTS / EXEMPTION FROM ASSESSMENTS: The assessments levied by the Association shall be limited to the purposes of administering the affairs of the Association, paying the Community Expenses and Duplex Expenses, and accumulating reserves for any such expenses. For purposes hereof, except as provided in (a) and (b) below, all Dwelling Units and Unbuilt Dwelling Units shall be subject to assessment hereunder as follows:

(a) a Dwelling Unit or Unbuilt Dwelling Unit owned by the Declarant or a Designated Builder shall not be subject to assessment hereunder; and

(b) a Dwelling Unit owned by or leased to the Declarant or a Designated Builder shall not be subject to assessment hereunder.

6.02 ASSESSMENT PROCEDURE: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(a) The estimated Community Expenses;
(b) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Community Area Capital Reserve;

(c) The estimated net available cash receipts from sources other than assessments, plus estimated excess funds, if any, from the current year's assessments;

(d) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (1) above, plus the amount determined in (2) above, minus the amount determined in (3) above;

(e) That portion of the Community Assessment which shall be payable with respect to the ensuing calendar year by the Owner of each Dwelling Unit and each Unbuilt Dwelling Unit which is subject to assessment hereunder, which shall be equal to the Community Assessment divided by the total number of Dwelling Units and Unbuilt Dwelling Units which are subject to assessment hereunder, so that each Owner shall pay equal Community Assessments for each Dwelling Unit and each Unbuilt Dwelling Unit owned. The Community Assessment shall be paid quarterly or in such periodic installments as determined by the Board from time to time, but no less frequently than once each calendar year;

(f) The estimated Duplex Expenses;

(g) The estimated amount, if any, to maintain adequate reserves for Duplex Expenses;

(h) The amount of the "Duplex Assessment" payable by the Owners of Duplex Lots, which shall be equal to the amount determined in (a) above plus the amount determined in (b) above; and

(i) That portion of the Duplex Assessment which shall be payable by the Owner of each Duplex Home which is subject to assessment hereunder until the next annual Duplex Assessment or revised Duplex Assessment becomes effective, which amount shall be equal to the Duplex Assessment divided by the number of Duplex Homes which are subject to assessment hereunder, so that each Owner of a Duplex Lot shall pay equal Duplex Assessments for each Duplex Home owned. The Duplex Assessment shall be paid quarterly or in such periodic installments as determined by the Board from time to time, but no less frequently than once each calendar year.

The Duplex Committee shall prepare and approve that portion of the budget provided for in (f), (g), (h) and (i) above.

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget prepared by the Board or Duplex Committee prior to the Turnover Date shall be based on the assumptions that (i) the Development has been fully constructed as shown on Declarant's Development Plan and (ii) all proposed Dwelling Units have been built, sold and are occupied. The Declarant's Development Plan shall be kept on file with the Association and may be modified from time to time by Declarant. Prior to the Turnover Date, each Owner of a Dwelling Unit or Unbuilt Dwelling Unit (other than the Declarant and each Designated Builder) shall pay, as the Owner's quarterly share of the Community Assessment with respect to each Dwelling Unit or Unbuilt Dwelling Unit owned by such Owner, an amount equal to the budgeted Community Expenses divided by the number of proposed Dwelling Units on the then current Declarant's Development Plan, divided by four (4), so that each Owner (other than Declarant and each Designated Builder) will pay, with respect to each Dwelling Unit or Unbuilt Dwelling Unit owned, a quarterly Community Assessment equal to what such Owner would be paying with respect to the Owner's Dwelling Unit if the Development were fully constructed pursuant to the current Declarant's Development Plan and all proposed Dwelling Units have been built, sold and are occupied. In addition, with respect to each Dwelling Unit which is a Duplex Home and each Unbuilt Dwelling Unit (which is planned to be improved with a Duplex Home), each Owner (other than the Declarant and each Designated Builder) shall pay with respect to each such Duplex Home or Unbuilt Dwelling Unit (which is planned to be improved with a Duplex Home) as the Owner's quarterly share of the Duplex Assessment in an amount equal to the budgeted Duplex Expenses divided by the number of proposed Duplex Homes on the then current Declarant's Development Plan, divided by four (4), so that each Owner (other than Declarant and each Designated Builder) will pay, with respect to each Duplex Home or Unbuilt Dwelling Unit (which is planned to be a Duplex Home) owned, a quarterly Duplex Assessment equal to what such Owner would be paying with respect to the Owner's Duplex Home if the Development were fully constructed pursuant to the current Declarant's Development Plan and all proposed Duplex Homes have been built and sold and are occupied. None of the Declarant or any Designated Builder shall be obligated to pay any

Community Assessments or Duplex Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments or Duplex Assessments and working capital contributions payable by Owners (other than Declarant and each Designated Builder) under Section 6.07, less the portions thereof which are to be added to Reserves, is less than the Community Expenses or Duplex Expenses (as the case may be) actually incurred with respect to such period, then the Declarant and the Designated Builders shall share in the payment of any difference to the Association pursuant to terms agreed upon between the Declarant and the Designated Builders. From time to time prior to the Turnover Date, the Declarant and/or Designated Builders may (but shall not be obligated to) advance to the Association funds to be used by the Association to pay its expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any, owed by Declarant and/or Designated Builders to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant and/or a Designated Builders to the Association pursuant to this Section, the Declarant and/or the Designated Builders shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant and/or Designated Builders to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant and/or the Designated Builders.

6.03 PAYMENT OF COMMUNITY ASSESSMENT: Each Owner of a Dwelling Unit or Unbuilt Dwelling Unit which is subject to assessment hereunder shall pay to the Association, or as the Board may direct, that portion of the Community Assessment and Duplex Assessment (if the Dwelling Unit is or planned to be improved with a Duplex Home), which is payable by each Owner of a Dwelling Unit or Unbuilt Dwelling Unit under Section 6.02, at such times as the Board shall determine from time to time.

6.04 REVISED ASSESSMENT: If the Community Assessment or Duplex Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02 by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses or Duplex Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, Association Maintained Public Green Area or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units and Unbuilt Dwelling Units using the procedure provided for in Section 6.02; except, that a special assessment with respect to the Duplex Homes or to cover a deficit under the prior year's budget for Duplex Expenses shall be levied only against the Owners of Duplex Homes or Unbuilt

Dwelling Units (which are planned to be improved with a Duplex Homes) using the procedure provided for in Section 6.02 and only by action of the Duplex Committee. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question; provided, that no special assessment with respect to the Duplex Homes shall be adopted without the affirmative vote of Voting Members representing at least two thirds (2/3) of the votes cast on the question by Voting Members representing Duplex Homes or Unbuilt Dwelling Units (which are planned to be improved with a Duplex Homes). The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 COMMUNITY AREA CAPITAL RESERVE: The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area Association Maintained Public Green Area and other property owned or maintained by the Association and periodic projections of the cost of anticipated major repairs or replacements to such property and the purchase of other property to be used by the Association in connection with its duties hereunder (the "Community Area Capital Reserve"). The Community Area Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Community Area Capital Reserve to be used to make capital expenditures with respect to the Community Area and Association Maintained Public Green Area shall be held by the Association as agent and trustee for the Owners of Dwelling Units and Unbuilt Dwelling Units with respect to which the Community Area Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Boards appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Boards elected by the Owners after the Turnover Date may use different approaches from those used by Boards appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Community Area and Association Maintained Public Green Area. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessments, separate assessments or special assessments.

6.07 INITIAL CONTRIBUTION/ADVANCE PAYMENT OF ASSESSMENT: Upon the closing of the first sale of each Dwelling Unit or each Unbuilt Dwelling Unit by the Declarant

or a Designated Builder to a purchaser for value (other than the Declarant or a Designated Builder), the purchasing Owner (a) shall pay to the Association an amount equal to (i) six (6) months of the annual Community Assessment, and (ii) three (3) months of the Duplex Assessment, if any, at the rate which shall become effective with respect to the Dwelling Unit or Unbuilt Dwelling Unit as of the closing, which amount shall be held and used by the Association for its working capital needs, plus one hundred dollars ($100), which amount shall be added to the Community Area Capital Reserve, and (b) with respect to an Unbuilt Dwelling Unit, unless otherwise agreed by Declarant, shall make an advance payment of one year's assessments at the rate which shall become effective with respect to the Unbuilt Dwelling Unit as of the closing. Any advance assessment payment made pursuant to (b) above shall be applied as an advance payment of assessments with respect to such period; however, if assessments increase during such period, the Owner of the Unbuilt Dwelling Unit shall be required to pay the amount of the increase.

