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Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, IL 60661-3693
Attn: Karin H. Berg

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS OF COTTAGE ACRES HOMEOWNERS ASSOCIATION**

THIS DECLARATION (the "**Declaration**") is made and entered into by WC – Sterling LLC, a Delaware limited liability company, for convenience hereinafter referred to as the "**Declarant**."

ARTICLE I

RECITALS

Declarant is the record title holder of the real estate legally described on Exhibit "A" attached hereto and made a part hereof.

Said real estate (hereinafter referred to as the "**Real Estate**") is currently improved with thirty-two (32) duplex residential buildings containing two units per building or sixty-four (64) residential dwelling units ("**Dwelling Units**" and individually a "**Dwelling Unit**") and one (1) residential building containing four (4) fourplex residential Dwelling Units for a total of sixty-eight (68) Dwelling Units called the "**Cottage Acres**". The Cottage Acres development is hereinafter sometimes referred to as the "**Cottage Acres Community**".

All owners and occupants of the Dwelling Units will benefit from the creation of a homeowners association which will assume all maintenance obligations relative to the Common Area (hereinafter defined), the landscaping of the Common Area and Lots (hereinafter defined) and the exterior of the Dwelling Units, as provided for in this Declaration. The Declarant has elected to declare that the Real Estate is and shall be transferred, held, sold, conveyed and accepted subject to this Declaration. The Declarant does hereby further declare that the following easements, covenants, restrictions, conditions and burdens, uses, privileges, charges and liens contained in this Declaration shall: (1) exist at all times hereinafter amongst the several Owners (hereinafter defined), Mortgagees (hereinafter defined), occupants and all other parties having or acquired right, title or interest in any portions of the Real Estate; (2) be binding on and inure to the benefit of each Owner; and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

The Cottage Acres Community shall comply with laws and ordinances of the City of Sterling, Illinois.

Prior to the conveyance of all of the Dwelling Units to independent third parties, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right prior to the Turnover Date (hereinafter defined) to appoint all members of the Board (hereinafter defined) and the right to enter upon the Cottage Acres Community in connection with Declarant's efforts to complete the transfer of title to the Dwelling Units to third parties.

Declarant has heretofore executed a certain Declaration of Easements, Covenants, Conditions, and Restrictions ("**Cross Easement Agreement**") to which the Real Estate, this Declaration, the Association (hereinafter defined) and the Owners are subject, which Cross Easement Agreement has been previously recorded.

ARTICLE II

DEFINITIONS

For purposes of brevity certain terms and words used in this Declaration are defined as follows:

2.01. Association. Cottage Acres Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

2.02. Board. The Board of Directors of the Association as constituted at any time or from time to time in accordance with the applicable provisions of **Article IV** and the Bylaws.

2.03. Bylaws. The Bylaws of the Association attached hereto and incorporated herein as Exhibit "B".

2.04. Capital Reserve. The funds segregated by the Association in a special reserve account, the use of which is limited to the making of capital expenditures.

2.05. Charges. The Maintenance Assessment, any special assessment levied by the Association and/or any special charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration and the Bylaws.

2.06. Common Area. The portions of the Real Estate which are not Lots, including but not limited to, private streets, if any, common sidewalks, water service lines, sanitary sewers and storm sewers to the point of connection with the main lines and sewers, and detention ponds. The maintenance, repair, improvement, use, enjoyment and operation of all of the Common Area shall be in accordance with the terms and provisions of this Declaration.

2.07. Declaration. This instrument with all exhibits hereto, as amended or supplemented from time to time.

2.08. Dwelling Unit. A residential housing unit consisting of a group of rooms (including the Dwelling Unit Exterior) which may be attached to one or more other Dwelling Units by common party walls and which is designed or intended for the exclusive use as living quarters for one Family as constructed by the Declarant and the parcel of real estate upon which the Dwelling Unit is constructed.

2.09. Dwelling Unit Exterior. The roof, foundation and outer surfaces of exterior walls, but specifically excluding all windows, window hardware, doors, garage doors, door hardware, screens, decks, patios, Private Gardens (if any).

2.10. Eligible Mortgage Holder. Each holder of a first mortgage on a Lot that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of mortgage holders.

2.11. Exterior Walls. The exterior walls of a Dwelling Unit from the most outside portion of said exterior wall running through but not including the exterior side of the drywall, but not including any plumbing or electrical equipment servicing only one Dwelling Unit.

2.12. Family. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic caregivers, maintaining a common household in a Dwelling Unit, or as otherwise defined from time to time in the City of Sterling zoning code or municipal code.

2.13. Lots. Any of the sixty-eight (68) legally described parcels of real estate upon which a Dwelling Unit has been, or may in the future be, constructed upon. Each parcel of real estate, whether or not improved, is a Lot hereunder. The precise legal description of the real estate which makes up each Lot shall be set forth in the deed which conveys the Lot from the Declarant to the first third party grantee of such Lot.

2.14. Maintenance Assessment. The amounts which the Association shall assess and collect from the Owners to pay the Operating Expenses and accumulate reserves for such expenses, as more fully described in **Article VII**.

2.15. Material Amendment. Any amendment to the Declaration, By-Laws or the Association's articles of incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, operation, repair and replacement of the Common Areas, portions of the Lots, and Dwelling Unit Exteriors, as set forth herein; responsibility for the maintenance, operation, repair and replacement of the Common Areas, portions of the Lots, and Dwelling Unit Exteriors; boundaries of any Lot; or the addition, annexation or withdrawal of real estate from the Real Estate; insurance or fidelity bonds; leasing of Dwelling Units; imposition of any restrictions on an Owner's right to sell or transfer his or her Dwelling Unit; a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder; requirements for the restoration or repair of the Real Estate; termination of the legal status of the Association or the Real Estate following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors of mortgages secured by portions of the Real Estate.

2.16. Mortgagee. The holder of a bona fide first mortgage, first trust deed or equivalent security interest in a Dwelling Unit.

2.17. Operating Expenses. The expenses of administration (including, but not limited to, management and professional services of the Association, common insurance for any Common Areas and landscaping of Common Areas and Lots, if any; to the extent set forth herein, operation,

maintenance, repair and replacement of Dwelling Unit Exteriors (as hereinafter defined); the cost and expense incurred for the maintenance, repair and replacement of personal property acquired and used by the Association in connection with its obligations relating to the Common Areas and Lots and maintenance of the Dwelling Unit Exteriors; any expenses specifically designated as Operating Expenses by this Declaration; charges, assessments or amounts that any "Owner" as that term is used and defined in the Cross Easement Agreement, is required to pay pursuant to the terms of the Cross Easement Agreement, and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

2.18. Owner. The person or persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a Lot. "Owner" shall also include any beneficiary of a trust, shareholder of a corporation, member of a limited liability company, or partner of a partnership holding legal title to a Lot.

2.19. Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real estate.

2.20. Private Garden. A portion of an Owner's Lot, which may be designated by the Board, in its sole discretion, as suitable for the personal use of the Owner of such Lot for purposes of a flower garden or other related purpose, subject to the terms and conditions of this Declaration, and all rules and regulations promulgated thereunder, and the approval of the Board.

2.21. Real Estate. The certain real estate described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

2.22. Transition Period. The period commencing with the filing of this Declaration and ending on the Turnover Date as more fully set forth herein.

2.23. Turnover Date. The date on which the rights of the Declarant to designate the members of the Board are terminated under **Section 4.04(b)**.

2.24. Voting Member. The individual who shall be entitled to vote in person or by proxy in meetings of the Owners as more fully set forth in the Bylaws.

ARTICLE III

SCOPE OF DECLARATION

3.01. Property Subject to Declaration. Declarant, as the owner of fee simple title to the Real Estate, expressly intends to and by the recording of this Declaration does hereby subject the Real Estate to the provisions of this Declaration.

3.02. Declaration to Run with Real Estate. All of the rights, benefits and privileges, and all of the restrictions, conditions, easements, reservations, covenants, liens and charges granted, created, reserved or declared by this Declaration, shall be deemed to be covenants appurtenant running with the land, and, so long as the Real Estate is subject to the provisions of this Declaration, shall remain in full force and effect, and inure to the benefit of and be binding upon the undersigned, its successors and assigns and upon any person having an interest or estate in the Real Estate or any Dwelling Unit.

3.03. Conveyance Subject to Declaration and Cross Easement Agreement. Deeds of conveyance, trust deeds and other instruments that create or memorialize an interest or estate in the Real Estate or any Dwelling Unit, including (without limitation) those that create or record mortgage or lien interests, shall, irrespective of whether such instruments make reference to this Declaration or to the Cross Easement Agreement, be subject thereto as fully and completely as would be the case were this Declaration set forth in its entirety in such instrument.

3.04. Lot Conveyance. Once a Lot has been conveyed by the Declarant to a third party grantee, any subsequent conveyance or transfer of ownership of such Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of a Lot without the prior written consent of the Board.

3.05 Common Area. The Common Area shall consist of all portions of the Real Estate described in **Section 2.06** above which are not designated as Lots. In addition, without limiting the generality of the foregoing, the Common Area shall include the roads, if any, private drives, if any, and such other facilities, amenities, features and related improvements as Declarant may cause to be constructed within the Real Estate and any property designated as "Common Area" by an amendment to this Declaration describing such added "Common Area". The Common Area is intended to be for the non-exclusive mutual use and enjoyment of all Owners and, in certain instances, such as with respect to any roads and private drives, the non-exclusive use and enjoyment of others.

3.06 Improvement of the Common Area. Declarant may cause to be constructed, installed and/or located upon the Common Area such roadways, driveways or portions thereof and private streets as shall be necessary to provide ingress and egress to and from the Lots for the use and benefit of the Owners and their guests and invitees, and such landscaping, sprinkler systems, other private streets, street lights and street lighting systems, walkways, paths, and such storm water retention or detention basins, water service lines, sanitary and storm sewers and other facilities, all as Declarant shall, from time to time, in its sole discretion, determine to be necessary, desirable or appropriate, or to be required by the governmental laws, ordinances or regulations as shall be in effect during, and applicable to, the operation of the Real Estate. In addition, Declarant shall have the right, but shall not be obligated, to cause to be constructed, installed or located upon the Common Area such spaces for the parking of motor vehicles and other improvements of facilities designed to be for the benefit of the Owners, all as Declarant shall, from time to time in its sole discretion, determine to be necessary, appropriate or desirable or required by governmental laws, ordinances or regulations as shall be in effect during, and applicable to, the operation of the Real Estate. The Association shall have the right, subject to obtaining the approval of a majority of its members, to improve further the Common Area in a manner consistent with the intent and purpose of this Declaration.

3.07 Transfer of Common Area. Declarant hereby covenants for itself, its successors and assigns that it intends to convey fee simple title to the Common Area to the Association immediately following recordation of the Declaration but in no event later than ninety (90) days after the Turnover Date; subject, however, to such rights in the Common Area as Declarant has expressly reserved in this Declaration, or shall expressly reserve in the instrument conveying the Common Area to the Association. Notwithstanding the foregoing, Declarant may, and does hereby reserve the right to, convey fee simple title to the Common Area to the Association at any time prior to the Turnover Date.

ARTICLE IV
ADMINISTRATION

4.01. Association. Declarant shall, prior to the consummation of the conveyance of the first Lot, cause to be incorporated a not-for-profit corporation under the General Not For Profit Corporation Act of the State of Illinois to be called "**Cottage Acres Homeowners Association**", which corporation (the "**Association**") shall be a governing body for all the Owners as provided herein. Every Owner shall, without exception, be a member of the Association. There will be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. Membership shall automatically terminate upon the sale, transfer or other disposition by such member of his or her Lot, at which time the new Owner shall automatically become a member therein.

The Association shall be given written notice of the change of ownership of a Lot by the then current Owner within thirty (30) days after such change.

4.02. Board of Directors. The direction and administration of the Association shall be vested in its Board of Directors (the "**Board**"). The Board shall consist of those persons who shall be designated or elected in the manner hereinafter provided. Subject to the right of the Declarant to designate Board members prior to the Turnover Date, each member of the Board shall be one of the Owners, a spouse of an Owner, or a child of an Owner who is over the age of eighteen; provided, however, that in the event an Owner is a corporation, partnership, limited liability company, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, member of a limited liability company, any partner or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board.

4.03. Voting Rights. There shall be one person (and only one person) with respect to each Lot who shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "**Voting Member**". Such Voting Member may be the Owner or one of the group comprising all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group, when acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy. Declarant shall be the Voting Member with respect to any and all Lots owned by the Declarant.

4.04. Meetings.

(a) Meetings of the Voting Members shall be held at the Real Estate or at such other place in Whiteside County, Illinois, as may be designated in any notice of a meeting. At any meeting of the Voting Members, the presence in person or by proxy of the Voting Members for at least fourteen (14) Lots shall constitute a quorum. Except as otherwise required by the terms of this Declaration, any action may be taken at any meeting of the

Voting Members at which a quorum is present upon the affirmative vote of a majority of the Voting Members present in person or by proxy.

(b) The initial meeting of the Voting Members shall be held upon not less than twenty-one (21) nor more than thirty (30) days' written notice given by the Declarant on a date not later than sixty (60) days after Declarant shall have consummated the sale of seventy-five percent (75%) of the Lots or a date three (3) years after this Declaration is recorded, whichever shall first occur, or such sooner time as may be designated by the Declarant, and thereupon, the first Board consisting of Voting Members elected by Voting Members shall be elected (the "**Turnover Date**"). Thereafter, there shall be an annual meeting of the Voting Members on the first Tuesday of November following such initial meeting, and on the first Tuesday of November of each succeeding year thereafter, at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) 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 shall be called by written notice authorized by a majority of the Board or by not less than one-fifth (1/5th) of the Voting Members and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

4.05. Notice of Meetings. Notices of meetings required to be given herein may be delivered either personally or by mail or using the technology generally available at that time to the persons entitled to vote thereat, addressed to each such person at the address given by him or her to the Board for purpose of service of such notice, or to the Lot of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

4.06. Election of Board Members.

(a) At their initial meeting, the Voting Members shall elect a full five-member Board. In all elections for members of the Board, each Voting Member shall be entitled to cast the number of votes equal to the number of Board members to be elected. Voting shall be on a cumulative basis. The five (5) candidates receiving the highest number of votes shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The three (3) persons receiving the highest number of votes at the initial annual meeting shall be elected to the Board for a term of two (2) years each and the next two (2) persons receiving the highest number of votes shall be elected to the Board for a term of one (1) year each. Upon the expiration of the terms of office of the Board members elected at the initial annual meeting, and thereafter, successors shall be elected for a term of one (1) year each. The Voting Members for at least two-thirds (2/3rds) of the number of Lots may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided such number shall not be less than three (3), and that the terms of at least one third (1/3) 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 for at least two-thirds (2/3rds) of the number of Lots. Vacancies in the Board may be filled by the remaining Directors of the Board by a two-thirds vote of the remaining Directors until the next annual meeting of the Members, or until Voting Members holding at least 20% of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. Except as otherwise provided in this Declaration, the Association shall be managed by the Board and the Board shall act by a majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt. A majority of the total number of members of the Board shall constitute a quorum.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be chief executive officer of the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account and who shall, in general, perform all the duties incident to the office of Treasurer; and such additional officers as the Board shall see fit to elect.

(c) Any Board member elected by the Voting Members may be removed from office by affirmative vote of the Voting Members of at least two-thirds (2/3rds) of the number of Lots at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent meeting called for that purpose.

4.07. General Powers of the Board. The Board shall have such power as shall be necessary and appropriate to authorize, supervise and direct the performance by or on behalf of the Association of the various duties and obligations imposed on the Association in this Declaration. Without limiting the generality of the foregoing, the Board shall be responsible for and have the power and authority to (i) purchase and pay for such materials, supplies, labor, service, and the like, as it deems necessary in order to fulfill its obligations under this Declaration, including, without limitation, the maintenance of the Common Areas and portions of the Lots, as set forth herein; (ii) pay charges, assessments or amounts that the "Owner" of the "Residential Site", as those terms are used and defined in the Cross Easement Agreement, is required to pay pursuant to the terms of the Cross Easement Agreement; and (iii) enter into agreements with governmental bodies to effectuate the provisions of any Special Service Area enacted by the City of Sterling.

4.08. Execution of Instruments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President.

4.09. Adoption of Rules and Regulations. The Board, without approval from any of the Voting Members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the repair, maintenance, conservation and beautification of the Common Areas and the Lots, and for the health, comfort, safety and general welfare of the Owners. Written notice of such rules and regulations shall be given to all Owners. If within thirty (30) days from the

date of written notice to the Owners of the adoption of any such rule or regulation, the Voting Members for at least one-fourth (1/4) of the Owners shall file with the Board a written objection thereto, then such rule or regulation shall be deemed rescinded until approved by the Voting Members for at least three-fifths (3/5) of the Owners.

4.10. Board Member and Officer Liability. Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment or any acts or omissions of any nature which such Board members or officers take or fail to take as Board members and/or officers, except with respect to acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each Board member and Association officer, along with their respective heirs, executors or administrators, against all contractual and other liability to others, arising out of contracts made by or other acts taken by them on behalf of the Owners or the Association, or arising out of their status as Board members or officers, unless in each case such contract or act shall have been entered into or taken criminally, fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, counsel fees, judgments paid and settlements paid) actually and reasonably incurred in connection with defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such Board member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such Board member or officer. It is intended that the foregoing indemnification shall be coextensive with the broadest indemnification permitted under the Illinois General Not-For-Profit Corporation Act of 1986, as from time to time amended.

Agreements made by the Association or the Declarant on behalf of the Owners may provide the officers of the Association, members of the Board, or the Declarant, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability shall be limited to such proportion of the total liability as the number of Lots owned by such Owner bears to the aggregate numbers of Lots.

4.11. Inspection and Maintenance Guidelines. The Board shall adopt inspection and maintenance guidelines for the periodic inspection and maintenance of the Common Area and the Lots, including, but not limited to, landscaping, utility equipment, water service lines, sanitary and storm sewers, Sprinkler Rooms and other areas or facilities, if any. The Board, periodically and at least once every two (2) years shall review and update the inspection and maintenance guidelines. The Board shall take all appropriate steps to implement and comply with the inspection and maintenance guidelines, and shall keep records of such implementation and compliance.

4.12. Declarant Control of Association. Notwithstanding anything contained herein to the contrary, the first and all subsequent Boards shall (until the Turnover Date) consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not be Owners. Declarant's rights under this Section to designate the members of the Board shall terminate on the Turnover Date. After the Turnover Date, the Board shall be constituted and elected as

provided in the Bylaws. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall not have any voting rights.

4.13. Declarant's Reserved Rights During Transition Period.

(a) In connection with the conveyance of the Dwelling Units to third party grantees the Declarant shall have the right and power to construct such temporary improvements as the Declarant may deem necessary or advisable, in its sole discretion, including (without limitation) the construction of a sales pavilion, model Dwelling Units or other promotional facility as determined by Declarant; provided that all such facilities and advertising and other promotional devices shall at all times be in conformity with the applicable ordinances of the City of Sterling.

(b) During the Transition Period, the Declarant, its agents and contractors shall have the right to store construction equipment and materials on the Real Estate and otherwise engage in such activities as are necessary and appropriate and that are in conformity with the applicable laws and ordinances of the City of Sterling.

(c) The Declarant shall have the right and power to execute all necessary documents and perform all acts which in the Declarant's opinion are necessary in connection with the exercise of its rights under this Declaration.

(d) All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable without notice to Owners. Any successor to or assignee of the rights of the Declarant (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of the Declarant hereunder.

(e) The Declarant shall have the right, in its sole discretion, to amend this Declaration and the By-laws during the Transition Period, subject to, and to the extent not in conflict with, the provisions of **Section 8.09** of this Declaration, and provided that in any event no such amendment shall materially or adversely affect property rights of Owner(s) without the written consent of the affected Owner(s).

ARTICLE V

MAINTENANCE, INSURANCE, DUTIES AND RESTRICTIONS

5.01. Maintenance, Repair and Replacement by the Association. The Association shall have the following rights, powers, duties and obligations, and shall furnish the following, with the cost thereof being Operating Expenses:

(a) The Association shall have the power and duty to pay any real property taxes and other charges assessed against the Common Area; grant easements where necessary for public utilities over, under and through the Common Area to serve the Common Area and Lots; grant easements to adjacent or contiguous property owners for ingress and egress; grant easements to Declarant and Declarant's agents and independent contractors for purposes of construction, maintenance, repair, replacement and operation of the Cottage Acres Community; adopt reasonable rules and regulations (including fines) controlling and

limiting the use of the Common Area and areas located within the "Nursing Home Site", as such term is defined in the Cross Easement Agreement, pursuant to the terms of the Cross Easement Agreement, and further to adopt reasonable rules and regulations (including fines) supplementing the use and other restrictions provided for herein; maintain such policy or policies of insurance at all times as the Board deems necessary or desirable in furthering the purposes of protecting the interests of the Association and its members, officers and directors; employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others, to perform and effectuate all or any part of the duties and powers of the Association, if deemed necessary by the Board; to establish such reserves as may be required hereunder or as the Board shall from time to time deem necessary to fulfill and further the purposes of the Association; to take such steps as the Association deems reasonably necessary to fulfill the maintenance and repair obligations, and to assess homeowner's the reasonable cost of such action; and to exercise any other powers given to the Association under this Declaration or under the Illinois Not-For-Profit Corporation Act. To the extent applicable, the Association shall protect and maintain, in perpetuity, stormwater management and conveyance facilities located on the Real Estate.

(b) The Association shall carry out or cause to be performed all maintenance and repair to the Dwelling Unit Exteriors listed below if such maintenance is made necessary and desirable in the sole discretion of the Association as a result of ordinary wear or deterioration:

- (i) painting, repair and maintenance of all Exterior Walls, but specifically excluding the foundation steps and footings thereof;
- (ii) repair, maintenance and replacement of roofs, gutters and downspouts;
- (iii) painting of gutters and downspouts.

(c) The Association shall provide or contract for landscape maintenance upon the Lots and the Common Area which may, among other things, consist of cutting lawns, lawn sprinkling, watering of landscaping installed by the Declarant or the Association, cultivating, trimming and feeding evergreens and shrubs, re-seeding, fertilizing, weed control programs, spraying, feeding and trimming of trees. The Association shall remove and replace any trees from the Common Area and the Lots which have died, which have fallen or which are diseased.

(d) Unless otherwise provided for in the Cross Easement Agreement, the Association shall provide or contract for snow removal services for driveway aprons, private roads and sidewalks on the Real Estate, including snow removal of driveway aprons, stoops and sidewalks, whether located upon a Dwelling Unit or otherwise.

(e) Unless otherwise provided for in the Cross Easement Agreement, the Association shall be responsible for maintenance, repair, and replacement of water service lines, sanitary and storm sewers, and electrical and other utility systems and components thereof which serve the Dwelling Units.

(f) To the extent any of the obligations which the Association is to perform are provided for in any Special Service Area enacted by the City of Sterling, the Association shall be relieved from its obligations to perform such services.

5.02 Maintenance by Owners.

(a) Except as otherwise specifically provided for in this Declaration, each Owner shall be responsible for the maintenance, repair and replacement of his or her Dwelling Unit.

(b) The Owner of a Dwelling Unit shall be responsible for the maintenance, repair and replacement of the Private Garden appurtenant to his or her Dwelling Unit, subject to **Section 5.23** of this Declaration.

(c) Maintenance, repairs and replacements of windows, window frames, window glass, doors (including garage and storm doors), garage doors, door frames, screens and screening on a Dwelling Unit (other than exterior painting), decks, deck flooring and patios, if any, the replacement of lightbulbs, the washing of exterior windows, and the replacement of broken glass, shall be the responsibility of the Owner of the Dwelling Unit; however, at the option of the Board, such work shall be furnished by the Association and the cost thereof charged to the Owner of the Dwelling Unit with respect to which the work is done based on actual cost, as determined by the Board in its reasonable judgment.

(d) If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Dwelling Unit which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Dwelling Units on the Real Estate or in compliance with rules and regulations adopted by the Board from time to time, then the Board may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner not less than twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Board, in its sole judgment, then the Board may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

(e) Repairs and replacements which are required due to occurrences which are normally covered by insurance required to be obtained by the Association shall be made as provided in **Section 5.10**.

5.03 Certain Utility Costs. Certain utility costs incurred in connection with the use, operation and maintenance of the Common Area and Dwelling Unit Exteriors may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Dwelling Units rather than being separately metered and charged to the Association, then the following shall apply:

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

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

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

5.04 Alterations, Additions or Improvements to Dwelling Units and Dwelling Unit Exteriors. No additions, alterations or improvements (including, without limitation, changes in the exterior color of a Dwelling Unit, construction of an outbuilding, deck (including a roof deck), awnings, antenna or similar improvement or changes in landscaping) shall be made to any Lot, Dwelling Unit Exterior or any part of the Dwelling Unit which is visible from outside the Dwelling Unit by an Owner without the prior written consent of the Board and compliance with applicable City codes and ordinances. No fences may be constructed, erected or maintained anywhere on the Real Estate (including without limitation, anywhere on any Lots). Construction, erection or maintenance of any physical structure other than landscaping (including, but not limited to, trellises, gazebos, and statuary), shall require Board approval and be subject to the terms and conditions set forth in this Declaration. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement to a Lot, Dwelling Unit Exterior or Dwelling Unit which requires the consent of the Board upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) if the addition, alteration or improvement is required to be maintained hereunder by the Association as part of the Operating Expenses, to pay to the Association from time to time the additional cost of maintenance as a result of the addition, alteration or improvement. If an addition, alteration or improvement which requires Board consent hereunder is made to a Lot, Dwelling Unit Exterior or Dwelling Unit by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

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

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

(c) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

5.05 Hazard Insurance. The Board shall have the authority to and shall obtain insurance for the Real Estate and all improvements thereto and thereon against loss or damage by fire and such other hazards as may be required under applicable requirements of Fannie Mae from time to time, as the Board may deem desirable, or as reasonably required by Mortgagees, for the full insurable replacement cost of the Dwelling Units; provided, that, unless specifically obtained by the Board, the insurance shall not be required to insure any “**Betterments and Improvements**” to a Dwelling Unit. For purposes hereof, Betterments and Improvements shall include all decorating within a Dwelling Unit beyond the first coat of paint, wall coverings, built-ins, cabinets, appliances, fixtures and any other real or personal property within the Dwelling Unit, regardless of whether such property was installed or placed in the Dwelling Unit by the Declarant, any prior Owner or occupant, or the current Owner or occupant. Premiums for such insurance shall be Operating Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for the Owners. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (iii) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days’ written notice to the Mortgagee of each Lot, and (iv) shall contain waivers of subrogation with respect to the Association and its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Dwelling Unit, Mortgagees, and the Declarant and shall name all such parties as additional insured parties as their interests may appear.

5.06 Insurance Trustee/Use of Proceeds. The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Operating Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Dwelling Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the Mortgagee or any Owner of any Dwelling Unit so destroyed. The rights of Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions of this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Dwelling Units. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company’s liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereto or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

5.07 Other Insurance. The Board shall also have the authority to and shall obtain the following insurance:

- (a) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Real Estate or upon, in or about the streets, private drives and

passageways and other areas adjoining the Real Estate, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

(b) Such workers compensation insurance as may be necessary to comply with applicable laws.

(c) Employer's liability insurance in such amount as the Board shall deem desirable.

(d) Fidelity bond indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling the funds of the Association, the Board or the Owners (including but not limited to any applicable property management company) in such amount as the Board shall deem desirable and as required under applicable regulations of the Federal National Mortgage Association and state law.

(e) Directors and officers liability insurance.

(f) Such other insurance in such reasonable amounts as is required under applicable regulations of the Federal National Mortgage Association or the Board shall deem desirable.

Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' prior written notice to the Association and Mortgagees who specifically request such notice. The premiums for such insurance shall be Operating Expenses.

5.08 Owner's Responsibility. Unless expressly advised or agreed to the contrary by the Board, each Owner shall obtain his own insurance on the Betterments and Improvements within the Owner's Dwelling Unit and the contents of his or her Dwelling Unit and furnishings and personal property therein, and his or her personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Operating Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, any Betterments or Improvements to his or her Dwelling Unit without prior request from the Board. Unless otherwise specifically agreed to by the Board, the Owner shall be responsible for insuring any such Betterments and Improvements to his or her Dwelling Unit and the Board shall not be responsible for obtaining insurance on such Betterments or Improvements and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such Betterments or Improvements.

5.09 Waiver of Subrogation. Each Owner hereby waives and releases any and all claims which he or she may have against any other Owner, the Association, its directors and officers, the Declarant, the manager and the managing agent if any, and their respective employees and agents, for damage to the Dwelling Unit or to any personal property located in the Dwelling Units caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty

insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

5.10 Repair and Reconstruction.

(a) In the case of damage by fire or other disaster to any Dwelling Unit (a **“Damaged Improvement”**) where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Association to repair or reconstruct the Damaged Improvement.

(b) In the case of damage by fire or other disaster to any Dwelling Unit where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present a plan for the repair or reconstruction of the Damaged Improvement and an estimate of the cost of repair or reconstruction, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed.

(5) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement under **Subsection (4)** above, then the Association shall be obligated to purchase the Lot upon which the Dwelling Unit is situated and pay the Owner of such Lot an amount equal to the **“fair market value”** of the Dwelling Unit and Lot prior to the casualty. For purposes of this Subsection **“fair market value”** shall be reasonably determined by the Association within sixty (60) days of the vote by the Association to not repair the Damaged Improvement. Upon such determination, the Association shall notify the Owner of the Damaged Improvement

of the purchase price and within thirty (30) days of such notification, the Owner of the Damaged Improvement may object to the Association's determination by written notice to the Association which objection notice shall include the Owner's determination of the fair market value of his or her Dwelling Unit and Lot (the "**Objection Notice**"). If the Owner and Association are not able to agree upon the fair market value of the Dwelling Unit and Lot within thirty (30) days of Owner's Objection Notice, each shall, at their own expense, retain a licensed and experienced MAI appraiser to provide an appraisal of fair market value of the Lot and Dwelling Unit and the Owner and Association shall provide each other with their respective appraisals within sixty (60) days of Objection Notice. In the event either fails to deliver such appraisal within such time frame, the appraisal delivered within such time period shall control and be binding on the Owner and the Association. If both appraisals are timely delivered and the higher of the two appraised values set forth in the two appraisals exceeds the lower value by ten percent or less, then fair market value shall be deemed to be the average of the two appraisals. If the higher of the two appraisals is more than ten percent greater than the lower appraised value, the two appraisers shall retain a third appraiser who shall either select one of the two appraisals as the fair market value or select a value between the two appraised values as the fair market value. Upon the payment to such Owner by the Association of the purchase price as determined above, the Owner shall convey the Lot and Dwelling Unit to the Association free and clear of all unpaid real estate taxes, liens and mortgages and execute all such documents as are reasonably required by the Association to convey the Lot to the Association, whereby the Lot shall thereupon become part of the Common Area. The Association shall pay all reasonable and customary closing costs relating to such conveyance.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Premises as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

(d) If the Damaged Improvement is not repaired or reconstructed, then the damaged portion of the building shall be razed, or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board. Any reconstruction of the building shall be subject to the provisions of **Section 5.04**.

