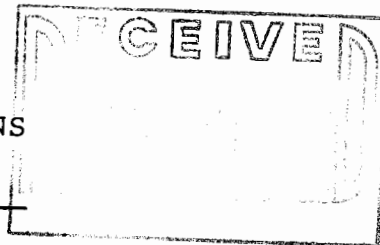


11-1-85

DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF
TALL TREES OF BARRINGTON



THIS DECLARATION, is made this 5th day of NOVEMBER, 1985, by BARRINGTON DEVELOPMENT CORP., an Illinois corporation (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of a certain parcel of real estate in the County of Lake, State of Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant and Developer (hereinafter defined) desire to develop a single family residential development on the Property, known as Tall Trees of Barrington (the "Development"); and

WHEREAS, Declarant is desirous of submitting the Property, in whole, to the provisions of this Declaration; and

NOW, THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions, reservations, and easements (sometimes hereinafter collectively referred to as the "Declaration") hereinafter set forth.

ARTICLE I

Declaration Purposes

Section 1. General Purposes. The Declarant is the owner of the Property located in Lake County, Illinois, and desires to create thereon a single family development for future owners of lots and homes to be created upon the Property.

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a single-family community by the imposition of the covenants and restrictions, as hereinafter set forth, for the benefit of the Property and the Owners, as hereinafter defined, thereof.

(b) The Declarant, by the imposition of covenants and restrictions and the reservation of certain powers unto itself,

does intend to provide for the Property a plan for development which is intended to enhance and to protect the values of Declarant's single-family residential community ("Tall Trees").

(c) The Declarant desires to protect the owners of the Lots, as hereinafter defined, against such improper use of surrounding Lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of the Property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; and, in general, to provide for the highest and best type and quality of improvement for the maintenance of the desired character of the area and to benefit the Owners thereof.

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

ARTICLE II

Definitions

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

(a) "Association" shall mean and refer to the Tall Trees Homeowner's Association, an Illinois not-for-profit corporation, its successors and assigns.

(b) "Board" shall mean and refer to the Board of Directors of the Association as constituted from time to time.

(c) "By-Laws" shall mean the By-Laws of the Association, as amended from time to time.

(d) "Common Areas" shall mean all real property owned, to be owned or maintained by the Association for the common use and enjoyment of all members of the Association (except for those portions reserved for the exclusive use of the adjacent lot

owners as hereinafter set forth) and such uses thereto by way of easement or other grant from the Declarant, the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners. Common Areas to be initially conveyed to and owned by the Association shall include those areas so designated as Common Areas on the Plat of Subdivision, including the detention area indicated as outlot A on the Plat of Subdivision.

(e) "Declarant" shall mean and refer to BARRINGTON DEVELOPMENT CORP., an Illinois corporation, and its successors and assigns, whether such succession or assignment applies to all or any part of the Property. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or a portion of the rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes.

(f) "Developer" shall mean and refer to BARRINGTON DEVELOPMENT CORP., a Florida corporation, as well as refer to the Declarant.

(g) "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family, as hereinafter defined. Dwelling shall include any Structure attached or adjacent to the dwelling utilized for storage of personal property, tools and equipment.

(h) "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established by Declarant pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Lot for the purposes of the Declaration. Initially, and until and unless the configurations or number of Lots (or any of them) are changed in either of the foregoing manners, the Lots shall be deemed to be the thirty (30) lots depicted on the Preliminary Plat of Subdivision approved by the Village dated MAY 14, 1985, as amended from time to time.

(i) "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.

(j) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(k) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent of the number of Lots owned by Declarant and also includes the interest of Developer or of Declarant as contract seller of any Lot.

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(l) "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.

(m) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.

(n) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

(o) "Subdivision Plat" shall mean the plat of subdivision for Tall Trees of Barrington, as recorded in the Office of the Recorder of Deeds of Lake County, Illinois and includes one or more phases or units thereof.

(p) "Village" shall mean the Village of Barrington, Lake and Cook Counties, Illinois.