6.08 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit or Unbuilt Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN
Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit or Unbuilt Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance), shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner on the Owner's Dwelling Unit and/or Unbuilt Dwelling Units, as applicable. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit or Unbuilt Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit or Unbuilt Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its

benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit or portion of the Premises which includes Unbuilt Dwelling Units.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Dwelling Unit or Unbuilt Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit or Unbuilt Dwelling Unit. Where title to a Dwelling Unit or Unbuilt Dwelling Unit is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit or Unbuilt Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit or Unbuilt Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit or Unbuilt Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity by the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages or fines, and against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting Owner, and

the Association shall have a lien for all the same, upon his Dwelling Unit or Unbuilt Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit or Unbuilt Dwelling Unit to enforce any lien created hereunder.

7.09 BACKUP SSA: The Municipality may establish a Special Service Area to serve as what is commonly referred to as a "Backup Special Service Area", to give the Municipality the power to levy taxes to pay the cost of maintaining the Community Area and Association Maintained Public Green Area if the Association fails to do so and the Municipality chooses to furnish such services.

ARTICLE EIGHT
Restrictions

8.01 RESIDENTIAL USE:

(a) Except as provided in Article Nine or in subsections (b) and (c) of this Section, each Dwelling Unit shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Premises.

(b) No Resident shall be precluded with respect to his Dwelling unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Dwelling Unit.

8.02 OUTBUILDINGS:

(a) No outbuilding, animal house, swimming pool, Jacuzzi, hot tub, fence, greenhouse, play set or other temporary or permanent structure shall be constructed on any Dwelling Unit, except as permitted pursuant to Sections 3.04, 3.05, 8.11, 8.12, 8.13 and 8.14, as applicable. Without limiting the foregoing, no structure or play equipment shall be permitted on any portion of a Dwelling Unit which is designated on the Plat as a "Landscape Easement".

(b) No above ground swimming pool shall be permitted to be installed on any portion of a Dwelling Unit.

(c) A Jacuzzi which is permitted to be installed on a Dwelling Unit shall be built into an approved deck and shall not be visible from the front of the home or from homes located on adjacent Dwelling Units.

(d) A playset which is permitted to be installed on a Dwelling Unit shall be of cedar material and of the quality of what is commonly known as the "Rainbow" brand or better quality.

8.03 SIGNS: Except as otherwise provided in Article Nine, or specifically approved, in writing, by the Board, no advertising sign (except one "For Rent" or "For Sale" sign of not more than five square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Dwelling Unit or the Community Area.

8.04 PETS: No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Community Area. The Board may from time to time adopt rules and regulations governing (a) the keeping of pets in the Detached Home or Duplex Home, which may include prohibiting certain species of pets from being kept in a Detached Home or Duplex Home and (b) the use of the Community Area by pets.

8.05 TRASH: All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Detached Homes, Duplex Homes and streets, shall be regularly removed from the Premises, and shall not be allowed to accumulate thereon. Garbage may not be burned on a Dwelling Unit.

8.06 NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Detached Home or Duplex Home.

8.07 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.08 PARKING: Parking areas and driveways shall be used for parking operable automobiles only and no part of any Dwelling Unit shall be used for storage use, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Any violation of this provision shall be deemed a nuisance under Section 8.06. Passenger motor vehicles in non-operative condition shall not be parked, except in garages.

8.09 ANTENNA/SATELLITE DISHES: Subject to applicable federal, state or local laws, ordinances or regulations the operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices (other than a simple mast antenna or a satellite dish which is not visible from the front of the Detached Home or Duplex Home) shall not be allowed on the Premises.

8.10 LANDSCAPE MAINTENANCE OF DETACHED HOME LOTS: Except as provided in Article Three, each Owner of a Detached Home shall regularly mow and trim all areas of his Detached Home Lot covered with grass and/or ground cover and shall keep all areas

of his Detached home Lot designed or intended for the property drainage or detention of water, including swale lines and ditches, unobstructed and shall mow and maintain such areas regularly so as to keep such areas in good and functional condition.

8.11 FENCE SPECIFICATIONS: Without limiting the rights and powers provided for in Section 9.07, and subject to the provisions of Sections 3.04, 3.05 and 8.02:

(a) A Detached Home Lot, other than a Fence Restricted Lot, may be improved with a fence on that portion of the Detached Home Lot which is between the rear lot line and the back of the Detached Home provided that the fence conforms to the following specifications:

(i) Western Red Cedar, board on board (shadow box) fence;

(ii) Height shall be five feet (5');

(iii) 1 x 6 boards, spaces edge-to-edge and back-to-back to comply with percent open and closed per municipal ordinance;

(iv) 4 x 4 posts with wood (cedar) cap, set 42" into ground and 8 feet +/- on center, with concrete footings;

(v) Two 2 x 4 back rails (1-1/2" wide); one at the top of the boards and one 12" up from bottom of the boards; and

(vi) 1 x 4 top cap, centered on boards;

provided, however, that if a garage service door is installed in a Detached Home, then the fence may extend beyond the back of the Detached Home, up to one (1) foot beyond the garage service door, but in no event shall any fence extend beyond the front of the Detached Home.

(b) A Duplex Lot, other than a Fence Restricted Lot, may be improved with a fence on that portion of the Duplex Lot which is between the back of the Duplex Home and is no more than one foot from the exterior boundaries of the rear yard; provided, however, that, (i) if the Adjacent Owner consents, the fence may be located on the dividing line between the adjacent Duplex Homes on the same Duplex Lot or no fence need be installed on or along such dividing line, and (ii) the fence conforms to the following specifications:

(i) Western Red Cedar, board on board (shadow box) fence;

(ii) Height shall be five feet (5');

(iii) 1 x 6 boards, spaces edge-to-edge and back-to-back to comply with percent open and closed per municipal ordinance;

(iv) 4 x 4 posts with wood (cedar) cap, set 42" into ground and 8 feet +/- on center, with concrete footings;

(v) Two 2 x 4 back rails (1-1/2" wide); one at the top of the boards and one 12" up from bottom of the boards; and

(vi) 1 x 4 top cap, centered on boards;

provided, however, that if a garage service door is constructed on a Duplex Home, then the fence may extend beyond the rear of the Duplex Home, up to one (1) foot beyond the garage service door, but in no event shall any fence extend beyond the front of the Duplex Home.

(c) A Detached Home Lot or a Duplex Lot which is a Fence Restricted Lot hereunder may be improved with a fence which conforms to the specifications set forth in subsections (a) and (b) above, as applicable, except that the fence shall be a picket style fence (with the slat width of each board being the same width as the space between each board).

8.12 CONSTRUCTION STANDARDS: Without limiting the rights and powers provided for in Section 9.07, and subject to the provisions of Sections 3.04 and 3.05, each Dwelling Unit shall satisfy the Construction and Architectural Design Standards attached hereto as Exhibit D as Exhibit D may be amended from time to time.

8.13 MAILBOX STANDARDS: The mailbox on a Duplex Lot shall be of such style, size, material and color as shall be prescribed from time to time by the Board.

8.14 SHEDS: Subject to the provisions of Sections 3.05 and 8.02, a storage shed, per the specifications set forth in Exhibit C hereto, may be installed on a Detached Home Lot ("Permitted Storage Shed"). The Permitted Storage Shed shall at all times be of the same color and exterior finish, including siding and roof shingles as the Detached Home on the Detached Home Lot on which the Permitted Storage Shed is located.

