

Declaration of Covenants and Restrictions

DECLARATION OF COVENANTS & RESTRICTIONS

AUGUST 23, 2003

**THIS DOCUMENT RECORDED ON SEPTEMBER 4, 2003
WILL COUNTY RECORDER DOCUMENT R 2003219148**

PREFACE

This document contains the Approved Covenants and Restrictions for the communities of Fisherman's Village, Explorer Village, Tully Monster Village and Fossil Cove Village of Shadow Lakes. It supercedes all previous Covenants and Restrictions, Supplemental Declarations and Amendments.

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
OF SHADOW LAKES**

THIS DECLARATION is made on August 23, 2003, by Shadow Lakes II Association, an Illinois Not-For-Profit corporation, incorporated on November 27, 1989 (hereinafter referred to as “Declarant”)

WITNESSETH:

WHEREAS, Shadow Lakes is comprised of certain real property located in Braidwood, Will County, State of Illinois, as identified more specifically on Exhibit A, attached hereto and made a part hereof; and,

WHEREAS, Declarant manages the affairs of Lots and Common Property situated in Shadow Lakes and has imposed upon them mutual and beneficial restrictions, covenants, equitable servitudes and charges under a general plan to operate the operations of the Association for the benefit of all Lots, Common Property and the Owners and future Owners.

WHEREAS, there has previously been recorded the following Declarations of Covenants and Restrictions, Declaration of Amendment and Supplemental Declarations of Covenants:

1. The Declaration of Covenants and Restrictions dated April 14, 1988 and recorded June 6, 1988 as Document No. R88-24060 in the Office of the Recorder, Will County, Illinois.
2. The Supplemental Declaration of Covenants for Shadow Lakes Development Phase 2 Explorer Village dated July 28, 1988 and recorded on July 29, 1988 as Document R88-34718 in the Office of the Recorder, Will County, Illinois.
3. The Declaration of Covenants and Restrictions dated May 25, 1989 and recorded May 25, 1989 as Document No. R89-25018 in the Office of the Recorder, Will County, Illinois.
4. The Declaration of Covenants and Restrictions dated September 29, 1989 and recorded September 29, 1989 as Document No. R89-50005 in the Office of the Recorder, Will County Illinois.
5. The Supplemental Declaration of Covenants for Fisherman’s Village- Unit 1 dated September 29, 1989 and recorded on September 29, 1989 as Document R89-50005 in the Office of the Recorder, Will County, Illinois.
6. The Supplemental Declaration of Covenants for Fisherman’s Village- Unit 2 dated June 20, 1990 and recorded on July 5, 1990 as Document R90-036699 in the Office of the Recorder, Will County, Illinois.
7. The Supplemental Declaration of Covenants for Tully Monster Village dated June 20, 1990 and recorded on July 5, 1990 as Document R90-036700 in the Office of the Recorder, Will County, Illinois.
8. The Supplemental Declaration of Covenants for Fossil Cove Village-Phase 2 dated December 16, 1992 and recorded on January 15, 1993 as Document R93-004205 in the Office of the Recorder, Will County, Illinois.
9. The Supplemental Declaration of Covenants for Fossil Cove Village-Phase 3 dated May 19, 1993 and recorded on May 20, 1993 as Document R93-039313 in the Office of the Recorder, Will County, Illinois.
10. The Supplemental Declaration of Covenants for Fossil Cove Village-Phase 4 dated August 10, 1993 and recorded on August 12, 1993 as Document R93-069007 in the Office of the Recorder, Will County, Illinois.
11. The Supplemental Declaration of Covenants for Shadow Lakes R. V. Resort-Explorer Village Lots 1 to 50 dated October 15, 1993 and recorded on November 23, 1993 as Document R93-104979 in the Office of the Recorder, Will County, Illinois.

12. The Supplemental Declaration of Covenants for Fossil Cove Village-Phase 5 dated January 19, 1994 and recorded on January 26, 1994 as Document R94-011436 in the Office of the Recorder, Will County, Illinois.
13. The Supplemental Declaration of Covenants for Fossil Cove Village-Phase 6 dated January 19, 1994 and recorded on May 18, 1994 as Document R94-052013 in the Office of the Recorder, Will County, Illinois.
14. The Supplemental Declaration of Covenants for Fossil Cove Village-Phase 7 dated August 8, 1996 and recorded on August 12, 1996 as Document R96-071373 in the Office of the Recorder, Will County, Illinois.
15. The Supplemental Declaration of Covenants for Fossil Cove Village-Phase 8 dated August 8, 1996 and recorded on August 12, 1996 as Document R96-071375 in the Office of the Recorder, Will County, Illinois.
16. The Declaration of Amendment recorded on November 25, 1997 as Document R97-104703 in the Office of the Recorder, Will County, Illinois.

WHEREAS, Declarant now desires to amend the prior Declarations of Covenants and Restrictions, Declaration of Amendment to Covenants and Supplemental Declarations of Covenants, to reflect changes in purpose and structure, to allow for the mutual benefit for the Association;

WHEREAS, Declarant declares that the Declarations of Covenants and Restrictions, the Declaration of Amendment and the Supplemental Declaration of Covenants, listed above, be considered null and void and that the Amended and Restated Declaration of Covenants and Restrictions shall supersede the listed Declarations, by approval of the vote of a majority of the Members.

NOW THEREFORE, Declarant declares that all of the Lots and Common Property in Shadow Lakes hereby and hereafter subjected to this Declaration are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in the general plan to operate the Association and agreed upon for the purpose of enhancing and protecting value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual and equitable servitudes upon each of said Lots in favor of each and all other Lots; to create reciprocal rights between the respective Owners of all such Lots; to create a privity of contract and estate between the grantees, thereof, their heirs, successors and assigns; and shall, as the Owner of each Lot, his heirs, successors or assigns, operate as Covenants running with the land for the benefit of each and all other such Lots in the Association and their respective Owners, present and future.

I. DEFINITIONS

The following terms as used in this Declaration are defined as follows:

- A. "Amended Plat" means real property being annexed to the boundaries of Shadow Lakes, which incorporates the provisions of this Declaration, therein by reference.
- B. "Architectural Guidelines" means the published building requirements of the Association.
- C. "Articles" means the Articles of Incorporation of the Association
- D. "Associate Member" means any spouse and children of the Member.
- E. "Association" means the Shadow Lakes II Association, an Illinois not-for-profit corporation.
- F. "Board" means the Board of Directors of the Association.
- G. "Bylaws" mean the Bylaws of the Association
- H. "Bathroom Facilities" means toilet, sink and either a shower or bathtub.
- I. "Committee" means the Property Owners Association Committee, hereinafter known as the "POAC".

- J. "Common Property or Properties" means all of the real property, which has been conveyed to the Association, for the use of Members, Associate Members and their guests or for Association use. It includes all real property designated as Parcels, Lots, Outlots and Reserves in the Plats and Amended Plats and all real property acquired by the Association for such use, whether from a Developer or otherwise, together with improvements which may at any time be constructed thereon including, but not limited to, recreational and community facilities, as more specifically set forth in EXHIBIT A.
- K. "Declaration" means this Amended and Restated Declaration of Covenants and Restrictions and any amendments thereto.
- L. "Garage" means a shelter for automotive vehicles.
- M. "Household" means one or more persons, each related to the other by blood, marriage or legal adoption, or a group of unrelated persons residing in the same unit.
- N. "Improvements" means all buildings, outbuildings, streets, roads, driveways, parking areas, fences, retaining and other walls, docks, piers, poles, antennae, wells, septic fields and underground pipes and any other structures of any kind.
- O. "Lot," means any numbered tract for occupancy and use in accordance with this Declaration as duly recorded or any Supplemental Declarations subsequently recorded. Lots owned by the Association may or may not be designated as Common Property.
- P. "Member" means Member of the Association.
- Q. "Member in Good Standing" means any Member who has paid all dues and assessments when due and has no outstanding debts with the Association, except for fines.
- R. "Outlots" means real property within the boundary of Shadow Lakes, as more specifically set forth in EXHIBIT A, for which the Association holds title and are herein referred to as Common Property.
- S. "Owner" means:
1. Any person or legal entity that may hold fee simple title to any Lot.
 2. Any person or legal entity who purchases any Lot on contract pursuant to a written agreement entitling such person to occupancy in which case the occupant will be recognized as the Owner in possession while said agreements are in effect.
- T. "Parcel" means any numbered tract for occupancy and in accordance with this Declaration. Commercially zoned property is not designated as Common Property.
- U. "Park Model" means a unit, built on a single chassis, mounted on wheels and having a gross trailer area, not exceeding four hundred (400) square feet in the set up mode, and of such size and weight as to require a special highway movement permit when drawn by a motorized vehicle. They shall have bathroom facilities.
- V. "Permanent Structure" means a residential dwelling on a suitable permanent foundation, in compliance with state and local building codes and suitable for residential living quarters.
- W. "Plat" means any Plat of Subdivision of Shadow Lakes as recorded with the Will County, Illinois Records Office.
- X. "Recreational Vehicle" or "RV" means a vehicular type of unit designed for recreational purposes with living quarters, which either has its own motive power or is mounted on or drawn by another vehicle. They shall have the Recreational Vehicle Institute of America (RVIA) seal of approval and meet the current requirements of the Association.
1. Travel Trailer means a vehicular unit mounted on wheels, of such size or width as not to require special highway movement permits when drawn by a motorized vehicle.