5.11 Insurance Proceeds/Condemnation Awards. In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Common Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Common Area, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Common Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided herein.

5.12. Use Restrictions.

(a) No clothes, bedding, laundry of any kind or other articles of any type shall be hung out on any exterior portion of any Dwelling Unit Exterior. All Dwelling Unit Exteriors shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in sanitary receptacles approved by the Board, kept in the garage of the Dwelling Unit and shielded from public view and that of neighboring Owners (other than when set out for pick-up and removal at designated times), and as otherwise designated by the Board. Each Owner shall have the obligation to maintain in good condition, neat fashion and repair, his glass surfaces, windows, exterior electrical fixtures and patios and decks.

(b) Each Dwelling Unit shall be used only as a residence, and no commercial or business activities of any kind whatever shall be conducted in any home or on any Lot. The foregoing restriction shall preclude Declarant from marketing and selling the Real Estate and individual Dwelling Units retained by Declarant. However, no Owner shall be precluded, with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) No trucks, vans, buses, recreational vehicles, boats, limousines or trailers or any other types of vehicles as determined by the Board shall be parked except within the individual garage which forms a part of each Dwelling Unit. No vehicle or equipment of any kind or nature shall be kept, repaired, maintained or overhauled on any Lot or Common Area, except within an enclosed garage.

(d) Notwithstanding anything contained in this Section to the contrary, only those uses permitted by the applicable ordinances of the City of Sterling, as amended from time to time, shall be permitted on the Real Estate.

(e) Additions, changes or improvements to any building, or any part thereof (including roofs, siding, screened porches, doors, storm doors, windows or trim), the placement of any patios on any Lot by any Owner, or the planting of any trees, decorative shrubs or other permanent (as opposed to annual) landscaping or plant materials will be allowed only with the approval of Board; provided, however, that there shall be no awnings, canopies, screen windows or shutters constructed or added to any building. All improvements which require a permit from the City of Sterling will only be approved subject to the issuance of such permit.

(f) No "for sale" or "for rent" or broker's signs shall be erected, placed or permitted in the yard of any Lot, in any window or on any Dwelling Unit (except for such signs which may be utilized by Declarant). No sign of any kind or objects of unsightly appearance or nuisance shall be erected, placed or permitted to remain on any portion of the Common Area or any Lot or Dwelling Unit. No Lot shall be used in any way for any purpose which may endanger the health or unreasonably disturb the other Owners. There shall be no fences (except invisible electric dog fences), clotheslines, service sheds, storage sheds, doghouses or dog runs constructed, erected, placed or maintained on any Lot or the

Common Area. No window air conditioners or window fans shall be placed in any Dwelling Unit.

(g) No animals, livestock or poultry of any kind shall be raised, bred or maintained on any Lot, or in any Dwelling Unit, except for dogs and cats, and other domesticated, ordinary household pets (except not for commercial purposes) as approved by the Board, subject to the rules and regulations adopted by the Association. Any such authorized household pet causing or creating a nuisance, dangerous or unreasonable disturbance shall be permanently removed upon three (3) days written notice from the Association.

(h) Subject to applicable law, no above-ground utilities, communication dishes or antennas, or communication transmitters or receivers, shall be permitted on the roof, chimney or Exterior Walls of any Dwelling Unit without the written approval of the Board. No communication dish or antenna shall be installed or maintained without an applicable permit from the City of Sterling, if any. Notwithstanding anything contained herein to the contrary, an Owner may attach a satellite communication dish of up to eighteen (18) inches in diameter to the elevation of the Dwelling Unit Exterior which is opposite of the public street, provided that this size restriction shall remain in full force and effect to the extent permitted by law.

(i) No derrick or other structure designed for use in boring, mining, or quarrying for oil, natural gas or precious minerals, shall be erected, maintained or permitted upon any Lot or Common Area.

(j) No Owner shall permit anything to be done or kept in any Dwelling Unit, or on a Lot or the Common Area, which will result in injury or damage to the trees, bushes, or other planted materials on the Real Estate, or which will result in an increase in the rate charged or in the cancellation of any insurance carried by the Association, or which would be in violation of any law.

(k) No personal property, including, but not limited to, swings, sandboxes, chairs, benches, bicycles or toys are permitted to be kept on any part of the Common Area without the prior written consent of the Association. No basketball backboards, standards or nets, or any playground equipment, shall be installed on any Lot or the Common Area. All garage doors shall be kept closed except for reasonable ingress and egress of vehicles and people.

(l) All window treatments shall be neutral in color and shall be subject to the approval of the Board.

(m) No activity shall be maintained which in the view of the Board may be or become an annoyance or nuisance to other Owners (the Cottage Acres Community of the Real Estate is hereby deemed to be not a nuisance or annoyance).

(n) No Hazardous Materials or explosives shall be kept upon any Lot. The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local government authority, the State of Illinois, or the United States Government.

5.13 Exterior Exposure of Dwelling Unit. All Dwelling Unit Exteriors shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in receptacles. Each Owner shall have the obligation to maintain in good condition, neat fashion and repair his glass surfaces, windows, exterior electrical fixtures and patios and decks.

5.14. Structural Impairment. Nothing shall be done in, on or to any part of any Dwelling Unit or Dwelling Unit Exterior that would impair its structural integrity.

5.15. Proscribed Activities. No noxious, illegal or offensive activity shall be carried on in the Cottage Acres Community nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the residents.

5.16. Access and Use Rights. During the Transition Period, the Declarant and its respective contractors, subcontractors, brokers, licensees, invitee, agents and employees reserve the right and shall be entitled at all times (i) to access, ingress and egress to and from the Real Estate as may be required or desirable in connection with the marketing (including sales and leasing) of Lots or performance of work, (ii) to erect and maintain on the Real Estate any advertising, signs, banners, lighting, and other sales or rental devices for the purpose of aiding the sale or leasing of Lots, (iii) to complete or correct construction of, or make alterations of and additions and improvements to, the Lots in connection with any of the Declarants' activities in connection with the construction, promotion, marketing, sales or leasing of the Lots or performing work in or about the Real Estate, and (iv) to store construction materials on the Real Estate when and where they deem necessary in connection with the construction or rehabilitation of the Dwelling Units. In addition thereto, Declarant reserves the right to and may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarant, one or more Lots for management, business or promotional purposes, including clerical activities, sales offices, leasing offices, construction offices, model units for display and the like in connection with the sale or leasing of Lots. The foregoing provisions shall not be amended or modified in any manner without the express consent of the Declarant or its successors or assigns.

5.17. Occupants. The terms, conditions and provisions of this Declaration, and the rules and regulations promulgated pursuant hereto, shall be binding upon any occupant, and such terms, conditions, provisions, rules and regulations shall be deemed incorporated in any agreement granting such occupant the right of possession of any Lot or Dwelling Unit or portion thereof.

5.18. Lease of Lot. Any Owner shall have the right to lease all (and not less than all) of his Lot subject to the provisions of **Subsections (a), (b) and (c)** below:

(a) no Lot shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less one (1) year;

(b) the Owner shall submit to the Board (i) a written application completed by the proposed lessee, setting forth the name, current address and financial and character references of the proposed lessee, (ii) a description of the basic terms of the proposed lease, including the length of the term and rental amount, and (iii) any other information reasonably required by the Board; and

(c) The Owner and proposed tenant shall satisfy and comply with **Section 5.25** herein.

Within fifteen (15) days after receipt of the aforementioned information, the Board shall hold a meeting to vote upon the question of approving the proposed lease. The lease shall be approved unless at least three-fifths (3/5ths) of the Board members then serving shall vote against such approval. The decision of the Board shall be final and binding. In the event the Board fails to hold a meeting within said fifteen (15) day period or fails to vote on the proposed lease, the Board shall be deemed to have consented to the terms of the proposed lease.

Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. A lessee shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

5.19. Association's Access. The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder.

5.20. Violation of Municipal Ordinances. When notified by the City of Sterling of a violation of any municipal ordinances, codes or covenants, the Association shall assist the City in obtaining appropriate compliance.

5.21. Party Wall Rights and Obligations.

(a) Every wall, including the foundations therefor, built as a part of the original construction of a building and resting on the boundary line between separate Dwelling Units shall be deemed a "Party Wall" and the Owner of each Dwelling Unit which utilizes a Party Wall shall have the obligations, rights and privileges set forth in this Section, as well as those not inconsistent herewith embraced within the general rules of law regarding party walls.

(b) Without limiting the generality of paragraph (a) of this Section, each Owner of a Dwelling Unit that utilizes a Party Wall shall have the right to use such Party Wall for support of such Owner's Dwelling Unit including any replacement thereof, plus the right and obligation to maintain and repair, and in the event of its destruction to rebuild such Party Wall, including in each case all pipes, conduit, ducts and other equipment located therein.

(c) The Owner of a Dwelling Unit which utilizes a Party Wall shall refrain from using such Party Wall in any manner which interferes with the equal use thereof by the Owner of the other utilizing Dwelling Unit. Nor, in connection with the reconstruction, repair or maintenance of a Dwelling Unit, shall the Owner thereof permit any joists, crossbeams, studs or other structural members used to encroach upon the Dwelling Unit of the other Owner whose Dwelling Unit utilizes such Party Wall. No openings shall be made through a Party Wall other than customary holes for nails, screws, anchors or other devices for hanging pictures or other accessories and that do not diminish the structural integrity of such Party Wall, its fire resistance, or its sound-deadening quality.

(d) If any Party Wall is damaged or destroyed due to the act or omission of the

Owner of a Dwelling Unit that utilizes such Party Wall, or the guest or other occupant or invitee of such Owner, such Owner shall, subject to the other terms and conditions of this Declaration, forthwith promptly proceed to rebuild or repair the same to a condition at least as good as that which obtained prior to such damage or destruction, without cost to the Owner of the adjoining Dwelling Unit which also utilizes such Party Wall.

(e) Any Party Wall damaged or destroyed by some event other than one resulting from an act or omission of the Owner of a Dwelling Unit that utilizes such Party Wall, or the guest or other occupant or invitee of such Owner, shall, subject to the other terms and conditions of this Declaration, be promptly rebuilt or repaired by the Owners of the two adjacent Dwelling Units which utilize such Party Wall to a condition at least as good as that which obtained prior to such damage or destruction, at the joint expense of such Owners and as promptly as is reasonably possible; provided that the cost of repairing or rebuilding any portion thereof which is part of a Dwelling Unit Exterior shall be paid by the Association as a Operating Expense to the extent not covered by insurance and to the extent the damage is due to ordinary wear and deterioration.

(f) In the event of disagreement between the Owners of adjoining Dwelling Units as regards their respective Party Wall rights or obligations, upon the written request of either of said Owners to the other, with a copy to the Board, the matter shall be adjudicated by the Board, whose decision with respect thereto shall be final and binding.

5.22. Board Member Insurance. The Board may, in its discretion, obtain any insurance which it deems desirable including, without limitation, insurance covering the Board members and officers from liability for good faith actions beyond the scope of their respective authorities covering the indemnity set forth in the Bylaws. Such insurance coverage shall include cross liability claims of one or more insured parties. Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or any other person handling funds of the Association shall be obtained by the Association in such amounts as the Board shall deem desirable.

5.23. Private Garden. All plans for any improvements, whether temporary or permanent, including without limitation, construction, erection, placement or maintenance of any physical structure other than landscaping (including, but not limited to, trellises, gazebos, and statuary) on, in, at or to any Private Gardens must be approved in advance by the Board pursuant to the terms of this Declaration.

5.24. Real Estate Taxes. Real estate taxes and/or any special tax levied as a result of any designation or imposition of a special service area shall be separately taxed to each Owner for his Dwelling Unit as soon as feasible after the first sale of such Dwelling Unit by Declarant and shall be paid directly to the taxing authority by such Owner as and when so separately taxed. In the event that such taxes for any year with respect to any Dwelling Unit are not separately taxed to the Owner thereof, but rather are taxed on any part or parts of the Real Estate being more than one (1) Lot and containing the Dwelling Unit of such Owner (the "Undivided Tax Bill Property") then such Owner shall pay a portion of real estate taxes with respect to each Lot owned by him which shall consist of a portion of the tax bill or bills on the Undivided Tax Bill Property applicable to improvements and covering such Lot as the number one (1) bears to the number of all Lots covered by such tax bill. Each Owner shall pay such amount to the Association (or to Declarant prior to turnover of the

Association) promptly within ten (10) days of demand therefor and such payee shall pay such taxes to the appropriate collecting authority. The Association (or the Declarant prior to the turnover of the Association) shall have authority to advance funds in payment of all or a portion of such taxes pending receipt from the respective Owners of his proportionate share thereof. Such expense shall be deemed to be a special assessment pursuant to **Section 7.06** herein. All Owners shall reasonably cooperate in executing such forms as are required to cause their Lot to be separately taxed.

5.25 Age Restrictions.

(a) It is intended that the Cottage Acres Community shall at all times qualify for the "Housing for Older Persons" Exemption under the Fair Housing Amendments Act of 1988, as amended from time to time ("FHAA") and this provision shall be deemed not to be in violation of Article 3 of the Illinois Human Rights Act. Accordingly, unless expressly approved, in writing by the Board, each Dwelling Unit shall at all times be occupied by at least one resident who is fifty-five years of age or older ("**Age Qualified Occupant**").

(b) If an Age-Qualified Occupant's occupancy is terminated, then other occupants of the Dwelling Unit may continue to occupy that Dwelling Unit provided that the Cottage Acres Community meets the requirements of the FHAA.

(c) The Board shall adopt, implement and enforce rules, regulations and procedures to ensure that at all times the development shall qualify for the "Housing for Older Persons" exemption under FHAA, including, without limitation rules, regulations and procedures to verify such compliance. The Association shall maintain appropriate records evidencing such compliance for a period of ten (10) years.

ARTICLE VI

EASEMENTS

6.01. Easements for Utilities. Declarant hereby declares and reserves for itself and the Association the right to create, declare and grant over, above, under and across the Real Estate, non-exclusive perpetual utility easements for the installation, construction, improvement, removal, reconstruction, replacement, substitution, and maintenance of storm and sanitary sewer, water, gas, electricity, cable television, telephone and any other easements as may be necessary in the Declarant's sole judgment to serve the Dwelling Units and to develop, service and maintain the Real Estate, and any improvements thereon, including but not limited to easements for purposes relating to construction, and to access to any emergency roads which may be located upon the Real Estate. The aforesaid easement shall include reasonable rights of ingress and egress. Furthermore, Declarant hereby declares and reserves for the benefit of all Owners, the Association, and the various public utility companies a non-exclusive public utility easement under the Common Area and under the portions of the Lots upon which no Dwelling Unit is constructed, for the installation, construction, improvement, removal, reconstruction, replacement and substitution of underground service lines, wires, cables, conduits, terminals, manholes and other fixtures as the beneficiaries of the easement may from time to time require for any storm and sanitary sewer, water, gas, electricity, cable television, telephone, internet and other utilities which may serve the Dwelling Units constructed on the Real Estate, the Residential Site, as defined in the Cross Easement Agreement, or other adjacent properties. It shall be the obligation of any party exercising the easement to restore

any areas disturbed by the exercise of the easement to the original condition prior to the exercise of the easement. The Declarant shall initially own all storm sewers, sanitary sewers and water lines on, in, under or over the Real Estate, and shall have the right, but not the obligation of maintenance, replacement, repair or removal thereof and reasonable access thereto. Declarant may transfer title (i) to said storm sewers to any assignee deemed beneficial or appropriate by Declarant, and (ii) to said sanitary sewers and water lines to the City of Sterling or the Association, which assignments shall be effected by a bill of sale or other appropriate writing. In the absence of a prior transfer to a third party, the transfer shall be deemed to have been made to the Association upon the closing of the sale of the last Lot to an Owner without further action or documentation. Certain Easements for serving the Real Estate and other properties with public utilities and municipal services are granted on the Plat of Subdivision, recorded in the Whiteside County Recorder of Deeds office on October 9, 2018 as Document No. 2018-05590, attached hereto as Exhibit "C" (the "**Plat of Subdivision**").

6.02 Driveway Easements and Access Easements. Non-exclusive easements are hereby declared and granted to Declarant, and the Association over those portions of the Lots and Common Area which are paved driveways and sidewalks for the purpose of snow removal. Non-exclusive easements for ingress and egress are hereby declared and granted to Declarant, the Association and Owners, and Owners' agents, contractors, invitees and guests, for vehicular and pedestrian access to and from any publicly dedicated thoroughfares abutting the Real Estate, over, upon and through those portions of the Common Area which are or may be or become private streets or drives as depicted on the Plat of Subdivision. The Association may grant easements to adjacent or contiguous property owners, their invitees and guests, for ingress and egress over, upon and through portions of the Common Area. The Association shall grant easements to Declarant and Declarant's agents and independent contractors for purposes of construction, maintenance, repair, replacement and operation of the Cottage Acres Community.

6.03 Association Easement. A non-exclusive easement is hereby granted to the Association to fulfill any of the obligations of the Association set forth herein as in the Cross Easement Agreement. Such obligations include, but are not limited to, snow removal, repairs upon Common Areas, street maintenance, if any, watering, maintenance and landscaping.

6.04. Easements - Municipal Authorities. Police, fire, water, sewer, health, engineering, building inspection, development and other authorized officials, employees and vehicles of the City of Sterling or of other governmental bodies shall have the right of and are hereby granted ingress and egress to the Real Estate and any part thereof, for performance of official duties and for the purpose of enforcing all city, county and state ordinances and statutes of the State of Illinois. In addition, duly designated officials and employees of the City of Sterling and of other governmental bodies having jurisdiction over the Real Estate shall have and are hereby granted an easement to enter upon, on and over the Real Estate for the purposes of inspecting, maintaining, repairing or replacing the sanitary sewers, water lines, storm water detention areas, drainage systems, and enforcing the applicable ordinances, rules and regulations of the said City and governmental bodies, and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by the Declarant or its successors and assigns, an Owner or the Association.

6.05. Easements to Run with the Land. All easements and rights on or with respect to the Real Estate are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant and its successors and assigns, every Owner and his or her heirs, grantees, successors and assigns, the Association and

the City of Sterling.

6.06. Creation of Easements. Reference to the easements and rights described in any part of this Declaration shall be sufficient to create such easements and rights and any subsequent conveyance of any Lot shall be deemed to include such easements and rights as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such conveyance.

6.07. Non-Interference with Easements. The Association shall not interfere with or allow the interference with any easement as hereinabove set forth in this Article. Obstructions shall not be placed over any of said easements. The grade of the property over said easements shall not be altered in any manner so as to interfere with the proper operation and maintenance of the easement, but to the extent permitted hereunder, the same may be used for gardens, shrubs, landscaping and such other purposes that then and later do not unreasonably interfere with the use and right herein granted.

6.08. Easement Rights. The Declarant and the Association, and their successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted, including the right to clear said easement area of trees, shrubs, or any building, structure or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

6.09 Easements over Lots. An easement is hereby granted to Declarant and the Association and their respective agents, employees and contractors, by the Owners to enter upon, over, through and across any Lot to the extent necessary for the purpose of performing any of their respective obligations herein provided including but not limited to repairs, replacement, and maintenance of Common Areas, Dwelling Unit Exteriors, utilities or landscaping as provided for in this Declaration, or for provision of emergency police, firefighting or rescue services. Such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing use and operation.

6.10. Additional Easements - Association Authority. The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with respect to any portions or all of the Real Estate for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities and similar and related purposes, but only upon written approval of the City of Sterling. Any and all proceeds from leases, easements, licenses or concessions with respect to the Real Estate shall be used to pay the Operating Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads or utilities to the City, but only subsequent to the approval of such a dedication by the City of Sterling by written resolution duly adopted. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Lot, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested by the Secretary of the Association and duly recorded.

6.11. Easement for Encroachment. In the event that by reason of the construction, repair,

reconstruction, settlement or shifting of a Dwelling Unit, any portion of such Dwelling Unit shall encroach upon any other Dwelling Unit, then in any such case there should be deemed to be an easement in favor of and appurtenant to such encroaching improvement for the continuance, maintenance, repair and replacement thereof, provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or such Owner's agent.

ARTICLE VII

ASSESSMENTS, RESERVE FUND, REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

7.01. Purpose of Assessments. The Maintenance Assessment shall be used for the purpose of promoting the health, safety and welfare of the Real Estate or any portion thereof and in particular for the improvement, operation, repair and maintenance of the Common Area, Lots, and Dwelling Unit Exteriors. The assessments levied shall be exclusively for the purpose of defraying Operating Expenses and accumulating reserves to defray any extraordinary Operating Expenses.

7.02. Maintenance Assessment. Each year on or before November 1st, the Board shall cause to be prepared and furnish each Owner with a proposed budget for the ensuing calendar year and notice of the Board meeting concerning the adoption of the proposed budget. Such budget shall show the following with reasonable explanations and itemizations:

- (a) The estimated Operating Expenses;
- (b) The estimated amount, if any, required to maintain adequate reserves for extraordinary Operating Expenses, including without limitation amounts required to maintain the Capital Reserve;
- (c) The estimated net excess funds, if any, from the current year's assessments;
- (d) The amount of the Maintenance Assessment payable with respect to the ensuing year by the Owners, which amount is defined as the amount determined in (a) above plus the amount determined in (b) above minus the amount determined in (c) above;
- (e) That portion of the Maintenance Assessment which shall be payable each month by the Owner of each Lot which is subject to assessment hereunder, which shall be equal to one-twelfth (1/12) of the Maintenance Assessment divided by the number of Dwelling Units on the Real Estate, the intent being that each Owner shall pay an equal Maintenance Assessment.

Anything in this Section to the contrary notwithstanding, during the Transition Period the assessment procedure set forth in **Section 7.09** shall apply and the budget provided for in this Section need not disclose the information called for in **Subsection (e)** above. The budget shall, however, indicate the portion of each Owner's share of the Maintenance Assessment which is intended to be added to the Capital Reserve.

7.03. Payment of Maintenance Assessment. On or before the first day of each month of the calendar year in which an Owner closes on the purchase of a Lot, and on or before the first day of

each and every month until the effective date of the next annual or revised Maintenance Assessment, and then monthly thereafter, each Owner of a Lot shall pay to the Association, or as the Board may direct, that portion of the Maintenance Assessment which is payable by an Owner of a Lot under **Section 7.02(e)**.

7.04. Report of Expenditures. On or before April first of each calendar year the Board shall supply to all Owners an itemized accounting of the Operating Expenses actually incurred and paid with respect to the preceding calendar year together with a tabulation of the amounts collected by way of Maintenance Assessments. Such accounting shall set forth overages or shortages as well as the amount of any reserves. The status of the Capital Reserve (with an itemization and explanation of all receipts and disbursements) shall be simultaneously reported to the Owners.

7.05. Revised Assessment. If the Maintenance Assessment proves inadequate for any reason (including the non-payment of any Owner's assessment) or proves to exceed funds reasonably needed, the Board may increase or decrease the assessment payable under **Section 7.02(e)** by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

7.06. Special Assessment. The Board may levy a special assessment as hereinafter provided (i) to pay (or build up reserves to pay) expenses other than Operating Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, the landscaping of the Common Area or the Lots, to make alterations, additions or improvements to the Dwelling Unit Exteriors; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Owners, share and share alike. No special assessment shall be adopted without the affirmative vote of at least a majority of the Voting Members who cast their votes on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

7.07. Capital Reserve. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures (the "**Capital Reserve**"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area, and the portions of the Lots for which the Association is responsible for maintaining, and periodic projections of the cost of anticipated major repairs or replacements. Each budget shall disclose the portion of the Maintenance Assessment which is to be added to the Capital Reserve.

7.08. Initial Capital Contribution. Upon the closing of the first sale of a Lot by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to two (2) months' Maintenance Assessment at the rate in effect with respect to the Lot as of the closing. Said amount shall be held and used by the Association for its working capital needs.

7.09. Assessments During Transition Period.

(a) Application of Assessments. Each month each Owner (other than the Declarant) shall pay as his monthly Maintenance Assessment. The Association shall specify the portion, if any, of each such payment that is to be earmarked as a capital contribution under **Section 7.02** to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Operating Expenses.

(b) Declarant's Obligation. With regard to any Lot for which title has not been conveyed by Declarant the assessment respecting any such Lot shall be limited to the aggregate amount of actual operating expense from time to time required to be paid with respect to such Lot; provided, however, that in the event Declarant enters into a lease or installment contract for any Dwelling Unit, then Declarant shall be responsible for the payment of assessments on those Lots on the same basis as any other Owner. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Dwelling Unit and shall not include capital expenditures, amounts set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent attributable to subsequent periods. Subject to the above, the Declarant hereby agrees to satisfy any deficit or shortage in the Association's operating budget for any period in which the Declarant has paid reduced assessments pursuant to this **Section 7.09**, provided, however, that the Declarant's liability hereunder shall not exceed the amount by which the Declarant's assessments have been reduced below the assessments of each other Owner by reason of this **Section 7.09**. Until such time as the Turnover Date has occurred, the assessments covering the Lots which have not been sold or conveyed by the Declarant may be paid on a monthly basis or, at its option, paid to the Association at the close of each calendar year without interest. Notwithstanding the above, Declarant shall receive a credit against any amounts due under this Declaration in an amount equal to the amount paid by Declarant to the Association upon the closing of the transfer of 68 Dwelling Units to third party Owners pursuant to those separate Release of Claims Agreements dated on or about the date hereof by and between Declarant and each Owner (the "**Settlement Agreement**"). Notwithstanding any provision to the contrary herein contained, each and all of the representations, covenants, undertakings and agreements herein made on the part of the Declarant, while in form purporting to be representations covenants, undertakings and agreements of the Declarant, are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, and agreements by the Declarant or for the purpose or with the intention of binding the Declarant personally, but are made and intended for the purpose of binding only Declarant's interest in the Real Estate, and in the event of a default by Declarant hereunder, Owners shall look solely to the interest of Declarant in the Real Estate.

7.10. Payment of Assessments. Assessments levied by the Association shall be collected from each Owner by the Association, or as the Board may direct, and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in **Sections 7.12, 7.13 and 7.14**.

7.11. Maintenance of Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenses for which it is responsible, specifying and itemizing the maintenance and repair expenses as well as any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Owner or any

representative of an Owner duly authorized in writing, at such reasonable time or times, during normal business hours, as may be requested by the Owner. The Board will cause each Owner to be notified of any expenditures of the Association with respect to which such Owner shall be entitled to take a deduction for income tax purposes and the amount of the deduction to which such owner is entitled. The Board shall also advise each Owner of the amount of any Capital Expenditures which affect the Owner's tax basis. Upon ten (10) days' notice to the Board and payment of a reasonable fee any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.12. Creation of Lien and Personal Obligation. The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner on the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the Charge becomes due. Declarant hereby agrees that during the Transition Period, any amounts which become payable from the Declarant to the Association under **Section 7.09** shall be a continuing lien against the Lots owned by Declarant at the time that the payment becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.13. Collection of Charges. The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.14. Non-Payment of Charges. Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the maximum legal general interest rate permitted by Illinois law from the due date to the date when paid; provided, however, the minimum penalty for any Charge which is delinquent for thirty (30) days or more shall not be less than \$25.00. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action) and/or (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise avoid personal liability for the Charges hereunder by nonuse of the Common Area or by abandonment or transfer of his Lot.

7.15. Lien for Charges Subordinated to Mortgages. The lien for Charges, provided for in **Section 7.12**, shall be subordinate to the Mortgagee's mortgage on the Lot if such mortgage was recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in **Section 7.12**, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Maintenance Assessment or special assessment and non-payment thereof shall result in a lien against

the transferee's Lot, as provided in this Article.

7.16. Self-Help by Board. In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the Bylaws, or rules or regulations of the Board, whenever such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Real Estate with respect to which the violation or breach exists to remove or rectify the violation or breach.

7.17. Other Remedies of the Board. In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules or regulations adopted hereunder may be by proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any such provision either to restrain such violation, require performance, recover sums due or payable, or recover damages, and/or against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.18. Costs and Expenses. All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorney fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal general rate permitted by Illinois law until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for the same upon his or her Lot as provided in **Section 7.12.**

7.19. Enforcement by Owners. Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

7.20. Mechanic's Liens. The Board may cause to be discharged any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Dwelling Unit(s). Where less than all of the Owners are responsible for the existence of said lien, such Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses including attorneys' fees and court costs incurred by reason of the lien.

ARTICLE VIII

GENERAL PROVISIONS

8.01. Declarant Responsibility Prior to Association. Until such time as the Association is formed, the Declarant may exercise any of the powers, rights, duties and functions of the Association and shall be responsible for all obligations and responsibilities of the Board hereunder.

8.02. Mortgagee Entitlement to Notices. Upon written request to the Board, any Mortgagee shall be entitled to be given a copy of any and all notices permitted or required by this

Declaration to be given to the Owner whose Lot is subject to such mortgage or trust deed.

8.03. References to Declaration in Conveyances. Each Owner of a Lot, by acceptance of a deed therefor or conveyance thereof, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all of the terms, conditions and obligations contained herein, including but not limited to the imposition and foreclosure of liens.

8.04. Indemnification of the Declarant and the City. The Association and Owners, as the case may be, and their respective assigns, successors and representatives shall defend, indemnify and hold harmless the Declarant and the City of Sterling, their respective partners and its partners' shareholders, officers and directors and their respective attorneys, employees and agents from any injury, claim, demand, suit, judgment, execution, liability, debt, damages or penalty (hereinafter collectively referred to as "**claims**") arising out of or resulting from any acts or omissions of the Association or Owners, their respective assigns, successors or representatives. The Association or Owners, as the case may be, shall pay all expenses incurred by the Declarant or the City of Sterling in defending itself with regard to any claim, including out-of-pocket expenses such as attorneys and expert fees and the reasonable value of any services rendered by any employee of the Declarant or the City of Sterling. Nothing in this Section shall be deemed to indemnify the Declarant or the City of Sterling against any claims arising out of or from the negligent act or omission of the Declarant or the City of Sterling, respectively.