ARTICLE NINE
Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant or a Designated Builder under the provisions of this Declaration or the By-Laws, the Declarant and each Designated Builder shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern. If not sooner terminated as provided in this Article, the provisions of this Article shall terminate and be of no further force and effect (a) with respect to the Declarant five (5) years after the Declarant is no longer vested with or controls title to any portion of the Development Area and (b) with respect to each Designated Builder from and after such time as the Designated Builder is no longer vested with or controls title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant and each Designated Builder shall have the right and power, within their sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant or the Designated Builder may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant or the Designated Builder may deem advisable and to use such model homes (including model homes which are sold and leased back to the Declarant or a Designated Builder), sales or leasing offices or other facilities for the purpose of selling or leasing Detached Homes or Duplex Homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or the Designated Builder or any of their respective affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, each Designated Builder and their respective agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant and each Designated Builder shall have the right and power to lease any Detached Home or Duplex Home owned by it to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, each Designated Builder and their respective agents and contractors, shall have the right, at the Declarant's or the Designated Builder's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units, the Community Area which the Declarant or the Designated Builder deem, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, each Designated Builder and their respective agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Premises to the County, the Municipality or any other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Premises to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services serving any Dwelling Unit provided, that any easement granted or reserved shall not result in the reduction of the number of homes which may be built on any portion of the Unplatted Area which is not owned by Declarant.

9.05 DECLARANT CONTROL OF ASSOCIATION: Prior tothe Turnover Date, the first and all subsequent Boards and the first and all subsequent Duplex Committees shall consist

solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board and Duplex Committee shall terminate on the first to occur of (i) five (5) years after Declarant no longer holds or controls title to any part of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate either or both of such rights, or (iii) fifteen (15) years from the date of Recording hereof. The date on which the Declarant's rights under this Section terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board and Duplex Committee shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 DESIGN AND MAINTENANCE CONTROLS:

(a) The Declarant shall have the right and power from time to time to adopt reasonable rules, regulations, guidelines, and standards governing the design and exterior finish (including color) of all improvements or landscaping from time to time constructed, installed or proposed to be constructed, installed or modified on the Premises. Attached as Exhibit D are Construction and Architectural Design Standards, which shall apply to the Development. Declarant reserves the right and power from time to time to amend the Construction and Architectural Standards by recording a Special Amendment pursuant to Section 10.01. Without limiting the foregoing, no earthmoving, filling, dredging, grading, excavating, installation of landscaping, alteration of landscaping, construction of a building, driveway, walkway, fence, signs or other advertising or promotional devices or any other temporary or permanent improvement to any portion of the Premises or any modification, alteration, renovation, addition or removal of any of the foregoing, including change of exterior color ("Regulated Work") shall be commenced or maintained with respect to any portion of the Premises without the prior written consent of the Declarant to the plans therefor, which consent may be granted or withheld in Declarant's sole and absolute discretion. The Declarant reserves the right and power to promulgate and amend from time to time standards, policies, procedures and guidelines in order to implement the foregoing. If any Regulated Work which requires Declarant approval as provided above is commenced without obtaining the required written consent of the Declarant, then the Declarant may seek any remedy or take any action provided for herein or permitted at law or in equity in order to enforce the provisions hereof, including injunctive relief to stop work and/or restore the portion of the Premises to its condition prior to the commencement of the work.

(b) The Declarant shall have the right and power from time to time to adopt rules, regulations, guidelines, and standards governing the maintenance and upkeep of portions of the Premises, including without limitation, improvements thereto, signs, advertising and landscaping thereon, or as mentioned above, amended the Construction and Architectural Design Standards. Without limiting the foregoing, those portions of the Premises on which construction of

improvements has not yet commenced shall at all times be maintained in a neat and clean condition and all weeds shall be periodically cut. If in the sole judgment of the Declarant a portion of the Premises is not being maintained in good condition and repair or the appearance of any such portion of the Premises is not of the character and quality of that of other portions of the Premises or is not in compliance with rules, regulations, guidelines, and standards adopted from time to time by the Declarant, then without limiting any rights or remedies available to the Declarant hereunder, at law or in equity, Declarant shall have the right to enter upon any such portion of the Premises and perform any maintenance or repair work which it deems necessary or appropriate. The cost of any such work shall be charged to the Owner or party responsible for maintenance of such portion of the Premises if different from the Owner, and shall be payable to the Declarant upon demand. In the event that the party charged for such work fails to make prompt payment of any such amount within thirty (30) days after demand, such amount shall become and continue to be a lien upon the portion of the Premises owned by such party until such time as payment is made in full; provided, that any such lien shall be subordinate to the lien of any First Mortgage on a Dwelling Unit or Unbuilt Dwelling Unit Recorded prior to the date on which any such amount becomes a lien against a Dwelling Unit or Unbuilt Dwelling Unit as provided above.

ARTICLE TEN
Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate or remove real estate, (vi) to amend Exhibit B to add previously unsubdivided portions of the Premises to Section II of Exhibit B to reflect the subdivision thereof, (vii) to designate a Designated Builder hereunder, or (viii) amend the Construction and Architectural Design Standards contained in Exhibit D. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate five (5) years after such time as (i) the Development has been fully developed and improved per Declarant's Development Plan, and (ii) Declarant no longer holds or controls title to any portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Thirteen, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument executed by Owners of at least seventy-five Percent (75%) of the Dwelling Units and Unbuilt Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees, and (ii) Article Nine, and any other provisions relating to the rights of Declarant and each Designated Builder may be amended only with the written consent of the Declarant and the Designated Builder, as applicable. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit or Unbuilt Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit or Unbuilt Dwelling Unit. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN
Mortgagees Rights

11.01 NOTICE TO MORTGAGEES: Upon the specific, written request of Mortgagee or the insurer or guarantor of a Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit or Unbuilt Dwelling Unit covered by the Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area.

(e) Notice of any default by the Owner of the Dwelling Unit or Unbuilt Dwelling Unit which is subject to the Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Association which is not cured within thirty (30) days of the date of the default;

(f) The right to examine the books and records of the Association at any reasonable times; and

(g) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Dwelling Unit or Unbuilt Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit or Unbuilt Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE
Special Development Rights

12.01 GRANT OF SPECIAL DEVELOPMENT RIGHTS: The Declarant shall have the right and power (but shall not be obligated) to grant Special Development Rights to a Special Development Rights Holder. The grant of Special Development Rights may be made in the deed which conveys a portion of the Premises to the Special Development Rights Holder or in a separate Recorded instrument ("Granting Document"). If a grant of Special Development Rights is made, the Granting Document shall include the following:

(a) A legal description of the portion of portions of the Premises which are subject to the Special Development Rights (the "Special Development Rights Area");

(b) A specific list of description of the Special Development Rights granted;

(c) An expiration date for each Special Development Right granted, which shall in no event be later than such time as the Special Development Rights Holder no longer holds title to any portion of the Special Development Rights Area;

(d) Limitations or restrictions on the exercise of Special Development Rights;

(e) Such other provisions as the Declarant and the Special Development Rights Holders may agree upon.

12.02 EXERCISE OF SPECIAL DEVELOPMENT RIGHTS: Special Development Rights shall be exercised subject to the following:

(a) Each Special Development Rights Holder (other than a Designated Builder) shall be required to pay assessments to the Association for each Dwelling Unit or Unbuilt Dwelling Unit from time to time owned by it in the Special Development Rights Area on the same basis as each other Owner (other than Declarant or a Designated Builder);

(b) The Special Development Rights Holder shall not be required to pay any fee or charge to the Association for the exercise of Special Development Rights granted to it over and above any assessments payable by the Special Development Rights Holder;

(c) If a Special Development Rights Holder takes title (in its own name or in the name of a land trust or nominee) to Special Development Rights Area which is Unplatted Area, then no portion thereof shall be subdivided unless (i) the Declarant consents to the Recording of the proposed Subdivision Plat, in writing, on the Subdivision Plat and (ii) the Subdivision Plat identifies thereon all portions of the Premises affected thereby which shall be Community Area hereunder. Upon the Recording of a Subdivision Plat with respect to a portion of a Special Development Rights Area as provided above, the portion of the Premises with respect to which the Subdivision Plat is Recorded shall be Platted Area hereunder and the portions thereof which are designated as Community Area shall be Community Area hereunder.

