

ARTICLE I.

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Development Tract. The real property legally described on Exhibit A and known as STILLWATER is the Development Tract which shall be subject to this Declaration;

Section 2. Real Property. The real property described on Exhibit B attached hereto shall be subject to this Declaration.

Section 3. Additional Property. The Covenantor may subject any other property to this Declaration. The Covenantor may take such action at any time and shall be solely at its discretion,

In order to subject additional property to this Declaration, the Covenantor shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is the subject of the supplementary declaration.

Upon execution and recordation of a supplementary declaration, the property covered therein shall be subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as this Declaration. Every person or entity who is a record owner of said property shall be a member of the STILLWATER Homeowners Association on the same terms and subject to the same qualification and limitations as those members under the provisions of this declaration. In all respects, all of the provisions of this Declaration shall apply to the property covered in any supplementary declaration and to the owners thereof with equal meaning and of like force and effect.

ARTICLE II GENERAL PURPOSES

The purpose of this Declaration is to provide for a residential community of the highest quality and character for the benefit and convenience of the residents of STILLWATER.

ARTICLE III HOMEOWNERS ASSOCIATION

Section 1. Creation. The Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the STILLWATER Homeowners Association or any name similar thereto.

Section 2. Responsibility. The Homeowners Association shall be the governing body for all the owners of lots in STILLWATER, and shall be responsible for the operation, maintenance, and repair of the property entrusted to the care of the Homeowners Association as hereinafter specified, and the enforcement of these covenants and restrictions, including all buildings, swimming pools, tennis courts and grounds of the Stillwater Club. It shall exercise all powers necessary to fulfill its obligation as delineated in this Declaration, its articles, and its by-laws.

Section 3. Membership. Every person or entity who is a record owner of a lot in STILLWATER shall be a member of the Homeowners Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents or conveyance. Membership is appurtenant to and shall not be separate from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of a lot in STILLWATER at which time the new owner shall

automatically become a member of the Homeowners Association. No owner shall acquire any property rights in the property, assets or holdings of the Homeowners Association except as provided herein.

If more than one person or entity is the record owner of a lot in STILLWATER, all such persons or entities shall be members.

If any owner shall lease his residence, such lease shall be in writing and shall provide that the lease shall be subject to all of the terms, conditions and restrictions of this Declaration and the applicable by-law, and any breach thereof shall constitute a default under such lease by lessee. The owner shall remain bound by all obligations set forth in this Declaration. Only the occupant of the leased premises shall be entitled to the use of the Association's facilities.

Each member of the Homeowners Association shall be bound by and shall observe the terms and provisions of this Declaration, the articles of incorporation, and by-laws of the Homeowners Association, and the rules and regulations promulgated from time to time by the Homeowners Association or its Board of Directors.

Any person or entity who holds an interest in a lot in STILLWATER merely as a security for the performance of an obligation or any person in possession of a lot under a contract to purchase, shall not be a member of the Homeowners Association.

Any person or entity who is exempt from assessment, pursuant to Article IV, Section 11 shall not be entitled to the use of the Association's facilities.

Section 4. Voting Rights. The Homeowners Association shall have two classes of voting membership:

(a) Class A: Class A members shall be all record owners of lots in STILLWATER with the exception of the Covenantor, OLIVER HOFFMANN

CORPORATION.

(b) Class B: Class B members shall be the Covenantor,
OLIVER HOFFMANN CORPORATION.

Class A members shall be entitled to one vote for each lot owned. If more than one member is the record owner of a lot in STILLWATER, then the vote for that lot shall be executed as those members among themselves determine. In no event shall more than one vote be cast with respect to any such lot.

The Class B member shall be entitled to four votes for each lot owned. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

- (a) When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership; or
- (b) Whenever the Class B member elects to do so.

Section 5. Powers and Duties of the Homeowners

Association. The Homeowners Association shall be responsible for the operation, maintenance, and repair of the subdivision entrance monuments and landscaping located in right-of-ways, easements, or any outlots in STILLWATER and further be responsible for the ownership, maintenance, and care of the detention basin including any associated recreational facilities installed in or around it and/or any fencing that may be conveyed to the Homeowners Association in STILLWATER or any subsequent units of STILLWATER and the operation and maintenance of the Stillwater Club. The Homeowners Association shall mow, care for, remove rubbish, water, and plant grass, shrubs, trees, and/or flowers in and upon said right-of-ways, outlots and easements, and shall maintain, repair, clean and replace said subdivision entrance monuments, and any electrical systems and sprinkling systems for said areas. However, no obstructions can be placed that would impede the flow, storage, or drainage of the storm water of any detention or retention basins so owned by the Homeowners Association.

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

Section 6. Meetings. The initial meeting of the voting members shall be held upon ten days written notice given by the Covenantor. Such written notice may be given at any time after at least fifty percent of the homes in STILLWATER are occupied but must not be given later than thirty days after eighty-five percent of the lots are sold and occupied. Thereafter, there shall be an annual meeting of the voting members as provided in the Homeowners Association by-laws.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose.

Said meetings may be called by the president, the Board of Director, or the voting members having, in the aggregate, not less than fifty percent of the total votes of the Homeowners Association. Special meetings shall be held as provided in the Homeowners Association by-laws.