8.05. Notice Requirements. Notices provided for in this Declaration shall be in writing, and shall be addressed to the Board in care of the President of the Association, or to any Owner, as the case may be, at such person's last known address as it then appears on the records of the Association or to the City of Sterling, to the City Administrator of Sterling, Illinois. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. The City of Sterling may designate a different address for notices by giving written notice of such change to the Association. Any Owner may also designate a different address for notice to him by giving written notice of his change of address to the Board. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof, or, if addressed to an Owner, when deposited in his mailbox or at the door of his or her Dwelling Unit or notices may be accomplished using the technology generally available to the Members at the time such notice is given.

8.06. Delivery of Notices. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail (or by using such technology generally available to the Members at the time of such notice) to such party at his or its address appearing in the records of the courts wherein the estate of such deceased Owner is being administered.

8.07. Appurtenancy of Covenants. All restrictions, conditions, covenants, easements, reservations, liens and Charges, as well as the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby created, reserved or declared, and all impositions and obligations hereby imposed, shall be deemed and taken to be covenants appurtenant, running with the land, and shall at all times be binding on and inure to the benefit of any person having at any time an interest or estate in the Real Estate or any Lot. The foregoing shall obtain whether or not the deed of conveyance or other instrument (such as, by way of

example, Articles of Agreement for Deed) through which such person claims an interest or estate, makes reference to this Declaration, in like manner as though the provisions of the Declaration were recited and stipulated in full on each such deed of conveyance or other instrument.

8.08. Non-Enforcement of Covenants not a Waiver. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

8.09. Modification of Declaration. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period after the date of recording or within any successive ten (10) year period by an instrument signed by those Owners entitled to cast seventy-five percent (75%) of the total votes, provided, however, that no Material Amendment to this Declaration, the By-Laws or the Association's articles of incorporation shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the Lots that are subject to mortgages held by Eligible Mortgage Holders. This Declaration may also be canceled or amended by an instrument signed by seventy-five percent (75%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question, provided, however, that no termination or alteration of the legal status of the Association or the Real Estate for reasons other than substantial destruction or condemnation of the property shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least sixty-seven percent (67%) of the Lots that are subject to mortgages held by Eligible Mortgage Holders, and the City of Sterling by resolution duly adopted.

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, (i) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee mortgages covering Lots or (ii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. 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 of obligation, or other instrument affecting a Dwelling Unit, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of 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 8.09** shall terminate at such time as the Declarant no longer holds or controls title to any Lots.

Notwithstanding anything contained herein to the contrary, no amendment, change, modification or rescission of any provision of this Declaration shall be effective which results in the Declaration being in violation of the then-current zoning code of the City of Sterling.

8.10. Invalidity of Covenant. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or of any part of the same, shall not impair or affect in any manner the validity or enforceability of the rest of this Declaration.

8.11. Unlawful Covenants. If any of the options, privileges or covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Illinois, and the incumbent President of the United States.

8.12. Mortgagees. The following provisions are intended for the benefit of each Mortgagee and to the extent if at all, that any other provisions of this Declaration conflict with the following provisions, the provisions of this **Section 8.12** shall control:

(a) Upon request in writing to the Association identifying the name and address of the Mortgagee or the insurer or guarantor of a recorded mortgage or trust deed on a Lot ("**Insurer or Guarantor**") and the unit number, the Association shall furnish each Mortgagee, Insurer or Guarantor a written notice of the default of any Owner's obligations under this Declaration which is not cured within thirty (30) days. Any Mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Lot which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Lot, whichever occurs first (except for any sums which are reallocated among the Owners pursuant to the last sentence of **Section 7.15** hereof).

(b) Upon request in writing, each Mortgagee, Insurer or Guarantor shall have the right:

(i) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books and records of the Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, an audited financial statement prepared by the Association at the end of each of its respective fiscal years;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Association or Owners to make a Material Amendment to the Declaration, By-Laws or the articles of incorporation of the Association;

(v) to receive written notice of any lapse, cancellation or material

modification of any insurance policy or fidelity bond maintained by the Association;

(vi) to receive written notice of any proposed action which would require the consent of a specified percentage of Mortgagees; and

(vii) to receive written notice of any condemnation or casualty loss that affects either a material portion of the Real Estate or the Lot on which it holds, insurers or guarantees the mortgage.

(c) No provision of this Declaration, the By-Laws or the articles of incorporation of the Association or any similar instrument pertaining to the Real Estate or the Dwelling Units therein shall be deemed to give an Owner or any other party priority over the rights of the Mortgagees pursuant to their mortgages in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, and/or the Common Area, or any portion thereof or interest therein. In such event, the Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) Upon specific written request to the Association, each Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the association of any damage to or destruction or taking of the Common Area if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00), or if damages shall occur to a Lot in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.

(e) If any Dwelling Unit or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

8.13. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating an appropriate plan for the ownership, operation and maintenance of the Real Estate, on the terms and conditions set forth herein.

8.14. Responsibility of Trust Beneficiaries. In the event title to any Lot is conveyed to a land 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 Lot under such trust and 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 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 and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Lot. Notwithstanding the above, it is expressly understood and agreed, anything herein to the contrary notwithstanding, that any liability on the part of Declarant under this Declaration is enforceable solely against the interest of the Declarant or Trustee or the Property and not any other assets of Declarant. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant (or

any officers, directors, partners, agents, or employees of Declarant) on account of this Declaration, or any act pursuant hereto or on account of any representation, covenant, undertaking or agreement of Declarant in this Declaration, contained either express or implied, all such personal liability, if any, being expressly waived and released.

8.15. Interpretation of Declaration. In the event of any dispute or disagreements between any Owners relating to Dwelling Unit Exteriors or any question of interpretation or application of the provisions of this Declaration, the determination thereof by the Board shall be binding and final as to each of said Owners.

8.16. Compliance with Ordinances. The Declarant and each Owner shall be deemed to covenant and agree to abide by all applicable codes, regulations and ordinances of the City of Sterling.

8.17. Enforcement of Declaration. This Declaration and the various covenants and restrictions therein contained may be enforced by the Declarant, the Association, by any Owner, and by any other person specifically authorized herein to enforce them or for whose benefit they are created. Enforcement of this Declaration and the various covenants and restrictions therein contained may be sought 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, to compel affirmative action or to recover damages, and against the land to enforce any lien created by this Declaration. All expenses incurred by any party so enforcing this Declaration, including court costs and attorney fees, shall be borne by the party against whom the enforcement proceedings are maintained.

Notwithstanding anything herein to the contrary, the Board shall not institute any significant legal proceeding, including any arbitration or judicial reference proceeding, against any person without providing the Owners with at least thirty (30) days' prior written notice of the Association's intention to institute legal proceedings. The notice shall describe the purpose of the proceeding, the parties to the proceeding, the anticipated cost to the Association (including attorneys' fees) in processing the proceeding, the source of funds to process the proceeding (reserves or special or regular assessments), and suggested information that should be disclosed to third parties, such as prospective purchasers and lenders, while the proceeding is being prosecuted. For purposes herein, "significant legal proceeding" shall mean any legal proceeding in which it reasonably could be anticipated that any of the following events could occur:

- (a) The levy of a special assessment to fund all or any portion of the costs of the proceeding;
- (b) The expenditure of funds from the Association's reserves in connection with the proceeding in an amount in excess of five percent (5%) of the then current reserves;
- (c) The amount of the claim is in excess of Twenty-Five Thousand and No/100 Dollars (\$25,000.00); or
- (d) The action could have a material adverse effect on the ability to sell and/or refinance the Lot during the period the proceeding is being prosecuted.

Notwithstanding the foregoing, the notice shall not be required to commence and pursue any action to collect delinquent assessments. Furthermore, if the Board in good faith determines that there is insufficient time to provide prior notice to the Owners as required herein prior to the expiration of any applicable statute of limitations or prior to the loss of any other significant right of the Association, the Board may take the necessary steps to commence the proceeding to preserve the rights of the Association, provided that as soon as is reasonably practical thereafter, and not later than thirty (30) days following the commencement of the proceeding, the Board shall provide the Owners with notice as required herein.

8.18. Recordation of Declaration. This Declaration shall be recorded with the Recorder of Deeds of Whiteside County, Illinois, and all contracts and deeds of conveyance relating to the Real Estate or any part thereof shall be subject to the provisions of this Declaration.

8.19. Assignment. All rights which are hereby reserved to the Declarant are mortgageable, pledgeable, assignable or transferable. Upon any exercise of rights by the holder of said mortgage, pledge, assignment or transfer, any successor assignee by foreclosure or otherwise shall from time to time hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein.

ARTICLE IX

DISPUTE RESOLUTION

9.01. General. Any disputes between the Association (or any Owners) and the Declarant or any director, officer, partner, member manager, employee, subcontractor or agent of the Declarant relating to this Declaration, the use or condition of the Real Estate, and the construction and installation of any improvements located thereon shall be subject to the provisions of this **Article IX**.

9.02. "AS IS" and Waiver of Claims. Declarant makes no representations or warranties to any of the Owners or the Association regarding the condition of the Common Areas, Lots or Dwelling Units, including but not limited to the roads, utility systems, homes and landscaping, with the Association and Owners by acceptance of deeds to the Dwelling Units and Common Areas accept such condition, including any improvements that may not yet be completed and any existing defects to any of the improvements located on the Real Estate and waive and release Declarant and its directors, officers, members, managers and employees and their respective successors and assigns from any and all claims relating to the condition of the Real Estate or improvements thereon, including but not limited to any duty to make any repairs to any improvements or complete any roads or remove any vegetation. Neither Declarant nor any of its managers, members, officers, directors, employees, agents or their respective successors or assigns shall be liable for any general, special or consequential damage, costs, diminution in value or other loss which any Owner or the Association, may suffer as a result of the condition of the Real Estate, the Lot or a Dwelling Unit.

9.03. Resolution of Disputes. Owner, the Association, and Declarant hereby agree that the mediation and arbitration procedures described below, shall be the sole, exclusive and final means of resolving any "Dispute" between them and/or between their respective successors-in-interest. As used herein, "Dispute" shall mean any claim, cause of action (whether at law or in equity), or disagreement of any nature whatsoever "**Claim**") arising from or in connection with the conveyance

of the Lot to Owner, construction or installation of any improvements on the Real Estate, or any work or services performed by Declarant on or in connection with the Lot or Cottage Acres Community including, without limitation, claims for real and personal property damage, construction defects (whether patent or latent), bodily injury or wrongful death, nondisclosure, misrepresentation, fraud, monetary damages, rescission of any agreement, enforceability of this provision and/or specific performance.

(a) Mediation. If a Dispute exists, the Parties agree that they shall attempt to mediate the Dispute. Any Party (the term "**Party(ies)**" being defined for the purposes of this **Article IX** as Declarant, Owner and the Association) may initiate mediation to resolve a Dispute through a written request to the other Party. The written request ("**Mediation Request**") shall include: (i) a description of the nature of the Dispute and (ii) a proposal for the manner in which the Dispute may be resolved, including the facts supporting such proposal. If no Party initiates mediation in accordance herewith within forty-five (45) calendar days after Declarant's receipt of the Defect Notice, the Parties agree that they waive the Dispute and any and all claims relating or arising from the Dispute. The mediation shall be conducted by the American Arbitration Association ("AAA") located at Chicago, Illinois, pursuant to the mediation procedures adopted by the AAA or any successor thereto or any other entity offering mediation services acceptable to the Parties. Within twenty (20) calendar days following the receipt by the applicable Party of the Mediation Request, the Parties shall select a mediator in accordance with the AAA rules and procedures. If the Parties cannot agree on a mediator within the time frame provided herein, they agree that the AAA shall appoint a mediator. Within ten (10) calendar days following selection of the mediator, each Party shall submit to the mediator a brief memorandum setting forth its position with respect to the issues involved in the Dispute ("**Memorandum**"). A Party's Memorandum may not be disclosed by the mediator to the other Party without the consent of the Party submitting same. The mediation shall be commenced within (10) calendar days following the submittal by each Party of its Memorandum and shall be concluded within ten (10) calendar days following commencement of the mediation unless the Parties mutually agree to an extension thereof. The mediation shall be held in Chicago, Illinois, or such other place as may be mutually acceptable to the Parties. The Parties shall each bear their own attorney and/or expert/consultant fees. All other expenses of the mediation, including required traveling and other expenses of the mediator, and expenses of any witnesses and costs of any expert advice, at the direct request of the mediator, shall be borne equally by the Parties. If any Dispute is not resolved through mediation, the mediator shall prepare a written statement ("**Mediation Statement**") setting forth the issues which the Parties were not able to resolve, and the respective positions of the Parties regarding such issues. The Mediation Statement shall be executed by both Parties and shall be submitted by the mediator to the arbitrator as provided below. If the Parties are unable to agree on the Mediation Statement within three (3) calendar days after it has been prepared by the mediator, each Party shall, within five (5) calendar days after the Mediation Statement has been prepared by the Mediator, submit its own Mediation Statement to the mediator who will submit both Mediation Statements to the arbitrator as provided below. The Mediation Statement(s) shall be evidence to the arbitrator of compliance by the Parties with the mediation requirements hereof. The mediation proceedings shall be privileged under the Illinois evidence code; however, the Parties agree that the Mediation Statement(s) shall not be subject to any such privilege.

(b) Arbitration. If the Parties are unable to resolve a Dispute through mediation as described above, the Dispute shall be submitted to binding arbitration by the AAA under the Commercial Arbitration Rules of the AAA. As a condition to commencement of the arbitration, the Parties shall ensure that the mediator provides to the arbitrator a copy of the Mediation Statement(s). The arbitrator shall have jurisdiction to address only the issues set forth in the Mediation Statement(s). Except as provided herein, the results of the arbitration shall be final and non-appealable upon both Parties, and may be enforced by either Party in a Court of competent jurisdiction. A request for arbitration must be filed under the Commercial Arbitration Rules of the AAA no later than six (6) months after the date of the Mediation Statement(s). In the event the request for arbitration is not filed in accordance herewith within six (6) months after the date of the Mediation Statement(s), the Parties agree that they waive the Dispute and any and all Claims relating to or arising from the Dispute. No notice, claim or communication between the Parties, whether under any written limited warranty or otherwise shall stop the running of any statute of limitations. In addition to the Commercial Arbitration Rules of the AAA, the following additional rules shall govern the arbitration: (i) the arbitration shall be conducted by a single arbitrator; (ii) unless the prior written consent of both Parties is obtained, the Parties to the arbitration shall be limited to Owner and Declarant and both Parties agree not to attempt to include additional parties in the arbitration or consolidate the arbitration with any other arbitrations or legal proceedings; (iii) Declarant shall post the initial fee for such arbitration although the arbitrator shall have the discretion to require reimbursement of the fee in connection with any award; (iv) the arbitrator shall follow the law of the State of Illinois; (v) any decision relating to the interpretation or application of the statute(s) of limitations shall be appealable under the rules of the AAA; and (vi) the arbitrator shall provide the Parties with written findings of fact and law in support of each element of his/her award. The arbitrator shall also stay any arbitration proceedings unless the arbitrator has received a copy of the Mediation Statement(s) described above, confirming the Parties' compliance with **Section 9.03(a)** hereof.

IN WITNESS WHEREOF, the said Declarant has executed this Declaration this 21 day of December, 2018.

WC – STERLING LLC, a Delaware limited liability company

By: _____

Name: Richard Welch
Title: Authorized Signatory

STATE OF ILLINOIS)
COUNTY OF WHITESIDE)

SS.

I, ADRIAN STUESSY, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that Richard Welch, Authorized Signatory of WC – Sterling LLC, a Delaware limited liability company, who are personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, as manager as aforesaid, for the uses and purposes therein set forth; and the said manager then and there acknowledged that said manager, as custodian of the corporate seal of said bank, did affix the corporate seal of said bank to said instrument as said manager's own free and voluntary act and as the free and voluntary act of said bank, as manager as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21 day of December, 2018.

Adrian Stuessy
Notary Public

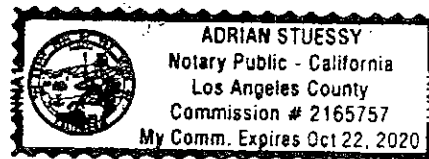


EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE 4TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE ALONG AN ASSUMED BEARING OF NORTH 00°27'11" EAST ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 821.75 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST LYNN BOULEVARD; THENCE NORTH 89°29'51" EAST ALONG THE SOUTHERLY LINE OF WEST LYNN BOULEVARD 491.83 FEET; THENCE SOUTH 00°30'09" EAST 299.62 FEET; THENCE NORTH 89°29'51" EAST 240.23 FEET; THENCE SOUTH 00°31'07" EAST 521.81 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 89°28'53" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 745.92 FEET TO THE POINT OF BEGINNING, IN THE CITY OF STERLING, WHITESIDE COUNTY, ILLINOIS.

CONTAINING 535,101 SQUARE FEET OR 12.2842 ACRES MORE OR LESS.

EXHIBIT B
BY-LAWS OF
COTTAGE ACRES HOMEOWNERS ASSOCIATION

ARTICLE I

Purposes and Powers

The Association shall be responsible for the maintenance, repair and replacement of the Common Area, Lots and Dwelling Unit Exteriors as set forth in the Declaration, and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration. The terms used in these By-Laws shall have same definitions as set forth in the Declaration of the Cottage Acres Homeowners Association to the extent such terms are defined therein.

ARTICLE II

Offices

2.01. Registered Office. The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

2.02. Principal Office. The principal office of the Association shall be maintained at 590 Madison Avenue, 34th Floor, New York, NY 10022, until such time as the Turnover Date shall occur.

ARTICLE III

Membership

3.01. Voting Rights. There shall be one person (and only one person) with respect to each Lot shall be entitled to vote at any meeting of the Owners. Such person shall be known and hereinafter referred to as a "**Voting Member**". Such Voting Member may be the Owner or one of the group comprising all the Owners of a Lot, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group, when acting unanimously) may vote or take any other action as a Voting Member either in person or by proxy. Declarant shall be the Voting Member with respect to any and all Lot owned by the Declarant.

3.02. Meetings.

(a) Quorum; Procedure. Meetings of the Voting Members shall be held at the principal office of the Association or at such other place in Whiteside County, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of the Voting Members for at least fourteen (14) Lots shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the 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, or consent to any action of the Association without a meeting.

(b) Initial and Annual Meeting. The initial meeting of the Voting Members shall be held upon not less than twenty-one (21) nor more than thirty (30) days' written notice given by the Declarant on a date not later than sixty (60) days after Declarant shall have consummated the sale of seventy-five percent (75%) of the Lots or a date three (3) years after this Declaration is recorded, whichever shall first occur, or such sooner time as may be designated by the Declarant, and thereupon, the first Owner Board shall be elected (the "**Turnover Date**"). Thereafter, there shall be an annual meeting of the Voting Members on the first Tuesday of November following such initial meeting, and on the first Tuesday of November of each succeeding year thereafter, at 7:30 p.m., or at such other reasonable time or date (not more than thirty (30) days before or after such date) as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days prior to the date fixed for said meeting.

(c) Special Meetings. 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 shall be called by written notice authorized by a majority of the Board or by one-fifth (1/5th) of the Voting Members and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.03. Notice of Meetings. Written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than 20 nor more than 60 days before the date of the meeting, by or at the direction of the President or Secretary or the Officers or persons calling the meeting. Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for purpose of service of such notice, or to the Dwelling Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

3.04. Proxy. The vote of any Voting Member may be cast pursuant to a proxy or proxies duly executed by or on behalf of the Member delivered to the Secretary. No such proxy shall be revocable except by written notice delivered to the Secretary by the Voting Member. Any proxy shall be void if it is not dated or if it purports to be revocable without notice as aforesaid. No proxy shall be valid after eleven (11) months from the date of its execution unless other-wise provided in

the proxy. The transfer of title to any Dwelling Unit shall void any outstanding proxy pertaining to the voting rights appurtenant to that Dwelling Unit. The presence of any Voting Member at the meeting for which a proxy is given shall automatically revoke the proxy.

ARTICLE IV

Board of Directors

4.01 Election of Board Members. At their initial meeting, the Voting Members shall elect a full five-member Board. In all elections for members of the Board, each Voting Member shall be entitled to cast the number of votes equal to the number of Board members to be elected. Voting shall be on a cumulative basis. The five (5) candidates receiving the highest number of votes shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The three (3) persons receiving the highest number of votes at the initial annual meeting shall be elected to the Board for a term of two (2) years each and the next two (2) persons receiving the highest number of votes shall be elected to the Board for a term of one (1) year each. Upon the expiration of the terms of office of the Board members elected at the initial annual meeting, and thereafter, successors shall be elected for a term of two (2) years each. The Voting Members for at least two-thirds (2/3rds) of the number of Lots may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided such number shall not be less than three (3), and that the terms of at least one third (1/3) 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 for at least two-thirds (2/3rds) of the number of Lots. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by the Voting Members present at the next annual meeting or at a special meeting of the Voting Members called for such purpose. Except as otherwise provided in this Declaration, the Association shall be managed by the Board and the Board shall act by a majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt. A majority of the total number of members of the Board shall constitute a quorum.

4.02. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be chief executive officer of the Association; a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account and who shall, in general, perform all the duties incident to the office of Treasurer; and such additional officers as the Board shall see fit to elect.

4.03. Removal or Resignation. Subject to the right of the Declarant to remove Board members appointed by Declarant for any reason whatsoever, any Board member elected by the Voting Members after the Turnover Date may be removed from office, with or without cause, by affirmative vote of the Voting Members for at least two-thirds (2/3rds) of the number of Lots at any special meeting called for that purpose. Any Board member may resign at any time by giving written notice to the Board. A successor to fill the unexpired term of a Board member who was

removed or who resigned may be elected by the Voting Members or the Board at the same meeting or any subsequent meeting called for that purpose.

4.04. Execution of Instruments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Association and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President.

4.05. Board Member and Officer Liability. Board members and officers of the Association shall not be personally liable to the Owners for any mistake of judgment or any acts or omissions of any nature which such Board members or officers take or fail to take as Board members and/or officers, except with respect to acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant and each Board member and Association officer, along with their respective beneficiaries, shareholders, directors, heirs, executors or administrators, against all contractual and other liability to others, arising out of contracts made by or other acts taken by them on behalf of the Owners or the Association, or arising out of their status as Board members or officers, unless in each case such contract or act shall have been entered into or taken criminally, fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, without limitation, counsel fees, judgments paid and settlements paid) actually and reasonably incurred in connection with defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such Board member or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such Board member or officer. It is intended that the foregoing indemnification shall be coextensive with the broadest indemnification permitted under the Illinois General Not-For-Profit Corporation Act of 1986, as from time to time amended.

Agreements made by the Association or the Declarant on behalf of the Owners may provide the officers of the Association, members of the Board, or the Declarant, as the case may be, are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability shall be limited to such proportion of the total liability as the number of Lots owned by such Owner bears to the aggregate numbers of Lots.

4.06. Dissolution. To the extent permissible under applicable law, in the event of the dissolution of the Association, the Common Area shall be conveyed to the Owners as tenants in common.

4.07. Declarant Control of Association. Notwithstanding anything contained herein to the

contrary, the first and all subsequent Boards shall (until the Turnover Date) consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not be Owners. Declarant's rights under this Section to designate the members of the Board shall terminate on the Turnover Date. From and after the Turnover Date, the Board shall be constituted and elected as provided in **Section 4.01**. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall not have any voting rights.

4.08. Meeting of Board. The initial meeting of the Board shall be held immediately following the initial meeting of the Members and at the same place. At such meeting the Board shall elect its officers to serve until the first annual meeting of the Board which shall be held immediately following the first annual meeting of the Voting Members and at the same place. All subsequent annual meetings of the Board shall be held without other notice than the By-Laws immediately after, and at the same place as, the annual meeting of Voting Members. Special meetings of the Board shall be held upon call by the President or by at least 25% of the Board on not less than forty-eight (48) hours' notice in writing to each Member, delivered personally or by mail or by using the technology generally available at that time. Any Member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

4.09. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

4.10. Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, or agent or agents of the Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer of the Association.

4.11. Annual Statements. Not later than four (4) months after the close of each fiscal year, and in any case prior to the next annual meeting of members, the Board shall prepare or cause to be prepared a balance sheet showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement showing the results of its operations during its fiscal year. Such statements may, in the sole discretion of the Board, be audited statements. Upon receipt of written request, the Treasurer promptly shall mail to any Voting Member or mortgagee of a Dwelling Unit copies of the most recent such balance sheet and income and expense statement. If one is not otherwise available, upon written request of 51% of the Mortgagees, the Association shall cause to be prepared an audited financial statement for the immediately preceding fiscal year. The costs of preparing any such specially prepared audited financial statement shall be paid by the mortgagees requesting such statement.

ARTICLE V

Powers of the Board

5.01. General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) To elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association, including but not limited to, the collection of Assessments;
- (c) subject to **Section 5.02(b)** below, to engage the services of a manager or managing agent who shall maintain, repair, and replace the Common Area, the Lots and Dwelling Unit Exteriors, to the extent set forth in the Declaration;
- (d) to formulate policies for the Administration, management and operation of the Real Estate, to the extent set forth in the Declaration;
- (e) to provide for the maintenance, repair and replacement of the Common Area and the Lots, to the extent set forth in this Declaration; Dwelling Unit Exteriors, including without limitation, maintenance, repair and replacement of the roof, foundation, outer surface or exterior walls, but excluding all windows, window hardware, replacement of broken glass, doors, garage doors, door hardware, screens, private gardens, decks, patios, and payments therefor; and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent; and to pay charges, assessments or amounts that the "Owner", as that term is used and defined in the Cross Easement Agreement, is required to pay pursuant to the terms of the Cross Easement Agreement.
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, and replacement of the Common Area, Dwelling Unit Exteriors and the Lots, to the extent set forth in this Declaration and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (g) to 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 these By-Laws;
- (h) to enter into agreements with governmental bodies to effectuate the provisions of any Special Service Area enacted by the City of Sterling.

5.02. Rules and Regulations: Management.

(a) Adoption of Rules and Regulations. The Board, without approval from any of the Voting Members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the repair, maintenance, conservation and beautification of the Common Areas and the Lots and for the health, comfort, safety and general welfare of the Owners. Written notice of such rules and regulations shall be given to all Owners. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule and regulation, the Voting Members for at least one-fourth (1/4) of the Owners shall file with the Board a written objection thereto, then such rule and regulation shall be deemed rescinded until approved by the Voting Members for at least three fifths (3/5) of the Owners.

(b) No Business For Profit. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

ARTICLE VI

ASSESSMENTS, RESERVE FUND, REMEDIES FOR NON-PAYMENT OF ASSESSMENTS

6.01. Purpose of Assessments. The assessments levied shall be exclusively for the purpose of defraying Operating Expenses and accumulating reserves to defray any extraordinary Operating Expenses.

6.02. Maintenance Assessment. Each year on or before November 1 the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year. Such budget shall show the following with reasonable explanations and itemizations:

- (a) The estimated Operating Expenses;
- (b) The estimated amount, if any, required to maintain adequate reserves for extraordinary Operating Expenses, including without limitation amounts required to maintain the Capital Reserve;
- (c) The estimated net excess funds, if any, from the current year's assessments;
- (d) The amount of the Maintenance Assessment payable with respect to the ensuing year by the Owners, which amount is defined as the amount determined in (a) above plus the amount determined in (b) above minus the amount determined in (c) above; and
- (e) That portion of the Maintenance Assessment which shall be payable each month by the Owner of each Lot which is subject to assessment hereunder, which shall be equal to one-twelfth (1/12) of the Maintenance Assessment divided by the number of Dwelling Units), the intent being that each Owner shall pay an equal Maintenance Assessment.

Anything in this Section to the contrary notwithstanding, during the Transition Period the assessment procedure set forth in **Section 6.09** shall apply and the budget provided for in this Section need not disclose the information called for in **Subsection (e)** above. The budget shall,

however, indicate the portion of each Owner's share of the Maintenance Assessment which is intended to be added to the Capital Reserve.

6.03. Payment of Maintenance Assessment. On or before the first day of each month of the calendar year in which an Owner closes on the purchase of his Lot, and on or before the first day of each and every month until the effective date of the next annual or revised Maintenance Assessment, and then monthly thereafter, each Owner of a Lot shall pay to the Association, or as the Board may direct, that portion of the Maintenance Assessment which is payable by an Owner under **Section 6.02(e)**. In addition, such Owner shall also pay the Association such amounts as are due as assessments under the Conway Farms Declaration.

6.04. Report of Expenditures. On or before April first of each calendar year the Board shall supply to all Owners an itemized accounting of the Operating Expenses actually incurred and paid with respect to the preceding calendar year together with a tabulation of the amounts collected by way of Maintenance Assessments. Such accounting shall set forth overages or shortages as well as the amount of any reserves. The status of the Capital Reserve (with an itemization and explanation of all receipts and disbursements) shall be simultaneously reported to the Owners.

6.05. Revised Assessment. If the Maintenance Assessment proves inadequate for any reason (including the non-payment of any Owner's assessment) or proves to exceed funds reasonably needed, the Board may increase or decrease the assessment payable under **Section 6.02(e)** by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.06. Special Assessment. The Board may levy a special assessment as hereinafter provided (i) to pay (or build up reserves to pay) expenses other than Operating Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Common Area, the Lots, or the Dwelling Unit Exteriors; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of the Owners, share and share alike. No special assessment shall be adopted without the affirmative vote of at least a majority of the Voting Members who cast their votes on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07. Capital Reserve. The Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures (the "**Capital Reserve**"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area, and the portions of the Lots for which the Association is responsible for maintaining, and periodic projections of the cost of anticipated major repairs or replacements. Each budget shall disclose the portion of the Maintenance Assessment which is to be added to the Capital Reserve.

6.08. Initial Capital Contribution. Upon the closing of the first conveyance of a Lot by the Declarant to a third party, the new Owner shall make a capital contribution to the Association in an amount equal to two (2) months' Maintenance Assessment at the rate in effect with respect to the Lot as of the closing. Said amount shall be held and used by the Association for its working capital needs.

6.09. Assessments During Transition Period. Anything herein to the contrary notwithstanding, for the period prior to the Turnover Date (the "**Transition Period**"), the assessment procedure set forth in this Section shall apply.

(a) Application of Assessments. Each month each Owner (other than the Declarant) shall pay as his monthly Maintenance Assessment. The Association shall specify the portion, if any, of each such payment that is to be earmarked as a capital contribution under **Section 6.02** to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Operating Expenses.