2. Truck Camper means a portable unit, constructed to provide living quarters for recreational, camping or travel uses, designed to be loaded onto, or affixed to, the bed or chassis of a truck.
 3. Motor Home means a vehicular unit built on a self-propelled motor vehicle chassis. Slide-on truck camper units shall not be considered Motor Homes.
 4. Camping Trailer means a vehicular unit mounted on wheels and constructed with collapsible partial sidewalls, which fold for towing by another vehicle and unfold at the campsite, or a type with two hard walls that telescope one over the other, and is initially designed for temporary living quarters for camping and travel purposes. Any vehicle that does not have full bathroom facilities shall be considered a Camping Trailer.
- Y. "Reserve" means real property, within the boundary of Shadow Lakes, as more specifically set forth in EXHIBIT A, for which the Association holds title and which form a part of the Common Property.
- Z. "Rules and Regulations" means the published standards of conduct required by the Association, as set forth in the Property Owners Guidebook.
- AA. "Supplemental Declaration" means, in the case of real property being added to the coverage of this Declaration, the recorded Supplemental Declaration that incorporates the provisions of this Declaration therein by reference. The Supplemental Declaration shall include a description of the real property in Shadow Lakes, subject to the provisions of this Declaration, and shall designate the permitted uses of such property.
- BB. "Tent" means a movable shelter made of canvas or other similar material and supported by a pole or poles designed and manufactured to provide temporary living quarters for recreational and camping use.

II. LAND USE

The Lots within Shadow Lakes shall be designated on a Plat or Supplemental Declaration. Their permissible uses shall thereupon become subject to the Restrictive Covenants and/or other provisions of this Declaration relating to such uses.

- A. Lots. All property in the Association, designated for occupancy, shall be classified as Lots and shall be subject to the restrictions on use set forth in this Declaration, and except for lots in Fossil Cove Phase II, may not be occupied for more than eight (8) months in any calendar year and/or utilized as a principal residence of the Owner or occupant thereof, unless the Lot has been specifically approved as a year round residence. To be approved as a year round residence, a Lot must meet the following requirements:
1. The Lot has been improved with a Park Model, as previously defined, or a Permanent Structure built on a foundation and designed for permanent year round occupancy, and
 2. The Lot is assessed dues by the Association at a rate reflecting its status as a year round residence in accordance with the Bylaws of the Association, and
 3. The Lot has been formally approved by the Association for such designation and such approval has not subsequently been withdrawn.
 4. Each existing Permanent Structure or Park Model shall be reviewed by the Association and determined to be suitable for year round permanent occupancy in accordance with written standards to be promulgated by the Association. In the event that a Lot and its structure are deemed not to be suitable for such occupancy, the Owner shall be advised of such deficiencies and shall be given a variance of one (1) year to correct or repair such structure so as to comply with the Association standards.

5. New Permanent Structures or Park Models shall be reviewed for compliance with this standard within sixty (60) days of the application for the same.

B. Setback Requirements for all Lots. Unless otherwise provided on a Plat or Supplemental Declaration, the setback requirements shown below shall be applicable. If a discrepancy exists, the Plat shall rule. All Recreational Vehicles, Park Models or Permanent Structures shall be at least:

1. Twenty (20) feet from the front (road) lot line or as shown on the recorded Plat.
2. If a Recreational Vehicle or Park Model, six (6) feet from all remaining (side and rear) lot lines other than a shoreline, which may be zero (0) feet.
3. If a Permanent Structure, ten (10) feet from all remaining (side and rear) lot lines other than a shoreline, which may be zero (0) feet.
4. An enclosed porch attached to a Permanent Structure shall be ten (10) feet from the side except the shoreline, which may be zero (0) feet.
5. A shed shall be twelve (12) feet from the front (road) lot line and two (2) feet from all other (side and rear) lot lines and the shoreline.
6. An enclosed porch, not exceeding two hundred fifty (250) square feet and not attached to a Permanent Structure, shall be twenty (20) feet minimum from the front (road) lot line and six (6) feet from all remaining (side and rear) lot lines except the shoreline, which may be zero (0) feet.
7. A detached garage shall be at least twenty (20) feet from the front (road) lot line and a minimum of ten (10) feet from all remaining (side and rear) lot lines, except the shoreline which may be zero (0) feet.

In the event that the Architectural Committee of the POAC shall determine that application of the set-backs contained herein would unreasonably limit the use of a particular Lot by the Owner and effectively deprive him of an appropriate site upon which to place a Permanent Structure, Recreational Vehicle or Park Model, that Committee may recommend, to the Board, a variance for the Owner of said Lot. The variance being, that the provisions of these setback requirements are changed sufficiently to enable the Owner to place a Permanent Structure, Recreational Vehicle or Park Model thereon.

Variations of other types may also be considered where the literal application of the Covenants and Architectural Guidelines requirements results in unnecessary hardship, and if the granting thereof will not be detrimental or injurious to Owners of other Lots. The Board of Directors may approve or disapprove such a variance at its discretion.

C. Common Property. All Parcels within Shadow Lakes, designated as Common Property, shall be subjected to the following:

1. Ownership. The Association shall hold title to all Common Property. All property shall be free and clear of all liens and encumbrances (other than liens for taxes), but subject to easements, rights of way, and restrictions as they appear of record.
2. Use. The use and enjoyment of Common Property and improvements thereon shall be subject to the powers of the Association, as set forth in this Declaration, Bylaws, and Rules and Regulations governing the use of such property and improvements as may from time to time be adopted by the Association.
3. Sale of Common Property. At any time, the Association may, upon the affirmative vote of a simple majority of its Members entitled to vote, offer any such property for sale.

4. Subsequent Dedication. The Board may acquire property, either through purchase or other means, for dedication as Common Property.