The presence in person or by proxy at any meeting of the voting members having fifty percent (50%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act, the articles of incorporation of the Homeowners Association, or the by-laws of the Homeowners Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

Section 7. Board of Directors. The affairs of the Homeowners Association shall be managed by a Board of Directors. At the initial meeting of the voting members, a Board of Directors shall be elected. The Board shall initially consist of three (3)

members. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The by-laws of the Homeowners Association shall set forth the general powers of the Board, the number, tenure, and qualification of directors, their term of office, manner of election and removal, and method of operation of the Board.

The voting members having at least sixty-six percent of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of the Board members, provided that such number shall be not less than three and that the terms of at least one-third of the persons on the Board shall expire annually.

Members of the Board shall receive no compensation for their services unless expressly allowed by the Board at the direction of the voting members having sixty-six percent of the total votes.

The Board shall elect from among its members the following officers:

- (a) A president who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board.
- (b) One or more vice-presidents who shall assume the duties of the president if the president is unable to fulfill his or her duties.
- (c) A secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall perform all duties incident to the office of secretary.
- (d) A treasurer who shall keep the financial records and books of account.

The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the by-laws of the Homeowners Association.

The members of the Board and the officers thereof shall not be liable to the Homeowners Association for any mistake of judgment, acts, or omissions made in good faith and in a manner he or she reasonably believed to be in or at least not opposed to, the best interests of the Homeowners Association. The Homeowners Association shall defend, indemnify and hold harmless the members of the Board and the officers thereof against all actions and/or contractual liability to others arising out of their actions or contracts made by them in their capacity as board members of the Homeowners Association.

In the event of any disagreement between any members of the Homeowners Association relating to the use or operation of the common property or any question or interpretation or application of the provisions of this Declaration of the by-laws of the Homeowners Association, the determination thereof by the Board shall be final and binding on each and all such members of the Homeowners Association.

Section 8. Acquisition of Insurance Coverage. The Board of Directors shall obtain insurance coverage for the Stillwater Club, any recreation facilities and common areas to cover against loss or damage by fire or other hazards, upon the association acquiring title to the property. The insurance shall be for the full insurable value (based upon current replacement cost) of the Stillwater Club, and all other association property and the insurance premiums shall be a common expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance policies shall be payable to, the Stillwater Homeowners Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Homeowners Association shall not be invalidated by an act or neglect of any owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty days prior written notice to the Homeowners Association. The insurance policies shall contain waivers or subrogation with respect to the Board, its

employees, and agents, owners, members of their household and mortgagees, and, if available, shall contain a replacement clause endorsement.

The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to 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 the Homeowners Association, its officers, members of the Board, the Covenantor, and their respective employees and agents, if any, from liability in connection with any recreation facilities and/or the common areas and insuring the officers of the Property Homeowners and members of the Board from liability for good faith actions. The premium for such insurance shall be a common expense.

ARTICLE IV MAINTENANCE ASSESSMENTS FOR STILLWATER

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Covenantor, for each lot owned by it in STILLWATER hereby covenants that each owner of a lot in STILLWATER by acceptance of deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay the Homeowners Association regular assessments or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such

interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Homeowners Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of STILLWATER and in particular for the operation, maintenance, and repair of the Stillwater Club, any recreation facilities, common areas, subdivision entrance monuments, and landscaping of detention area, and for the costs of insurance.

Section 3. Basis of Regular Assessments. Prior to the completion of the Stillwater Club, the annual regular assessment shall be \$160.00 payable in quarterly installments of \$40.00. This is called the lot assessment. Upon the opening of the Stillwater Club, or as determined by the Board of Directors, the annual assessment shall be increased to \$760.00 payable in quarterly installments of \$190.00. The increased assessment is known as the full assessment. Until the year beginning June 1, 1999, the regular assessments shall not exceed \$760.00 annually per lot. From and after June 1, 1999, the regular full assessment may be increased or decreased by the Covenantor or by a vote of the Board of Directors of the Homeowners Association, as hereinafter provided, for the next succeeding year and at the end of that year for each succeeding year. The aforementioned assessments shall be due and payable quarterly.

The Board of Directors of the Homeowners Association may, at any time, after consideration of current maintenance costs and future needs of the Homeowners Associations, fix the actual assessment for any year at an amount lesser than that previously set for that year.

The Board of Directors, through proper board action, may collect from the initial occupant of a home in STILLWATER a one time charge of \$75.00 to be deposited in the Homeowners Association's operating reserve account.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, the Homeowners 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, reconstructing, unexpected repair, replacement of the subdivision entrance monuments, any recreational facilities, or landscaping, provided that any such assessment shall have the consent of two-thirds (2/3) of the vote of the members of the Board of Directors.

Section 5. Change in Basis of Regular Assessments. Subject to the limitation of Section 3 hereof, and for the periods therein specified, the Homeowners Association may change the maximum and basis of the regular assessments fixed by Section 3 hereof prospectively for any such annual period provided that any such change shall have the assent of two-thirds (2/3) of the vote of the members of the Board of Directors, at a meeting duly called for this purpose.

Section 6. Quorum for any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be the presence in person at the meeting of the Board of Directors, that number of directors having two-thirds (2/3) of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. Date of Commencement of Regular Assessments. The regular assessments provided for herein shall commence on the date (which shall be the first day of a month) fixed by the Board of Directors of the Homeowners Association to be the date of commencement.