(b) Declarant's Obligation. With regard to any Lot for which title has not been conveyed by Declarant, the assessment respecting any such Lot shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such Lot; provided, however, that in the event Declarant enters into a lease or installment contract for any Lot, then Declarant shall be responsible for the payment of assessments on that Lot on the same basis as any other Owner. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Real Estate and shall not include capital expenditures, amounts set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent attributable to subsequent periods. The Declarant hereby agrees to satisfy any deficit or shortage in the Association's operating budget for any period in which the Declarant has paid reduced assessments pursuant to this **Section 6.09**, provided, however, that the Declarant's liability hereunder shall not exceed the amount by which the Declarant's assessments have been reduced below the assessments of each other Owner by reason of this **Section 6.09**. The assessments charged to the Declarant and the amount of the Declarant's liability hereunder to satisfy any deficit or shortage in the Association's operating budget shall be the personal obligations of the Declarant and shall be a continuing lien upon the Lots held by the Declarant, subject to all the provisions of this Declaration regarding assessment liens. Until such time as the Turnover Date has occurred, the assessments covering the Lots which have not been sold or conveyed by the Declarant may be paid on a monthly basis or, at its option, paid to the Association at the close of each calendar year without interest.

6.10. Payment of Assessments. Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in **Sections 6.12, 6.13 and 6.14**.

6.11. Maintenance of Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenses for which it is responsible, specifying and itemizing the maintenance and repair expenses as well as any other expenses incurred. Such records and vouchers authorizing the payments shall be available for inspection by any Owner or

any representative of an Owner duly authorized in writing, at such reasonable time or times, during normal business hours, as may be requested by the Owner. The Board will cause each Owner to be notified of any expenditures of the Association with respect to which such Owner shall be entitled to take a deduction for income tax purposes and the amount of the deduction to which such owner is entitled. The Board shall also advise each Owner of the amount of any Capital Expenditures which affect the Owner's tax basis. Upon ten (10) days' notice to the Board and payment of a reasonable fee any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.12. Creation of Lien and Personal Obligation. The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner on the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner at the time when the Charge becomes due. Declarant hereby agrees that during the Transition Period, any amounts which become payable from the Declarant to the Association under **Section 6.09** shall be a continuing lien against the Lots owned by Declarant at the time that the payment becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

6.13. Collection of Charges. The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

6.14. Non-Payment of Charges. Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the maximum legal general interest rate permitted by Illinois law from the due date to the date when paid; provided, however, the minimum penalty for any Charge which is delinquent for thirty (30) days or more shall not be less than \$25.00. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action) and/or (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Common Area or by abandonment or transfer of his Lot.

6.15. Lien for Charges Subordinated to Mortgages. The lien for Charges, provided for in **Section 6.12**, shall be subordinate to the Mortgagee's mortgage on the Lot if such mortgage was recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in **Section 6.12**, shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of

title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Maintenance Assessment or special assessment and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

6.16. Self-Help by Board. In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the Bylaws, or rules or regulations of the Board, whenever such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Real Estate with respect to which the violation or breach exists to remove or rectify the violation or breach.

6.17. Other Remedies of the Board. In addition to or in conjunction with the remedies set forth above, enforcement of any of the provisions contained in this Declaration or any rules or regulations adopted hereunder may be by proceeding at law or in equity by the Association against any person or persons violating or attempting to violate any such provision either to restrain such violation, require performance, recover sums due or payable, or recover damages, and/or against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

6.18. Costs and Expenses. All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorney fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum legal general rate permitted by Illinois law until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for the same upon his or her Lot as provided in **Section 6.12**.

6.19. Enforcement by Owners. Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

ARTICLE VII

Covenants and Restrictions as to Use and Occupancy

All Owners shall maintain, occupy and use their Lots and the Common Area only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Voting Members.

The Board shall have full authority to enforce all such rules and regulations by taking all action as any be necessary.

ARTICLE VIII

Committees

8.01. Board Committees. The Board, by resolution adopted by majority of the directors in office, may designate one (1) or more committees, each of which shall constitute one (1) or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

8.02. Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Owners, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in their judgment the best interests of the Association shall be served by such removal.

8.03. Term. Each member of the committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.04. Chairman. One (1) member of each committee shall be appointed chairman by the Board.

8.05. Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

8.06. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.07. Rules. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board.

ARTICLE IX

Interim Procedure

Until such time as the Association is formed, the Declarant may exercise any of the powers, rights, duties and functions of the Association and shall be responsible for all obligations and responsibilities of the Board hereunder and under the Declaration.

ARTICLE X

Amendment or Modification of By-Laws

These By-Laws may be amended or modified from time to time by actions or approval in

accordance with **Section 8.09** of the Declaration. Such amendments or modifications shall be recorded in the Office of the Recorder of Deeds of Whiteside County, Illinois.

ARTICLE XI

Books and Records

The books, records and papers of the Association shall, at all times during reasonable business hours, be subject to inspection by any Member. The Board shall at least maintain the following records of the Association available for inspection and copying at convenient hours of the weekday by any Member or Lot Owner subject to the authority of the Board or the Eligible Mortgage Holders of the Lot Owners and their duly authorized agents or attorneys:

- a. Copies of the recorded Declaration, other Association instruments, other duly recorded covenants, these By-Laws, any amendments, Articles of Incorporation of the Association, annual reports and any rules and regulations adopted by the Association, or its Board, shall be available. Prior to the organization of the Association, Declarant shall maintain and make available the records set forth in this subparagraph (a) for examination and copying.
- b. Detailed accurate records in chronological order of the receipts and expenditures affecting the Community Property specifying and itemizing the maintenance and repair expenses incurred and copies of all contracts, leases or other agreements entered into by the Association shall be maintained.
- c. The minutes of all meetings of the Association and the Board of Association shall be maintained.
- d. Ballots, if any, for any election held for the Board of the Association and for any other matters voted on by the Voting Members shall be maintained for a period of not less than one (1) year.
- e. Such other records of the Association as are available for inspection by Members of a not-for-profit corporation pursuant to Section 107.75 of the Illinois General Not-for-Profit Corporation Act shall be maintained.
- f. A reasonable fee may be charged by the Association, or its Board, for costs of copying.

ARTICLE XII

Corporate Seal

The Association may have a seal in circular form and shall have inscribed thereon the name of the Association.

ARTICLE XIII

Fiscal Year

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

EXHIBIT C

PLAT OF SUBDIVISION

[See attached]

2

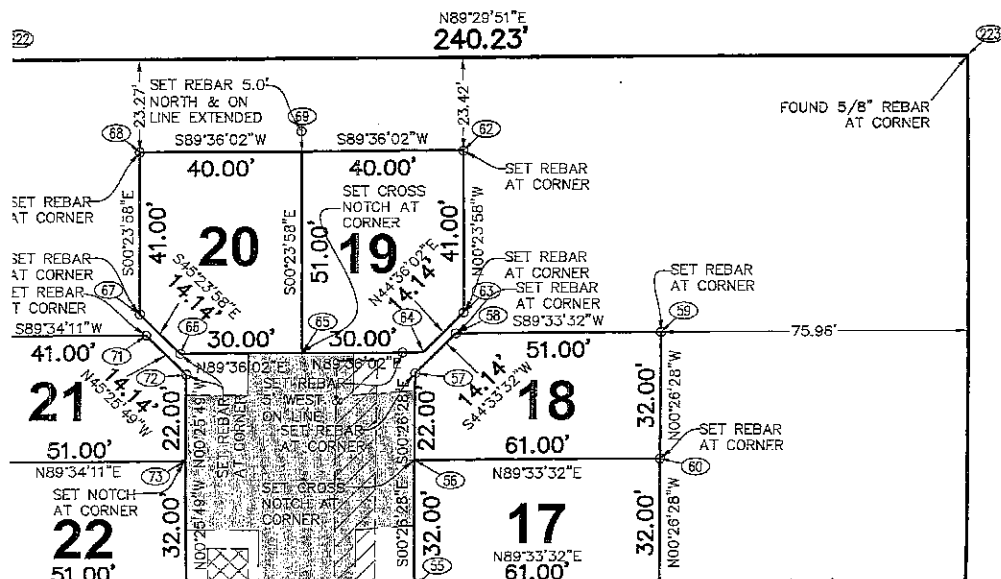
SEE PAGE 5 FOR LOT CORNER COORDINATE TABLE
SEE PAGE 2 FOR INGRESS & EGRESS EASEMENT DETAILS
SEE PAGE 3 FOR WATERMAIN EASEMENT DETAILS
SEE PAGE 3 FOR STORM SEWER EASEMENT



EASEMENT FOR SANITARY SEWER HEREBY GRANTED

EXISTING EASEMENTS AS NOTED HEREON

NO DIMENSIONS SHALL BE ASSUMED BY SCALE MEASUREMENT UPON THIS PLAT.



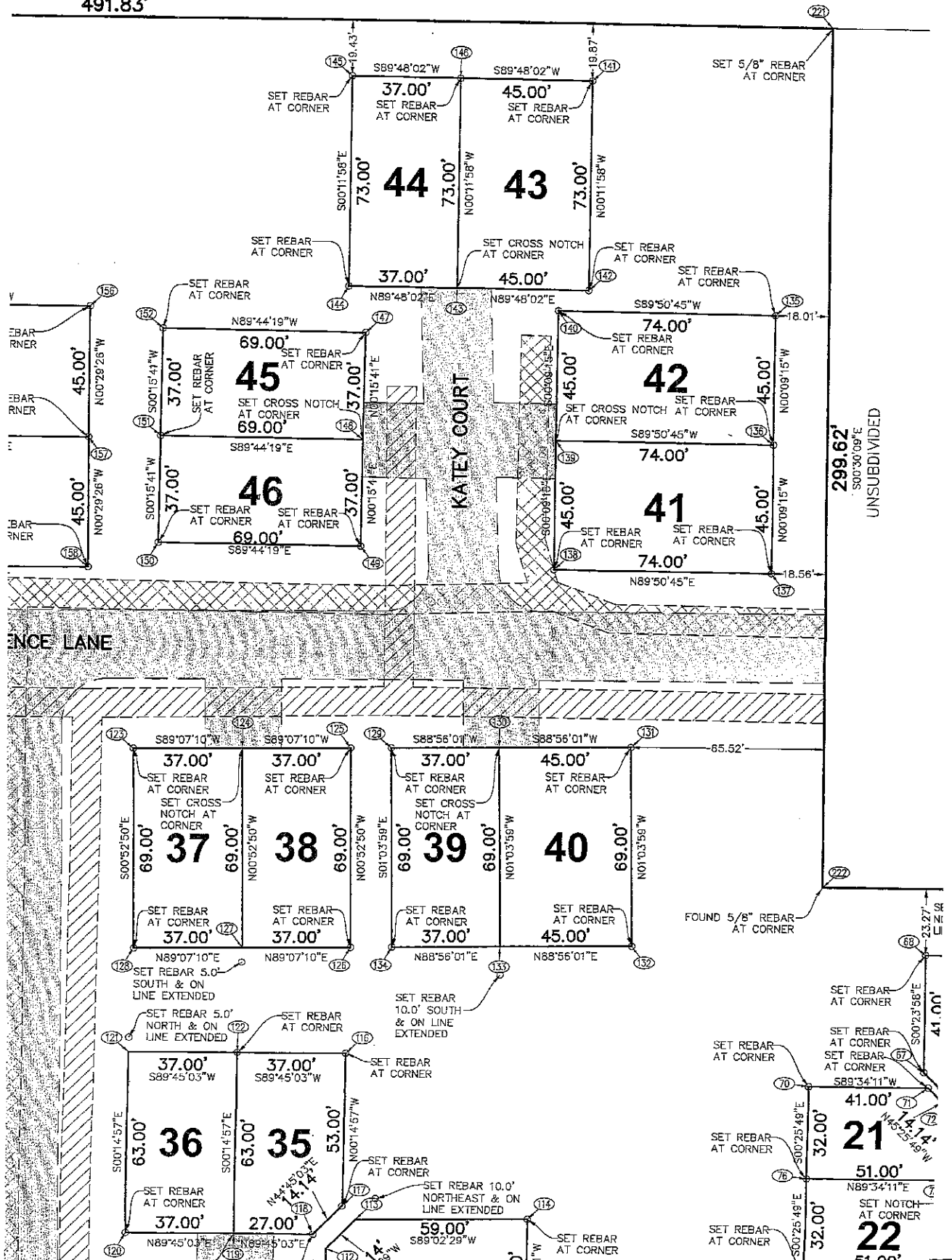
430.00
S00°30'09"E
UNSUBDIVIDED

LYNN BOULEVARD

(RECORD 100 FT. PUBLIC R.O.W.)

191

N89°29'51"E
491.83'



891

WEST LYNN

(RECORD 100 F

N89°29'
491.

SET 6" x 36" LONG
CONCRETE MONUMENT WITH
1/2" REBAR AT CORNER

SOUTHERLY LINE OF WEST LYNN BOULEVARD

UNSUBDIVIDED

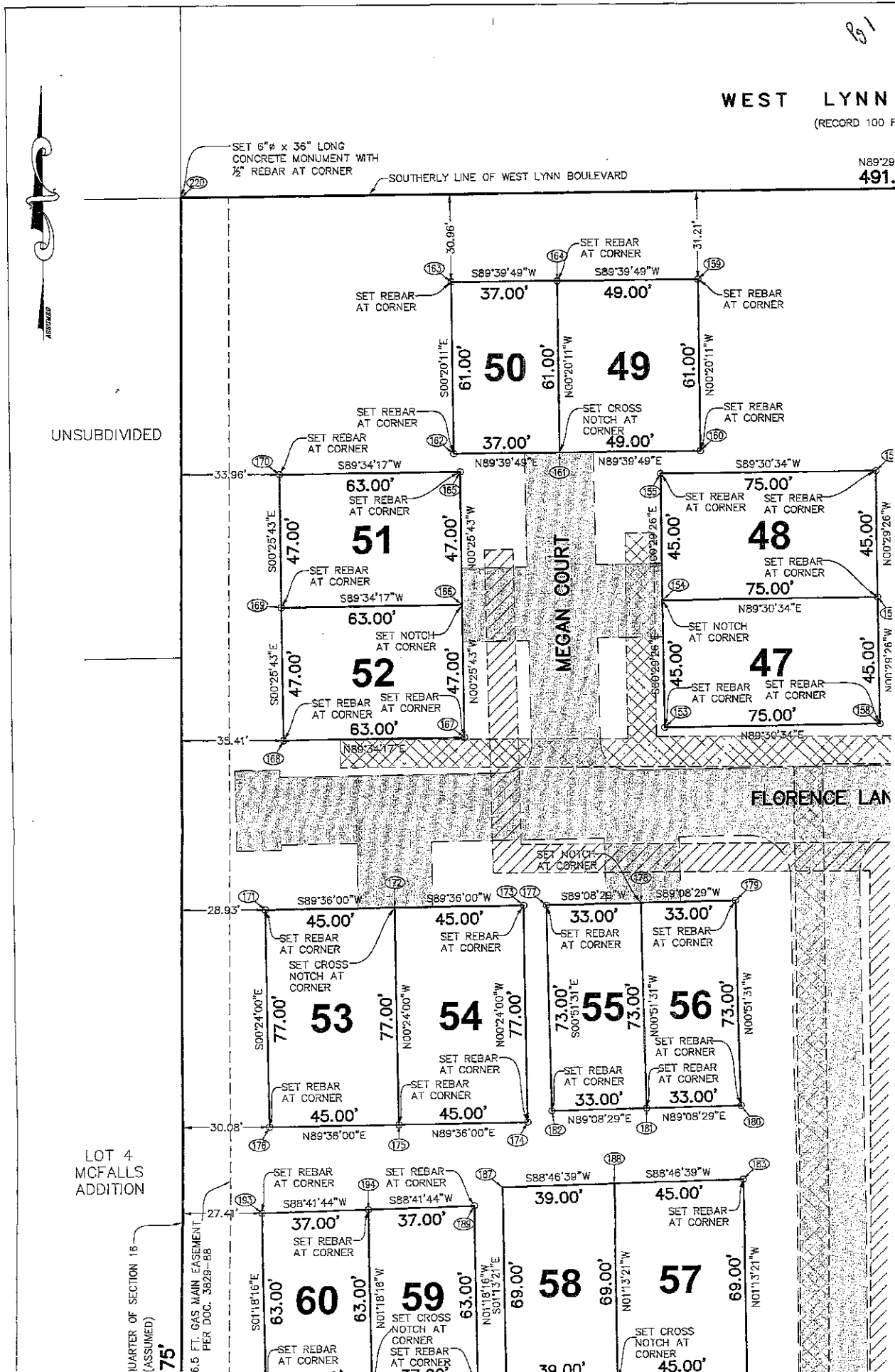
MEGAN COURT

FLORENCE LANE

LOT 4
MCFALLS
ADDITION

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(ASSUMED)
75'

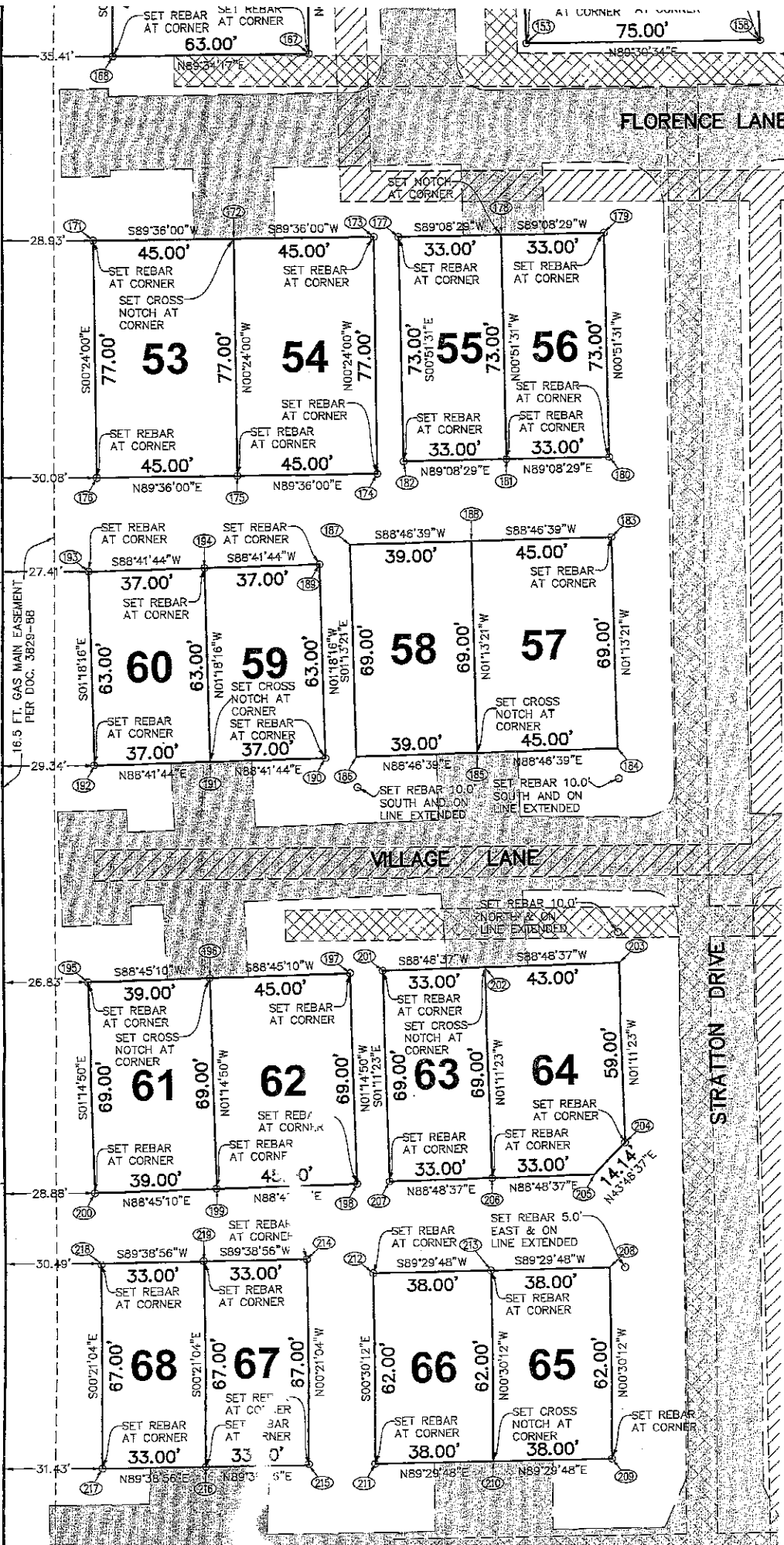
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PER DOC. 3829-BB

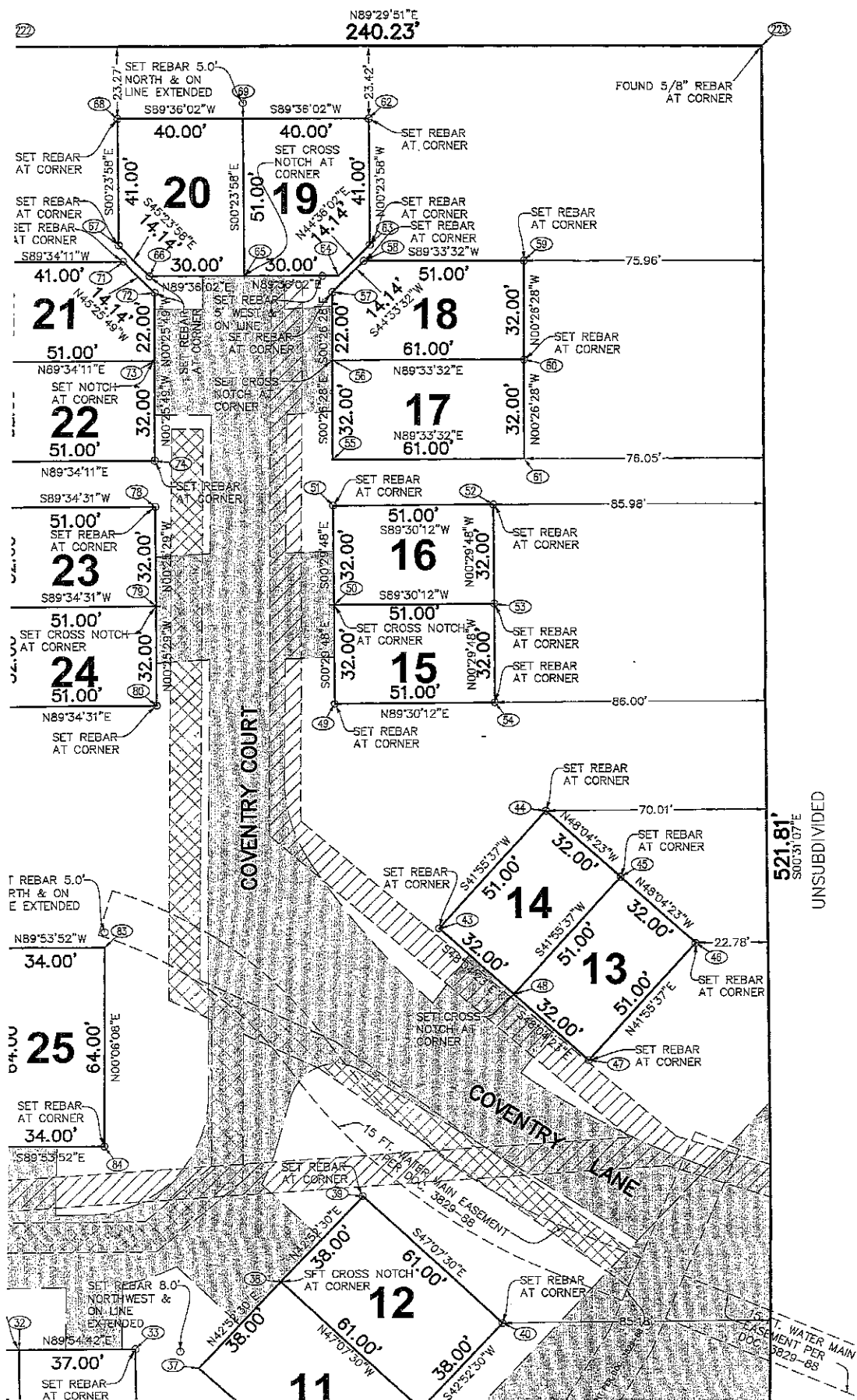


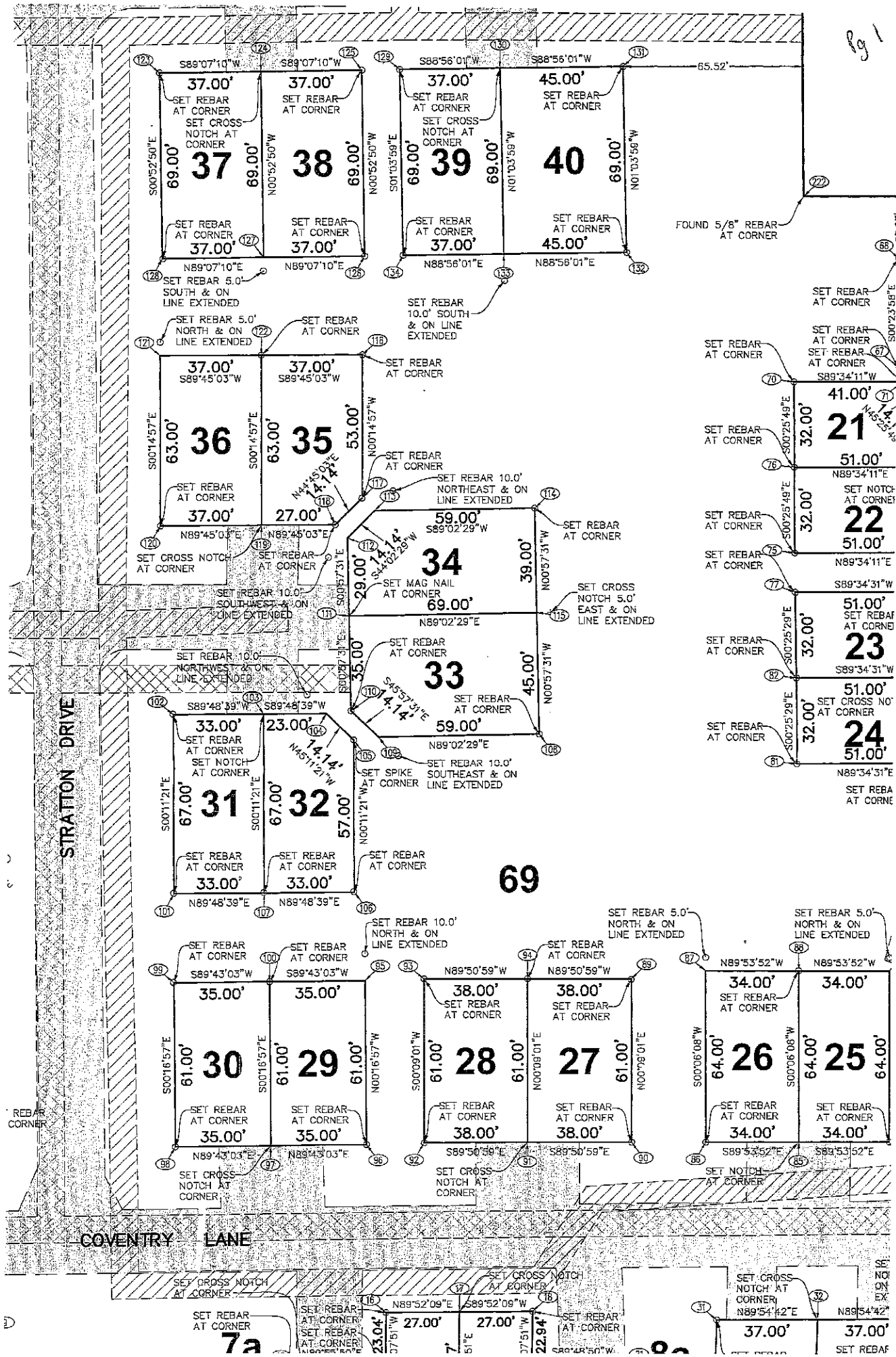
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LOT 4
MCFALLS
ADDITION

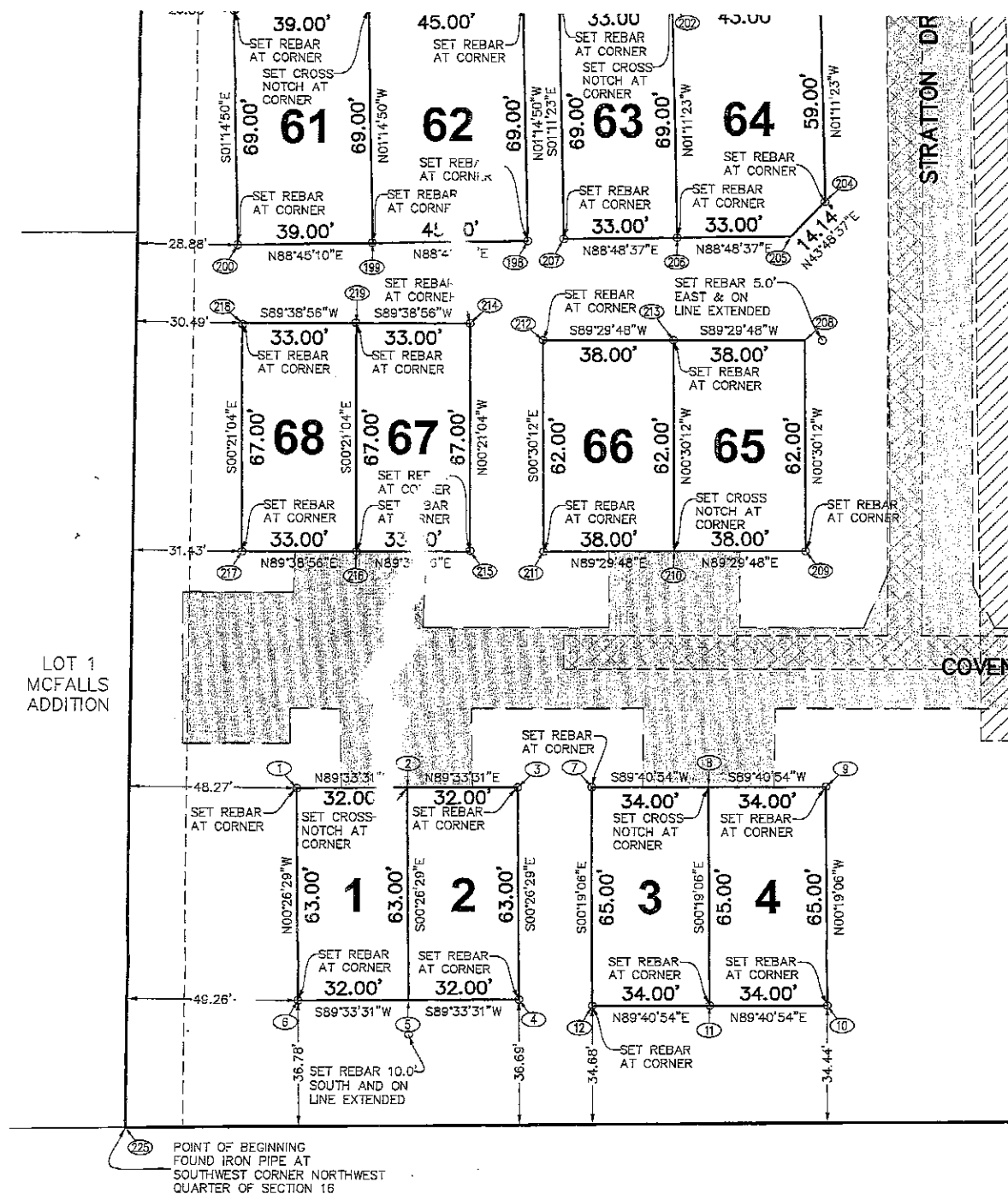
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821.75'