ARTICLE THIRTEEN
Annexing Additional Property

13.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Premises which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units"; and any Unbuilt Dwelling Units in the Added Premises shall be referred to as "Added Unbuilt Dwelling Units". After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Premises to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units and Unbuilt Dwelling Units then subject to this Declaration is first obtained.

13.02 POWER TO AMEND: Declarant hereby reserves the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 13.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Premises to Exhibit B, identify Added Dwelling Units and Added Unbuilt Dwelling Units and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the

use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

13.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Dwelling Units, or Added Unbuilt Dwelling Units to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Dwelling Unit or Added Unbuilt Dwelling Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Units or Added Unbuilt Dwelling Unit immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises made subject to this Declaration by any such Supplemental Declaration and the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit, an Unbuilt Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant and each Designated Builder shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved or granted by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Dwelling Unit or Added Unbuilt Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment and/or Duplex Assessment pursuant to Section 6.02, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Dwelling Unit or Added Unbuilt Dwelling Unit became subject to assessment hereunder.

ARTICLE FOURTEEN
Party Walls

14.01 IN GENERAL: Every wall, including the foundations therefor, which is built as a part of the original construction of a building and placed on the boundary line between separate Homes shall constitute and be a "Party Wall", and the Owner of a Duplex Lot immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party walls..

14.02 RIGHTS IN PARTY WALL: Each Owner of a Duplex Home shall have the right to use the Party Wall which it shares with an adjacent Duplex Home for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein, if any, and all replacements thereof.

14.03 DAMAGE TO PARTY WALL:

(a) If a Party Wall is damaged or destroyed through the act or acts of any Owner of a Duplex Lot which is adjacent to such Party Wall, or through the act or acts of his agents, servants, tenants, guests, invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as that in which such Party Wall was prior to such damage or destruction without any cost therefor to the Adjacent Owner.

(b) Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Duplex Lot which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Adjacent Owners to as good a condition as that in which such Party Wall was prior to such damage or destruction, at the joint and equal expense of such Adjacent Owners, and as promptly as is reasonably possible.

(c) In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair or rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost thereof shall be charged to such Owner as his personal obligation and shall be a continuing lien on the Owner's Duplex Lot.

14.04 CHANGE IN PARTY WALL: Any Owner of a Duplex Lot who proposes to modify, rebuild, repair or make additions to any structure upon his Duplex Lot in any manner which requires the extension, alteration or modification of any Party Wall shall first obtain the written consent thereto, as to said Party Wall, of the Adjacent Owner and the Board, in addition to meeting any other requirements which may apply including, without limitation, those of the Municipality. In the event that a Party Wall is altered, regardless of whether all required consents have been obtained, any express or implied warranties made by the Declarant

concerning the structural integrity of the Party Wall or either of the Duplex Homes adjacent to the Party Wall shall be null and void and the Owner who alters the Party Wall shall be responsible for any and all damage caused to either of the adjacent Duplex Homes or improvements thereto.

14.05 ARBITRATION: In the event of a disagreement between Adjacent Owners with respect to their respective rights or obligations as to their Party Wall, the provisions of Article Fifteen shall apply.

ARTICLE FIFTEEN
Dispute Resolution

15.01 CONSENSUS FOR ACTION BY THE ASSOCIATION:

(a) Except as provided in this Section, the Association may not commence a legal proceeding or an action under this Article without the affirmative vote of at least seventy-five percent (75%) of the Voting Members. A Voting Member representing Lots owned by Persons other than the Voting Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Lots represented by the Voting Member. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens) , the By-Laws and reasonable rules and regulations adopted by the Board; (ii) the imposition and collection of Community Assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it.

(b) Prior to the Association or any member commencing any proceeding to which the Declarant and/or a Designated Builder is a Party, including but not limited to an alleged defect of any improvement, the Declarant and/or the Designated Builder, as the case may be, shall have the right to be heard by the members, or the particular member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

15.02 ALTERNATIVE METHOD FOR RESOLVING DISPUTES: The Declarant, each Designate Builder, their respective officers, directors employees and agents; the Association, its officers, directors and committee members; all Persons subject to this Declaration; and any Person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those Claims, grievances or disputes described in Section 15.03 (collectively, "Claims") to the procedures set forth in Section 15.04.

15.03 CLAIMS: Unless specifically exempted below, all Claims between any of the Bound Parties regardless of how the same might have arisen or on what it might be based including, but not limited to Claims (a) arising out of or relating to the interpretation, application

or enforcement of the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board or the rights, obligations and duties of any Bound Party under the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board, (b) relating to the design or construction of improvements; or (c) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party shall be subject to the provisions of Section 15.04 and, if applicable the dispute resolution provisions of the purchase agreement for the purchase of a Lot ("Purchase Agreement"). In the event of an inconsistency or contradiction between the provisions relating to dispute resolution as set forth in this Declaration and those which are set forth in the Purchase Agreement, the provisions of the Purchase Agreement shall prevail.

Notwithstanding the foregoing, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 15.04:

(a) any suit by the Association against any Bound Party to enforce the provisions of Article Six;

(b) any suit by the Association, the Declarant or a Designated Builder to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article Three and/or Article Eight;

(c) any suit between or among Owners, which does not include the Declarant, a Designated Builder or the Association as a Party, if such suit asserts a Claim which would constitute a cause of action independent of the provisions of this Declaration, the By-Laws and reasonable rules and regulations adopted by the Board; and

(d) any suit in which any indispensable party is not a Bound Party.

With the consent of all parties hereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 15.04.

15.04 MANDATORY PROCEDURES:

(a) Notice. As a condition precedent to seeking any action or remedy, a Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein being individually, as a "Party," or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including defect or default, if any, in detail and the Persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the proposed remedy;

(iv) any evidence that depicts the nature and cause of the Claim and the nature and extent of repairs necessary to remedy the Claim, including expert reports, photographs and videotapes; and

(v) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

Notices given to Respondent pursuant to this Section shall be deemed sufficient if personally delivered, delivered by commercial messenger service, or mailed by registered or certified mail, postage prepaid, return receipt requested to the last known address of the Respondent as it appears on the records of the Association on the date of mailing.

(b) Claims Involving the Declarant or a Designated Builder. With respect to any Claim to which the Declarant or a Designated Builder is the Respondent:

(i) Right to Inspect. Claimant agrees to permit the Declarant or the Designated Builder and its agents to perform inspections and tests and to make all repairs and replacements deemed necessary by the Declarant or the Designated Builder to respond to the Claim. The Declarant or the Designated Builder shall have the Cure Period (defined below) to inspect and correct any alleged default. The Declarant or the Designated Builder shall be given a reasonable opportunity to perform all inspections and tests and make all repairs and/or replacements deemed to be necessary by Declarant or the Designated Builder.

(ii) Right to Cure. The Declarant or the Designated Builder shall have the right to repair, replace or pay the Claimant the reasonable cost of repairing or replacing any defective item. Unless otherwise provided by law or agreed by the Parties, the Declarant, the Designated Builder or Association, as the case may be, shall have not less than 35 days nor more than 90 days from receipt of the Notice (the "Cure Period") to cure as provided herein or to otherwise respond to the Claimant in the event that the Declarant determines that no default has occurred and/or default exists. A Claimant shall have no right to bring any action against the Declarant until expiration of the Cure Period. The Cure Period shall be extended by any period of time that Claimant refuses to allow the Declarant or the Designated Builder to perform inspections and/or perform tests as provided in subsection 15.04(b)(i) of this Article. Declarant shall have the right, but not the obligation, to take action during the Cure Period and/or respond to any notice received from Claimant.

(iii) Time. The time periods provided for the inspection and cure by the Declarant or the Designated Builder shall be extended by any period of time that Claimant refuses to allow Declarant or the Designated Builder to make inspections, tests, repairs and/or replacements. Any inspection, test, repair or replacement performed on a business day between 9 a.m. and 5 p.m. shall be deemed to be reasonable hereunder.