ARTICLE III

Restrictions Governing Improvements

Section 1. Improvements Generally. No Structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Article III and the provisions of Article V.

Section 2. Permitted Structures. Except as may be limited by ordinance or other pertinent regulations of the Village, there shall at no time be constructed or maintained on any one Lot any Structures, either permanent or temporary, other than (a) one Dwelling, and (b) such temporary structures or facilities as may be necessary for the construction of the above improvements (it being expressly understood that such temporary structures or facilities shall be removed promptly upon the completion of the construction of the improvements for which their maintenance on the Lot was required). Each of the Dwellings shall be limited to a maximum height of thirty-five (35) feet. The height shall be measured from the highest point of the ground immediately adjacent to the structure including, but not limited to, any chimney, or any television, radio or other electromagnetic wave transmission or receiving antenna. After completion of a Dwelling, accessory buildings may be erected and maintained provided such accessory buildings are permitted by, and in accordance with, applicable Village ordinances. No Dwelling may be constructed on a Lot if its exterior architectural design duplicates a residence then constructed or which is the subject of application for a building permit and which is or will be located on an adjoining Lot or

directly across the street from the location of the proposed residence. For the purposes hereof, the lot line adjoining any street shall be the "front line". No building, breezeway or garage shall be erected or maintained nearer such lot lines than the permitted building line as shown on the Plat of Subdivision. No fence or wall shall be erected, placed or altered on any Lot nearer to the front line of the Lot than the permitted building line or, in the case of corner lots, no nearer than the wall of the residence facing the lot line. At the time of issuance of a building permit for corner sites, the permanent address will be determined on the building permit, and this permanent address shall determine the front yard of each such corner lot for purposes of application of all other ordinances of the Village. The provisions of this section shall not be construed to prohibit Declarant from maintaining any sales offices or trailers, parking areas, sales facilities, signs and construction trailers, structures and facilities on any portion of the Property, which right is expressly reserved by Declarant.

ARTICLE IV

Control of Improvements

Section 1. Control of Improvements. Except for Dwellings constructed by Declarant, no building or other structure or improvement, whether original or replacement, temporary or permanent, shall be constructed, placed or permitted on any Lot without the prior approval of Developer obtained in the manner hereinafter set forth. Approvals under this Article IV shall not be arbitrarily or capriciously withheld.

Section 2. Submissions to Developer. To secure Developer's approval, the Owner shall deliver to Developer three (3) complete sets of the following:

(a) The Lot site plan, as prepared by the Owner's architect, showing, among other things, the location and dimension of all intended improvements including (i) buildings(s), (ii) other Structures, and (iii) drives and driveways;

(b) Drawings, plans and specifications, as prepared by the Owner's architect, of all exterior surfaces, showing elevations and grade, and including the color, quality and type of exterior construction materials; and

(c) All such other information as may be reasonably required which will enable Developer to determine the location, scale, design, character, style and exterior appearance of Owner's intended improvements.

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All of the foregoing (hereinafter collectively called "Plans and Specifications") shall conform to the applicable provisions of this Declaration. In addition, the Owner shall deliver to Developer concurrently with the Plans and Specifications, a non-refundable plan review fee in the amount of \$100.00 for each Lot owned by such Owner for which plan approval is then sought (the "Plan Review Fee").

Section 3. Time for Review of Plans and Specifications. Within forty-five (45) days after the submission by Owner of the Plans and Specifications and Plan Review Fee, Developer shall notify the Owner in writing whether such Plans and Specifications are approved or disapproved. Any such disapproval shall set forth the reason or reasons for such disapproval. Should Developer fail to approve or disapprove the aforesaid Plans and Specifications in writing within such forty-five (45) day period, then Developer shall be conclusively presumed to have approved same. No construction of the improvement provided for in the submitted Plans and Specifications shall be commenced until the expiration of the aforementioned forty-five (45) day period or the receipt of Developer's written approval of Plans and Specifications, whichever shall first occur.