III. EASEMENTS.

- A. Reservations. The following easements over each Lot and the right of ingress and egress to the extent reasonably necessary to exercise such easements are reserved to the Association and the Board, its assigns and licensees. In addition to the recorded Plats the following easements exist:
 1. Utilities. A five (5) foot wide easement shall run along the inside of all Lot lines except those Lots lines adjacent to road right-of-way lines, in which case such strip shall be twenty (20) feet wide or as shown on the Plat. This easement is for the installation, maintenance and operation of utilities, including natural gas, electrical service, telephone, radio and television transmission cables, and for the accessory right to locate guy wires, braces, or anchors or to cut, trim or remove trees and plantings wherever necessary upon such Lots in connection with such installation, maintenance and operation.
 2. Slope and Drainage. A ten (10) foot wide easement running along the inside of all Lot lines adjacent to street right-of-way lines and a five (5) foot easement running along the inside of all side and rear lot lines for the purpose of cutting, filling, drainage and maintenance of slope and drainage courses.
The above easements are applicable unless shown otherwise on the Plats or in the Supplemental Declarations.
- B. Private Streets. All the streets and roadways within the subdivision as shown on the Plats shall be private streets and shall be Common Properties. The Declarant, on behalf of itself, its successors, assigns and licensees, reserves an easement, over, upon and under said streets and roadways for installation, maintenance and operation of public utility services; for purposes of drainage control; for non-exclusive access to Lots and other Common Properties by Owners of Lots, the Declarant; and for use by any government vehicle and employee on official business.
- C. Other Easements. Any other easements shown on the Plats; and, an easement in favor of the Association, its agents, employees, assigns, licensees and successors upon all lands within Shadow Lakes for the enforcement of this Declaration.
- D. Use or Maintenance by Owners. The areas of any Lots affected by the easements reserved herein shall be maintained continuously by the Owner of such Lot, but no structures, plantings or other material may be placed or permitted to remain or other activities undertaken thereon which may damage or interfere with the use of said easements for the purpose herein set forth. Improvements within such areas shall be maintained by the Owner of such Lot, except those for which a public authority or utility company is responsible.
- E. Liability for Use of Easements. No Owner shall have any claim or cause of action against the Association or its licensees arising out of exercise or non-exercise of any easement rights reserved hereunder or shown on the recorded Plat except in cases of willful, or wanton misconduct.
- F. Special Easements. In Fossil Cove Village - Phase 8, Lots 251, 252, 253, 279, 280, 281, and 282, inclusive, are hereby subjected to a Preservation Easement along the waterfront over that part of the Lots ("Preservation Easement Area") between the elevation 552.30 and elevation 567.50 (U.S.G.S. datum). No structures other than docks and stairways

shall be allowed within the Preservation Easement Area. Any construction or alteration of the natural terrain within the Preservation Easement Area will be allowed only with the approval of the Architectural Committee and the Board.

- G. Easements to Run with the Land. All easements and rights herein described are easements and rights running with the land, perpetually and in full force and effect, and at all times shall inure to the benefit of and be binding upon the Declarant, its successors and assigns, and upon an Owner of any part of the property, mortgagee or other persons having an interest in the property or any part thereof. Reference in respective deeds of conveyance or mortgages or trust deeds or other instruments to a lot on the property shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees described therein as though fully set forth in their entirety in such documents.

IV. GATED COMMUNITY

Shadow Lakes is a gated community and access to the general public is restricted.

- A. The Association shall provide access to Lots and Common Properties to Members and Associate Members in good standing.
- B. Access shall be provided to governmental employees and their vehicles on official business.
- C. Access may also be provided to utility employees and others doing work for the Association.
- D. Access will be provided to others doing work for Owners. It is the responsibility of the Owners to provide such access.

V. WATER AND SEWER SERVICES

The cost of water and sewer services shall be considered to be either a common expense and included in the annual assessment or may be billed separately to each Lot. The amount and manner of billing shall be at the sole discretion of the Board. In either case the charge shall become a lien upon the Lot as of the date the same became due and may be collected in any manner provided by law or in equity and may include foreclosure. Ownership of the sewer and water systems shall remain with the Association and the operation and maintenance thereof will be the responsibility of the Association. The Board however may negotiate the sale of the systems to a third party for operation, maintenance and billing, subject to the affirmative vote of a simple majority of its Members entitled to vote.

VI. LOT RESTRICTIONS-CONSTRUCTION

The following restrictions shall be applicable to all Lots within Shadow Lakes. Each Owner shall be bound to observe and perform the following restrictions:

- A. All construction shall be in compliance with this Declaration and the published Architectural Guidelines as developed by the Association from time to time, and with applicable local, state and federal regulations.
- B. All permitted Recreational Vehicles, Park Models and Permanent Structures used as recreational or living quarters, placed on Lots within the Association, must have a full bath with a shower or tub. The Association may limit the type of toilet, with respect to the number of gallons of water per flush. All plumbing fixtures, dishwashers, toilets, ejector pumps, washing machines and or other waste systems shall be attached to the sewer system servicing Shadow Lakes. All connections shall be made using approved local plumbing codes and standards.

- C. Downspouts, sump pumps and other non-waste water shall not be connected to the sewer system.
- D. Portable toilets, not connected to the sewer system, may be allowed by special permission of the Association for special use purposes.
- E. A Recreational Vehicle or RV cannot be used as a permanent residence.
- F. No used buildings, structures, Recreational Vehicles or Park Models, in excess of ten (10) years of age, shall be placed, erected or relocated on any Lot without the prior approval of the Association. The Association shall have the right to perform periodic exterior visual inspections on all units exceeding ten (10) years in age in order to verify that they are properly maintained, if not properly maintained the Association has the right to order their removal.
- G. All Park Models shall have the Recreational Park Trailer Industry Association, Inc. (RPTIA) seal for newer units. Existing units may have the RVIA seal of approval and meet the current requirements of the Association, as described in the Architectural Guidelines.
- H. Owners may construct a Permanent Structure, not to exceed the square feet of ground, as noted hereafter.
 - 1. In Explorer Village, in lieu of a Park Model or Recreational Vehicle, the Owner may elect to cause to be constructed a Permanent Structure not exceeding five hundred eighty (580) square feet of ground area plus an enclosed porch area not to exceed two hundred fifty (250) square feet.
 - 2. In Tully Monster Village, in lieu of a Park Model or Recreational Vehicle, the Owner may elect to cause to be constructed a Permanent Structure not exceeding seven hundred (700) square feet of ground area plus an enclosed porch area not to exceed two hundred fifty (250) square feet.
 - 3. In Fisherman's Village, in lieu of a Park Model, the Owner may elect to cause to be constructed a Permanent Structure not exceeding nine hundred (900) square feet of ground area plus an enclosed porch area not to exceed two hundred fifty (250) square feet.
 - 4. In Fossil Cove Village, Phases 1, and 3 through 8 inclusive, in lieu of a Park Model, the Owner may elect to cause to be constructed a Permanent Structure not exceeding nine hundred (900) square feet of ground area plus an enclosed porch area not to exceed two hundred fifty (250) square feet.
 - 5. In Fossil Cove Village Phase 8, Lots 246 through 252, inclusive, and 279 through 287, inclusive, the Owner may only elect to cause to be constructed a Permanent Structure not exceeding nine hundred (900) square feet of ground area plus an enclosed porch area not to exceed two hundred fifty (250) square feet.
 - 6. In Fossil Cove Village Phase 2, the Owner may only elect to cause to be constructed a Permanent Structure not exceeding eighteen hundred (1800) square feet of ground area. Detached garages shall be allowed, in lieu of a storage shed, but shall not exceed twenty (20) feet by twenty five (25) feet or five hundred (500) square feet of ground area.
- I. Except as otherwise provided, one (1) storage building may be placed on each Lot. Such storage building shall have a floor dimension covering not more than one hundred (100) square feet of ground area and not have more than an eight (8) foot roof peak height from the floor and shall be constructed on a concrete slab with a barn style (gambrel) roof. The

design, materials, construction, color and placement of such building must be approved by the Association in writing prior to the placement on the Lot and be in compliance with local building codes. A variance may be allowed, by the Association, for Lots with permanent structures to permit alternate roof designs.

- J. One (1) detached garage, not exceeding five hundred (500) square feet of ground area, may be approved to be constructed on a Lot providing it complies with the following rules:
 - 1. It is on a separate Lot that is adjoining or contiguous to a Lot which contains the same Owner's permanent structure.
- K. One (1) portable, freestanding screen house with a removable roof having a maximum area of one hundred fifty (150) square feet may be placed on a Lot.
- L. Portable structures, except as described above, are not allowed.
- M. Completion of construction of any improvements, once commenced shall be completed within twelve (12) months. Improvements not completed within twelve (12) months shall be deemed to be nuisances and be subject to action by the Board.
- N. Buildings or structures that have been partially or totally destroyed and not rebuilt within twelve (12) months shall deem to be nuisances and be subject to action by the Board.
- O. All Permanent Structures, Park Models and Recreational Vehicles shall be properly maintained and not allowed to become deteriorated. If allowed to become deteriorated they shall be deemed to be a nuisance and be subject to action by the Board.