(iv) Dispute Resolution. Any dispute (whether contract, warranty, tort, statutory or otherwise), including, but not limited to (a) any and all controversies, disputes or

claims arising under, or related to, the Purchase Agreement, the Lot, or any dealings between the Declarant or the Designated Builder and Owner (with the exception of "consumer products" as defined by the Magnuson-Moss Warranty-Federal Trade Commission Act, 15 U.S.C. Section 2301 et seq., and the regulations promulgated thereunder), (b) any controversy, dispute or claim arising by virtue of any representations, promises or warranties alleged to have been made by the Declarant, the Designated Builder or its representative, and (c) any personal injury or property damage alleged to have been sustained by Purchaser on the Property (hereinafter individually and collectively referred to as "disputes" or "Claims"), shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided in Paragraphs 15.04(c) and 15.04(d) below and as provided by the Federal Arbitration Act (9 U.S.C. Section 1 et seq.) or applicable state law relating to arbitration and not by or in a court of law.

(v) Small Claims Court. Notwithstanding the requirement of arbitration, Claimant shall have the option, after mediation to seek relief in a small claims court for disputes or Claims within the scope of the court's jurisdiction in lieu of proceeding with arbitration.

(vi) Mediation Fees. The Declarant or the Designated Builder shall pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the Parties.

(vii) Arbitration Fees. The fees for any claim in an amount of $10,000 or less shall be apportioned as provided in applicable AAA rules. Unless provided otherwise by applicable AAA rules, for claims that exceed $10,000, the filing Party shall pay up to the first $750 of any initial filing fee to initiate arbitration. Under the following conditions, the Declarant or the Designated Builder agrees to pay up to the next $2,000 of any initial filing fee: (1) Claimant has participated in mediation prior to initiating the arbitration; (2) the parties have mutually agreed to waive mediation; or (3) the Declarant or the Designated Builder files for arbitration under Paragraph (d)(i) below. The portion of any filing fee not covered above, and any case service fee, management fee or fees of arbitrator(s), shall be shared equally by the Parties.

(viii) The Declarant or the Designated Builder and Claimant agree that notwithstanding anything to the contrary, the rights and obligations set forth in this Article Twelve shall survive (1) the closing of the sale of the Dwelling Unit; (2) the termination of the Purchase Agreement by either party; or (3) the default of the Purchase Agreement by either party. The waiver or invalidity of any portion of this paragraph shall not affect the validity or enforceability of the remaining portions of this paragraph. Declarant or the Designated Builder and Claimant further agree (1) that any dispute involving Declarant's, or the Designated Builder's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in court of law; (2) that the Declarant or the Designated Builder may, at its sole election, include its sub-contractors and suppliers, as well as any warranty

company and insurer as parties in the mediation and arbitration; (3) that the mediation and arbitration will be limited to the parties specified herein.

(c) Negotiation and Mediation.

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within 90 days after the date of the Notice and the Cure Period has expired(or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), either Party shall have 30 days from the date of Termination of Negotiations to submit the Claim to mediation. The mediation shall be filed with and administered by the American Arbitration Association ("AAA") in accordance with the AAA's Supplementary Mediation Procedures for Residential Construction Disputes in effect on the date of the Notice. If there are no Supplementary Mediation Procedures for Residential Construction Disputes currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of the Notice shall be utilized. Unless mutually waived in writing by the Parties, submission to mediation is a condition precedent to either Party taking further action with regard to the Claim.

(iii) If a Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, then the Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties to not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that the mediation was terminated.

(d) Binding Arbitration.

(i) Upon Termination of Mediation, either Party shall thereafter be entitled to initiate binding arbitration of the Claim under the auspices of AAA in accordance with the AAA's Supplementary Arbitration Procedures for Residential Construction Disputes in effect on the date of the Notice. If there are no Supplementary Arbitration Procedures for Residential Construction Disputes in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such Notice shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless the Parties agree otherwise, Claims in excess

of $10,000 but less than $500,000 shall utilize the Regular Track Procedures of the Construction Industry Arbitration Rules, as modified by the Supplementary Arbitration Procedures for Residential Construction. If the Claim amount exceeds $250,000 or includes a demand for punitive damages, the Claim shall be heard and determined by three arbitrators. Otherwise, unless mutually agreed to by the Parties, there shall be one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

(ii) At the request of any Party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of the Parties.

(e) Costs and Expenses. Except as otherwise provided under subparagraphs 15.04(b) above, each Party shall bear its own costs and expenses, including attorney's fees, for any mediation and arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting Party shall be awarded reasonable attorneys fees and expenses incurred in defending such contest. In addition, if a Party fails to abide by the terms of a mediation settlement or arbitration award, the other Party shall be awarded reasonable attorneys fees and expenses incurred in enforcing such settlement or award.

15.05 AMENDMENT OF ARTICLE: Without the express prior written consent of Declarant, this Article may not be amended for a period of twenty years from the effective date of this Declaration.

ARTICLE SIXTEEN
Miscellaneous

16.01 NOTICES: Subject to the provisions of Section 15.04, any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

16.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

16.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

16.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George H. Bush, the former President of the United States.

16.05 ASSIGNMENT BY DECLARANT: Except as otherwise provided herein, all rights which are specified in this Declaration to be rights of the Declarant or a Designated Builder are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant or a Designated Builder hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant or a Designated Builder hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant or a Designated Builder hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

16.06 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit or Unbuilt Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit or Unbuilt Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit or Unbuilt Dwelling Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Dwelling Unit or Unbuilt Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit or Unbuilt Dwelling Unit.

16.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY: Illinois courts have held that every agreement for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the agreement and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the purchaser. However, the courts have also held that a seller-builder and purchaser may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular agreement. Each

purchaser of a Detached Home or Duplex Home from Declarant or a Designated Builder has waived, and the Declarant and each Designated Builder agreed in the purchase contract that the Declarant has excluded has disclaimed, the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Detached Home or Duplex Home and, accordingly, no Owner of a Detached Home or Duplex Home shall have the right to assert a claim against Declarant or any Designated Builder for a breach of the Implied Warranty of Habitability or any other implied warranty.

Dated: July 6, 2005

DECLARANT:

CREEKSIDE CROSSING, L.L.C., an Illinois limited liability company

By: Lennar Chicago, Inc., an Illinois corporation, a Member

By: Susan M. Scalzo
Its: Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Susan M. Scalzo, as Vice President of Lennar Chicago, Inc., an Illinois corporation, which is a Member of Creekside Crossing, L.L.C., an Illinois limited liability company (the "Company"), appeared before me this day in person and acknowledged that She signed, sealed and delivered this Declaration as her free and voluntary act, and as the free and voluntary act of the Company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of July, 2005

Hanan Merza
Notary Public

"OFFICIAL SEAL"
HANAN MERZA
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXPIRES 11/01/06

CONSENT OF MORTGAGEE

RBC Centura Bank, a North Carolina banking corporation, as holder of a mortgage recorded in the office of the Recorder of Deeds of Will County, Illinois, on _____, as Document No. _____ with respect to the Premises, hereby consents to the Recording of the Supplemental Declaration to which this Consent is attached and agrees that its mortgage shall be subject to the terms of the Declaration, as supplemented and amended from time to time.

Dated: July 7, 2005

RBC Centura Bank, a North Carolina banking corporation

By: _____ V.P.

ATTEST: ~~Its:~~ DAVID J. BOURG Vice Pres.

By: _____
~~Its:~~ _____

STATE OF ~~ILLINOIS~~ TEXAS)
) SS.
COUNTY OF ~~HARRIS~~)

The undersigned, a Notary Public in and for said County and State, do hereby certify that David J Bourg and _____, the Vice President and _____ respectively, of RBC Centura Bank, a North Carolina banking corporation ("Mortgagee"), and, as such _____ and _____ appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of the Mortgagee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7 day of July, 2005.

_____
Notary Public

My Commission Expires: 10-1-08

LEIGH ANN JANSE
Notary Public, State of Texas
My Commission Expires
October 01, 2008

EXHIBIT A TO
DECLARATION FOR CREEKSIDE CROSSING

The Development Area

PARCEL ONE:

TRACT I: THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN.