Section 8. Duties of the Board of Directors. The Board of Directors of the Homeowners Association shall fix the date of commencement and the amount of the assessment against each

lot for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Homeowners Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessments has been paid. Such certificate shall be conclusive of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of an Assessment. If the assessments are not paid on the date when due (being the date specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorney's fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representatives, assigns, successors, and grantees and the limitation of the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. There shall be a late payment penalty of \$50.00 if the assessments are not paid within 30 days after written notice is given to the occupant. This sum is in addition to the interest and cost of collection, as provided herein. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from

parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee, delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, or the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois, whichever is less, and the Homeowners Association may bring an action at law against the owners personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with all costs of the action. The venue for all actions at law shall be in Will County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is held by or conveyed to a land trustee, the beneficiary or beneficiaries shall, upon the demand of the Homeowners Association, furnish a certified copy of the trust agreement.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein may for any reason be subordinated by the Homeowners Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and

payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

(a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption; and

(c) all property or lots owned by the Covenantor.

Section 11.1 Partial Exemption. All property owned by builders which are not occupied shall be exempt from the full assessment specified in Article VI, Section 3, but shall not be exempt from the lot assessment as specified in that Section. Model homes for which a model home real estate tax assessment has been granted by the assessor's office, shall not be considered occupied for the purpose of this Section. All lots which are subject to this partial exemption shall not be entitled to use the Stillwater Club.

ARTICLE V MAINTENANCE AND REPAIR

Section 1. Responsibility of Owner. Each owner of a lot in STILLWATER shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own

lot and keep same in good condition. In the event a lot owner fails to keep his lot in good condition, the Homeowners Association shall do any work necessary to put the lot in good condition. The Homeowners Association shall assess the owner of the lot for 150% of the cost of the work and impose a lien in accordance with Article IV Section 9.

Section 2. Responsibility of Homeowners Association. The Homeowners Association shall be responsible for the operation, maintenance, and repair of the Stillwater Club, subdivision entrance monuments, landscape berm, and landscaping of entrances and cul-de-sac islands, recreational facilities, and common areas in STILLWATER.

Section 3. Liability for Damage to Association Owned Property and Subdivision Entrance Monuments and Landscaping. Each lot owner in STILLWATER shall be liable for the expense of any maintenance, repair or replacement of the Stillwater Club, any association owned buildings, equipment, recreational facilities, and club landscaping as well as the subdivision entrance monuments and landscaping in STILLWATER rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Homeowners Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

ARTICLE VI COVENANTOR'S RESERVED RIGHTS

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

The Covenantor shall have the right to designate and/or grant any and all easements which in its sole discretion are deemed necessary for the development of STILLWATER. Said easements shall include but are not limited to easements over, above, or under any part of STILLWATER which may be granted to either any public utility, any private utility, or any governmental body, for the installation of electrical service, telephone conduit lines, cable lines, gas pipes, sewer pipes, water supply system, or a storm drainage system, including a storm detention or retention basin serving any lot.

Section 2. Architectural Review. The Covenantor shall have the right to require architectural review by the Covenantor of all buildings and structures to be erected in STILLWATER. No metal (as defined herein) or stockade fences are permitted, except where required by local municipal ordinance in regards to the installation of an in-ground pool or by the Covenantor for the preservation of landscaping and/or wooded areas as may be required by Covenantor at site plan approval. (See Article VII, Section 11, for fence restrictions and limitations.) Unacceptable metal fences are defined to be metal fences composed of wire mesh (or material commonly described as "cyclone"). Metal fences of other designs are subject to the approval of the covenantor and/or Homeowners Association when such fences present an ornamental appearance consistent with the integrity of STILLWATER. No other buildings or structures, nor shall any exterior additions, changes, or alterations therein be made prior to written approval by the Covenantor. The right of architectural review shall remain with the Covenantor notwithstanding control of the Homeowners Association having been transferred to the initial board of directors. The Covenantor shall have the right to assign, designate, or relinquish this authority, in whole or part, to the Homeowners Association at any time. The owner of the lot shall submit the following information:

(a) Construction plans and specifications showing the nature, kind, shape, height, and materials of the building or structure; and

(b) A plat or survey showing the location on the lot of the building or structure.

The Covenantor, shall have the right to reasonably refuse to approve any such construction it determines is not suitable or desirable for STILLWATER based on aesthetic considerations or other factors.

Section 2.1. All dwelling units in STILLWATER shall conform with the following guidelines:

(a) All exterior exposed fireplace chimneys must be of masonry construction or other material approved by the Covenantor.

(b) No homes of aluminum, vinyl clad metal, or composite board siding will be permitted. All materials must be approved by the Covenantor.

(c) Roofing materials must be cedar shakes, tile or dimensional Architectural Style asphalt or fiberglass shingles with a minimum weight of 250 pounds per 100 square feet or other material approved by the Covenantor.

(d) No exterior antennas or satellite dishes may be erected or installed, except television satellite dishes, not larger than 18' in diameter, may be installed in the rearyard if properly screened by landscaping or may be attached to the home if not visible from the streetside unless approved in writing by the Covenantor.

(e) All plans, including types of materials, (masonry, siding, trim, etc.) must be submitted to the Covenantor for approval prior to actual construction.