VII. LOT RESTRICTIONS-USAGE

- A. All Lots whether occupied or unoccupied, and any improvements placed thereon, shall at all times be maintained in such a manner as to prevent them from becoming unsightly, unsanitary, a nuisance or a hazard to health. If not so maintained, the Association shall have the right, following proper notification, through its agents and employees, to make such Lot comply with this paragraph. The cost of such work shall be added to the annual assessment to which the Lot is subject. Neither the Association, nor any of its employees, agents or contractors shall be liable for any damage, which may result from any work performed in a workmanship like manner.
- B. Nothing shall be done or kept on the Common Property, which will increase the rate of insurance on the Association, without prior written consent of the Association. No Lot Owner shall permit anything to be done or kept on his Lot or in the Common Property which will result in the cancellation of insurance of the Association, or any of the contents thereof. No Owner shall permit anything to be done or kept on his property that will be in violation of any law, government rule or regulation, Rules and Regulations of the Association or any provision of this Declaration.
- C. No Lot, Outlot, Reserve or Parcel shall be further subdivided so as to increase the number of Lots in the Association without the prior written approval of the Board. Any new Lots so created must be in compliance with this Declaration and the Bylaws of the Association.
- D. No drilling, refining, quarrying or mining operations of any kind shall be permitted on any Lot.
- E. All property lines shall be kept free and open and no hedges or privacy fences shall be permitted. However, split rail fences of a type approved by the Association may be constructed on the property lines.

- F. Each Owner shall keep drainage ditches and swales located on their Lot free and unobstructed and in good repair and shall allow the installation of culverts upon said Lot as may be reasonably required for proper drainage. Each Owner shall take all reasonable steps to prevent erosion on his Lot.
- G. No living tree more than two (2) inches in diameter shall be removed except with the consent of the Association. The Association shall have the right to enter upon any Lot, without the Owner's permission, in order to remove any diseased tree. The cost of the removal shall be borne by the Owner.
- H. The use of the lakes and channels within Shadow Lakes shall be subject to the Rules and Regulations, as the Association may from time to time establish. However, in no event may any type of watercraft ever be used upon any of said lakes or channels, unless the Association approves that type. No watercraft shall exceed twenty-one (21) feet in length. Only battery or hand powered boats shall be used on any lakes or channels within Shadow Lakes. The Association may have boats with gasoline-fueled engines, or boats that may exceed twenty one (21) feet, for use in its maintenance and security functions.
- I. The use of snowmobiles, jet skis, mopeds, all terrain vehicles (ATV's), and any other non-licensed motor vehicles, other than battery powered golf carts and boats, is prohibited. Only battery powered vehicles are permitted in Shadow Lakes. The Association, however, may have gasoline-powered vehicles for use in its maintenance and security functions in the Common Properties.
- J. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot. Dogs, cats or other common household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes.
- K. Each Owner may have only one (1) Recreational Vehicle, Park Model or Permanent Structure on any Lot. No additional Recreational Vehicle may be parked or stored on any Lot, without prior written consent of the Association.
- L. No Owner is permitted to rent, lease or sub-lease his Lot, without prior written consent of the Association.
- M. Storage of cycles, garden and lawn equipment and similar kinds of personal property shall be allowed only in an Association approved storage building.
- N. Parking areas and driveways shall be used for parking operable vehicles only, and shall not be used to park unlicensed vehicles.

VIII. WATERFRONT LOTS

No Owner of a Lot contiguous to a lake or a channel shall have any rights with respect to such lake or channel. No Owner shall have any riparian rights incident or appurtenant thereto. No Owner shall acquire title to any land in Shadow Lakes by accretion, reliction, submergence or changing water levels. The Association or its assigns shall have the right to dredge or otherwise remove any accretion or deposit from any waterfront Lot in order that the shoreline of the lake or channel remains unrestricted and passable. No other dredging activities shall be allowed except as approved by the Board and any other governmental body having jurisdiction thereof.

- A. The Association shall not be liable for damages caused by erosion, washing or other action of the water of any lake, channel or drainage system.
- B. The Association shall have the right to raise or lower the water level of any lake or channel in the Association; provided, however that said action has the approval of the

Board and all Local, State and Federal agencies. Permits for all said actions shall be on file with the Association prior to such changes.

- C. No dock, pier or other similar structure, including any projection over the water, will be allowed without the permission of the Association and must be in compliance with the Architectural Guidelines.

IX. SHADOW LAKES II ASSOCIATION

- A. General. The Association is an Illinois not-for-profit corporation as established under the "General Not for Profit Corporation Act of 1986". It is organized to further and promote the common interests of the Owners of property within the Association. The Association shall have such powers in the furtherance of its purposes as set forth by this Declaration and in the Bylaws.
- B. Membership in other Associations. Membership in this Association shall not preclude the Members from being Members in other Associations.

X. BOARD OF DIRECTORS

The Members shall elect the Board of Directors. The Board Members shall be Members or Associate Members of the Association in Good Standing. There shall be five (5) Board Members. The method of election, qualifications and officer positions are as specified in the Bylaws.

- A. Powers of the Board of Directors are as described in the Bylaws.
- B. Adopt such rules and regulations relating to the use of the real estate identified on Exhibit A, including without limitation, the Rules and Regulations, as may be amended from time to time, and sanctions for noncompliance as the Board may deem reasonably necessary for the best interest of the Association and its Members.

XI. ANNUAL BUDGET

Prior to the Annual Meeting of the Association, the Board shall, adopt an operating budget, to be presented to the Members at such meeting. A majority vote of the entire Board is required for the approval and adoption of the annual operating budget. Prior to the presentation, the Board shall, taking into consideration other sources of income that the Association may have, establish the annual assessment for each Lot for the following year. Upon the adoption and approval of the Annual Budget, the Board shall be bound by the same and shall not vary there from by more than fifteen (15) percent of the total amount without calling a special meeting of the Association to explain such variations. The Budget shall be adopted only after Members of the Association shall have had a reasonable opportunity to review the same and to comment thereon, either at open hearings held thereon or through such other means as the Board may direct. The Board may, by resolution, fix the time for payment of annual assessments

XII. THE PROPERTY OWNERS ASSOCIATION COMMITTEE

The Property Owners Association Committee (POAC) is an advisory body to the Board of Directors, whose duties and membership are as defined in the Bylaws.

XIII. ASSESSMENTS

General. Pursuant to the powers granted to it in the Bylaws, the Association is expressly authorized and empowered to levy annual assessments against all Lots in the Association.

- A. Collection and Lien. The amount of the assessment levied by the Association shall be paid to it on or before the date fixed by resolution of the Board. If not so paid, the amount of such assessment, plus any other charges thereon, including a basic late charge, interest at an amount not to exceed the maximum limit provided by law per annum from the date of

delinquency and cost of collection, including court costs and attorney's fees, if any, shall constitute and become a lien on the Lots so assessed. The Board may cause to be recorded in the office of the Recorder of Will County, a notice of lien, which shall state the total amount of such assessment and a description of the Lot/s which has been assessed. The Board or its assign on behalf of the Association shall sign such notice of lien. Upon payment of said assessment and charges or other satisfaction thereof, the Board shall within a reasonable time, cause to be recorded a further notice stating the satisfaction and release of said lien.

- B. Priority of Lien. Conveyance of any Lot shall not affect any lien for assessments provided herein. Such lien shall be prior to all other liens recorded subsequent to said notice of assessments.
- C. Enforcement. The lien provided herein might be foreclosed by suit by the Association in like manner as a mortgage and, in such event; the Association may be a bidder at the foreclosure sale. The Association may also pursue any other remedy against any owner owning money to it, which is available to it by law or equity for the collection of debt. Shadow Lakes shall be deemed a "Common Interest Community", as that term is defined in the Forcible Entry and Detainer Act, section 102-p, of 735 I LCS 5/9-102, and the Association shall have all powers of such a Common Interest Community Association, as defined in said act, including the power to file an action for Forcible Entry and Detainer.
- D. Proof of Payment. Upon request, the Association shall furnish a statement certifying that all assessments then due have been paid or indicating the amount then due.
- E. Suspension. The Association shall not be required to transfer memberships on its books or to allow exercise of any rights or privileges of membership on account thereof to any Owners or to any persons claiming them unless or until all assessments and charges to which they are subject have been paid.