TRACT II: THE NORTHEAST QUARTER, SOUTH OF THE INDIAN BOUNDARY LINE, IN SECTION 19, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART OF THE SAID NORTHEAST QUARTER, SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SAID NORTHEAST QUARTER WITH SAID INDIAN BOUNDARY LINE; THENCE NORTH 42 DEGREES 48 MINUTES 22 SECONDS EAST 80.15 FEET ALONG SAID INDIAN BOUNDARY LINE, THENCE SOUTH 88 DEGREES 42 MINUTES 39 SECONDS EAST 965.01 FEET TO A POINT THAT IS 35.10 FEET NORMALLY DISTANT NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 77 DEGREES 13 MINUTES 44 SECONDS EAST 71.72 FEET TO A POINT THAT IS 19.12 FEET NORMALLY DISTANT NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 60 DEGREES 22 MINUTES 13 SECONDS EAST 38.54 FEET TO THE SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST 1122.68 FEET ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING;

TRACT III: THAT PART OF THE NORTHEAST QUARTER, SOUTH OF THE INDIAN BOUNDARY LINE, IN SECTION 19, IN TOWNSHIP 36 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE SAID NORTHEAST QUARTER WITH SAID INDIAN BOUNDARY LINE; THENCE NORTH 42 DEGREES 48 MINUTES 22 SECONDS EAST 80.15 FEET ALONG SAID INDIAN BOUNDARY LINE, THENCE SOUTH 88 DEGREES 42 MINUTES 39 SECONDS EAST 965.01 FEET TO A POINT THAT IS 35.10 FEET NORMALLY DISTANT NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 77 DEGREES 13 MINUTES 44 SECONDS EAST 71.72 FEET TO A POINT THAT IS 19.12 FEET NORMALLY DISTANT NORTH OF THE SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 60 DEGREES 22, MINUTES 13 SECONDS EAST 38.54 FEET TO THE SAID SOUTH LINE OF THE NORTHEAST QUARTER; THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST 1122.68 FEET ALONG SAID SOUTH LINE OF THE NORTHEAST QUARTER TO THE POINT OF BEGINNING; ALL IN WILL COUNTY, ILLINOIS.

PARCEL TWO:

THAT PART OF SECTION 17 LYING SOUTH AND EAST OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A STONE AT THE SOUTHWEST CORNER OF SAID SECTION 17, AND RUNNING THENCE NORTH 00 DEGREES 04 MINUTES 50 SECONDS EAST ON THE WEST LINE THEREOF, 108.82 FEET TO THE INDIAN BOUNDARY LINE; THENCE NORTH 42 DEGREES 46 MINUTES 24 SECONDS EAST ON SAID LINE AS MONUMENTED AND OCCUPIED 3237.30 FEET TO THE QUARTER SECTION LINE OF THAT PART OF SAID SECTION LYING NORTH AND WEST ON THE INDIAN BOUNDARY LINE; THENCE NORTH 43 DEGREES 11 MINUTES 25 SECONDS EAST ON SAID INDIAN BOUNDARY LINE AS MONUMENTED AND OCCUPIED, 63.06 FEET TO THE CENTER OF SPRINGHOLE CREEK; THENCE EASTERLY ALONG SAID CENTER LINE TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE NORTH 00 DEGREES 08 MINUTES 02 SECONDS WEST ON SAID LINE, 45.0 FEET TO A POINT WHICH IS 60.0 FEET SOUTH OF THE NORTH LINE OF SAID SOUTHWEST 1/4; THENCE SOUTH 65 DEGREES 54 MINUTES 35 SECONDS EAST, 813.57 FEET TO THE WEST LINE OF THE EAST 1907.0 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 17; THENCE SOUTH 00 DEGREES

00 MINUTES 26 SECONDS WEST ON SAID WEST LINE, 475.0 FEET TO THE SOUTH LINE OF THE NORTH 866.0 FEET OF SAID SOUTHEAST 1/4; THENCE CONTINUING SOUTH 00 DEGREES 00 MINUTES 26 SECONDS WEST ON SAID WEST LINE OF EAST 1907.0 FEET, A DISTANCE OF 1114.54 FEET TO THE NORTH LINE OF THE SOUTH 10.12 CHAINS (667.92 FEET) OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 36 MINUTES 10 SECONDS WEST ON SAID NORTH LINE, 252.22 FEET TO THE EAST LINE OF THE WEST 485.82 FEET OF SAID SOUTH 10.12 CHAINS; THENCE SOUTH 00 DEGREES 08 MINUTES 02 SECONDS EAST ON SAID EAST LINE, 667.92 FEET TO THE SOUTH LINE OF SAID SOUTHEAST 1/4; THENCE NORTH 89 DEGREES 36 MINUTES 10 SECONDS WEST ON SAID SOUTH LINE, 485.82 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4; THENCE WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 2641.1 FEET TO THE POINT OF BEGINNING IN WILL COUNTY, ILLINOIS.

EXHIBIT B TO
DECLARATION FOR CREEKSIDE CROSSING

The Premises

I. THE PREMISE

1. Lots 1001 through 1018, both inclusive, Lots 1060 -1130, both inclusive, Lots 1170-1174, and Lots A, B, C and D in Creekside Crossing Unit 1, being a subdivision of the South Half of Fractional Section 17, lying South and East of the Indian Boundary Line, Township 36 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, pursuant to the plat thereof recorded in Will County, Illinois on December 17, 2004, as Document No. R2004227441 ("Creekside Crossing Unit 1 Subdivision").

2. Lots 2001 through 2043, both inclusive, and Lots L and M in Creekside Crossing Unit 2, being a subdivision of Part of the South Half of the Southwest Quarter of Section 17 lying South and East of the Indian Boundary line and Part of the Northeast Quarter of Section 19 lying South and East of the Indian Boundary line and Part of the West Half of the Northwest Quarter Section 20, all in Township 36 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, pursuant to the plat thereof recorded in Will County, Illinois on December 17, 2004, as Document No. R2004227442 ("Creekside Crossing Unit 2 Subdivision").

3. Lots 3001 through 3012, both inclusive, and Lot N in Creekside Crossing Unit 3, being a subdivision in the West Half of the Northwest Quarter of Section 20, Township 36 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, pursuant to the plat thereof recorded in Will County, Illinois on December 17, 2004, as Document No. R2004227443 ("Creekside Crossing Unit 3 Subdivision").

4. Lots 1019 through 1059, both inclusive, Lots 1131 through 1169, both inclusive, and Lots F and H in Creekside Crossing Unit 4, being a subdivision in the South Half of Fractional Section 17 lying South and East of the Indian Boundary Line, Township 36 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, pursuant to the plat thereof recorded in Will County, Illinois on December 17, 2004, as Document No. R2004227444 ("Creekside Crossing Unit 4 Subdivision").

II. DWELLING UNITS

A. Detached Home Lots:

1. Lots 1001 through 1018, both inclusive, Lots 1060 -1130, both inclusive and Lots 1170-1174 in Creekside Crossing Unit 1 Subdivision.

2. Lots 3001 through 3012, both inclusive, in Creekside Crossing Unit 3 Subdivision.

3. Lots 1019 through 1059, both inclusive, and Lots 1131 through 1169, both inclusive, in Creekside Crossing Unit 4 Subdivision.

B. Duplex Lots:

1. Lots 2001 through 2043, both inclusive, in Creekside Crossing Unit 2 Subdivision.

III. COMMUNITY AREA

1. Lots A, D, O, P, Q and R in Creekside Crossing Unit 1 Subdivision.

2. Lots L and M in Creekside Crossing Unit 2 Subdivision.

3. Lot N in Creekside Crossing Unit 3 Subdivision.

4. Lots F and H in Creekside Crossing Unit 4 Subdivision.

IV. ASSOCIATION MAINTAINED PUBLIC GREEN AREA

All landscaped cul de sac and boulevard islands located on the dedicated rights of way which serve the Development, other than those which are located within the Drauden Road right-of-way; which areas shall be maintain by the Municipality.