(f) Property and construction must conform with all additional Covenants and Restrictions relating to STILLWATER.

(g) Each homeowner in Stillwater agrees to install sod in at least the front and side yards including the parkway. Said sod shall be laid within two (2) weeks of the home being occupied, subject to adverse weather conditions and City of Naperville

regulations.

All plans, specifications, and other information shall be filed in the office of OLIVER HOFFMANN CORPORATION, Naperville, Illinois, for approval or disapproval. A report in writing setting forth the decision of the Covenantor and the reason therefore shall thereafter be transmitted to the applicant by the Covenantor within fifteen days after the date of filing the plans, specifications, and other information by the applicant. In the event the Covenantor fails to approve or to disapprove such application within 15 days after the date of filing the plans, specifications, and other information, its approval will not be required and this Section will be deemed to be complied with. The Homeowners Association shall indemnify, defend and hold Oliver Hoffmann Corporation, its officers, directors, employees and/or agents, harmless for actions taken in good faith pursuant to this section.

Section 3. General Rights. The Covenantor shall have the right to execute all documents or undertake any actions affecting STILLWATER which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration, to the Covenantor or the Stillwater Homeowners Association.

ARTICLE VII COVENANTS AND RESTRICTIONS RELATING TO STILLWATER

Section 1. No lots shall be used except for residential purposes. A trade, business, or commercial enterprise may be permitted or maintained on a lot, or a home occupation may be permitted, if the use of the home is such that the average person (passerby) is not aware of its existence. The home occupation or business use is to be subordinate and incidental to the residential use. All home occupations must comply with City of Naperville ordinances. No signs regarding the home occupation, business, trade, or commercial use are permitted. Model homes may be

allowed at the discretion of the Covenantor.

Section 2. All dwelling units constructed in STILLWATER shall provide at a minimum the following square footage of finished living quarters (specifically not including basement, garage, or patio areas):

(a) All single level dwelling units must contain at least 2,200 square feet of finished living area, not including the garage or basement area.

(b) All multi level dwelling units must contain at least 2,600 square feet of finished living area, not including the garage or basement area.

Section 3. No trailers, boats, tractors, trucks, motorcycles, mobile homes, or other vehicles of any type whatsoever are to be parked, stored, or left unattended, permanently or temporarily, on any of the lots, except in the garages on the lots; provided that the operable automobiles being used by the owners, occupants, and their invitees of the lots may be parked on the owners' driveways and public streets as permitted by law.

Section 4. No bicycles, carriages, or other articles shall be stored or left visible on any lot except when in use.

Section 5. No signs of any kind shall be displayed to the public view on any lot except (a) one sign of not more than two square feet advertising the property for sale or rent or such other dimension approved by the Homeowners Association, and (b) any and all signs used by OLIVER HOFFMANN CORPORATION, in connection with developing and advertising lots in STILLWATER for sale.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No dog kennels of any type shall be kept or maintained on any of the

lots and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the lots except inside the dwelling unit.

Section 7. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any of the lots, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste containers shall be stored, kept, or maintained anywhere except within the dwelling units or the garages on each of the lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 8. No drilling or mining operations of any type whatsoever shall be permitted upon or in any of the lots, nor shall any wells, tanks, tunnels, excavations or shafts be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of the lots.

Section 9. No exterior television antennas, television satellite dishes, radio antennas, or lights of any type whatsoever shall be erected or installed and maintained, temporarily or permanently, except such antennas or lights which shall be erected or installed or approved by the Covenantor or the Homeowners Association.

Section 10. No above ground swimming pools shall be erected, placed, or maintained upon any of the lots. All inground pools must be approved by the Covenantor.

Section 11. No cyclone or stockade fences shall be erected on any lot. All fences shall have a maximum height limitation of four feet except where required by local municipal ordinances to be higher. All fences must be approved by the Covenantor.

Section 12. All structures to be erected shall comply with all government regulations, including zoning and building codes

and must be approved by the Covenantor.

Section 13. All easements created herein shall be subject to all public utility easements heretofore or hereafter granted.

ARTICLE VIII STILLWATER CLUB

Section 1. Stillwater Club Membership.

(a) Every person or entity who is a record owner of a lot in Stillwater shall be a resident member of the Stillwater Club. All members, resident and annual, shall be subject to such rules and regulations relating to the use and operation of the clubhouse, grounds and facilities as may be established from time to time by the Board of Directors. All lots which are subject to the partial exemption specified in Article IV, Section 11.1 shall not be entitled to the use of the Stillwater Club.

(b) Each fiscal year the Board of Directors shall determine whether a sufficient number of resident memberships will exist to satisfy the estimated budget of the Club for that fiscal year. Subject to Article VIII, Section 2(a), Annual memberships may be issued by the Board of Directors at any time and upon such terms as the Board of Directors shall determine. The total membership, equity and annual, shall not exceed 550.

Section 2. Resident Membership.

(a) The privileges of a resident membership are reserved to those persons or entities who own and occupy a single family residential home in STILLWATER. The number of resident members of the club shall not exceed 550. Each member, his/her spouse and the member's single sons and daughters under 25 years of age residing in the member's home shall have, subject to Stillwater Club rules and the bylaws, all the rights and privileges afforded by the Stillwater Club. Each member shall be responsible for all of the charges, costs and damages incurred by his/her family members and guests.