Section 4. Time for Review of Revised Plans and Specifications. If Developer shall disapprove any part of the Plans and Specifications submitted as aforesaid, the Owner shall revise its Plans and Specifications to incorporate such changes and shall deliver three (3) complete sets of revised Plans and Specifications to Developer and Developer shall thereafter have thirty (30) days within which to review such revised Plans and Specifications to determine the Owner's compliance with Developer's requested changes. Should Developer fail to advise the Owner in writing of whether or not such revised Plans and Specifications are in compliance with the suggested changes within the thirty (30) day period, then Developer's approval shall be conclusively presumed to have been granted.

Section 5. Changes in Approved Plans and Specifications. The Owner shall secure the approval of Developer with respect to any material change or revision in approved Plans and Specifications in the manner provided in this Article for the approval of Plans and Specifications.

Section 6. Approvals - Responsibilities. Neither Developer, nor its agents, employees, successors and assigns shall be liable in damages or otherwise to any Owner or to any other person submitting Plans and Specifications to any one or more of them by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any Plans and Specifications. Every person who submits Plans and Specifications to Developer, for approval as herein provided, agrees by submission of such Plans and Specifications, and every Owner or person claiming by or through an Owner agrees by acquiring title to any part of the Property or any interest in the Property, that it will not bring any

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action or suit against Developer or its agents, employees, successors or assigns to recover any such damages.

Section 7. Applicability. The provisions of Articles III and IV of this Declaration shall not apply to any improvements installed or completed by the Developer or any affiliate of the Developer.

ARTICLE V

General Restrictions

Section 1. Land Use - Single-Family Residential. No more than thirty (30) Lots and one outlot, as designated on the Subdivision Plat as a detention area, will be permitted on the Property. All Lots, with the exception of the outlot for the detention area, shall be used only for single-family residences. No Dwelling shall be erected or maintained on any lot in the Property unless such Dwelling has space for living purposes equal to at least 1500 square feet, exclusive of porches, garages and basements. No Lot shall be divided or subdivided, and no part less than the whole thereof may be conveyed except to the owner of contiguous property, and after any such division of a Lot, the portion not conveyed shall not thereafter be used for a single family Dwelling unless such reduced Lot shall have a lot area of not less than twenty thousand (20,000) square feet and otherwise comply with the lot size and setback requirements of the Annexation Agreement for the Property by and between the Declarant and the Village. Any portion so conveyed to a contiguous owner shall be an enlargement of the Lot of such contiguous owner and such expanded Lot shall thereafter be used as only one building site. No portion of any Lot for which a building permit has been issued may thereafter be conveyed to a contiguous owner, unless such permit is revoked or withdrawn, and after the conveyance of any part of a Lot to such contiguous owner, no building permit shall be issued for the remainder of such reduced Lot unless such reduced Lot shall have a lot area of not less than twenty thousand (20,000) square feet and otherwise comply with the lot size and setback requirements of such Annexation Agreement.

Section 2. Standards for Construction. All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village and, in the cases of Developer's approval pursuant to Article IV above, the approved Plans and Specifications. If, and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, then such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, codes, rules and regulations of the Village.

Section 3. Nuisances. No noxious or offensive activity or trade shall be carried on, in or upon the Property, nor shall

anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot. No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes, excepting a temporary sales office as specified by the Village of Barrington Special Use Ordinance for the Tall Trees Residential Planned Development.

Section 4. Temporary Structures. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Structure shall, except as otherwise herein provided, be located upon the Lots.

Section 5. Lot Appearance. No person shall accumulate on a Lot junked vehicles, litter, refuse or other unsightly materials. Trucks, boats, recreational vehicles or trailers shall at all times be parked in the garage of the Dwelling. Garbage shall be placed in receptacles provided therefore; and if outside, shall be properly screened. Vacant Lots shall not be used for the purpose of gardening and/or raising crops thereon.

Section 6. Maintenance of Drainage and Detention Area. All areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas and no Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Sump pump drainage from individual Dwellings shall be connected directly into adjacent storm sewers. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property. Consequently, the Declarant, any Owner, the Village, or the Association shall have the right to enter upon any Lot and maintain the drainage and detention areas located on such Lot as required herein. The costs thereof shall become a lien upon the Lot in the same manner as provided in Article VI hereof for non-payment of maintenance assessments.