XIV. VIOLATION OF DECLARATION

The violation of any Covenant, Bylaw, Rule or Regulation, or Architectural Guidelines, as established by the Association, allows the Association the right to correct such a violation. Such corrective action may include entering the Owner's Lot, using the Association's employees or assigns or by taking appropriate legal action to assure the cessation of the violation. All of the proceedings shall follow procedures as established in the Bylaws. Neither the Association, nor the officers, employees or agents thereof shall thereby be deemed guilty in any manner of trespass.

Prior to such action the Lot Owner shall have the right of appeal before the POAC and the Board of Directors. Any cost for the correction of these violations or the legal action so required shall be borne by the Lot Owner and bear a lien against the Lot.

XV. GRANTEE'S ACCEPTANCE

Each grantee or purchaser of any Lot shall, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, accept such deed or contract upon and subject to each and all of the provisions of this Declaration and to the jurisdiction, rights, powers, privileges and immunities of the Association. By such acceptance such grantee or purchaser shall for himself, his heirs, devisees, personal representatives, grantees, successors and assigns, lessees and/or lessors, covenant, consent and agree to and with the Association and the grantee or purchaser of each other Lot to keep, observe, comply with, abide by, perform the covenants, conditions and restrictions contained in this Declaration.

XVI. SEVERABILITY

Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision hereof shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

XVII. CAPTIONS

Paragraph captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provision thereof.

XVIII. TERM AND AMENDMENTS

The provision of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming Membership in the Association until August 1, 2013, after which time the same shall be extended for successive periods of ten (10) years. This Declaration may be amended by the affirmative vote of a majority of the Members in the Association entitled to vote. The amendment shall be recorded as an amendment to this Declaration, duly executed by:

- A. The requisite number of Members required to effect such an amendment.
- B. The Association, in which latter case such amendment shall have attached to it a copy of the resolution of the Board attesting to the affirmative action of the requisite number of such members to effect such amendment, certified by the Secretary of the Association.
- C. Any changes must be in accordance with all requirements, local, state and federal governmental agencies.

XIX. TRUSTEES

In the event title to any Lot should be conveyed to a land trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust and the beneficiaries there under from time to time shall be liable for payment of any obligation, lien, or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the property to apply in whole or in part against such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding and transfer of beneficial interest or in the title of such real estate.

EXHIBIT A – LEGAL DESCRIPTIONS
VILLAGE LOTS

PARCEL ONE

Lots 1 – 50, inclusive, of Shadow Lakes, R.V. Resort, being a Subdivision of part of the West half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded June 6, 1988, as Document No R88-24059, in Will County, Illinois.

PARCEL TWO

Lots 51- 66, inclusive, Lots 75 – 145, inclusive, and lots 150, of Shadow Lakes R.V. Resort, Phase 2 being a Subdivision of part of the West half of Section 4, Township 32 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded July 29, 1988, as Document No R88-34717, in Will County, Illinois.

PARCEL THREE

Lots 67 – 74, inclusive, of Shadow Lakes R.V. Resort, Phase 2, as Amended, being a Subdivision of part of the West half of Section 4, Township 32 North, Range 9, East of the Third Principal Meridian, according to the Amended Plat thereof recorded July 14, 1989, as Document No. R89-34146, in Will County, Illinois.

PARCEL FOUR

Lots 1 – 20, inclusive, of Fossil Cove Village Subdivision of Shadow Lakes, being a Subdivision of part of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded July 5, 1990, as Document No. R90-36698, in Will County, Illinois.

PARCEL FIVE

Lots 21- 52, inclusive, of Fossil Cove Village – Phase 2, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded January 15, 1993, as Document No R93-04204, in Will County, Illinois.

PARCEL SIX

Lots 65- 90, inclusive, of Fossil Cove Village – Phase 3, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat there of recorded May 20, 1993, as Document No. R93-39312, in Will County, Illinois.

PARCEL SEVEN

Lots 153 – 172, inclusive and Lots 226 – 245, inclusive, of Fossil Cove Village – Phase 4, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1993, as Document No. R93-69006, in Will County, Illinois.

PARCEL EIGHT

Lots 173 – 225, inclusive, of Fossil Cove Village – Phase 5, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded January 26, 1994, as Document No. R94-11435, in Will County, Illinois.

PARCEL NINE

Lots 53 – 64, inclusive and Lots 91 – 118, inclusive, of Fossil Cove Village – Phase 6, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, according to the Plat thereof recorded May 18, 1994, as Document No R94-52012, in Will County, Illinois.

PARCEL TEN

Lots 119 – 151, inclusive, of Fossil Cove Village – Phase 7, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1996, as Document No. R96-71374, in Will County, Illinois.

PARCEL ELEVEN

Lots 246-287, inclusive, of Fossil Cove Village- Phase 8, a Subdivision in Section 4, Township 32 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1996, as Document No. R96-71376, in Will County, Illinois.

PARCEL TWELVE

Lots 1 – 76, inclusive, Lots 82-131, inclusive and Lots 134-220, inclusive, of Fishermans Village – Unit No 1, as Subdivision of part of the North half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded September 9, 1989, as Document No. R89-50004, in Will County, Illinois.

PARCEL THIRTEEN

Lots 78, 79, 80 and 132 of Amended Plat of Subdivision Outlot N, Lots 77-81, 132, and 133 of Fishermans Village – Unit No 1, a Subdivision of part of the North half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded June 25, 1991, as Document No. R91-034436, in Will County, Illinois.

PARCEL FOURTEEN

Lots 221- 253, inclusive, of Fishermans Village Unit 2, a Subdivision of part of the North half of Section 4, Township 32 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded July 5, 1990, as Document No. R90-36697, in Will County, Illinois.

PARCEL FIFTEEN

Lots 1 – 199, inclusive, of Tully Monster Village, a Subdivision of part of the North half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded on July 5, 1990, as Document No. R90-36698, in Will County, Illinois.

COMMON AREA PARCELS

PARCEL ONE

Smallmouth Lane, Bluegill Circle, Catfish Circle, Little Muskie Circle, Big Musky Circle, Sunfish Circle, Walleye Circle, Largemouth Lane and Walleye Lane, Largemouth Lane and Walleye Lane, Lots 90, 91,92 and 121, Reserve Lots B,C,D,E,F,G,H,J,K,L,M,N,P,R,S,T, and U of Fishermans Village – Unit No. 1, a Subdivision of part of the North half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded September 9, 1989, as Document No. R89-50004, in Will County, Illinois.

PARCEL TWO

Largemouth Lane and Walleye Lane, Reserve Areas A,B, and C of Fishermans Village Unit 2, a Subdivision of Part of the North half of Section 4, Township 32 North, Range 9, East of the Third Principal Meridian, according to the Plat thereof recorded July 5, 1990, as Document No. R90-36697, in Will County, Illinois.

PARCEL THREE

Lakeshore Drive, Aspen lane, Birch Lane and Hole in the Wall Road, Reserve Lots A,B, and C of Shadow lakes R.V. Resort, Lots, 1-50, a Subdivision of part of the West half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded June 6, 1988, as Document No. R88-24059, in Will County, Illinois.

PARCEL FOUR

Cedar Lane, Birch Lane(a/k/a Aspen Lane), Lakeshore Drive (a/k/a Birch Lane) and Dogwood Lane, Lots 53, 58,59, Parcels A,B, and C of Shadow Lakes R.V. Resort, Phase 2, a Subdivision of part of the West half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded July 29, 1988, as Document No. R88-34717, in Will County, Illinois.

PARCEL FIVE

Private Road and Hole in the Wall Road, Outlots A and B of Fossil Cove Village, A Subdivision of part of the West half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded May 18, 1989, as Document No. R89-23520, in Will County, Illinois

PARCEL SIX

Hole in the Wall Court Reserve A of Fossil Cove Village – Phase 2, Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded January 15, 1993, as Document No. R93-04204, in Will County, Illinois.

PARCEL SEVEN

Fossil Cove Lane of Fossil Cove Village – Phase 3, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded May 20, 1993, as Document No R93-39312, in Will County, Illinois.

PARCEL EIGHT

Fossil Cove Lane, Reserve Areas A and B of Fossil Cove Village – Phase 4, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1993, as Document No. R93-69006 in Will County, Illinois.