(b) After control passes from OLIVER HOFFMANN CORPORATION, only a resident member shall be entitled to vote, hold office, chair committees and have any right and interest in or to the property and assets of the Stillwater Club.

Section 3. Annual Membership.

(a) Annual memberships are for one year. Memberships may only be acquired through and from the Stillwater Club, or the Oliver-Hoffmann Corporation, as defined herein. The Stillwater Club may offer annual memberships for such amounts and on such terms as the Board of Directors establishes from time to time. Every person desiring to become an annual member must make an application in writing to the Stillwater Club on a form approved by the Board of Directors.

(b) Upon application to the Board, a person over 21 years of age may seek annual membership in the Stillwater Club. This member, his/her spouse and single children under the age of 25 years residing in member's home shall have, subject to the Stillwater Club rules and Bylaws, all the rights and privileges afforded by the Stillwater Club, however, this membership shall carry no ownership rights, no voting privileges, no proprietary nor property interest in the assets of the Stillwater Club and shall terminate one year from the date of acceptance, unless sooner terminated. Annual members may not hold elective office in the Stillwater Club, attend meetings, nor be a voting member of any committee. Annual members shall be responsible for all of the charges, costs and damages incurred by his/her family members and guests.

(c) If any annual membership is terminated for any reason by action of the Board of Directors, said termination will take effect immediately and all indebtedness to the Stillwater Club shall become immediately due and payable.

(d) Annual memberships have no right to renewal. Annual memberships completely terminate on May 31st of each year regardless of when they begin.. Annual dues of Annual memberships shall be fixed from time to time by the Board of

Directors.

(e) Annual memberships shall not be issued to any owner of a single family home in the STILLWATER subdivision.

Section 4. Total Memberships. When the combined total of resident memberships and annual memberships is 550, no further annual memberships shall be issued until such combined total is less than 550.

Section 5. The facilities of the Stillwater Club are primarily intended for use by the member, the member's spouse and the member's children under age 25 who reside with the member. Subject to rules or regulations established by the Board of Directors, guests of a member or persons living in the member's residence on a permanent basis may use the facilities of the Stillwater Club.

Section 6. Transfer of Membership.

(a) A resident membership may only be transferred in connection with the sale of his/her single family home.

(b) Annual memberships may not be transferred.

Section 7. Suspension of Membership Privileges. Any director or any twenty-five (25 Resident Members may file a written and signed complaint with the Board of Directors to cite any member of the Home Owners Association to appear before such Board of Directors, at a regular board meeting, for any conduct at the Stillwater Club contrary to normal social behavior, or for any conduct injurious to the order, peace, interest, or welfare of the Stillwater Club, its members, guests, or property, or at variance with the Club's purposes, By-laws, rules or regulations. The Secretary shall in writing notify the member so cited, furnishing said member with a copy of such complaint and a request to appear before the Board of Directors, at a regular meeting, to answer thereto. The Board of Directors shall then determine whether a formal hearing is necessary to determine whether a member should be suspended.

The formal hearing shall take place within thirty (30) days of the Board's determination that a formal hearing is necessary. After the formal hearing, the Board by majority vote of its members may suspend a member's privileges for up to thirty (30) days. Any member under suspension shall not be permitted to enter upon Club property or exercise any of the privileges of a member during the suspension period. A member may be subject to repeated suspensions for reoccurring violations. Any notice or complaint served by certified mail, postage prepaid, to the address of the member to whom it is directed, as shown on the books and records of the Club, shall be sufficient notice and binding upon the member so served.

ARTICLE IX AMENDMENTS

Section 1. Amendment. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by owners having at least sixty-six percent of the total vote, and certified by the secretary of the Board of Directors, provided, however, that all lien holders of record have been notified either by personal service or mailing by certified mail of such change, modification, or rescission, and an affidavit by said secretary certifying to same as a part of such instrument.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Will County, Illinois.

Section 3. Covenantor Amendment. The Covenantor shall have the right to execute all documents or undertake any actions affecting STILLWATER which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article IX, Section 1, of the

Declaration. This right shall cease upon the election of the initial Board of Directors.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the owners of the lots in STILLWATER full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowners Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent with mailed postpaid to the last known address of the person who appears as the lot owner on the records of the Homeowners Association at the time of such mailing.

Section 3. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created 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 inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article 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 owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a fine community.

Section 5. Covenant to Abide by this Declaration. OLIVER HOFFMANN CORPORATION covenants to abide by each and every covenant and restriction set forth herein and agrees that all conveyances shall be subject to this declaration as though each and every provision herein was set forth in each and every deed or document affecting title to its property.

Section 6. Lot Ownership in Trust. In the event title to any lot is conveyed to a title holding trust, under the terms of which all powers of management, operation, and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries there under 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 ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot ownership 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 ownership.

Section 7. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Covenantor, the Homeowners Association, or any owner of a lot in STILLWATER to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The Covenantor and/or the Stillwater Homeowners Association in any action brought to enforce the provisions of this Declaration shall be entitled to collect all costs of enforcement including litigation expenses, title reports and attorney's fees shall be paid by the person violating or attempting to violate any covenant or restriction and any judgment or decree shall provide for payment of these costs, in addition to all other damages.