Section 7. Vehicle Repair. The repair or body work on any motorized vehicle shall not be permitted except within the confines of the garage.

Section 8. Driveways. There shall be no vehicular access between Lots 1, 28 or 30 (as shown on the Plat of Subdivision) and Main Street (Lake-Cook Road) except by means of the street which serves the Property and intersects with Main Street (Lake-Cook Road). Any driveways serving lots 1 or 30 shall enter Tall Trees Drive a minimum of 60 feet from the north right of way line of Main Street (Lake-Cook Road).

Section 9. Construction Equipment and Parking. Following the construction of a Dwelling and sale of the Lot by the Developer, all equipment used in subsequent clearing, excavation or construction, not rubber-tired, shall only be loaded or unloaded within the boundary lines of each Lot. No truck or commercial vehicle shall be permitted upon any Lot except when such truck or commercial vehicle is actually delivering or unloading personal property to and from the premises and except any truck or commercial vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the Lot or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

Section 10. Other Prohibited Matters. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot and no Lot shall be used for the keeping of any bees or fowl. The breeding or keeping of dogs or cats or other animals for sale or profit is expressly prohibited. The operation of "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling) shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Developer prior to the Turnover Date (as hereinafter defined) and by the Board thereafter. No communications discs shall be permitted on any Lot.

ARTICLE VI

Tall Trees Homeowner's Association

Section 1. Creation and Purposes. The Developer shall form an Illinois not-for-profit corporation to be known as the Tall Trees Homeowner's Association which shall provide for maintenance and operation of the Common Areas and in general to maintain and promote the desired character of the Property.

Section 2. Board of Directors and Officers. The Association shall have a Board of not less than five (5) directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the corporate charter or By-Laws and that the first Board and subsequent Boards (until Developer has turned over control of the Association to the Members, as provided in Section 3 of this Article VI) shall be appointed by the Developer and shall be three (3) in number. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf

of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The corporate charter and By-Laws of the Association may include such added provisions for the protection and indemnification of its officers and directors as shall be permissible by law. The directors and officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers. The Owners shall indemnify and hold harmless each of such directors or officers against all contractual liability arising out of contracts made by such directors or officers on behalf of the Owners of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the directors or officers to the extent not covered by insurance, shall be limited to such Owner's proportionate share of the total liability.

Section 3. The Developer shall, through the Board appointed by it in accordance with Section 2 of this Article, exercise control over all Association matters, until the first to occur of (a) twenty (20) years from the date of this Declaration, (b) the individual sale and conveyance of legal or equitable title to all of the Lots to Owners other than Declarant, or (c) Developer elects to voluntarily turn over to the Members the authority to appoint the Board, which election it shall evidence by directing the Declarant to execute and record in the Office of the Recorder of Deeds of Lake County an instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members shall be hereinafter referred to as the "Turnover Date". On the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, any Common Areas to be owned by the Association hereunder and the Association shall undertake to maintain pursuant to the terms hereof the Common Areas owned by the Association.

Section 4. Membership and Voting.

(a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Lots.

(b) From and after the time that the Developer has relinquished its authority to appoint the directors as hereinabove provided, each Member shall be entitled to one (1) vote on each matter submitted to a vote of Members for each Lot owned by him or it, provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. When more than one person holds such interest in any Lot, all such persons shall be Members.

Section 5. Powers and Duties of the Association. The Association, through the Board, shall have the following powers and duties:

(a) Own, maintain and otherwise manage the Common Areas and all facilities, improvements and landscaping thereon and all other property acquired by the Association or which the Association agrees to maintain, including any obligation to maintain the detention area as shown on the Plat of Subdivision, to maintain any landscaping located within those portions of the dedicated right-of-way along Main Street (Lake-Cook Road) adjacent to the Property and to maintain any signage and lighting located thereon. Prior approval from the Village Manager must be obtained before making any alterations or changes of a permanent nature in such areas.