PARCEL NINE

Fossil Cove Lane and Fossil Cove Court, Reserve A and B of Fossil Cove Village – Phase 5, a Subdivision of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded January 26, 1994, as Document No. R94-11435, in Will County, Illinois.

PARCEL TEN

Fossil Ridge Road, Fossil Ridge Court, Fossil Cove Lane and Fossil Lake Road of Fossil Cove Village – Phase 6, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois, according to the Plat thereof recorded May 18, 1994, as Document No. R94-52012, in Will County, Illinois.

PARCEL ELEVEN

Fossil Lake Road and Fossil Lake Court and Reserve Area A of Fossil Cove Village – Phase 7, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1996, as Document No. R96-71374, in Will County, Illinois.

PARCEL TWELVE

Fossil Point Court, Fossil Ridge Road, Fossil Bay Court, Reserve Area A, B and C of Fossil Cove Village – Phase 8, a Subdivision in Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded August 12, 1996, as Document R96-71376, in Will County, Illinois.

PARCEL THIRTEEN

Dinosaur Road, Eon Lane, Tully Road, Flora Fern Road, Tummytooth Lane, Reserve Areas A,B,C, D and E of Tully Monster Village, a Subdivision of part of the North half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded July 5, 1990, as Document No. R90-36698, in Will County, Illinois.

PARCEL FOURTEEN

Outlot N-E and N-W of Amended Plat of Subdivision Outlot N, Lots 77-81, 132 and 133 of Fishermans Village – Units No 1, a Subdivision of part of the North half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, in Will County, Illinois recorded June 25, 1991, as Document No. R91-034436.

PARCEL FIFTEEN

Outlot “A” and lot 217 in Fishermans Village – Unit No 1 a Subdivision of part of the North half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian in Will County, Illinois, except that part of Outlot “A” and lot 217 more particularly described as follows: Commencing at the Northwest corner of said Section 4; thence South 89° 53’48” East along the North line of said Section 4 a Distance of 2007.79 feet to the Northwest corner of said Fishermans Village; thence South 00° 06’12” West line of said Fishermans Village a distance of 110.11 feet to a point; thence South 23° 48’10” East continuing along the West line of said Fishermans Village a distance to 58.83 feet to a point, said being the point of beginning of the tract herein described; thence North 70° 43’34” East a distance of 124.49 feet to a point in the West line of Smallmouth Lane; thence along the West line of Smallmouth Lane along an arc to the left 24.63 feet long with a radius of 294.94 feet and a chord bearing South 09°43’02” East a distance of 24.63 feet to a point thence South 70°35’26” West a distance of 118.46 feet to a

point in the West line of said Fishermans Village' thence North 23°48'10" west along the West line of said Fishermans Village a distance of 24.63 feet to the point of beginning.

PARCEL SIXTEEN

Lot 252 in Fishermans Village Unit 2, a Subdivision of part of the North half of Section 4, Township 32 North, Range 9 East of the Third Principal Meridian, Will County, Illinois, except that part of Lot 252 more particularly described as follows: Beginning at an iron rod at the Northwest corner of Lot 253, thence North 07°23'24" East a distance of 10.00 Feet to a point; thence North 88°42'53" East a distance of 96.10 feet to an iron rod; thence South 04°08'49" East a distance of 25 feet to an iron rod at the Northeast corner of Lot 253; thence North 82°36'36" West a distance of 100.00 feet to the point of beginning, subject to easements and right of way of record.

NATURE PRESERVE

BEING A PART OF SECTIONS 3 and 4 IN TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4; THENCE NORTH 89°59'12" EAST ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 129.20 FEET TO A POINT; THENCE SOUTH 00° 04'13" EAST A DISTANCE OF 262.13 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF ROUTE 129 THE FOLLOWING FIVE COURSES AND DISTANCES: SOUTH 00° 04'13" EAST A DISTANCE OF 815.68 FEET; THENCE SOUTH 05°09'22" WEST A DISTANCE OF 639.48 FEET; THENCE SOUTH 16°13'22" WEST A DISTANCE OF 716.49 FEET; THENCE SOUTH 30°05'42" WEST A DISTANCE OF 968.83 FEET; THENCE SOUTH 42°01'24" WEST A DISTANCE OF 50.22 FEET TO A POINT; THENCE LEAVING THE WESTERLY RIGHT-OF-WAY OF ROUTE 129 NORTH 44°25'49" WEST A DISTANCE OF 300.00 FEET TO A POINT; THENCE SOUTH 44°50'53" WEST A DISTANCE OF 1800.03 FEET TO A POINT IN THE NORTHEASTERLY LINE OF SHADOW LAKES SUBDIVISION; THENCE NORTH 44°25'49" WEST ALONG SAID LINE 200.00 FEET TO A POINT; THENCE NORTH 34°06'45" WEST A DISTANCE OF 167.41 FEET TO A POINT; THENCE NORTH 50°57'27" WEST A DISTANCE OF 296.03 FEET TO A POINT; THENCE NORTH 77°11'17" WEST A DISTANCE OF 427.74 FEET TO A POINT; THENCE NORTH 46°54'31" WEST A DISTANCE OF 425.66 FEET TO A POINT; THENCE NORTH 15°47'45" WEST A DISTANCE OF 371.24 FEET TO A POINT; THENCE NORTH 46°41'47" WEST A DISTANCE OF 230.18 FEET TO A POINT; THENCE NORTH 09°42'29" WEST A DISTANCE OF 200.00 FEET TO A POINT; THENCE NORTH 22°29'31" WEST A DISTANCE OF 374.79 FEET TO A POINT IN THE EAST LINE OF FOSSIL COVE VILLAGE, PHASE 7; THENCE ALONG THE EAST LINE OF FOSSIL COVE PHASE 7 THE FOLLOWING THREE COURSES AND DISTANCES: NORTH 30°18'53" WEST 53.87 FEET THENCE NORTH 19°06'08" EAST 74.76 FEET; THENCE NORTH 34°15'03" EAST 310.50 FEET; THENCE NORTH 25°28'06" EAST 80.60 FEET TO A POINT ON THE EASTERLY LINE OF FOSSIL COVE PHASE 5; THENCE ALONG THE EASTERLY LINE OF FOSSIL COVE PHASE 5 THE FOLLOWING FIVE COURSES AND DISTANCES: ALONG AN ARC TO THE LEFT 120.85 FEET LONG WITH A RADIUS OF 232.00 FEET AND A CHORD BEARING NORTH 75°04'39" EAST.119.49 FEET; THENCE NORTH 60°09'18" EAST 118.00 FEET; THENCE ALONG AN ARC TO THE LEFT 454.32 FEET LONG WITH A RADIUS OF 312.00 FEET AND A CHORD BEARING NORTH 18°26'21" EAST 415.23 FEET; THENCE NORTH 23°16'37" WEST 95.00 FEET; THENCE NORTH 20°46'09" WEST 263.18 FEET TO THE NORTHEAST CORNER OF FOSSIL COVE PHASE 4; THENCE ALONG THE NORTH LINE OF FOSSIL COVE PHASE 4 NORTH 63°43'34" WEST 152.59 FEET TO A POINT ON THE SOUTHERLY LINE OF TULLY MONSTER VILLAGE; THENCE ALONG THE FOLLOWING FIVE COURSES AND DISTANCES: NORTH 31°20'48" EAST 114.69 FEET; THENCE SOUTH 43°22'00" EAST 78.11 FEET; THENCE NORTH 21°36'15" EAST 63.46 FEET; THENCE NORTH 57°05'54" EAST 100.86 FEET; THENCE NORTH 86°02'46" EAST 127.25 FEET TO THE SOUTHWEST CORNER OF FISHERMAN'S VILLAGE — UNIT 2; THENCE ALONG THE SOUTHERLY LINE OF FISHERMAN'S VILLAGE - UNIT 2 THE FOLLOWING TWO COURSES AND DISTANCES: NORTH 85°11'33" EAST 350.00 FEET THENCE SOUTH 86°37'54" EAST 179.97 FEET TO THE SOUTHWEST CORNER FISHERMAN'S VILLAGE - UNIT 1; THENCE ALONG THE SOUTHERLY AND EASTERLY LINES OF FISHERMAN'S VILLAGE - UNIT I THE FOLLOWING THIRTY-SEVEN COURSES AND DISTANCES: SOUTH 87°54'47" EAST 32.08 FEET; THENCE SOUTH 80°16'57" EAST 51.53 FEET; THENCE SOUTH 82°29'18" EAST 53.52 FEET; THENCE SOUTH 81°02'08" EAST 56.16 FEET; THENCE SOUTH 82°28'08" EAST 53.10 FEET THENCE SOUTH 85°39'03" EAST 56.04 FEET; THENCE SOUTH 86°18'01" EAST 56.42 FEET; THENCE SOUTH 81°26'43" EAST 78.38 FEET; THENCE SOUTH 83°26'58" EAST 188.47 FEET; THENCE SOUTH 75°14'22" EAST 60.75 FEET; THENCE NORTH 78°08'47" EAST 128.06 FEET; THENCE SOUTH 77°17'26" EAST 102.91 FEET; THENCE SOUTH 74°40'23" EAST 60.63 FEET; THENCE SOUTH 84°11'11" EAST 57.51 FEET; THENCE NORTH 75°59'15" EAST 82.65 FEET; THENCE NORTH 04°07'56" WEST 84.72