891



REVISED STREET NAME SEPTEMBER 19, 2018 (BB)

REVISED PER EMAIL SEPTEMBER 18, 2018 [RJT]

REVISED MARCH 29, 2018 PER ORDER
#2018-25037 ADDED INTERIOR MONUMENTS [AJM]

REVISED FEBRUARY 5, 2018 ADDED EXTERIOR MONUMENTS [RJT]

ORDERED BY: KATTEN MUCHIN ROSENMAN LLP	CHECKED: DRAWN:
ADDRESS: COVENTRY VILLAGE, STERLING	RJT
GREMLEY & BIEDERMANN A Division of PLCS, CORPORATION LICENSE NO. 184-005532 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM	
ORDER NO. 2015-21430-001	DATE: MAY 1, 2017 SCALE: 1 INCH = 30 FEET PAGE NO. 1 OF 5

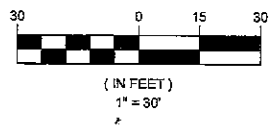
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WEST

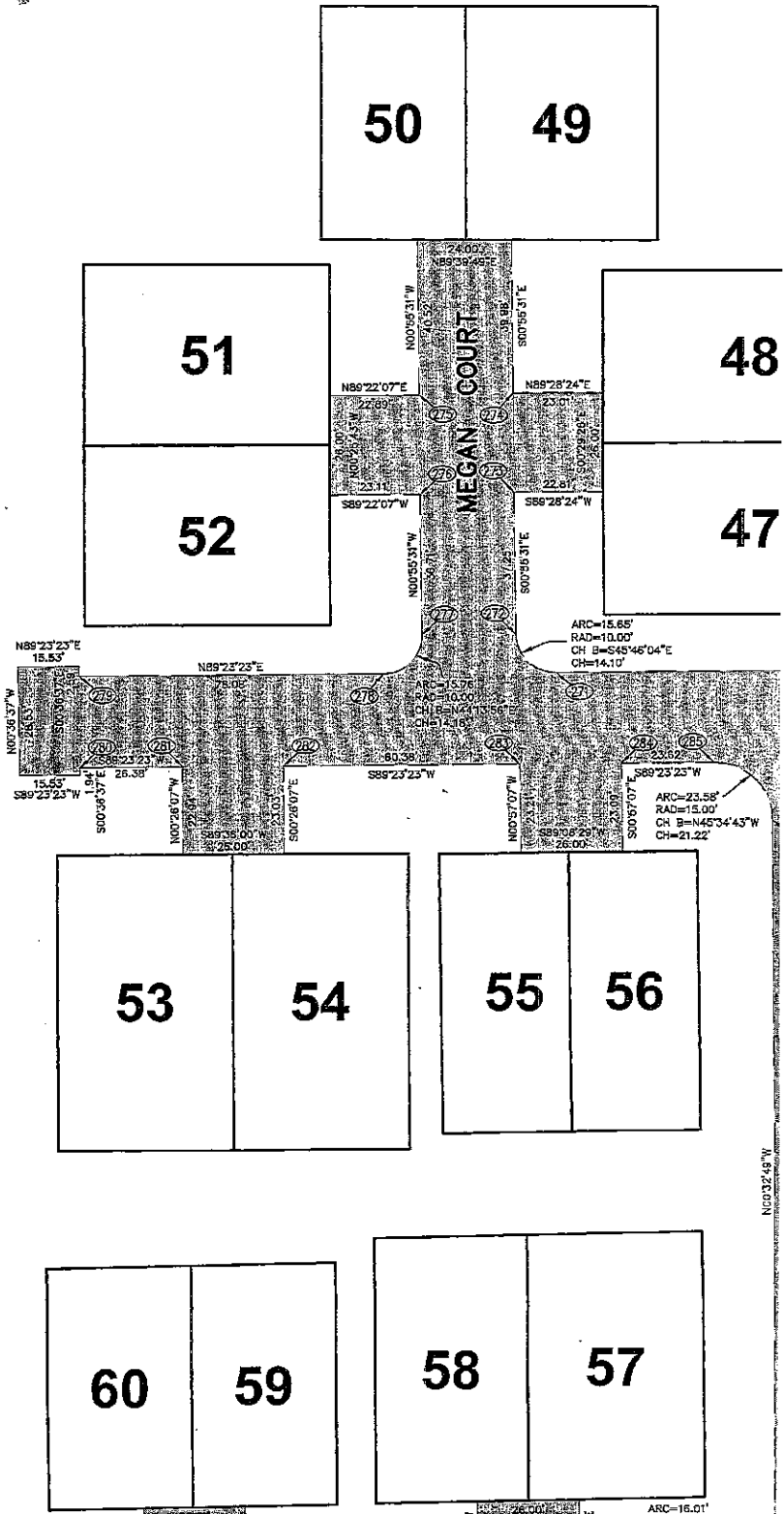
SOUTHERLY LINE OF WEST LYNN BOULEVARD



GRAPHIC SCALE



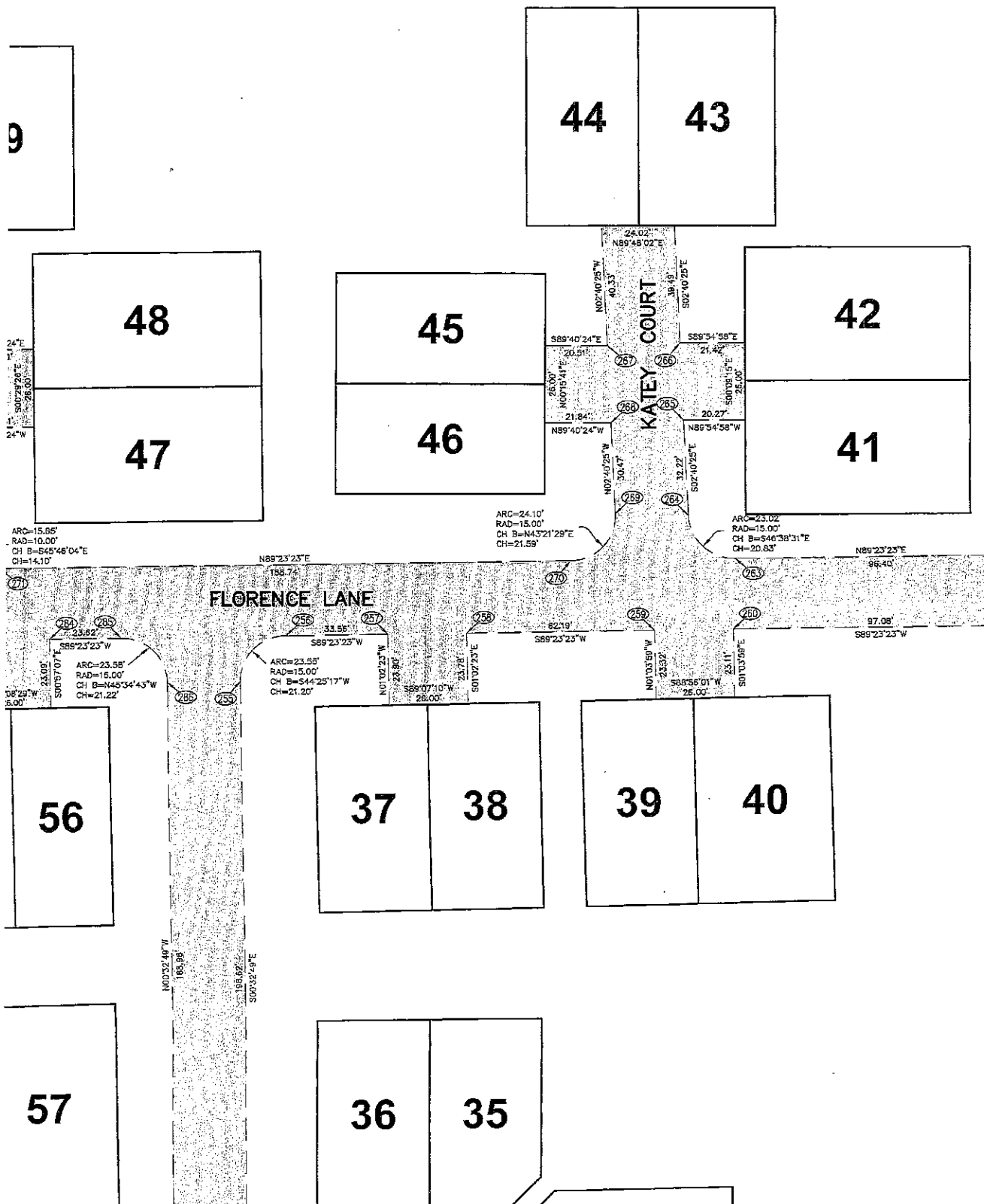
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1"E (ASSUMED)
21.75'



WEST LYNN BOULEVARD

(RECORD 100 FT. PUBLIC R.O.W.)

N89°29'51"E
491.83'



FINAL PLAT OF SUBDIVISION COVENTRY VILLAGE

12.2842 ACRES ± (TOTAL SUBDIVISION)
BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE 4TH P.M.
IN THE CITY OF STERLING, WHITESIDE COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS
SEE PAGE 5 FOR COORDINATE TABLE

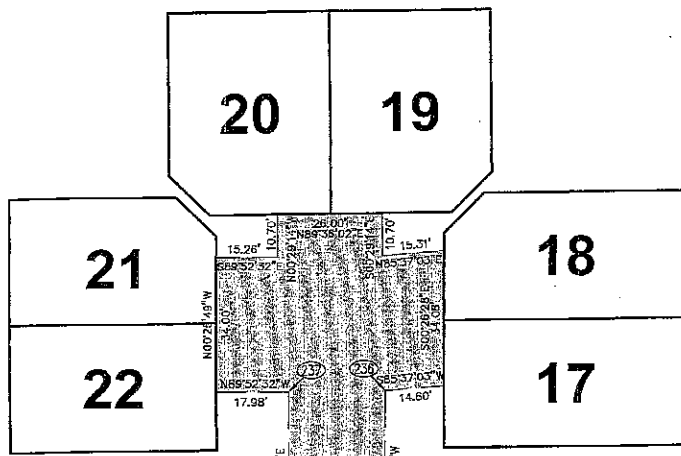


EASEMENT FOR INGRESS AND EGRESS HEREBY GRANTED

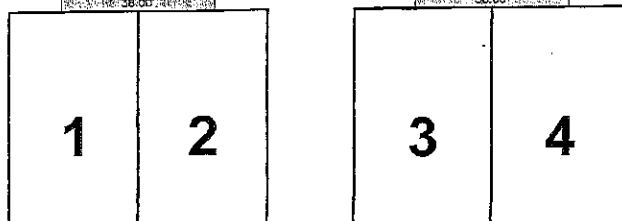
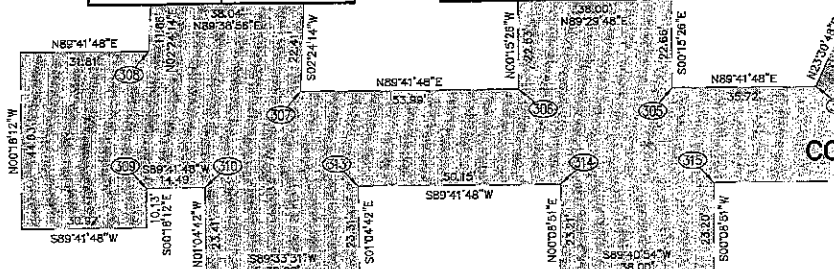
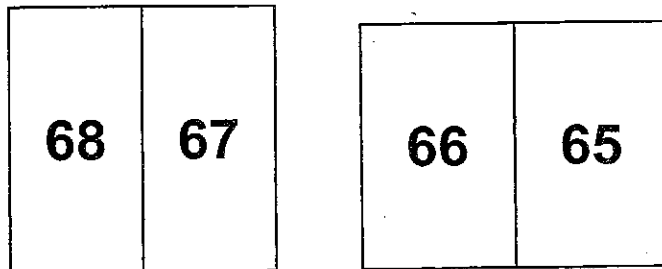
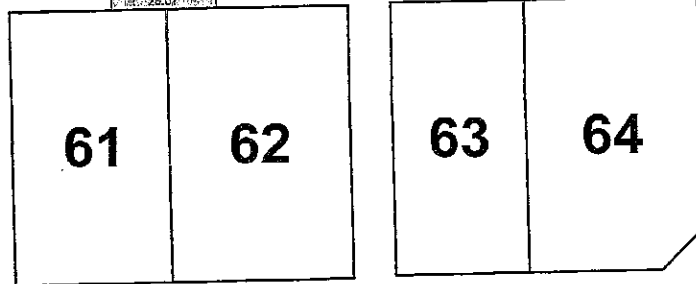
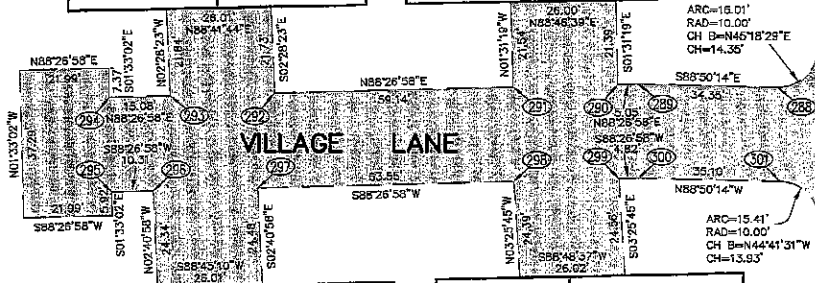
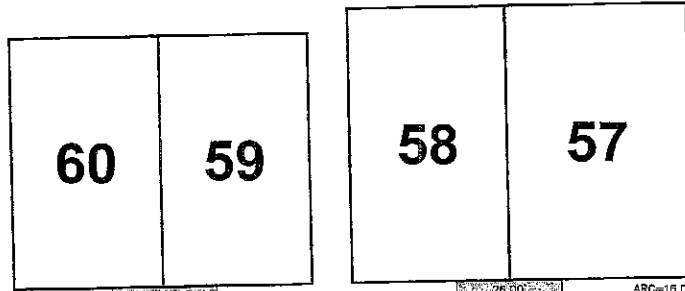
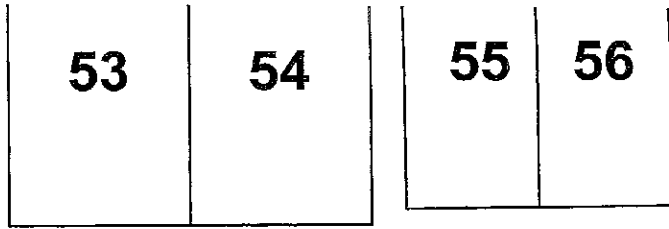
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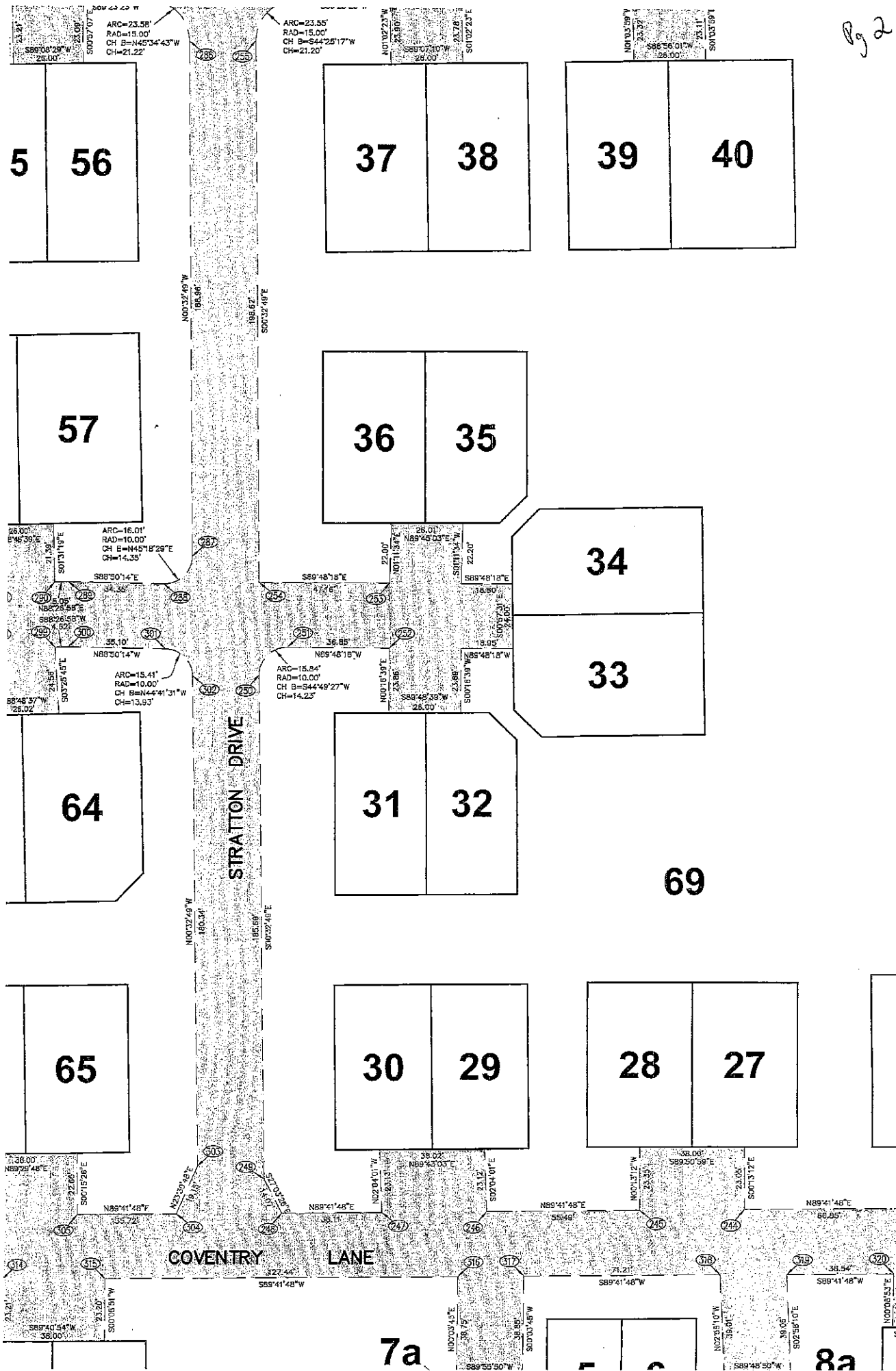
— SUBDIVISION BOUNDARY
— LOT LINES PER THIS PLAT

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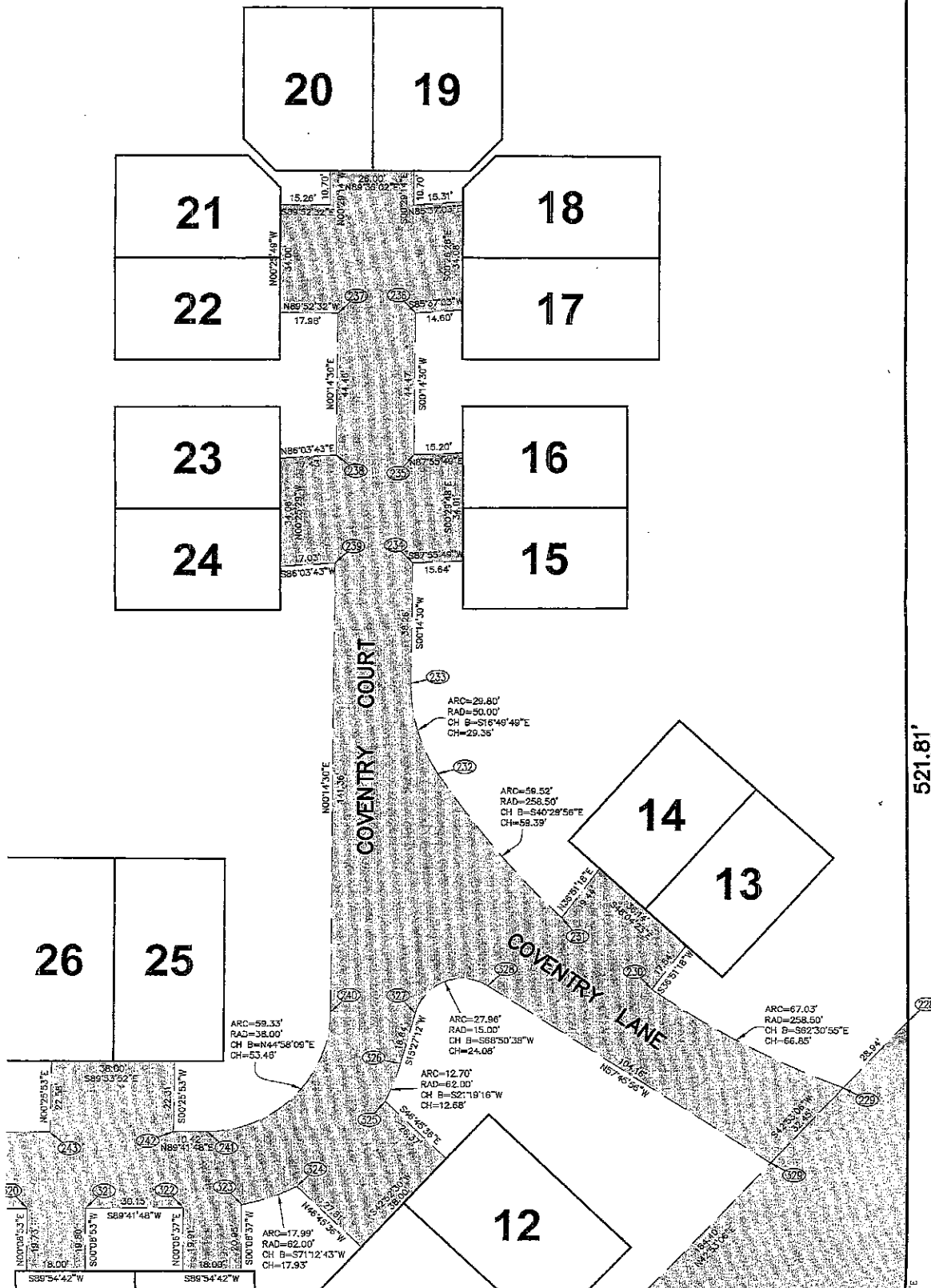


WEST LINE NORTHWEST QUARTER OF SECTION 16
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821.75'



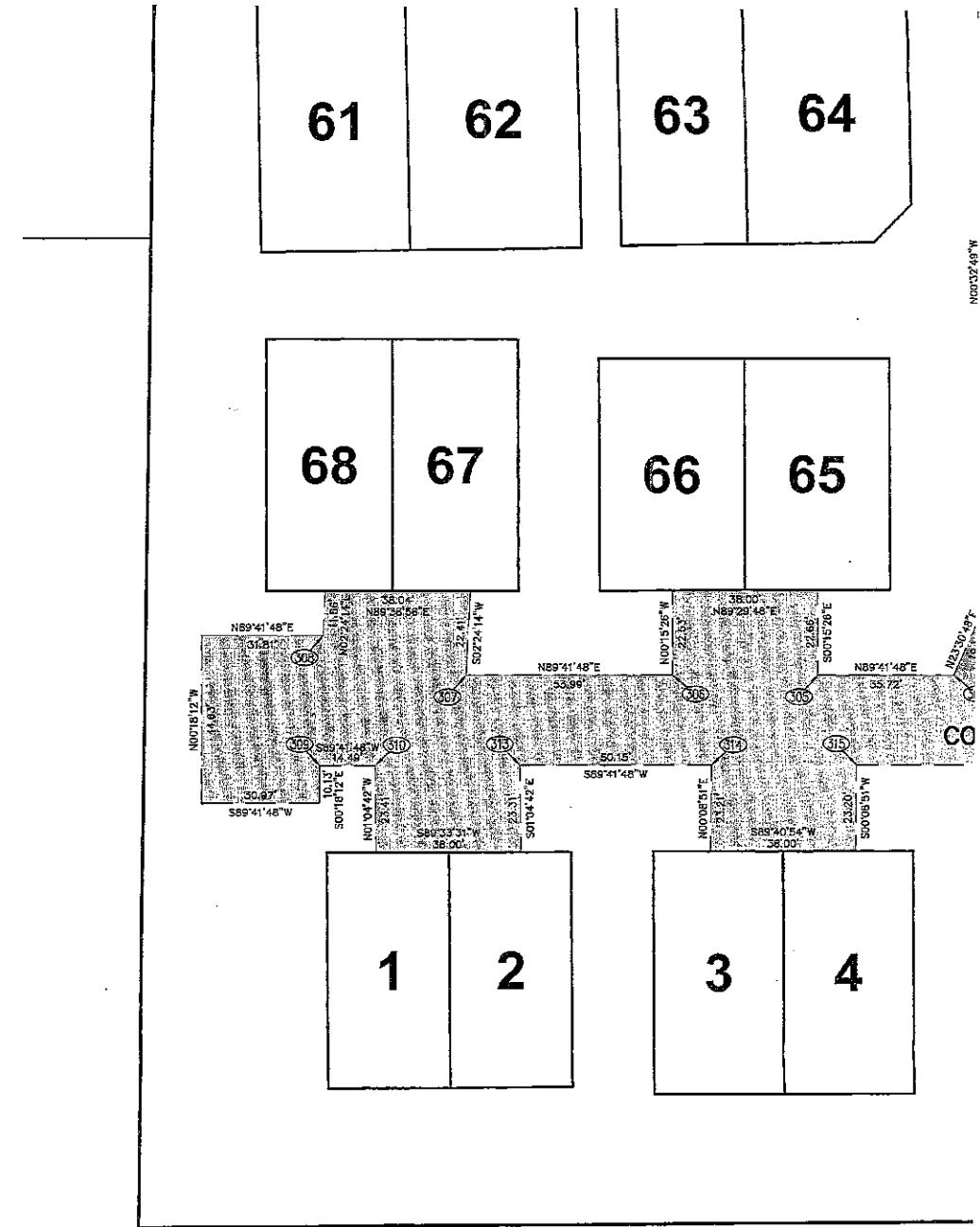


240.23'




521.81'
S06°31'07"E
UNSUBDIVIDED

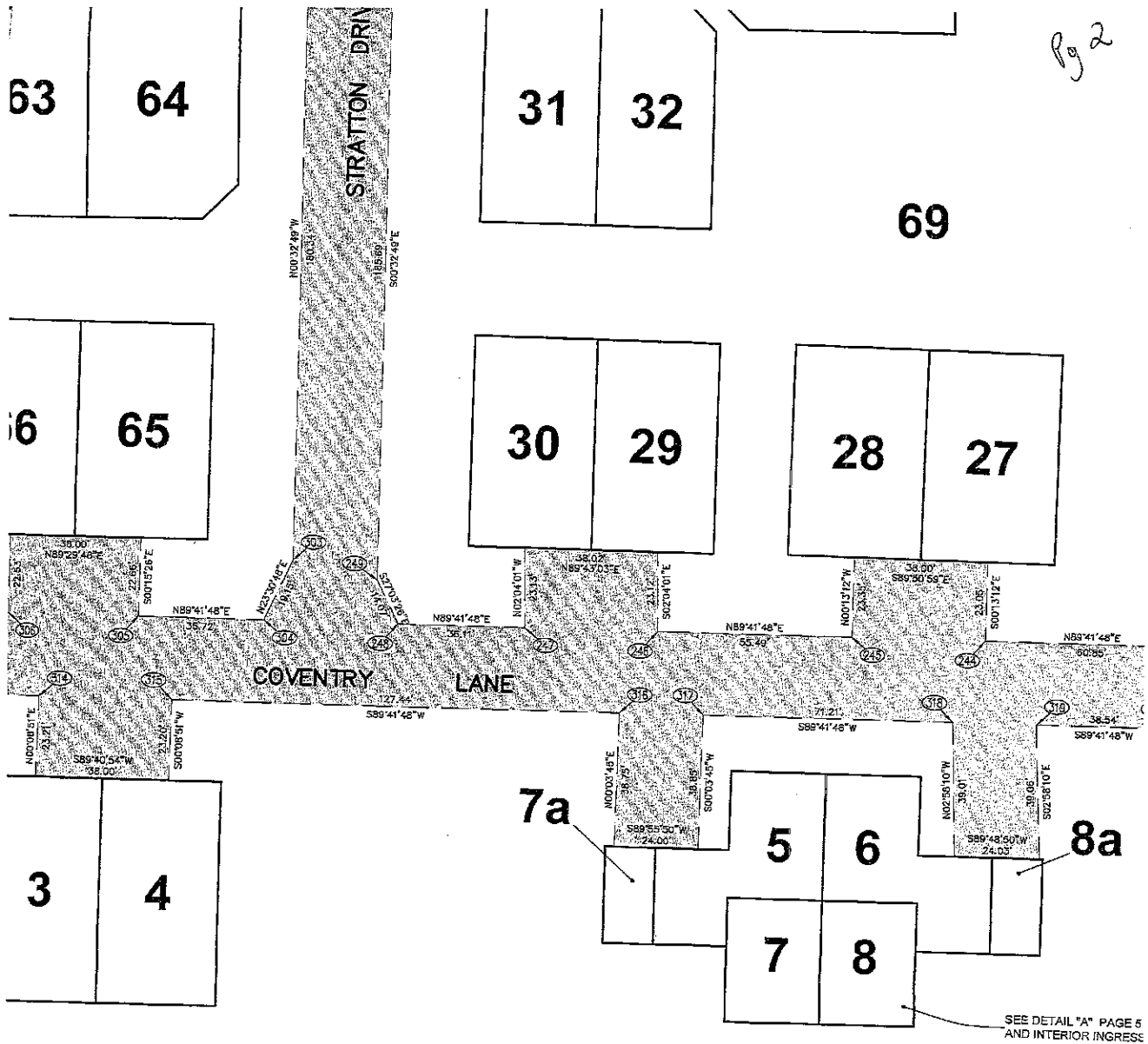
pg 2



REVISED STREET NAME SEPTEMBER 19, 2018 (BB)
REVISED PER EMAIL SEPTEMBER 18, 2018 [RJT]