V. FENCE RESTRICTED LOT

1. Lots 1001 through 1011, both inclusive, Lot 1018, Lot 1065, Lots 1074 through 1092, both inclusive, Lot 1107, Lot 1108, Lot 1125 and Lot 1126 in Creekside Crossing Unit 1 Subdivision.

2. Lots 3006 through 3008, both inclusive, in Creekside Crossing Unit 3 Subdivision.

3. Lots 1019 through 1024, both inclusive, Lots 1027 through 1050, both inclusive, Lots 1131 through 1135, both inclusive, and Lots 1138 through 1149, both inclusive, in Creekside Crossing Unit 4 Subdivision.

ADDRESSES: Various addresses on Brookshore Court, Brookshore Drive, Cove Circle, Creekview Drive, Indian Boundary Court, Indian Boundary Road, Island Drive, Portage Court, Parkside Drive, Portage Lane, Springview Court and West Cove Way, all in Plainfield, Illinois.

EXHIBIT C TO
DECLARATION FOR CREEKSIDE CROSSING

Storage Shed Specifications

A. Concrete Slab:

1. Shed to be constructed upon a 4" thick concrete slab on 4" of compacted granular fill.

2. The dimension of the concrete slab may not exceed 10' x 10'.

3. Perimeter of slab to be thickened to 12" deep and 6" wide.

4. Concrete to be minimum strength of 3000 p.s.i.

5. 1/2" diameter anchor bolts, 8" long to be installed minimum every 4'-0".

B. Structure:

1. Exterior walls to be constructed of 2" x 4" wood studs spaced at 16" on center maximum with a single 2" x 4" wood plate at the top and bottom.

2. Minimum 1/2" exterior grade plywood or OSB to applied to the exterior walls prior to finish materials.

3. Outside corners to be trimmed using primed, 1" x 4" rough sawn cedar, finish coat to be solid body stain to match trim on home.

4. Exterior siding to be .019 gauge, horizontal double 4" aluminum or vinyl siding-color and style to match home.

5. Rakes, fascia and soffits to be .024 gauge aluminum wrapped.

6. Roof shingles to be 25 year warranteed, 3 tab, fiberglass shingles on 15# felt paper. Shingle color and style to match home.

7. Roof structure to be pre-engineered or stick built roof trusses spaced at a maximum of 24" on center with a roof pitch of 6" rise in 12" of run.

8. Maximum height of the shed at its roof peak shall not exceed 10.5'.

EXHIBIT D TO
DECLARATION FOR CREEKSIDE CROSSING

Construction and Architectural Design Standards

1. Architectural Designs. The Declarant shall provide a variety of architectural designs for residential dwelling units ("Homes") for the purpose of discouraging excessive similarity between units. Declarant shall establish appropriate policies and procedures to provide distinction between surrounding dwelling units for the purpose of anti-monotony. Declarant shall follow the anti-monotony policy and the Design Guidelines for Planned Unit Developments ("Design Guidelines") of the Municipality regarding the exterior elevations and landscaping of the buildings. No Detached Homes or Duplex Home buildings with the same building elevations can be constructed next to, across the street, or catty-corner from another like building elevation.

2. Types of Homes. For the purpose of this exhibit a different standard shall apply to the three types of single family detached homes and the duplexes. These types of Homes are as follows:

   a) 13,500 sq. ft. homesites, 90 ft. minimum width (referred to as 13k)

   b) 12,000 sq. ft. homesites, 85 ft. minimum width (referred to as 12k)

   c) 10,800 sq. ft. homesites, 80 ft. minimum width (referred to as 11k)

   d) Duet Villa (referred to as Dup)

3. Minimum Home Size. All Homes constructed in Creekside Crossing shall provide the following square footage of finished living quarters:

   a) 13k -2,400 sq. ft. ranch, 2,800 sq. ft. multi-story

   b) 12k- 2,200 sq. ft. ranch, 2,600 sq. ft. multi-story

   c) 11k- 1,850 sq. ft. ranch, 2,000 sq. ft. multi-story

   d) Dup-1,650 sq. ft. ranch, 1,800 sq. ft. multi-story

4. Architectural Review. The Declarant shall have the right to require architectural review by the Declarant of all buildings and structures to be erected in the Development. Approval must be obtained prior to application for a building permit and the commencement of any clearing, grading or construction activity. Each builder shall submit an affidavit with each building permit application affirming that the proposed structure's elevations comply with this Declaration. The Declarant shall have the right to

assign, designate, or relinquish this authority for architectural review to the Association at any time.

(a) A Dwelling Unit Owner or a Dwelling Unit Owner's agent may meet with the Declarant prior to submitting plans for approval. The Declarant will review preliminary design sketches to confirm the appropriateness of the design concept and compliance with this exhibit and the Design Guidelines. A site plan showing existing grades, house elevations, property lines, setbacks and proposed house locations shall be provided in addition to the preliminary design sketches. Any remodeling, modifications and additions to existing improvements are required to meet the same criteria as new constructions. All criteria set forth herein shall apply to remodeling, modifications and additions, and approval from the Declarant is required for such work just as it is for new construction. An Owner wishing to remodel or construct an addition on his Dwelling Unit must submit a plan for approval which details the proposed modification to the Declarant. The Owner shall submit the following information:

(i) construction plans and specifications, showing the nature, kind, shape, height, materials, and color scheme of the building or structure,

(ii) a plat or survey showing the location on the lot of the building or structure as surveyed by any surveyor specified by the Declarant, and

(iii.) A grading plan as engineered and drawn by any engineer specified by the Declarant.

(b) The Declarant shall have the right to reasonable refuse to approve any such construction it determines is not suitable or desirable for the Development, based on aesthetic considerations or other factors.

(c) A report in writing setting forth the decision of the Declarant and the reason therefore shall thereafter be transmitted to the applicant by the Declarant within thirty (30) days after the date of filing the plans, specifications, and other information by the applicant. In the event the Declarant fails to approve or to disapprove such application within 30 days after the date of filing, the plans, specifications, and other information, its approval will not be required and this Section will be deemed to be complied with and waived unless, within the original thirty (30) day period, the Declarant notifies the applicant of its election to extend the review period by an additional fifteen (15) days. All plans, specifications, and other information submitted shall be maintained by the Declarant, regardless of whether approval or disapproved.

5. General Rights. The Declarant shall have the right to modify Exhibit D, including all architectural review provisions, and to execute such documents or undertake any actions affecting the subject property, which in its sole discretion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or

reserved to it in this Exhibit D, with approval by the Municipality, which approval shall not be unreasonably withheld.

6. Liability for Plans. Neither the Declarant nor the Association shall be liable nor responsible to any lot purchaser or lot Owner or to any other person, firm or corporation, for the structural design or architectural validity of all or any portion of any plans and specifications submitted to the Declarant or its assignee or agents for architectural review and approval, nor shall the Declarant nor the Association be liable to any lot owner or any person having any interest in a lot, for any act or failure to act on any application submitted for architectural approval. Each Owner agrees by accepting title or any interest in any lot that the Declarant, and the Association and each member thereof shall be immune from suit or liability in accordance with the foregoing.

7. Minimum Building and Lot Standards: All Homes shall conform to the following:

(a) All building fronts, both one-story and two-story, may incorporate any of the following:

(i) Masonry (including brick and stone but excluding concrete block, split face block or similar material) is required on the front elevation in the following minimum amounts:

a) 13k-50%
b) 12k-50%
c) 11k-30%
d) Dup-50%

(ii) Stucco (or similar material such as E.I.F.S.).

(iii) Aluminum, vinyl, concrete or cedar siding.

(iv) Any combination of the above, with the approval of the Declarant.

(b) Building sides and rear may incorporate the same materials as the front.

(c) All homes will have a minimum two car garage. For front loaded garages, the garages shall be a maximum of three-car.