FEET THENCE NORTH 34°15'38" WEST 60.69 FEET; THENCE NORTH 00°39'57" EAST 45.99 FEET; THENCE NORTH 26°00'57" EAST 43.62 FEET; THENCE NORTH 60°37'39" EAST 57.93 FEET; THENCE NORTH 47°35'44" EAST 74.28 FEET; THENCE NORTH 41°53'19" EAST 72.33 FEET; THENCE NORTH 57°39'19" EAST 55.80 FEET; THENCE NORTH 49°16'37" EAST 48.96 FEET; THENCE NORTH 45°19'45" EAST 51.14 FEET; THENCE NORTH 63°12'55" EAST 48.46 FEET; THENCE NORTH 71°27'31" EAST 49.66 FEET; THENCE NORTH 66°59'19" EAST 43.40 FEET; THENCE NORTH 80°32'49" EAST 50.12 FEET; THENCE NORTH 87°30'48" EAST 260.17 FEET; THENCE NORTH 88°23'57" EAST 380.94 FEET; THENCE NORTH 71°10'39" EAST 53.35 FEET; THENCE NORTH 61°20'42" EAST 56.54 FEET; THENCE NORTH 24°20'11" EAST 64.96 FEET; THENCE NORTH 29°20'13" EAST 58.96 FEET; THENCE NORTH 53°32'44" EAST 111.45 FEET; THENCE NORTH 00°06'12" EAST 25.91 FEET TO A POINT; THENCE SOUTH 68°55'18" EAST 21.21 FEET TO A POINT; THENCE SOUTH 83°06'23" EAST 289.07 FEET TO THE POINT OF BEGINNING, CONTAINING 226.450 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

HOLE IN THE WALL ROAD GATE 5 TO FC 267

BEING A PART OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 267 IN FOSSIL COVE VILLAGE, PHASE 8, AS RECORDED ON DOCUMENT R96-071375 IN THE WILL COUNTY RECORDER'S RECORDS; THENCE NORTH 05°48'22" WEST ALONG THE EAST LINE OF SAID LOT 267 A DISTANCE OF 106.96 FEET TO THE NORTHEAST CORNER OF SAID LOT 267; THENCE NORTH 01°47'23" EAST A DISTANCE OF 60.17 FEET TO A POINT; THENCE NORTH 00°56'56" EAST A DISTANCE OF 199.91 FEET TO A POINT ON THE WEST LINE OF THE NATURE AREA; THENCE ALONG THE EAST LINE OF THE NATURE AREA THE FOLLOWING SIX COURSES: SOUTH 22°29'31" EAST A DISTANCE OF 374.79 FEET TO A POINT; THENCE SOUTH 09°42'29" EAST A DISTANCE OF 200.00 FEET TO A POINT; THENCE SOUTH 46°41'47" EAST A DISTANCE OF 230.18 FEET TO A POINT; THENCE SOUTH 15°47'45" EAST A DISTANCE OF 371.24 FEET TO A POINT; THENCE SOUTH 46°54'31" EAST A DISTANCE OF 425.66 FEET TO A POINT; THENCE SOUTH 77°11'17" EAST A DISTANCE OF 123.78 FEET TO A POINT; THENCE SOUTH 12°48'43" WEST, CROSSING HOLE- IN-THE-WALL ROAD, A DISTANCE OF 100.00 FEET TO A POINT; THENCE NORTH 77°11'17" WEST A DISTANCE OF 150.83 FEET TO A POINT THENCE NORTH 46°54'31" WEST A DISTANCE OF 480.56 FEET TO A POINT; THENCE NORTH 15°47'45" WEST A DISTANCE OF 371.44 FEET TO A POINT; THENCE NORTH 46°41'47" WEST A DISTANCE OF 235.99 FEET TO A POINT; THENCE NORTH 19°06'02" WEST A DISTANCE OF 240.03 FEET TO THE POINT OF BEGINNING, CONTAINING 3.967 ACRES, MORE OR LESS.

HOLE IN THE WALL ROAD TRACTS

TRACT 1: BEING A PART OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF FOSSIL COVE VILLAGE: THENCE NORTH 75°43'50" WEST A DISTANCE OF 7.49 FEET TO A POINT; THENCE NORTH 00°10'14" WEST A DISTANCE OF 95.57 FEET TO A POINT; THENCE SOUTH 60°27'15" EAST A DISTANCE OF 56.30 FEET; THENCE SOUTH 86°48'26" EAST A DISTANCE OF 17.94 FEET TO A POINT; THENCE SOUTH 40°50'14" WEST A DISTANCE OF 90.74 FEET TO THE POINT OF BEGINNING, CONTAINING 0.075 ACRES, MORE OR LESS.

TRACT 2: BEING A PART OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 OF FOSSIL COVE VILLAGE; THENCE NORTH 36°47'09" EAST A DISTANCE OF 48.69 FEET TO A POINT; THENCE NORTH 34°15'52" WEST A DISTANCE OF 24.13 FEET TO A POINT; THENCE NORTH 65°01'58" WEST A DISTANCE OF 58.06 FEET TO A POINT; THENCE NORTH 27°17'58" WEST A DISTANCE OF 25.85 FEET TO A POINT; THENCE NORTH 84°40'39" WEST A DISTANCE OF 25.01 FEET TO A POINT; THENCE NORTH 42°08'25" EAST A DISTANCE OF 24.47 FEET TO A POINT; THENCE NORTH 76°47'48" EAST A DISTANCE OF 66.04 FEET TO A POINT; THENCE NORTH 73°01'14" EAST A DISTANCE OF 28.02 FEET TO A POINT; THENCE NORTH 87°20'49" EAST A DISTANCE OF 39.70 FEET TO A POINT; THENCE SOUTH 81°56'32" EAST A DISTANCE OF 63.85 FEET TO A POINT; THENCE SOUTH 10°20'47" EAST A DISTANCE OF 50.53 FEET TO A POINT; THENCE SOUTH 39°07'28" WEST A DISTANCE OF 38.43 FEET TO A POINT; THENCE SOUTH 31°5'47" EAST A DISTANCE OF 29.38 FEET TO A POINT; THENCE SOUTH 74°18'42" WEST A DISTANCE OF 141.84 FEET TO THE POINT OF BEGINNING, CONTAINING 0.447 ACRES, MORE OR LESS.

TRACT 3: BEING A PART OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS. AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 53 IN FOSSIL COVE VILLAGE, PHASE 6; THENCE SOUTH 16°06'01" WEST A DISTANCE OF 39.78 FEET TO A POINT; THENCE NORTH 73°54'05" WEST A DISTANCE OF 137.84 FEET TO A POINT; THENCE NORTH 90° 00'00" EAST A DISTANCE OF 143.47 FEET TO THE POINT OF BEGINNING, CONTAINING 0.063 ACRES, MORE OR LESS.