ORDERED BY: KATTEN MUCHIN ROSENMAN LLP		CHECKED:	DRAWN:
ADDRESS: COVENTRY VILLAGE, STERLING			RJT
 GREMLEY & BIEDERMANN A DIVISION OF PLCS, CORPORATION LICENSE NO. 164-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM			
ORDER NO.	DATE:	PAGE NO.	
2015-21430-001	MAY 1, 2017	2 OF 5	
SCALE:			
1 INCH = 30 FEET			

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745.92'
S89°28'53\"W

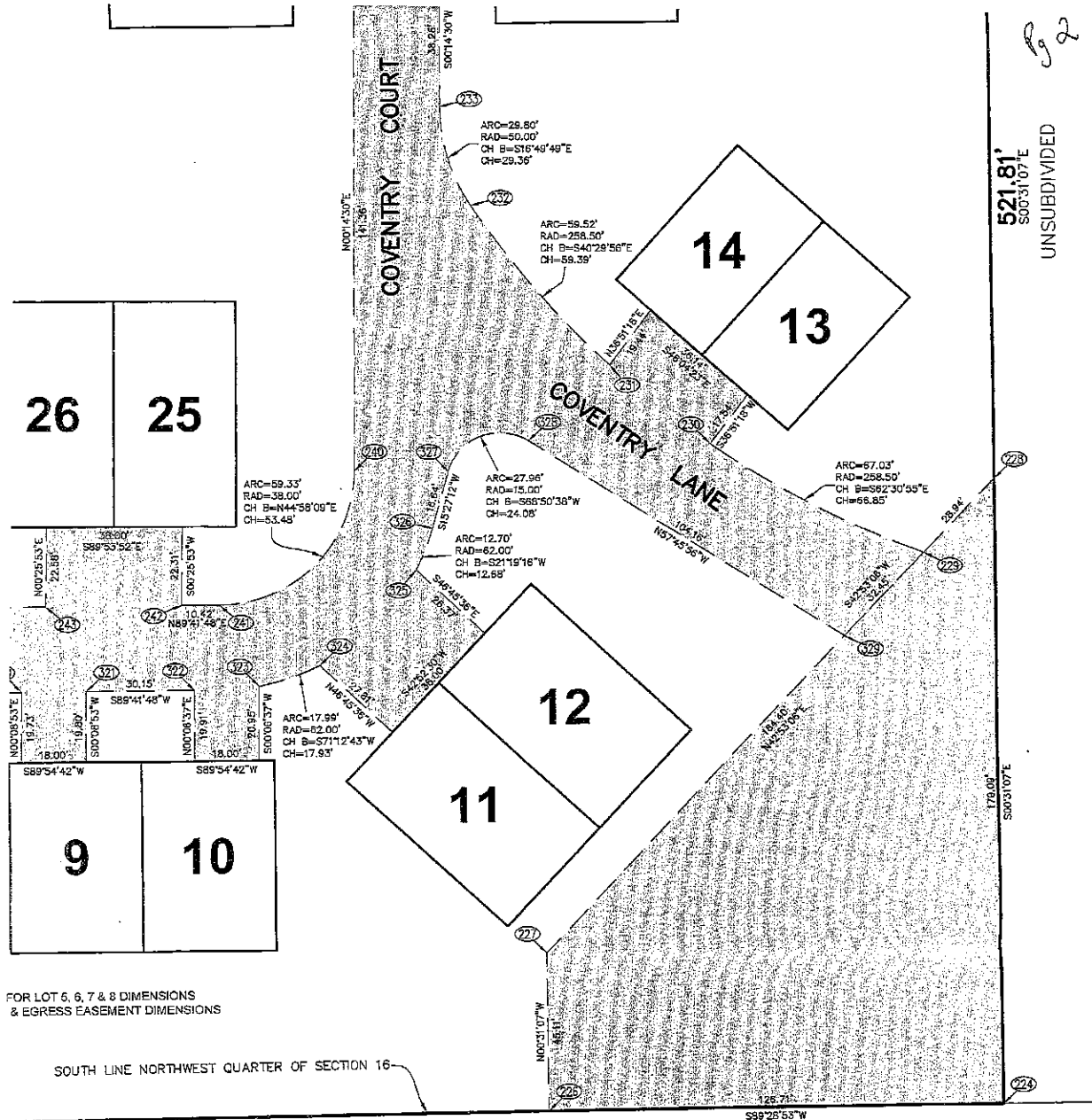
WEST 23rd STREET

(ST. MARY'S STREET)
(RECORD 66 FT. PUBLIC R.O.W.)

SEE DETAIL "A" PAGE 5
AND INTERIOR INGRESS

pg 2

521.81'
S00°31'07"E
UNSUBDIVIDED



Pg 3



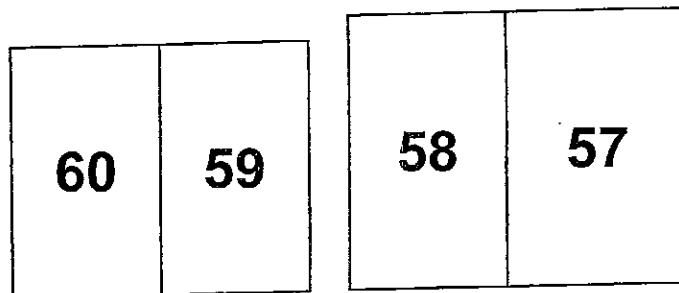
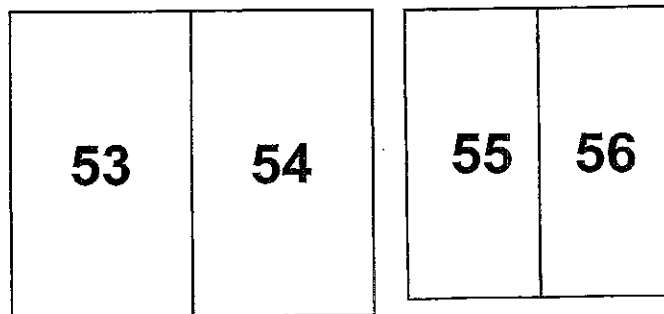
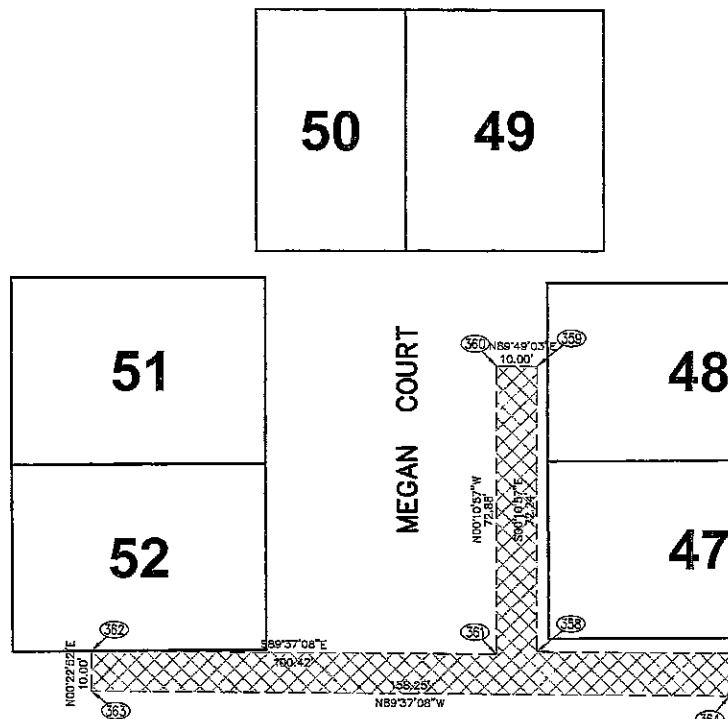
GRAPHIC SCALE



(IN FEET)
1" = 30'

WEST

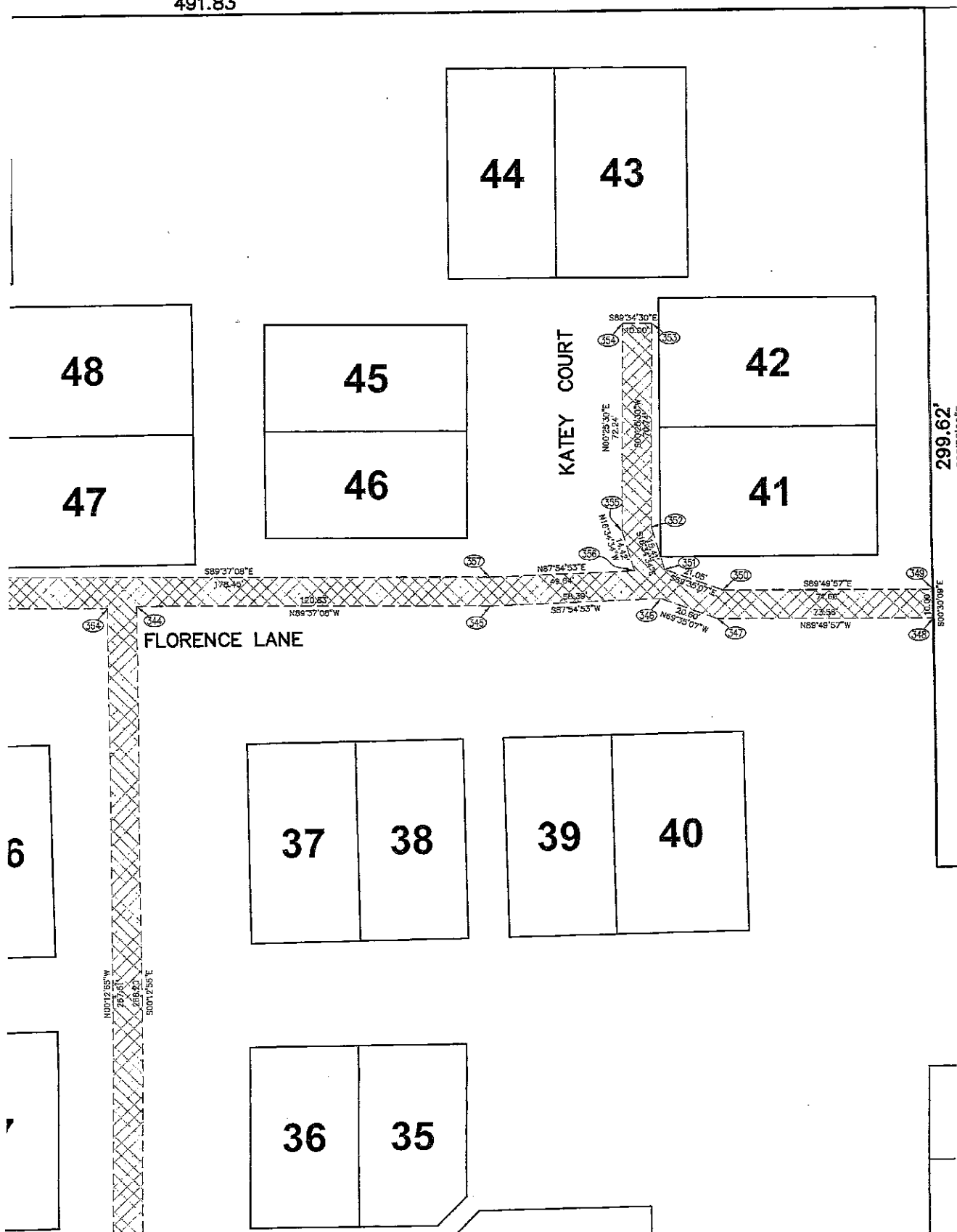
SOUTHERLY LINE OF WEST LYNN BOULEVARD



ST QUARTER OF SECTION 16
1"E (ASSUMED)
21.75'

N00°25'55"W

N89°29'51"E
491.83'



893

FINAL PLAT OF SUBDIVISION COVENTRY VILLAGE

12.2842 ACRES ± (TOTAL SUBDIVISION)
BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE 4TH P.M.
IN THE CITY OF STERLING, WHITESIDE COUNTY, ILLINOIS.

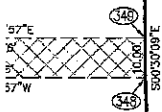
EASEMENT FOR WATERMAIN
SEE PAGE 5 FOR COORDINATE TABLE



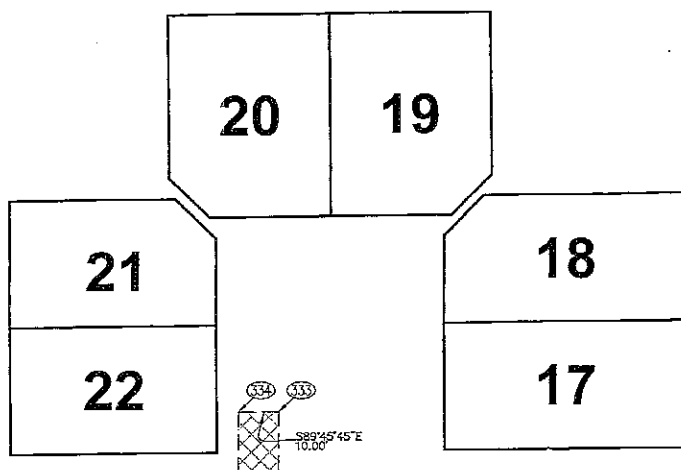
EASEMENT FOR WATERMAIN HEREBY GRANTED

===== SUBDIVISION BOUNDARY
===== LOT LINES PER THIS PLAT

299.62'
S00°30'09"E
UNSUBDIVIDED

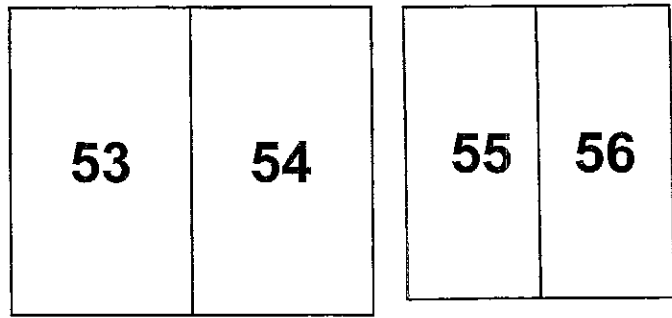


240.23'

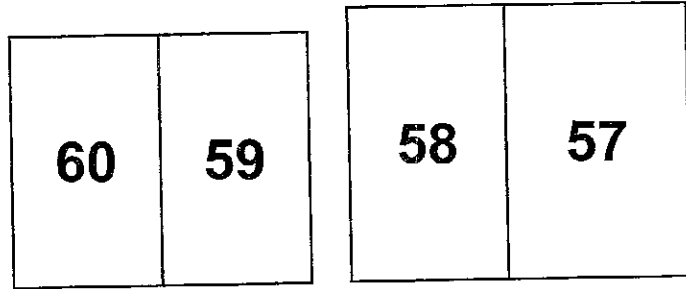


Pg 3

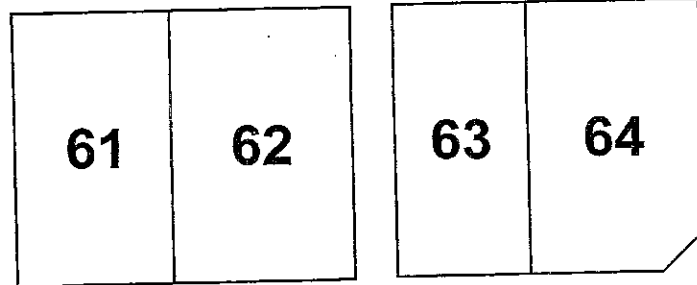
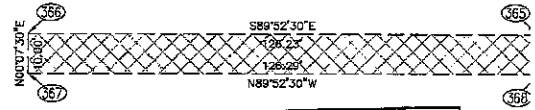
WEST LINE NORTHWEST QUARTER OF SECTION 16
N00°27'11"E (ASSUMED)
821.75'



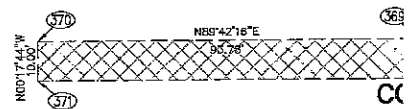
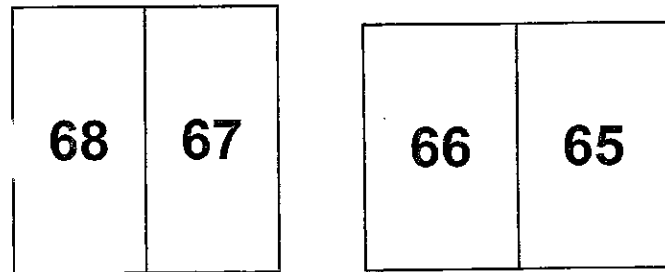
N00°12'55"W



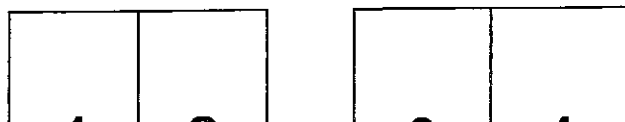
VILLAGE LANE



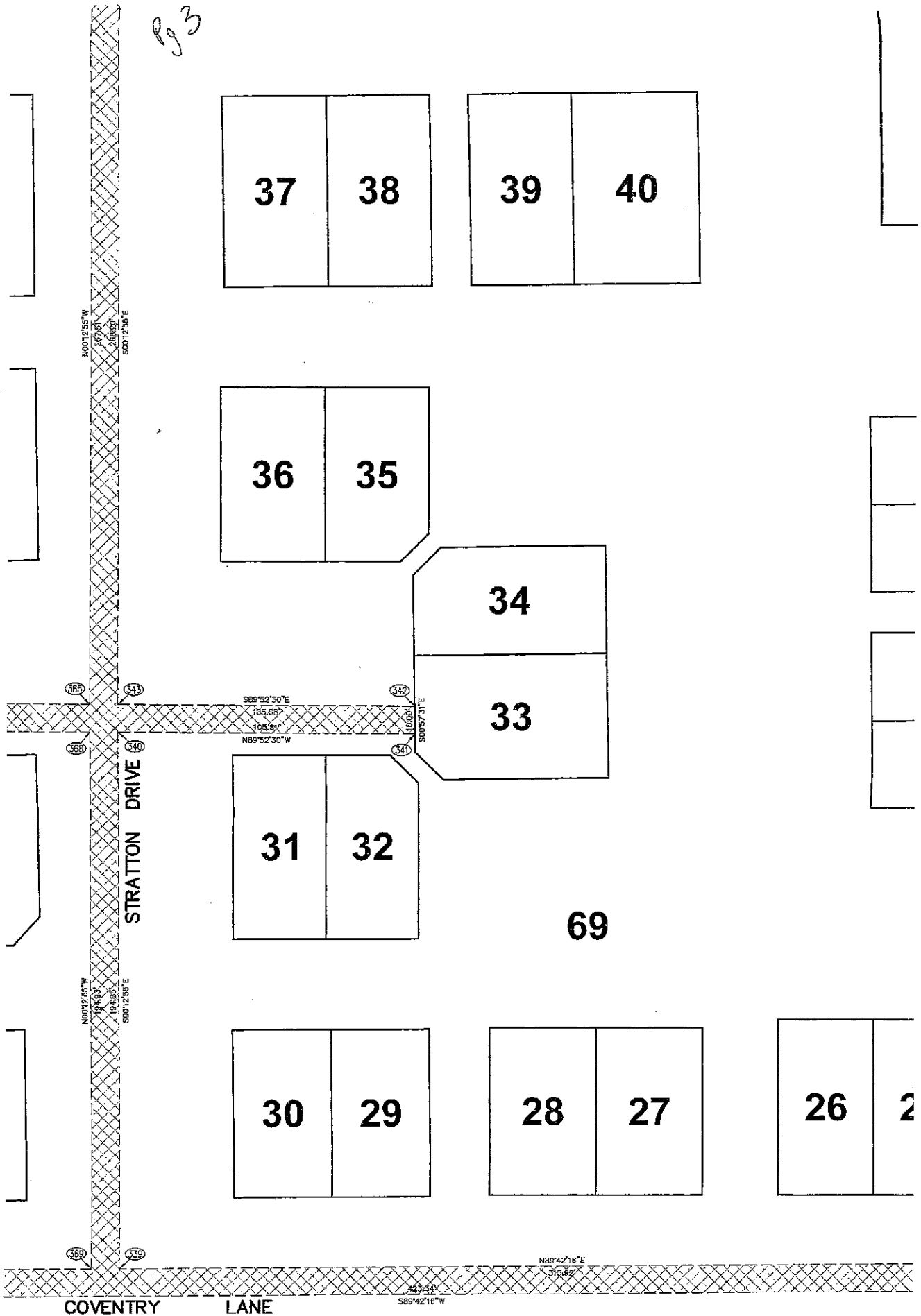
N00°12'55"W



CC

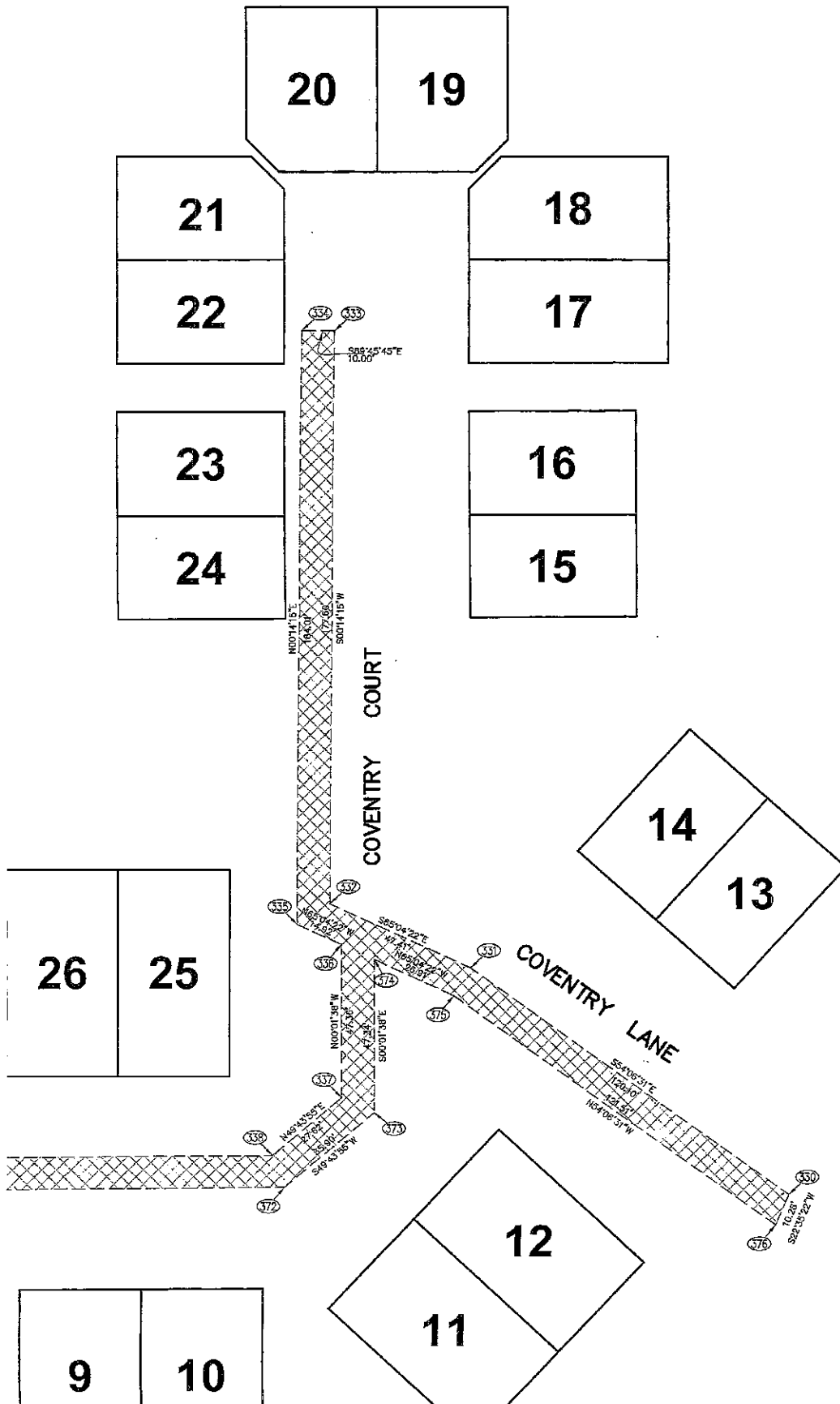


pg 3



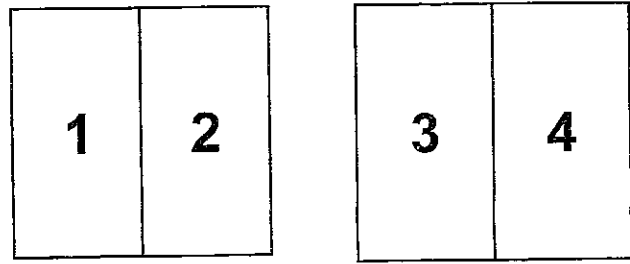
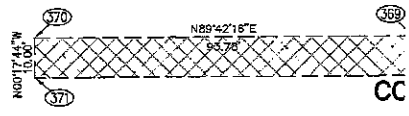
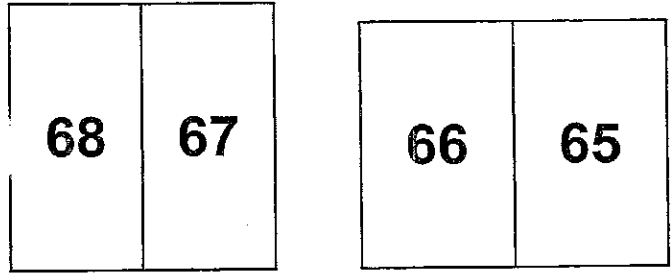
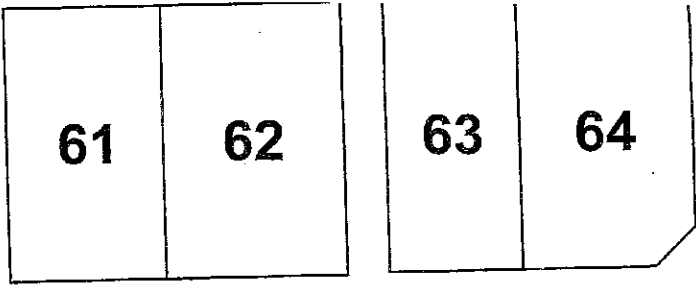
Pg 3

240.23'




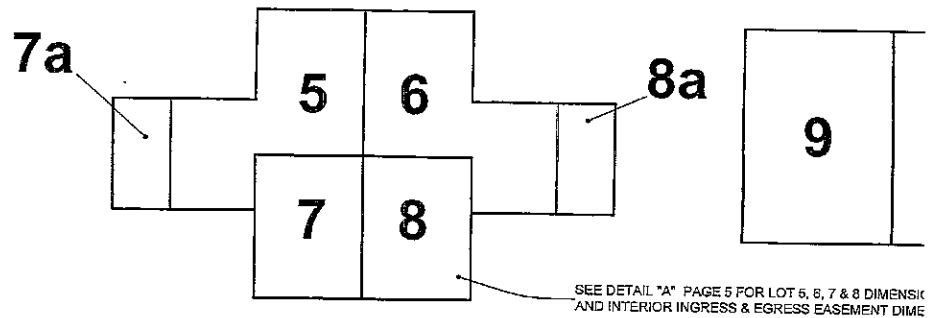
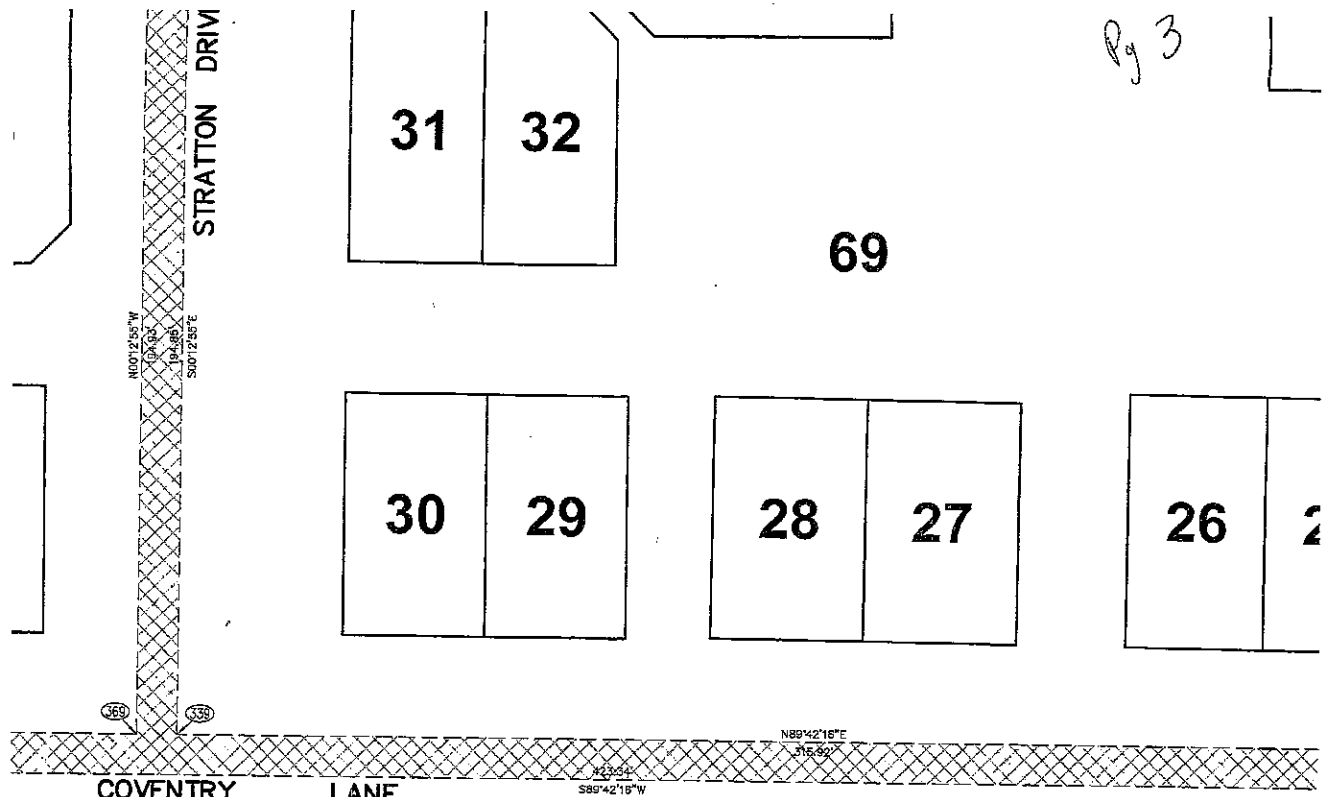
521.81'
S06°31'07"E
UNSUBDIVIDED

Pg 3



REVISED STREET NAME SEPTEMBER 19, 2018 (BB)
REVISED PER EMAIL SEPTEMBER 18, 2018 [RJT]

ORDERED BY: KATTEN MUCHIN ROSENMAN LLP	CHECKED: [initials]	DRAWN: RJT
ADDRESS: COVENTRY VILLAGE, STERLING		
 GREMLEY & BIEDERMANN A Division of PLCS, CORPORATION LICENSE No. 184-005332 PROFESSIONAL LAND SURVEYORS 4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-6102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM		
ORDER NO. 2015-21430-001	DATE: MAY 1, 2017 SCALE: 1 INCH = 30 FEET	PAGE NO. 3 OF 5



SOUTH LINE NORTH

745.92'
S89°28'53"W
WEST 23rd STREET
(ST. MARY'S STREET)
(RECORD 66 FT. PUBLIC R.O.W.)