(d) All homes will have a minimum roof pitch on the main mass of the roof and material as follows:

a) 13k-6/12 Architectural grade shingles

b) 12k-6/12 Village requirements

c) 11k-6/12 Village requirements

d) Dup-6/12 Village requirements

(e) Driveway surfaces may be poured concrete, brick or modular pavers (with approval of Declarant) or asphalt. No stone, screenings or other "loose" materials are permitted for driveways.

(f) Each driveway will have a minimum width of 16 feet and be 20 feet wide at the curb, and allow for off-street parking of at least two cars.

8. Minimum Landscaping Standards: The landscape design for each building site should provide the following minimum turf grass and plant materials:

(a). Turf Grass – shall consist of sod in all front yards and parkways and all side yards which front a street. Side yards which do not front streets and all rear yards may be seeded although sodding throughout is suggested. If lawns are seeded the owner shall be responsible for maintaining erosion control until seed is germinated and bare spots are eliminated.

(b). Plant Material Sizes – the following minimum sizes shall be provided for plantings on the homesites:

Plant Material Type	Minimum Size & Transplant Type
Deciduous Shade Trees	2 inch BB, min. of 2 per home
Deciduous Ornamental Trees	6 foot BB (shrub form) 1.5 inch BB (tree form)
Evergreen Trees	6 foot BB
Deciduous Shrubs	3 foot BB (standard species)
Deciduous Shrubs	24 inch BB or container (dwarf species)
Evergreen Shrubs	24 inch BB or container (standard species)
Evergreen Shrubs	18 inch BB or container (prostrate species)
Groundcover/Perennials	4 inch pots

The minimum quantity of plant material shall be 2% of the Home construction cost. The cost of the plant material need not exceed $7,500., includes turf and parkway trees, and excludes any hardscapes.

9. Plant Material Quantities. Parkway Trees: The Declarant shall provide one (1) parkway tree for each interior lot and three (3) parkway trees for each corner lot. All parkway trees shall be a 2 ½ inch minimum caliper measured 2 ½ feet from the ground.

10. Village Design Guidelines. The Design Guidelines for Planned Unit Developments are incorporated into this exhibit. These guidelines require special treatment for Key Lots and Through Lots. These Lots and the architectural requirements are identified as follows:

(A) Key Lots

(i) Lots: 1001, 1015, 1026, 1037, 1038, 1045, 1046, 1059, 1060, 1069, 1070, 1086, 1103, 1104, 1109, 1110, 1115, 1140, 1149, 1150, 1160, 1169, 2001-2043, 3001, 3012, 5000, 5005, 5018, 5019, 5026, 5028, 5041, 5044, 5051, 5052, 5054, 5060, 5064, 5067, 5081, 5084, 5102, 5117, 5127, 5131, 5132, 5136, 5137, 5150, 5151, 5156, 5159 and 5161.

(ii) Architectural Treatment:

a. Front doors and windows to major rooms shall be oriented to the street. Walkways that lead to the front door, separated from any driveway are encouraged. The front door should be a prominent and welcoming feature. Open front porches that face the street are also advocated.

b. Any elevation which has exposure to a street shall feature the use of brick or other natural materials on these elevations.

c. Simple roof forms, such as gable or hip are encouraged. Dormers are also encouraged. Multiple gables and overly-pronounced roof forms should be avoided.

d. All elevations shall have windows.

(iii) Landscape Treatment:

a. The landscaping shall conform to the Prototypical Key Lot landscape plan attached as Exhibit D-1.

(B) Through Lots

(i) Lots: 1050 through 1063, both inclusive, 2015 through 2030, both inclusive, 3001 through 3008, both inclusive, 5004 through 5018, both inclusive, and Lots 5145 through 5147, both inclusive.

(ii) Architectural Treatment:

a. Balanced window fenestrations.

b. Provide for at least one 2-foot minimum plane change.

c. Provide for gable or hip roof change on rear elevation.

d. Provide wood trim and shutters as rear design elements.

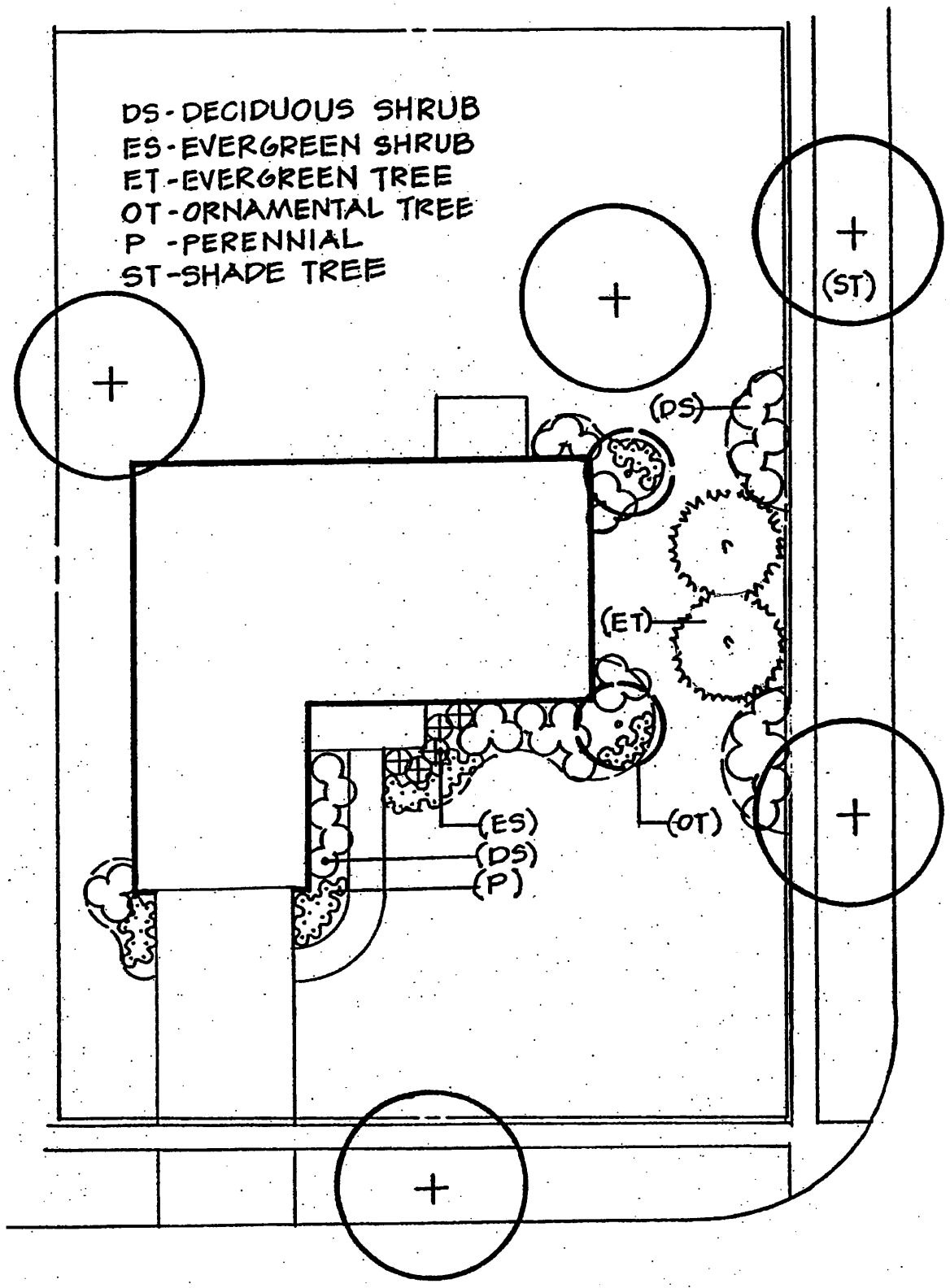
e. Use exterior materials as associated with front elevation.

11. Lot Owner's Responsibility The lot owner is responsible for the maintenance of the lot and repairs to any erosion control and contiguous public improvements until the home construction is complete and landscaping is installed.

EXHIBIT D-1 TO
DECLARATION FOR CREEKSIDE CROSSING

Prototypical Key Lot

[See attached]



CREEKSIDE CROSSING
PROTOTYPICAL KEY LOT

1" = 20'