Section 8. Severability. Invalidation of any one of these covenants, restrictions, judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, OLIVER HOFFMANN CORPORATION hereto has caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed and to affix its corporate seal on this 2nd day of May , 1996.

OLIVER HOFFMANN CORPORATION, an Illinois corporation

By:
ROBERT W. SCHULZ, Vice Pres

Attest:
DAVID L. KIRK, Assistant Secretary
PREPARED BY:

Please return original recorded document to:

Kevin M. Gensler
DOMMERMUTH, BRESTAL, COBINE & WEST, LTD.
123 Water St.
Naperville, IL 60540

STATE OF ILLINOIS)

)SS.

COUNTY OF WILL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that ROBERT W. SCHULZ, personally known to be the Vice President of OLIVER HOFFMANN CORPORATION, an Illinois Corporation, and DAVID L. KIRK personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, 2nd day of May, 1996.

Marguerite E. O'Connell

Notary Public

My Commission Expires: 09/11/1996

**AMENDMENT NO. 1 TO THE DECLARATION
OF
COVENANTS AND RESTRICTIONS FOR
STILLWATER - UNITS 3 and 4**

This Amendment to the Declaration of Covenants and Restrictions for Stillwater is made this 4th day of September, 1997 by Oliver-Hoffmann Corporation, an Illinois Corporation, (hereinafter referred to as "Covenantor").

WITNESSETH:

WHEREAS, the Covenantor is or was the owner of the real property commonly known as Stillwater and legally described in Article I, Section 1 of the Declaration, recorded in Will County on May 9, 1996 as Document No. R96-040830 and which legal descriptions are incorporated herein by reference, (hereinafter referred to as "Development Tract");

WHEREAS, the Covenantor caused to be recorded by the Recorder of Deeds of Will County on May 9, 1996 as Document No. R96-040830, the Declaration of Covenants and Restrictions for Stillwater dated May 2, 1996;

WHEREAS, Covenantor intends to develop the Development Tract in phases; and

WHEREAS, as each phase is subdivided the phase shall be subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in the aforesaid Declaration through an amendment to the Declaration;

WHEREAS, the real property legally described in Exhibit A which exhibit is attached hereto and incorporated herein by reference, is the second phase of Stillwater and has been subdivided (hereinafter referred to as "Additional Property");

WHEREAS, the Covenantor desires to preserve the values and

amenities in the community created by Stillwater and the Additional Property by subjecting the Additional Property to the covenants, restrictions, easements, charges, and liens contained in the Declaration of Covenants and Restrictions for Stillwater;

NOW THEREFORE, Oliver-Hoffmann Corporation declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens as set forth in the Declaration of Covenants and Restrictions for Stillwater dated May 2, 1996 and recorded by the Recorder of Deeds of Will County on May 9, 1996, as Document No. R96-040830, as hereinafter set forth.

ARTICLE I

The real property legally described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to this Amendment and to the Declaration of Covenants and Restrictions for Stillwater dated May 2, 1996 recorded by the Recorder of Deeds of Will County, on May 9, 1996 as Document No. R96-040830, as hereinafter set forth.

ARTICLE II CLARIFICATION

Section 1. Definition of Stillwater. The Additional Property described in Exhibit A of this Amendment shall be known as Stillwater Units 3 and 4 and shall be incorporated into any reference to Stillwater in the Declaration of Covenants and Restrictions for Stillwater, and all amendments thereto.

Section 2. Application to the Declaration. The lot owners of the Additional Property shall have the same rights and obligations under the Declaration of Covenants and Restrictions for Stillwater as the lot owners of Stillwater referred to in said Declaration, and all amendments thereto. Upon the recording of this Amendment, the property legally described in Article I shall be subject to the covenants, restrictions, easements, charges, and liens for Stillwater dated May 2, 1996 and

IN WITNESS WHEREOF, Oliver-Hoffmann Corporation has caused this Amendment No. 1 to the Declaration of Covenants and Restrictions for Stillwater to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on the day first above written.

By: Robert W. Schulz, Vice President

STATE OF ILLINOIS)
) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT W. SCHULZ, personally known to me to be the Vice President of the OLIVER-HOFFMANN CORPORATION, an Illinois

Corporation, and DAVID L. KIRK, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Vice President and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and official seal, this 4th day of September, 1997.

OFFICIAL SEAL Notary Public
MARGUERITE E O'CONNELL
NOTARY PUBLIC. STATE OF ILLINOIS MY
COMMISSION EXPIRES:09/11/00

This document prepared by and mailed to:
Dommermuth, Brestal, Cobine & West, Ltd. 123 Water Street
P.O. Box 565 Naperville, IL 60566-0565 Telephone:
(630)355-5800

LEGAL DESCRIPTION

LOTS 178 THROUGH 274, INCLUSIVE, IN STILLWATER UNIT 3, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1997, AS DOCUMENT NO. R97-061398, IN WILL COUNTY, ILLINOIS

ALSO

LOTS 277 THROUGH 361, INCLUSIVE, IN STILLWATER UNIT 4, BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 23, 1997, AS DOCUMENT NO.

**AMENDMENT NO. 2 TO THE DECLARATION
OF
COVENANTS AND RESTRICTIONS FOR
STILLWATER - UNITS 5 AND 6**

This Amendment to the Declaration of Covenants and Restrictions for Stillwater is made this 3rd day of April, 1998 by Oliver-Hoffmann Corporation, an Illinois Corporation, (hereinafter referred to as "Covenantor").