(b) Maintain the fence and screening shrubbery which shall be located within lots 1, 28, and 30 and facing Lake-Cook Road and also as located within the right-of-ways along Lake-Cook Road. Maintenance shall include repair of any and all damage to such fence. In the event the Association fails to fulfill such responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to all Lots, which may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law against the Owner or Owners of record of such Lots.

(c) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association after such appointment.

(d) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(e) Maintain all drainage areas and facilities located on the Property in accordance with the reasonable and acceptable engineering requirements of the Village in the event that one or more Owners fail to do so.

(f) Provide for the maintenance of landscaping, signs, monuments, fencing, retaining walls, lighting and other improvements located at the entranceway to the Property.

(g) At its option, mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant and unimproved property and parkways in the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant.

(h) Make such improvements to the Association property and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its charter and By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Property a highly desirable residential community.

(i) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Voting Members by the Articles of Incorporation, the Declaration or By-Laws.

Section 6. Maintenance Assessments.

(a) Developer shall collect, from each initial purchaser of a Lot at the closing of the sale of such Lot, the sum of Two Hundred Dollars (\$200.00) as a "Contingency and Replacement Reserve" for the Association to be utilized for repair and replacement of capital improvements made or to be made on the Common Areas. After the Turnover Date, the Developer shall assign to the Association all proceeds of the Contingency and Replacement Reserve to be applied by the Association for the purposes set forth in the preceding sentence. The Declarant and Developer shall have no right to utilize any of such funds prior to the Turnover Date. All of the above apply to, but is not limited to, the fencing and screening shrubbery as described in Section 5(b) herein.

(b) Each Owner, by acceptance of a deed or other conveyance from the Declarant, its successors or assigns, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided in this Declaration, together with the By-Laws of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the

person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. Notwithstanding the foregoing, Declarant shall be obligated to pay its share of assessments only for purposes of the maintenance, repair, upkeep and insurance of the Common Area and for no other purpose. The portion of the assessments to be utilized for other expenses and purposes shall be allocated equally among all Owners other than Declarant.

(c) The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas. Such uses shall include, but are not limited to, the cost of the Association of all taxes, insurance, repair, replacement and maintenance and other charges required by the Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, replacements, taxes, and other charges as specified herein.

(d) In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, if any.

(e) Both annual and special assessments must be fixed at a uniform amount for all Lots. Annual assessments shall be collected, in advance, on a yearly basis.

(f) The annual assessments provided for herein shall commence for all Lots then subject to assessment hereunder on the first day of the month following the Turnover Date. The Board shall fix the amount of the annual assessment of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Any Lot conveyed by Declarant to a third-party purchaser after the commencement of the obligation to pay assessments shall be payable as follows: The Owner shall pay to Declarant (for delivery to the Association) the pro rata amount of the annual assessment due for the portion of such year following the closing. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

(g) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate allowed by law or eighteen percent (18%), whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or statute now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Each Owner, by such Owner's acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens. In addition, if any Owner shall default in the payment when same shall be due, of the aforesaid charges or assessments and default shall continue for thirty (30) days after notice to the Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare the default a Forcible Detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot and the Dwelling from the defaulting Owner, to put out the Owner, or any occupant or tenant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under the circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer provisions of the Illinois Revised Statutes, as amended from time to time.

(h) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the Lots prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such prior mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which may accrue prior to the recording of such deed.

(i) The Association shall be obligated to pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to the Common Areas applicable for the period commencing with the Turnover Date.

(j) The regular yearly assessment shall be determined by the affirmative vote of two-thirds (2/3) of the Board of the Association.

Section 7. All owners, by acceptance of a deed to a Lot, covenant and agree that in the event the Association shall be dissolved, all restrictions and obligations created herein shall remain in full force and affect.