TRACT 4: BEING A PART OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 52 IN FOSSIL COVE VILLAGE, PHASE 2; THENCE NORTH 00°03'53" EAST A DISTANCE OF 240.00 FEET TO A POINT; THENCE NORTH 84°55'46" EAST A DISTANCE OF 54.55 FEET TO A POINT; THENCE NORTH 90°00'00" EAST A DISTANCE OF 140.24 FEET TO A POINT; THENCE NORTH 37°00'00" EAST A DISTANCE OF 144.04 FEET TO A POINT; THENCE SOUTH 53°00'00" EAST A DISTANCE OF 25.11 FEET TO A POINT; THENCE SOUTH 37°00'00" WEST A DISTANCE OF 100.00 FEET TO A POINT; THENCE SOUTH 53°00'00" EAST A DISTANCE OF 82.54 FEET TO A POINT, THENCE NORTH 90°00'00" WEST A DISTANCE OF 268.79 FEET TO A POINT; THENCE SOUTH 11°37'07" WEST A DISTANCE OF 114.34 FEET TO A POINT; THENCE SOUTH 11°37'07" EAST A DISTANCE OF 114.34 FEET TO A POINT; THENCE NORTH 77°08'58" WEST A DISTANCE OF 39.62 FEET TO THE POINT OF BEGINNING, CONTAINING 0.41 ACRES, MORE OR LESS.

TRACT 5: BEING A PART OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 146 IN FOSSIL COVE VILLAGE, PHASE 7; THENCE NORTH 51°47'49" EAST A DISTANCE OF 92.88 FEET TO A POINT; THENCE NORTH 34°25'33" EAST A DISTANCE OF 78.13 FEET TO A POINT; THENCE SOUTH 00°44'37" WEST A DISTANCE OF 159.99 FEET TO A POINT; THENCE NORTH 71°41'14" WEST A DISTANCE OF 121.22 FEET TO THE POINT OF BEGINNING, CONTAINING 0.187 ACRES, MORE OR LESS.

FOSSIL COVE VILLAGE CHANNELS

BEING A PART OF SECTION 4, TOWNSHIP 32 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 128 IN FOSSIL COVE VILLAGE PHASE 7 AS RECORDED BY DOCUMENT # R96-071 374 IN THE RECORDS OF WILL COUNTY, ILLINOIS; THENCE ALONG THE EAST AND NORTH LINES OF SAID SUBDIVISION THE FOLLOWING COURSES: NORTH 28°04'27" WEST A DISTANCE OF 14.28 FEET TO A POINT; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 540.97 FEET TO THE NORTHWEST CORNER OF FOSSIL COVE VILLAGE PHASE 7; THENCE ALONG THE WESTERLY LINES OF SAID SUBDIVISION THE FOLLOWING COURSES: SOUTH 37°00'00" WEST A DISTANCE OF 217.44 FEET; THENCE SOUTH 00°00'00" WEST A DISTANCE OF 224.34 FEET TO THE SOUTHWESTERLY CORNER OF SAID SUBDIVISION; THENCE NORTH 73°55'10" WEST A DISTANCE OF 24.98 FEET TO THE SOUTHEAST CORNER OF LOT 118 IN FOSSIL COVE VILLAGE PHASE 6 AS RECORDED BY DOCUMENT # R94-52012 IN THE RECORDS OF WILL COUNTY, ILLINOIS; THENCE ALONG THE EASTERLY LINES OF SAID SUBDIVISION THE FOLLOWING COURSES: NORTH 0°00'00" EAST A DISTANCE OF 229.47 FEET; THENCE NORTH 38°34'25" EAST A DISTANCE OF 87.99 FEET; THENCE NORTH 37°00'00" EAST A DISTANCE OF 374.0 FEET; THENCE SOUTH 53°00'00" EAST A DISTANCE OF 75.94 FEET; THENCE NORTH 18°29'59" EAST A DISTANCE OF 25.31 FEET; THENCE NORTH 53°00'00" WEST A DISTANCE OF 67.91 FEET; THENCE NORTH 37°00'00" EAST A DISTANCE OF 152.23 FEET; THENCE NORTH 0°00'00" EAST A DISTANCE OF 140.00 FEET; THENCE NORTH 56°36'18" WEST A DISTANCE OF 90.0 FEET; THENCE SOUTH 82°29'52" WEST A DISTANCE OF 69.99 FEET TO THE NORTHWEST CORNER OF LOT 101 IN SAID SUBDIVISION; THENCE ALONG THE WESTERLY LINE OF THE SAID SUBDIVISION THE FOLLOWING COURSES; THENCE SOUTH 37°00'00" WEST A DISTANCE OF 350.00 FEET; THENCE SOUTH 32°42'38" WEST A DISTANCE OF 133.70 FEET; THENCE NORTH 53°00'00" WEST A DISTANCE OF 10.00 FEET; THENCE SOUTH 37°00'00" WEST A DISTANCE OF 100.00 FEET; THENCE NORTH 53°00'00" WEST A DISTANCE OF 25.00 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 90 IN FOSSIL COVE VILLAGE PHASE 3 AS RECORDED BY DOCUMENT # R93-39312 IN THE RECORDS OF WILL COUNTY, ILLINOIS; THENCE ALONG THE EASTERLY LINE OF SAID SUBDIVISION THE FOLLOWING COURSES: THENCE NORTH 37°00'00" EAST A DISTANCE OF

100.00 FEET; THENCE NORTH 53°00'00" WEST A DISTANCE OF 10.00 FEET; THENCE NORTH 26°22'45" EAST A DISTANCE OF 135.64 FEET; THENCE NORTH 37°00'00" EAST A DISTANCE OF 348.00 FEET; THENCE NORTH 10°24'14" WEST A DISTANCE OF 77.01 FEET TO THE MOST NORTHERLY POINT OF SAID SUBDIVISION WHICH COINCIDES WITH THE MOST SOUTHEASTERLY POINT OF RESERVE "B" IN FOSSIL COVE VILLAGE PHASE 4 RECORDED BY DOCUMENT # R93-69006 IN THE RECORDS OF WILL COUNTY, ILLINOIS; THENCE ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION THE FOLLOWING COURSES: NORTH 15°13'24" EAST A DISTANCE OF 62.24 FEET MORE OR LESS TO THE SOUTH WEST CORNER OF LOT 161 IN SAID SUBDIVISION; THENCE NORTH 89°49'02" EAST A DISTANCE OF 200.00 FEET; THENCE SOUTH 87°53'32" EAST A DISTANCE OF 50.04 FEET; THENCE SOUTH 71°33'01" EAST A DISTANCE OF 103.40 FEET; THENCE SOUTH 89°04'10" EAST A DISTANCE OF 250.09 FEET MORE OR LESS TO THE SOUTHEAST CORNER OF LOT 172 IN SAID SUBDIVISION WHICH COINCIDES WITH THE SOUTHWEST CORNER OF LOT 173 IN FOSSIL COVE VILLAGE PHASE 5 AS RECORDED BY DOCUMENT # R94-1 1435 IN THE RECORDS OF WILL COUNTY, ILLINOIS; THENCE ALONG THE NORTHERLY AND WESTERLY LINES OF SAID SUBDIVISION THE FOLLOWING COURSES: THENCE SOUTH 23°17'02" WEST A DISTANCE OF 87.46 FEET; THENCE SOUTH 90°00'00" WEST A DISTANCE OF 312.78 FEET; THENCE SOUTH 00°00'00" EAST A DISTANCE OF 229.00 FEET; THENCE SOUTH 26°52'17" WEST A DISTANCE OF 73.80 FEET; THENCE SOUTH 32°27'07" WEST A DISTANCE OF 118.51 FEET; THENCE SOUTH 18°29'59" WEST A DISTANCE OF 25.31 FEET; THENCE SOUTH 16°22'21" WEST A DISTANCE OF 63.69 FEET; THENCE SOUTH 45°00'00" EAST A DISTANCE OF 55.00 FEET TO THE SOUTHWEST CORNER OF LOT 203 IN SAID SUBDIVISION; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION NORTH 90°00'00" EAST A DISTANCE OF 375.68 FEET TO A POINT ON THE SOUTH LINE OF LOT 209 IN SAID SUBDIVISION; THENCE SOUTH 25°28'06" WEST A DISTANCE OF 80.60 FEET TO THE POINT OF BEGINNING, CONTAINING 1.352 ACRES MORE OR LESS.