WITNESSETH:

WHEREAS, the Covenantor is or was the owner of the real property commonly known as Stillwater and legally described in Article I, Section 1 of the Declaration, recorded in Will County on May 9, 1996 as Document No. R96-040830 and which legal descriptions are incorporated herein by reference, (hereinafter referred to as "Development Tract");

WHEREAS, the Covenantor caused to be recorded by the Recorder of Deeds of Will County on May 9, 1996 as Document No. R96-040830, the Declaration of Covenants and Restrictions for Stillwater dated May 2, 1996; and Amendment No. 1 to the Declaration of Covenants and Restrictions for Stillwater on December 22, 1997 as Document R97-114142.

WHEREAS, Covenantor intends to develop the Development Tract in phases; and WHEREAS, as each phase is subdivided the phase shall be subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in the aforesaid Declaration through an amendment to the Declaration;

WHEREAS, the real property legally described in Exhibit A which exhibit is attached hereto and incorporated herein by reference, is the third phase of Stillwater and has been subdivided (hereinafter referred to as "Additional Property");

WHEREAS, the Covenantor desires to preserve the values and amenities in the community created by Stillwater and the Additional Property by subjecting the Additional Property to the covenants, restrictions, easements, charges, and liens contained in the Declaration of Covenants and Restrictions for Stillwater;

NOW THEREFORE, Oliver-Hoffmann Corporation declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens as set forth in the Declaration of Covenants and Restrictions for Stillwater dated May 2, 1996 and recorded by the Recorder of Deeds of Will County on May 9, 1996 as Document No. R96-040830, and Amendment No. 1 to the Declaration of Covenants and Restrictions for Stillwater recorded December 22, 1997 as Document R97-114142, as hereinafter set forth.

ARTICLE I PROPERTY SUBJECT TO THIS AMENDMENT AND THE DECLARATION

The real property legally described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to this Amendment No. 2 and to the Declaration of Covenants and Restrictions for Stillwater dated May 2, 1996 recorded by the Recorder of Deeds of Will County, on May 9, 1996 as Document No. R96-040830, and Amendment No. 1 to the Declaration of Covenants and Restrictions for Stillwater recorded December 22, 1997 as Document R97-114142, as hereinafter set forth.

ARTICLE II CLARIFICATION

Section 1. Definition of Stillwater. The Additional Property

described in Exhibit A of this Amendment No. 2 shall be known as Stillwater Units 5 and 6 and shall be incorporated into any reference to Stillwater in the Declaration of Covenants and Restrictions for Stillwater, and all amendments thereto.

Section 2. Application to the Declaration. The lot owners of the Additional Property shall have the same rights and obligations under the Declaration of Covenants and Restrictions for Stillwater as the lot owners of Stillwater referred to in said Declaration, and all amendments thereto. Upon the recording of this Amendment No. 2, the property legally described in Article I shall be subject to the covenants, restrictions, easements, charges, and liens for Stillwater dated May 2, 1996 and recorded by the Recorder of Deeds of Will County of May 9, 1996 as Document No. R96-040830, and Amendment No. 1 to the Declaration of Covenants and Restrictions for Stillwater recorded December 22, 1997 as Document R97-114142. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property described in Article I and shall inure to the benefit to and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as to the property described in the aforesaid Declaration. Every person or entity who is a record owner of the property described in Article I shall be a member of the Stillwater Homeowners Association on the same terms and subject to the same qualifications and limitations as those members under the provision of the aforesaid Declaration and all amendments thereto. In all respects, all of the provisions of the aforesaid Declaration, shall apply to the property described in Article I and to the owners thereof with equal meaning and of the like force and effect as to the property and owners described in the aforesaid Declaration and all amendments thereto.

IN WITNESS WHEREOF, Oliver-Hoffmann Corporation has caused this Amendment No. 2 to the Declaration of Covenants and Restrictions for Stillwater to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on the day first above

written.

OLIVER-HOFFMANN CORPORATION

By: Robert W. Schulz, Vice President

Attest: David L. Kirk, Assistant Secretary

STATE OF ILLINOIS)

) SS.

COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that ROBERT W. SCHULZ, personally known to me to be the Vice President of the OLIVER-HOFFMANN CORPORATION, an Illinois Corporation, and DAVID L. KIRK, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Vice President and Assistant Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation , as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of April 1998.

JUDY J.HAHN

Notary Public, State of Illinois

My Commission Expires 6-27-2000

This document prepared by and mailed to:
Dommermuth, Brestal, Cobine & West, Ltd.
123 Water Street P.O. Box 565 Naperville, IL 60566-0565
Telephone: (630) 355-5800