Section 8. Insurance. The Board shall also 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 workman's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Section 6 of this Article. The Association shall be further responsible for maintaining such policies of insurance for the Common Areas against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. Upon request, the Board shall furnish unto the Village copies of certificates of insurance or other adequate evidence of such insurance as the Association is required or authorized to maintain by the provisions hereof.

Section 9. Interim Procedure.

(a) Until each of the various Lots shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee) the Developer shall, with respect to each such unsold Lot, have all of the rights granted to the Owners.

(b) Until the Association shall have been organized and shall have assumed its duties and powers, the Developer shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take if the Association had then been formed. Alternatively, until the initial meeting of the Members, the Developer may appoint the Board (as more fully provided in Section 3 of this Article) which shall have the same powers and authority as given to the Board generally.

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(c) Until the Turnover Date, Developer shall have the obligation to maintain the Common Areas and all signs and monuments located thereon and shall pay all expenses and costs in connection with the Common Areas, including, without limitation, the costs of improving and maintaining the Common Areas (and any signs or monuments located thereon) and real property taxes payable in connection with the Common Areas. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Developer shall reimburse the Association, on a pro rata basis, for such real property taxes. Declarant shall, not later than the Turnover Date, convey that portion of the Common Areas not dedicated to the Village to the Association.

(d) Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Areas and all other portions of the Property, excluding sold Lots, for such purposes until all Lots in the Property are sold. Developer may at all times utilize signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Development.

ARTICLE VII

General Provisions

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinabove set forth.

Section 2. If and to the extent that any of the covenants or restrictions would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Ronald Reagan, President of the United States and James R. Thompson, Governor of Illinois.

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Section 3. If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Lake County, Illinois in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of Chapter 83 of the Illinois Revised Statutes presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of such Members shall vote against such rerecording, the Association shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of the Owners and the rerecorded document executed and acknowledged by each of them.

Section 4. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 4 or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 5. Developer, Village, Association and each Owner or Owners of any of the Property from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and restrictions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot in the Property any Structure which is and remains in violation of the covenants above set forth, or any of them, for a period of 30 days after actual receipt of written notice of such violation from Declarant or the Association by the Owner of such Lot, then Developer, Village and

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Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Developer, Village, Association or such Owners to enforce any of the covenants herein set forth due to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

Section 6. Subject to the provisions of Section 7 of this Article, the record owners in fee simple of the Lots in the Property may revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may release from any part or all of such covenants all or any part of the real property subject thereto. Any such change or changes may be made effective at any time by the Developer, so long as Declarant owns any Lots in the Development, and the Owners of at least two-thirds (2/3) of the Lots not owned by Declarant consent thereto.

Any such changes shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

Section 7. 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 the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering any Lot ownership, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall be also deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence or obligation, or other

instrument affecting a Lot 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 vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any Lot.

Section 8. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

Section 9. In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such titleholding 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 Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

Section 10. All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

Section 11. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

Section 12. At any time or times Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its execution of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

Section 13. Each Owner of a Lot shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any

EXHIBIT A

LEGAL DESCRIPTION

TALL TREES OF BARRINGTON

The West Half of the Southeast Quarter of the South East Quarter of Section 31, Township 43 North, Range 10 East of the Third Principal Meridian, Township of Ela, Lake County, Illinois, except that part of the Southeast Quarter of the Southeast Quarter of Section 31, Township 43 North, Range 10 East of the Third Principal Meridian, in Lake County, Illinois, described as follows: Commencing at a point on the West Line of said Southeast Quarter of the South East Quarter of Section 31, One Hundred and Seventy-Five (175) feet South of the North West Corner of said South East Quarter of the South East Quarter; thence North alongside said West Line of the Southeast Quarter of the Southeast Quarter One Hundred and Seventy-Five (175) feet to the Northwest Corner of said Southeast quarter of the Southeast Quarter; thence East along the North line of said South East Quarter of the Southeast Quarter a distance of Three Hundred and Sixty (360) feet; thence South West along a straight line a distance of Three Hundred and Ninety-Nine and Eighty-Eight-One-Hundreds (399.88) feet more or less to the place of beginning.

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