Pg 4



GRAPHIC SCALE



(IN FEET)
1" = 30'

WEST

SOUTHERLY LINE OF WEST LYNN BOULEVARD

50

49

51

52

48

47

MEGAN COURT

402

401

N85°59'47"E
10.00'

N01°00'13"W
44.28'

N42°01'15"E
90.00'

403

404

S89°46'20"E
105.29'

134.23'

N89°46'20"W

53

54

55

56

60

59

58

57

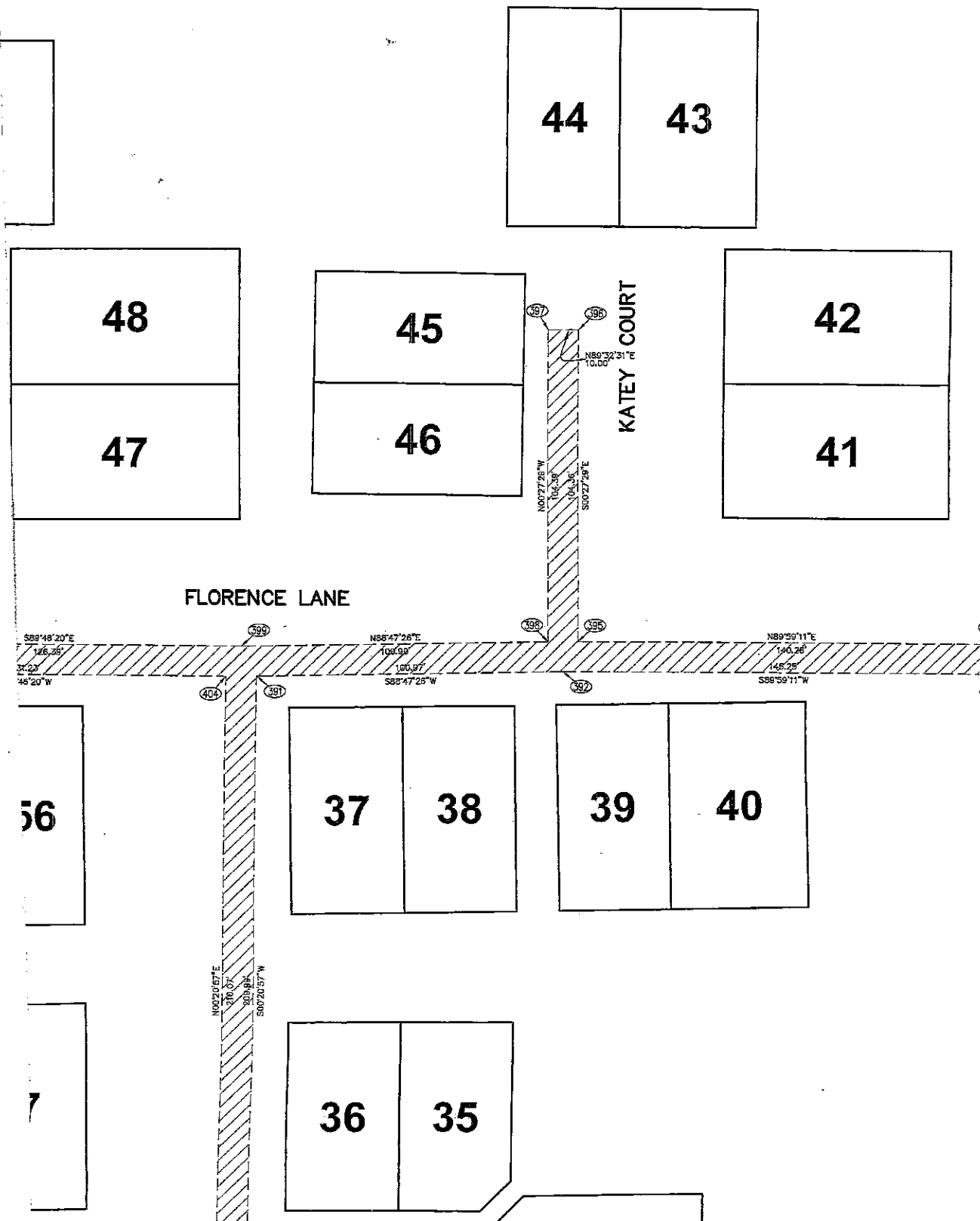
1/4 QUARTER OF SECTION 16
"E (ASSUMED)
1.75'

pg 4

WEST LYNN BOULEVARD

(RECORD 100 FT. PUBLIC R.O.W.)

N89°29'51"E
491.83'

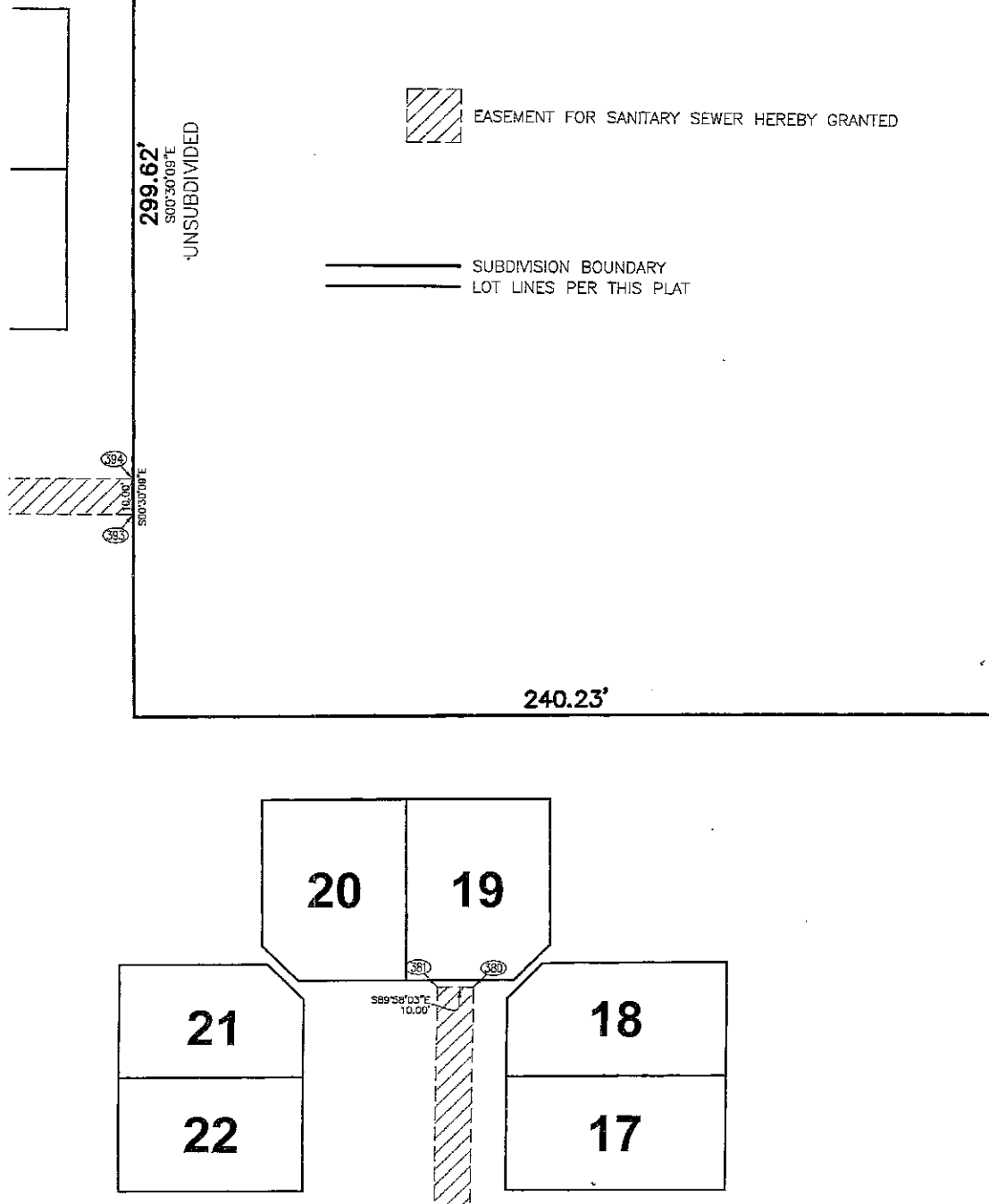


Pg 4

FINAL PLAT OF SUBDIVISION COVENTRY VILLAGE

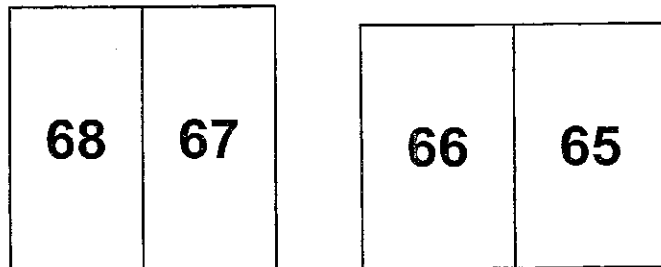
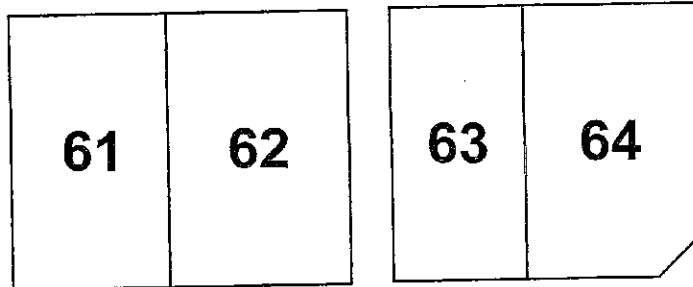
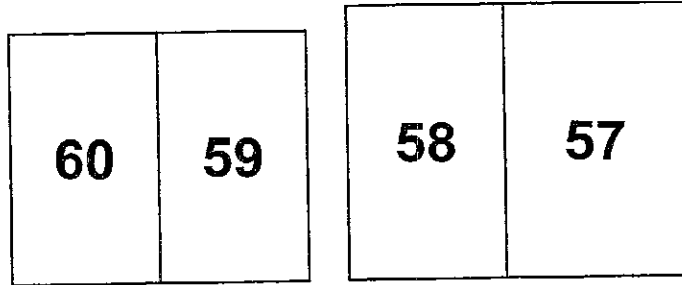
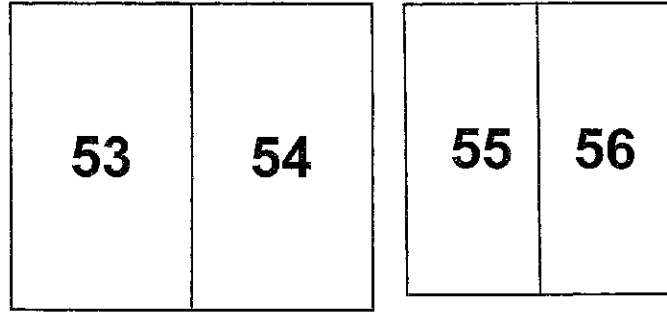
12.2842 ACRES ± (TOTAL SUBDIVISION)
BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE 4TH P.M.
IN THE CITY OF STERLING, WHITESIDE COUNTY, ILLINOIS.

EASEMENT FOR SANITARY SEWER
SEE PAGE 5 FOR COORDINATE TABLE



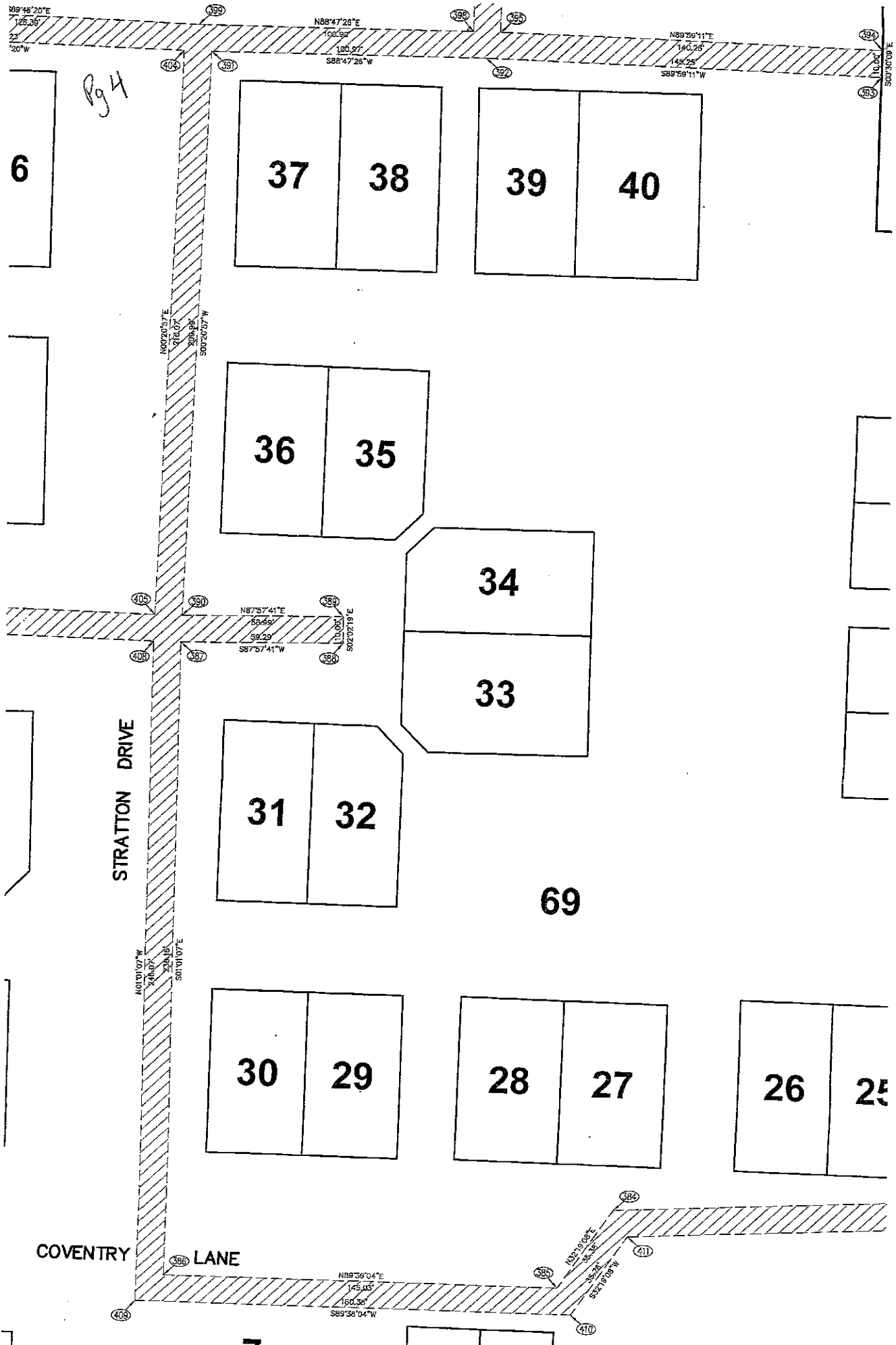
Pg 4

WEST LINE NORTHWEST QUARTER OF SECTION 18
N00°27'11"E (ASSUMED)
821.75'



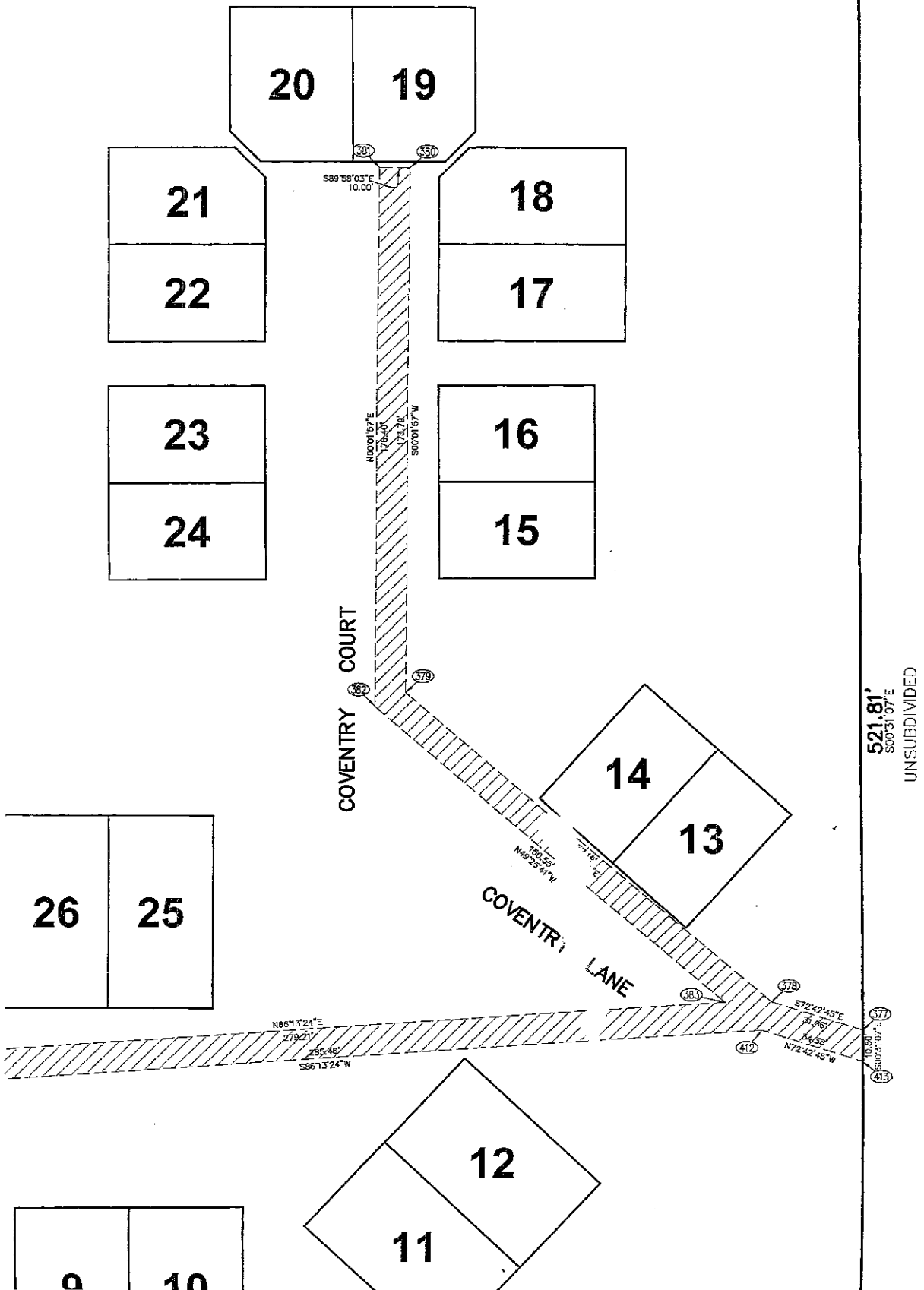
CO





Pg 4

240.23'



Pg 4

61

62

63

64

68

67

66

65

CO


1

2

3

4

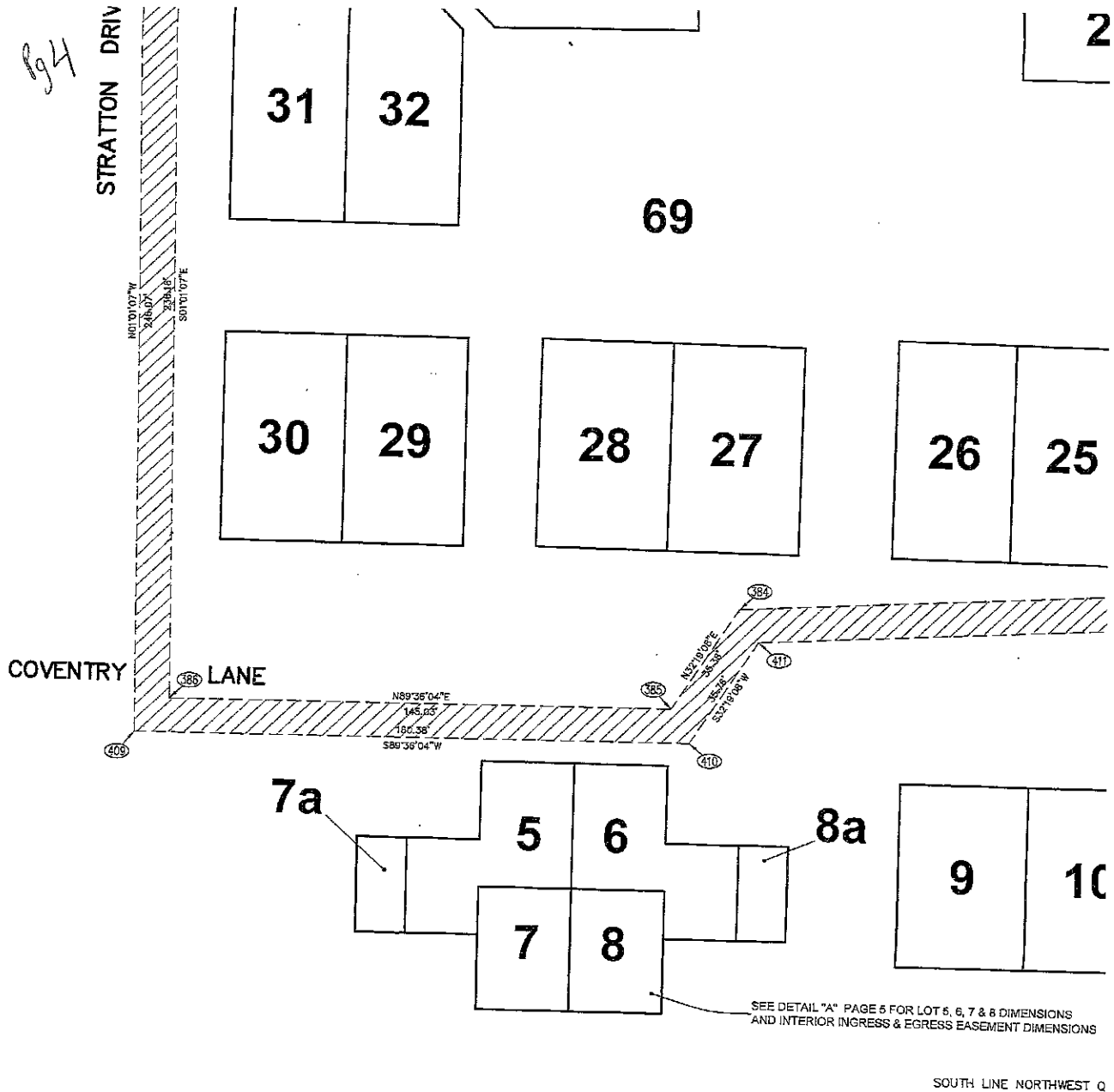
REVISED STREET NAME SEPTEMBER 19, 2018 (BB)
REVISED PER EMAIL SEPTEMBER 18, 2018 [RJT]

ORDERED BY: KATTEN MUCHIN ROSENMAN LLP	CHECKED: [initials]	DRAWN: RJT
ADDRESS: COVENTRY VILLAGE, STERLING		
		
GREMLEY & BIEDERMANN		
A Division of PLCS, CORPORATION LICENSE No. 04-005332 PROFESSIONAL LAND SURVEYORS		
4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630 TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM		

ORDER NO. 2015-21430-001	DATE: MAY 1, 2017 SCALE: 1 INCH = 30 FEET	PAGE NO. 4 OF 5
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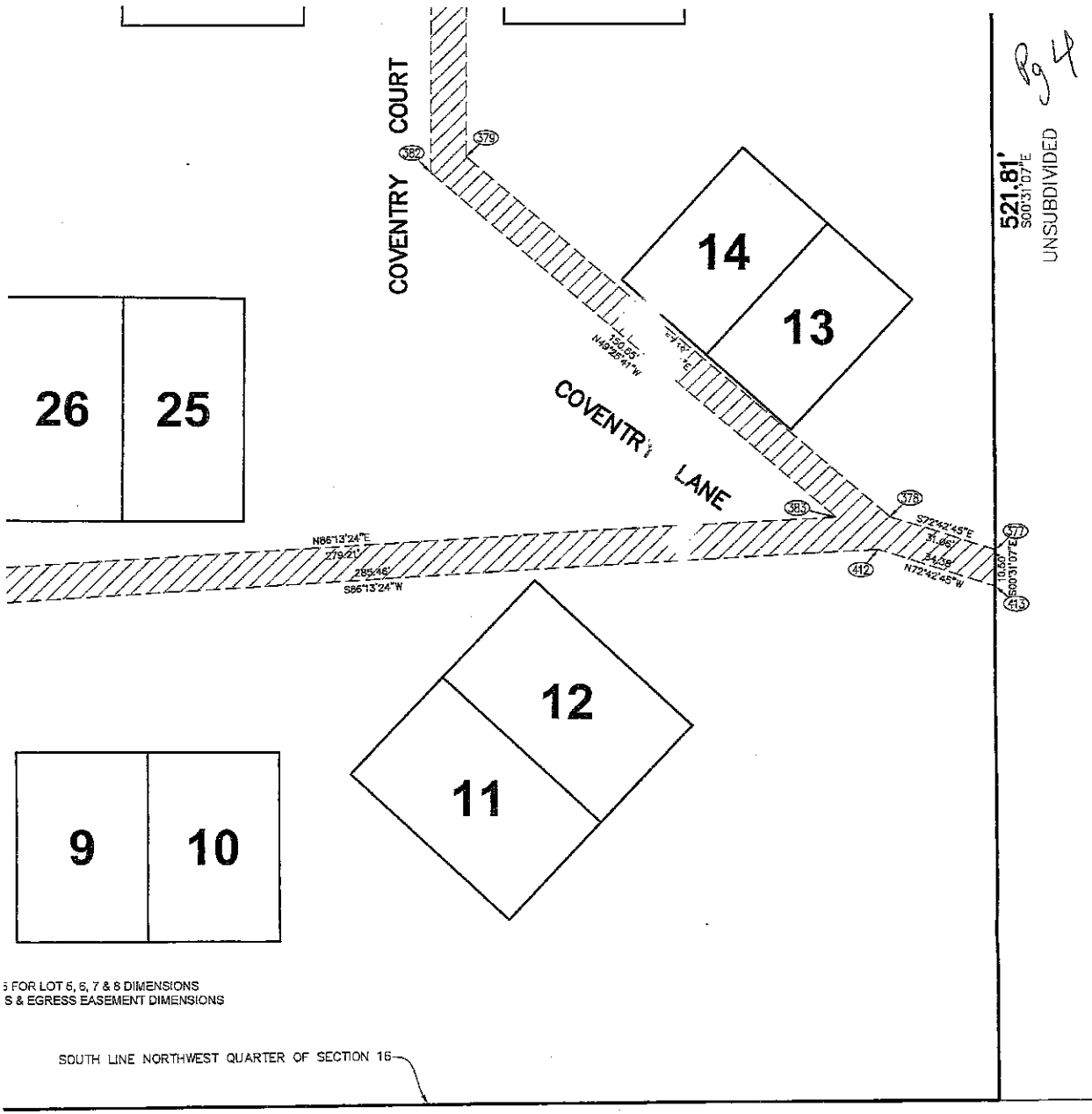
G:\CAD\2015\2015-21430\2015-21430-001 P2 P3 P4.dwg

pg 4



Pg 4

521.81'
S00°31'07"E
UNSUBDIVIDED



5 FOR LOT 5, 6, 7 & 8 DIMENSIONS
S & EGRESS EASEMENT DIMENSIONS

Pg 5

EASEMENT FOR IN
COORDII

CITY OF STERLING - PLANNING COMMISSION APPROVAL

STATE OF ILLINOIS)
COUNTY OF WHITESIDE) SS

WE, THE UNDERSIGNED, MEMBERS OF THE PLANNING COMMISSION FOR THE CITY OF STERLING, HEREBY APPROVE THE PLAT OF THE SUBDIVISION AS SET FORTH HEREON.

GIVEN UNDER OUR HANDS AND SEALS THIS 7th DAY OF August, A.D. 20 18.

Don C. Morris
CHAIRMAN

CITY OF STERLING - ACCEPTANCE RESOLUTION

STATE OF ILLINOIS)
COUNTY OF WHITESIDE) SS

WHEREAS, W.C. Sterling LLC OWNERS OF THE LAND SHOWN HEREON, HAS CAUSED SAME TO BE SUBDIVIDED AND PLATTED AS SHOWN AND

WHEREAS, THE SAID LAND LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF STERLING, WHITESIDE COUNTY, ILLINOIS,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF STERLING, THAT THE PLAT HEREON BE ACCEPTED AND APPROVED SUBJECT TO THE PROVISIONS OF ALL APPLICABLE ORDINANCES OF THE CITY OF STERLING.

PASSED THIS 7th DAY OF August, A.D. 20 18.