EXHIBIT A

Unit 5

THAT PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER, OF SAID SECTION 3, SAID POINT BEING THE NORTHEAST CORNER OF STILLWATER UNIT 1, BEING A SUBDIVISION IN SAID SECTION 3 AND RUNNING THENCE SOUTH 89°-01'-00" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, SAID LINE ALSO BEING THE NORTH LINE OF SAID STILLWATER UNIT 1, A DISTANCE OF 1585.94 FEET, TO THE NORTHEAST CORNER OF STILLWATER UNIT 2, BEING A SUBDIVISION IN SAID SECTION 3; THENCE CONTINUING SOUTH 89°-01'-00" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, AND THE NORTHERLY LINE OF SAID STILLWATER UNIT 2, A DISTANCE OF 1051.05 FEET, TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID UNIT 2; THENCE SOUTH 1°-32'-36" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, SAID LINE ALSO BEING THE WEST LINE OF SAID UNIT 2, A DISTANCE OF 850.05 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1°-32'-36" EAST, ALONG SAID WEST LINES, 992.90 FEET; THENCE SOUTH 19°-52'-23" EAST, 347.01 FEET, TO A POINT ON CURVE; THENCE WESTERLY ALONG A NON-TANGENT CURVE WHOSE CENTER LIES SOUTHERLY, AND HAS A RADIUS 1390.00 FEET, AN ARC DISTANCE OF 45.56 FEET, (CHORD BEARING SOUTH 71°-03'-58" WEST, 45.56 FEET, CHORD); THENCE SOUTH 70°-07'-37" WEST, 309.85 FEET; THENCE SOUTH 19°-52'-23" EAST, 423.18 FEET; THENCE SOUTH 7°-20'-56" EAST, 72.21 FEET; THENCE SOUTH 13°-32' EAST, 238.91 FEET;

THENCE SOUTH 88°-46'-33H WEST, 1232.97 FEET;
THENCE NORTH 1°-32'-03" WEST, 1325.10 FEET; THENCE
SOUTH 88°-48'-09" WBST, 78.00 FEET; THENCE NORTH
1'-32'-37H WEST, 753.19 FEET, TO A POINT ON CURVE;
THENCE NORTHWESTERLY, ALONG A NON-TANGENT
CURVE WHOSE CENTER LIES NORTHEASTERLY AND
HAS A RADIUS OF 1036.65 FEET, AN ARC DISTANCE OF
135.69 FEET, (CHORDBEARING NORTH 56°-12'-23"
WEST, 135.60 FEET); THENCE NORTH 35'-19'-56" BAST,
216.20 FEET, APPOINT ON CURVE, SAID POINT ALSO
BEING THE SOUTHERLY LINE OF 87th STREET;
THENCE SOUTHEASTERLY, ALONG THE SOUTHERLY
LINE OF SAID 87th STREET,BEING ALONG A
NON-TANGBNT CURVE WHOSE CENTER LIES
NORTHEASTERLY AND HAS A RADIUS OF 820.65 FEET;
AN ARC DISTANCE OF 566.05 FEET,(CHORD BEARING
SOUTH 71°-38'-03" BAST, CHORD 554.90 FEET), TO A
POINT OF TANGENCY; THENCE NORTH 83°-36'-21"
EAST, CONTINUING ALONG THE SOUTH LINE OF SAID
87th STREET, 859.31 EAST, MORE OR LESS, TO THE
POINT OF BEGINNING, ALL IN WILL COUNTY,
ILLINOIS.

Unit 6

THAT PART OF THE NORTHWEST QUARTER OF
SECTION 3, TOWNSHIP 37 NORTH. RANGE 9 EAST OF
THE THIRD PRINCIPAL MERIDIAN. DESCRIBED AS
COMMENCING AT THE NORTHEAST CORNER OF SAID
SECTION 3 AND RUNNING THENCE SOUTH 89°-01'-00"
WEST. ALONG THE NORTH LINE OF SAID SECTION,
SAID LINE BEING THE WILL-DU PAGE COUNTY LINE.
SAID LINE ALSO BEING THE NORTH LINE OP
STILLWATER UNITS 1 AND 2. SUBDIVISIONS IN THE
NORTHEAST QUARTER OF SAID SECTION 3, A
DISTANCE OF 2636.99 FEET. TO THE NORTHEAST
CORNER OF THE NORTHWEST QUARTER OF SAID
SECTION 3. SAID POINT BEING THE POINT OF
BEGINNING; THENCE SOUTH 1°-32'-36" EAST. ALONG
THE WEST LINE OF STILLWATER UNIT 2. A DISTANCE

OF 750.05 FEET. TO THE NORTH LINE OF 87TH STREET;
THENCE SOUTH $88^{\circ}-36'-21''$ WEST. ALONG THE
AFORESAID NORTH LINE, 859.05 FEET. TO A POINT OF
CURVE ON SAID NORTH LINE; THENCE
NORTHWESTERLY CONTINUING ALONG THE NORTH
LINE OF 87TH STREET ON A CURVE WHOSE CENTER
LIES NORTHERLY AND HAS A RADIUS OF 720.65 FEET.
917.34 FEET, ARC, (CHORD BEARING NORTH $54^{\circ}-55'-39''$
WEST, 856.65 FEET, CHORD), TO A POINT OF
TANGENCY ON SAID NORTH LINE; THENCE NORTH
 $18'-27'-39''$ WEST, ALONG SAID NORTH LINE, 264.18
FEET, TO THE NORTH LINE OF SAID SECTION 3;
THENCE NORTH $89^{\circ}-01'-00''$ EAST. ALONG SAID NORTH
LINE. 1623.58 FEET, MORE OR LESS, TO THE POINT OF
BEGINNING. ALL IN WILL COUNTY, ILLINOIS.

PIN NO. 07-01-03-200-008