Chad L. "Skip" Lee
MAYOR

Marco Bonaiuto
CITY CLERK

DRAINAGE CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF WHITESIDE) SS

NO PART OF THE PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

DATED THIS 5th DAY OF September, A.D. 20 18.

Dana Nelson
ACKNOWLEDGMENT

Dana Nelson
ON BEHALF OF W.C. Sterling LLC

COUNTY CLERK TAX CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF WHITESIDE) SS

I, Dana Nelson, COUNTY CLERK IN AND FOR WHITESIDE COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS AND HAVE FOUND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS AND UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AND PLATTED HEREON.

Point	North
224	18731
226	18731
227	18732
228	18733
229	18733
230	18733
231	18733
232	18734
233	18734
234	18734
235	18735
236	18735
237	18735
238	18735
239	18737
240	18733
241	18733
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321	18733
322	18733
323	18733
324	18733
325	18733
326	18733
327	18733
328	18733
329	18733

EASEMENT FOR INGRESS AND EGRESS
COORDINATE TABLE

Point	Northing	Eastings
224	1873185.814	2422274.530
226	1873164.687	2422147.826
227	1873209.777	2422147.418
228	1873344.892	2422272.908
229	1873323.688	2422253.215
230	1873354.538	2422193.913
231	1873377.164	2422165.882
232	1873422.327	2422127.310
233	1873450.427	2422118.810
234	1873488.685	2422118.972
235	1873522.713	2422119.115
236	1873567.179	2422119.303
237	1873567.015	2422095.302
238	1873522.552	2422095.114
239	1873488.461	2422094.971
240	1873347.099	2422094.574
241	1873309.260	2422056.576
242	1873309.205	2422046.156
243	1873309.004	2422008.152
244	1873308.681	2421947.308
245	1873308.480	2421909.308
246	1873308.186	2421853.822
247	1873307.985	2421815.804
248	1873307.794	2421778.686
249	1873320.324	2421773.255
250	1873308.004	2421771.523
251	1873518.099	2421781.557
252	1873515.674	2421818.409
253	1873539.974	2421816.353
254	1873540.135	2421771.198
255	1873738.743	2421769.302
256	1873753.885	2421784.142
257	1873754.243	2421817.698
258	1873754.520	2421843.698
259	1873755.182	2421906.884
260	1873755.459	2421931.884
261	1873756.494	2422028.959
262	1873780.493	2422028.748
263	1873779.466	2421932.361
264	1873793.785	2421917.207
265	1873825.934	2421915.704
266	1873851.955	2421914.490
267	1873851.037	2421890.507
268	1873825.030	2421891.721
269	1873794.589	2421893.143
270	1873778.890	2421878.319
271	1873776.879	2421869.591
272	1873786.717	2421679.486
273	1873823.966	2421678.885
274	1873849.963	2421678.465
275	1873849.279	2421654.473
276	1873823.282	2421654.893
277	1873786.572	2421655.485
278	1873776.411	2421645.593
279	1873775.579	2421587.514
280	1873751.580	2421567.770
281	1873751.881	2421594.152
282	1873752.138	2421620.150
283	1873752.782	2421680.529
284	1873753.058	2421706.528
285	1873753.310	2421730.145
286	1873738.454	2421745.304
287	1873549.505	2421747.107
288	1873539.412	2421736.905
289	1873540.109	2421702.560
290	1873539.973	2421697.511
291	1873539.269	2421671.520
292	1873537.669	2421612.406
293	1873536.985	2421586.412
294	1873536.567	2421571.338
295	1873512.568	2421571.988
296	1873512.845	2421582.293
297	1873513.549	2421608.288
298	1873515.268	2421671.817
299	1873515.972	2421697.821
300	1873516.103	2421702.641
301	1873515.390	2421737.731
302	1873505.488	2421747.527
303	1873325.154	2421749.248
304	1873307.592	2421741.607
305	1873307.403	2421705.890
306	1873307.202	2421667.890
307	1873306.916	2421613.898
308	1873317.217	2421576.287
309	1873282.713	2421575.633
310	1873282.790	2421590.127
313	1873282.991	2421628.130
314	1873283.257	2421678.252
315	1873283.456	2421716.283
316	1873284.133	2421843.720
317	1873284.280	2421867.720
318	1873284.637	2421938.925
319	1873284.764	2421962.951
320	1873284.988	2422001.489
321	1873285.063	2422019.490
322	1873285.223	2422049.644
323	1873286.293	2422067.646
324	1873282.067	2422064.620
325	1873318.930	2422111.524
326	1873330.758	2422116.133
327	1873346.779	2422120.567
328	1873355.470	2422143.028
329	1873299.912	2422231.133

LOT CORNER
COORDINATE TABLE

Point	Northing	Eastings
1	1873259.288	2421577.711
2	1873259.535	2421609.710
3	1873259.781	2421641.708
4	1873186.783	2421642.194
5	1873186.537	2421610.195
6	1873198.290	2421578.198
7	1873259.961	2421663.239
8	1873260.150	2421697.239
9	1873280.339	2421731.238
10	1873195.340	2421731.600
11	1873195.151	2421697.600
12	1873194.962	2421683.601
13	1873245.378	2421841.042
14	1873245.395	2421855.428
15	1873245.421	2421876.529
16	1873268.461	2421876.477
17	1873268.523	2421903.477
18	1873268.585	2421930.477
19	1873245.641	2421930.529
20	1873245.710	2421951.620
21	1873245.767	2421965.942
22	1873217.755	2421965.918
23	1873217.722	2421951.683
24	1873217.674	2421930.593
25	1873195.585	2421930.643
26	1873195.523	2421903.643
27	1873195.462	2421876.643
28	1873217.552	2421876.593
29	1873217.456	2421855.558
30	1873217.391	2421841.288
31	1873285.233	2421997.840
32	1873285.290	2422034.840
33	1873285.347	2422071.840
34	1873211.347	2422071.923
35	1873211.290	2422034.923
36	1873211.233	2421997.923
37	1873258.100	2422091.866
38	1873285.948	2422117.812
39	1873314.796	2422143.667
40	1873273.291	2422188.370
41	1873245.443	2422182.515
42	1873217.595	2422136.660
43	1873401.318	2422187.968
44	1873436.262	2422202.045
45	1873417.880	2422225.853
46	1873396.498	2422249.661
47	1873358.505	2422215.584
48	1873379.936	2422191.778
49	1873473.994	2422134.730
50	1873505.993	2422134.453
51	1873537.991	2422134.178
52	1873538.433	2422185.174
53	1873506.435	2422185.451
54	1873474.435	2422185.728
55	1873552.750	2422133.977
56	1873584.749	2422133.730
57	1873606.749	2422133.561
58	1873616.826	2422143.484
59	1873617.218	2422154.482
60	1873585.219	2422184.728
61	1873553.220	2422184.975
62	1873663.088	2422145.112
63	1873622.089	2422145.398
64	1873612.019	2422135.458
65	1873611.810	2422105.409
66	1873611.601	2422075.470
67	1873621.531	2422068.400
68	1873662.530	2422065.114
69	1873662.809	2422055.113
70	1873615.936	2422025.953
71	1873616.244	2422066.952
72	1873606.320	2422077.027
73	1873584.320	2422077.192
74	1873652.321	2422077.433
75	1873551.938	2422026.434
76	1873583.937	2422026.194
77	1873537.151	2422026.808
78	1873537.529	2422077.607
79	1873505.530	2422077.844
80	1873473.531	2422078.081
81	1873473.153	2422027.083
82	1873505.152	2422026.845
83	1873395.456	2422061.426
84	1873331.484	2422061.311
85	1873331.544	2422027.311
86	1873331.805	2421993.311
87	1873395.605	2421993.426
88	1873395.544	2422027.426
89	1873392.684	2421966.395
90	1873331.684	2421966.235
91	1873331.784	2421928.235
92	1873331.884	2421890.235
93	1873392.883	2421890.395
94	1873392.784	2421928.395
95	1873392.388	2421868.734
96	1873331.368	2421869.035
97	1873331.196	2421834.035
98	1873331.023	2421799.035
99	1873392.022	2421798.735
100	1873392.195	2421833.734
101	1873425.048	2421798.915
102	1873492.047	2421798.693
103	1873492.156	2421831.683
104	1873492.232	2421854.683
105	1873482.285	2421864.726
106	1873425.266	2421864.914

WATERMAIN EASEMENT
COORDINATE TABLE

Point	Northing	Eastings
330	1873284.462	2422232.310
331	1873364.874	2422135.009
332	1873384.854	2422092.020
333	1873562.450	2422092.757
334	1873562.492	2422092.757
335	1873378.486	2422081.994
336	1873372.200	2422095.520
337	1873324.841	2422095.543
338	1873308.887	2422074.466
339	1873305.356	2421758.548
340	1873500.209	2421757.816
341	1873499.978	2421863.624
342	1873509.979	2421863.457
343	1873510.209	2421757.778
344	1873778.412	2421755.777
345	1873777.608	2421877.598
346	1873779.732	2421935.951
347	1873772.546	2421955.259
348	1873772.331	2422028.620
349	1873782.331	2422028.732
350	1873782.541	2421987.074
351	1873789.882	2421937.348
352	1873804.652	2421932.952
353	1873875.394	2421933.476
354	1873875.469	2421925.477
355	1873803.232	2421922.941
356	1873789.415	2421927.053
357	1873787.609	2421877.449
358	1873788.796	2421899.004
359	1873881.036	2421898.774
360	1873788.124	2421889.006
361	1873788.792	2421858.593
362	1873778.792	2421588.527
363	1873777.739	2421746.773
364	1873810.231	2421747.778
365	1873510.508	2421621.547
366	1873500.508	2421621.525
367	1873500.231	2421747.816
368	1873305.304	2421748.548
369	1873304.821	2421554.770
370	1873294.821	2421654.822
371	1873297.005	2422078.155
372	1873320.208	2422105.545
373	1873367.561	2422105.523
374	1873356.210	2422129.825
375	1873284.975	2422228.363

SANITARY SEWER EASEMENT
COORDINATE TABLE

Point	Northing	Eastings
377	1873324.666	2422273.092
378	1873333.698	2422243.430
379	1873436.132	2422124.033
380	1873509.924	2422124.132
381	1873509.930	2422114.132
382	1873431.532	2422114.031
383	1873333.611	2422228.390
384	1873315.220	2421949.789
385	1873285.319	2421930.873
386	1873284.309	2421785.847
387	1873520.432	2421781.650
388	1873522.541	2421840.900
389	1873532.535	

Pg 5

FINAL PLAT OF SUBDIVISION COVENTRY VILLAGE

MENT
BLE

Easting
2422232.310
2422135.009
2422092.020
2422092.757
2422082.757
2422081.994
2422095.520
2422095.543
2422074.486
2421758.548
2421757.816
2421863.624
2421863.457
2421757.778
2421756.771
2421877.598
2421935.951
2421955.259
2422028.820
2422028.732
2421957.074
2421937.348
2421932.952
2421933.476
2421923.477
2421922.941
2421927.053
2421877.449
2421699.004
2421698.774
2421688.774
2421689.006
2421588.593
2421588.527
2421746.773
2421747.778
2421621.547
2421621.525
2421747.816
2421748.548
2421654.770
2421654.822
2422078.155
2422105.545
2422105.523
2422129.925
2422228.363

12.2842 ACRES ± (TOTAL SUBDIVISION)

BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF
SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE 4TH P.M.
IN THE CITY OF STERLING, WHITESIDE COUNTY, ILLINOIS.

COUNTY RECORDER'S CERTIFICATION

FILED FOR RECORD THIS 9th DAY OF October, A.D. 2018 AT
3:12 P.M. O'CLOCK, as Document Number 2018-05590

Dawn M. Young by Kathie Huett

Deputy Recorder

Dawn M. Young
Whiteside County Recorder

ASEMENT
ABLE

Easting
2422273.092
2422243.430
2422124.033
2422124.132
2422114.132
2422114.031
2422228.390
2421949.789
2421930.873
2421785.847
2421781.650
2421840.900
2421840.544
2421781.595
2421782.874
2421883.826
2422029.081
2422028.993
2421888.733
2421887.899
2421877.899
2421878.734
2421777.861
2421651.474
2421649.638
2421639.639
2421641.646
2421772.874
2421771.593
2421560.583
2421560.534
2421771.651
2421776.025
2421936.403
2421955.521
2422240.363
2422273.187

OWNER'S CERTIFICATE

STATE OF New York)
COUNTY OF New York) SS

WC Sterling LLC, DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE
PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE
SURVEYED AND SUBDIVIDED AS SHOWN HEREON.

DATED THIS 09 DAY OF June, A.D. 20 18

BY: Ann B. Haight

pg 5

DRAINAGE CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF WHITESIDE) SS

NO PART OF THE PROPERTY COVERED BY THIS PLAT OR SUBDIVISION IS SITUATED WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 640 ACRES OR MORE.

DATED THIS 5TH DAY OF SEPTEMBER A.D. 2018.

Dennis Whiteside
ACKNOWLEDGMENT:
Ann B. Lynn
ON BEHALF OF WC-Sterling LLC

COUNTY CLERK TAX CERTIFICATION

STATE OF ILLINOIS)
COUNTY OF WHITESIDE) SS

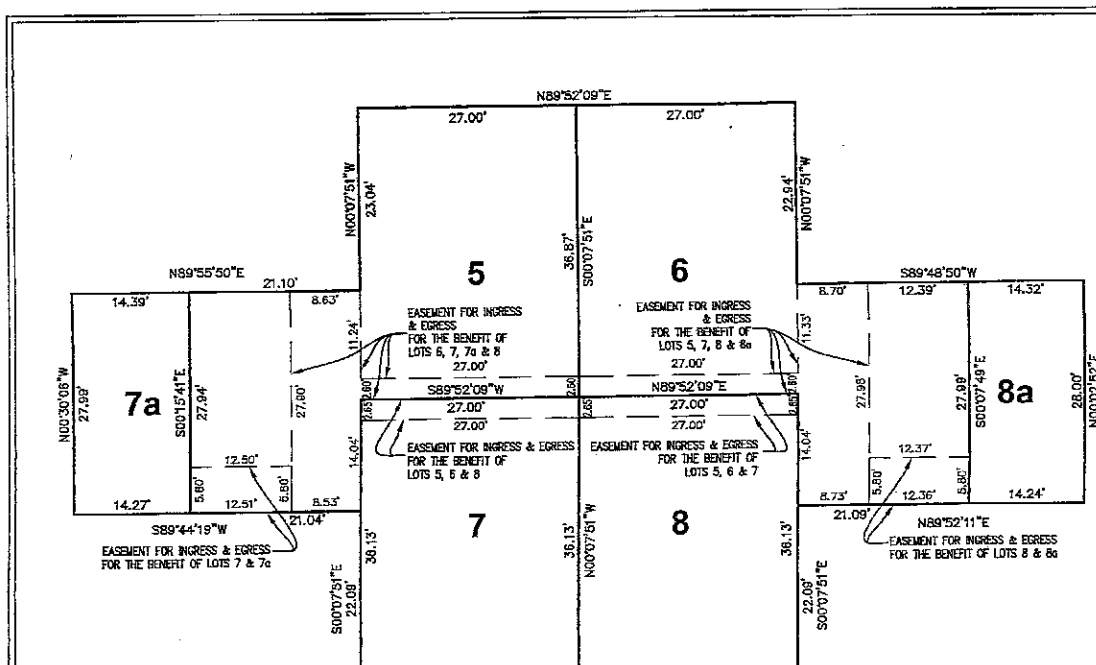
I, Dana Nelson, COUNTY CLERK IN AND FOR WHITESIDE COUNTY IN THE STATE OF ILLINOIS, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE RECORDS AND HAVE FOUND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, DELINQUENT SPECIAL ASSESSMENTS AND UNPAID CURRENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND DESCRIBED AND PLATTED HEREON.

IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED THE SEAL OF SAID COUNTY AT MY OFFICE IN MORRISON IN SAID COUNTY, THIS 17th DAY OF September, A.D. 2018.

Dana Nelson
Whiteside County Clerk



285	1873
286	1873
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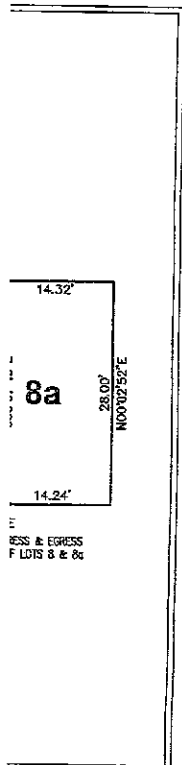


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301	1873515.390	2421737.731
302	1873505.488	2421747.527
303	1873325.154	2421749.248
304	1873307.592	2421741.607
305	1873307.403	2421705.890
306	1873307.202	2421687.890
307	1873306.916	2421613.898
308	1873317.217	2421576.257
309	1873282.713	2421575.633
310	1873282.790	2421590.127
313	1873283.991	2421628.130
314	1873283.257	2421678.282
315	1873283.458	2421716.283
316	1873284.133	2421843.720
317	1873284.260	2421867.720
318	1873284.637	2421938.925
319	1873284.764	2421952.951
320	1873284.968	2422001.489
321	1873285.063	2422019.490
322	1873285.223	2422049.644
323	1873286.293	2422067.646
324	1873292.067	2422084.620
325	1873318.930	2422111.524
326	1873330.739	2422116.133
327	1873348.779	2422120.567
328	1873355.470	2422143.026
329	1873299.912	2422231.133

Pg 5

75	1873551.938	2422026.434
76	1873583.937	2422026.194
77	1873537.161	2422028.808
78	1873537.529	2422077.807
79	1873505.530	2422077.844
80	1873473.531	2422078.081
81	1873473.153	2422027.083
82	1873505.152	2422026.846
83	1873395.484	2422061.426
84	1873331.464	2422081.311
85	1873331.544	2422027.311
86	1873331.605	2421993.311
87	1873395.605	2421993.428
88	1873395.544	2422027.426
89	1873392.684	2421966.395
90	1873331.684	2421966.235
91	1873331.784	2421928.235
92	1873331.884	2421890.235
93	1873392.883	2421890.395
94	1873392.784	2421928.395
95	1873392.358	2421866.734
96	1873331.358	2421869.035
97	1873331.196	2421834.035
98	1873331.023	2421798.035
99	1873392.022	2421798.735
100	1873392.196	2421835.734
101	1873425.048	2421798.915
102	1873492.047	2421798.693
103	1873492.156	2421831.693
104	1873492.232	2421854.693
105	1873482.265	2421864.726
106	1873425.266	2421864.914
107	1873425.157	2421831.915
108	1873484.337	2421932.895
109	1873483.350	2421873.904
110	1873493.181	2421863.738
111	1873528.176	2421863.152
112	1873567.172	2421862.687
113	1873567.338	2421872.498
114	1873569.325	2421931.490
115	1873529.331	2421932.143
116	1873625.185	2421867.854
117	1873572.183	2421868.085
118	1873562.140	2421858.128
119	1873562.023	2421831.129
120	1873561.662	2421794.129
121	1873624.861	2421793.655
122	1873625.022	2421830.855
123	1873729.968	2421793.748
124	1873730.557	2421830.744
125	1873731.105	2421867.739
126	1873682.113	2421868.800
127	1873661.545	2421831.804
128	1873660.976	2421794.808
129	1873731.408	2421881.654
130	1873732.095	2421918.547
131	1873732.932	2421963.639
132	1873663.944	2421964.924
133	1873663.106	2421919.931
134	1873662.418	2421882.938
135	1873884.393	2422009.822
136	1873839.394	2422009.943
137	1873794.394	2422010.064
138	1873794.195	2421936.064
139	1873839.194	2421935.943
140	1873884.194	2421935.822
141	1873964.518	2421945.666
142	1873891.519	2421945.920
143	1873891.362	2421900.920
144	1873891.233	2421863.921
145	1873864.253	2421863.666
146	1873964.362	2421900.666
147	1873875.225	2421870.109
148	1873838.226	2421869.940
149	1873801.226	2421869.771
150	1873801.541	2421800.772
151	1873838.541	2421800.941
152	1873875.540	2421801.109
153	1873792.029	2421701.972
154	1873837.028	2421701.586
155	1873882.026	2421701.201
156	1873882.668	2421776.198
157	1873837.670	2421776.584
158	1873792.672	2421776.969
159	1873951.154	2421714.788
160	1873890.155	2421715.146
161	1873889.868	2421666.147
162	1873889.650	2421623.148
163	1873950.649	2421625.789
164	1873950.867	2421665.789
165	1873883.114	2421631.330
166	1873836.115	2421631.681
167	1873788.117	2421632.033
168	1873788.645	2421569.035
169	1873835.644	2421568.683
170	1873882.643	2421568.332
171	1873728.699	2421562.082
172	1873729.013	2421607.081
173	1873729.328	2421652.080
174	1873652.329	2421852.617
175	1873652.015	2421607.619
176	1873651.701	2421562.620
177	1873729.267	2421660.063
178	1873729.761	2421693.060
179	1873750.256	2421726.056
180	1873657.264	2421727.150
181	1873656.770	2421694.154
182	1873656.275	2421661.157
183	1873631.026	2421727.590
184	1873562.042	2421729.063
185	1873561.082	2421694.073
186	1873560.250	2421645.082
187	1873629.234	2421643.610
188	1873630.066	2421682.601
189	1873622.898	2421633.692
190	1873558.914	2421635.126
191	1873558.072	2421598.136
192	1873558.229	2421561.145
193	1873621.213	2421559.711
194	1873622.055	2421596.702
195	1873487.581	2421558.081
196	1873488.830	2421587.071

384	1873315.220	2421948.789
385	1873285.319	2421930.873
386	1873284.308	2421785.847
387	1873520.432	2421781.650
388	1873522.541	2421840.900
389	1873532.535	2421840.544
390	1873530.436	2421781.595
391	1873740.421	2421762.874
392	1873742.552	2421863.626
393	1873742.586	2422029.081
394	1873752.586	2422028.993
395	1873752.553	2421886.733
396	1873856.911	2421887.899
397	1873856.831	2421877.899
398	1873752.447	2421878.734
399	1873750.317	2421777.861
400	1873750.820	2421851.474
401	1873855.611	2421849.638
402	1873855.436	2421839.639
403	1873740.658	2421641.646
404	1873740.337	2421772.874
405	1873530.268	2421771.593
406	1873530.878	2421560.563
407	1873520.876	2421560.534
408	1873520.268	2421771.661
409	1873274.241	2421776.025
410	1873275.357	2421936.403
411	1873305.576	2421955.521
412	1873324.380	2422240.363
413	1873314.164	2422273.187



GRANTED

2422114.132
2422114.031
2422228.390
2421949.789
2421930.873
2421785.847
2421781.850
2421840.900
2421840.544
2421781.595
2421782.874
2421883.826
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2422028.993
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2421771.593
2421580.583
2421580.534
2421771.651
2421776.025
2421936.403
2421955.521
2422240.363
2422275.187

Pg 5

OWNER'S CERTIFICATE

STATE OF New York)
COUNTY OF New York) SS

WC Sterling LLC DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED THE SAID PROPERTY TO BE SURVEYED AND SUBDIVIDED AS SHOWN HEREON.

DATED THIS 09 DAY OF June, A.D. 20 18

BY: Ann B. Harrington

ACKNOWLEDGMENT

STATE OF New York)
COUNTY OF New York) SS

I, Carol A. Meyer, A NOTARY PUBLIC IN AND FOR THE COUNTY IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Ann B. Harrington IS PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED AND DELIVERED THE SAME INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT, AS OWNER OF THE PROPERTY, FOR THE USES AND PURPOSES THEREIN SET FORTH. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 09 DAY OF June A.D. 20 18.

Carol A. Meyer
NOTARY PUBLIC

CAROL A. MEYER
Notary Public, State of New York
No. 01164084916
Qualified in Broome County
Commission Expires on Sept. 2, 2021

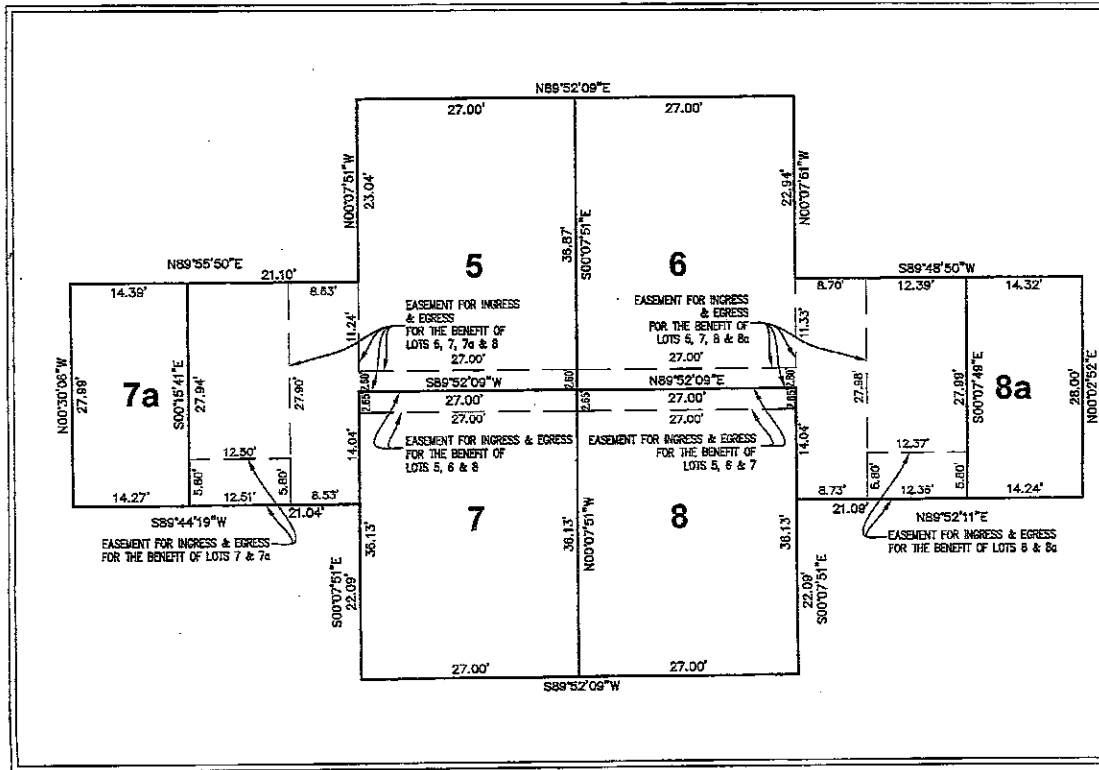
SURVEYOR'S CERTIFICATION & LEGAL DESCRIPTION

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, ROBERT G. BIEDERMANN, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE 4TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE ALONG AN ASSUMED BEARING OF NORTH 00°27'11" EAST ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 821.75 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST LYNN BOULEVARD; THENCE NORTH 89°29'51" EAST ALONG THE SOUTHERLY LINE OF WEST LYNN BOULEVARD 491.83 FEET; THENCE SOUTH 00°30'09" EAST 299.62 FEET; THENCE NORTH 89°29'51" EAST 240.23 FEET; THENCE SOUTH 00°31'07" EAST 521.81 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH

Pg 5



DETAIL "A"

NOTE: EASEMENTS SHOWN IN DETAIL "A" OVER LOTS 5, 6, 7, 7a, 8 AND 8a ARE HEREBY GRANTED

REVISED FEBRUARY 5, 2018 ADDED FIELD DATE [RJT]

ORDERED BY: KATTEN MUCHIN ROSENMAN LLP
ADDRESS: COVENTRY VILLAGE, STERLING

CHECKED: RJT
DRAWN: RJT



GREMLEY & BIEDERMANN

A DIVISION OF
PLCS, CORPORATION
LICENSE NO. 184-005332
PROFESSIONAL LAND SURVEYORS

4505 NORTH ELSTON AVENUE, CHICAGO, IL 60630

TELEPHONE: (773) 685-5102 FAX: (773) 286-4184 EMAIL: INFO@PLCS-SURVEY.COM

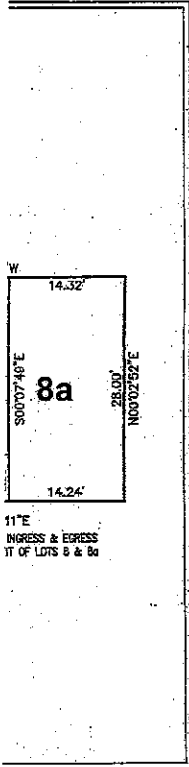
ORDER NO.
2015-21430-001

DATE:
MAY 1, 2017
SCALE:
1 INCH = 30 FEET

PAGE NO.
5 OF 5

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Pg 5



Y GRANTED

122	1873625.022	2421838.855
123	1873729.966	2421795.748
124	1873730.537	2421830.744
125	1873731.105	2421887.739
126	1873662.113	2421868.800
127	1873681.545	2421838.804
128	1873660.976	2421794.808
129	1873731.406	2421888.654
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131	1873732.932	2421983.639
132	1873663.944	2421964.924
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134	1873662.418	2421882.038
135	1873684.393	2422009.822
136	1873639.394	2422009.943
137	1873794.394	2422010.064
138	1873794.195	2421936.064
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140	1873684.194	2421935.822
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145	1873664.233	2421863.666
146	1873664.382	2421900.666
147	1873675.225	2421870.109
148	1873638.226	2421889.840
149	1873801.226	2421869.771
150	1873801.541	2421890.772
151	1873638.541	2421800.941
152	1873675.540	2421831.109
153	1873792.029	2421761.672
154	1873637.028	2421761.586
155	1873682.028	2421701.201
156	1873682.668	2421776.198
157	1873637.670	2421776.584
158	1873792.672	2421776.959
159	1873651.154	2421714.788
160	1873690.155	2421715.146
161	1873689.868	2421666.147
162	1873689.650	2421675.148
163	1873650.649	2421628.789
164	1873650.867	2421665.788
165	1873683.114	2421631.330
166	1873636.115	2421631.681
167	1873789.117	2421622.033
168	1873788.645	2421569.035
169	1873635.644	2421568.683
170	1873692.643	2421568.332
171	1873728.699	2421562.082
172	1873729.013	2421607.081
173	1873729.328	2421652.080
174	1873552.329	2421652.677
175	1873652.015	2421607.619
176	1873651.701	2421582.620
177	1873729.267	2421660.063
178	1873729.761	2421693.060
179	1873730.256	2421726.056
180	1873657.264	2421727.150
181	1873655.770	2421694.154
182	1873656.275	2421661.157
183	1873631.028	2421727.590
184	1873562.042	2421729.063
185	1873561.082	2421694.073
186	1873560.250	2421645.082
187	1873629.234	2421643.610
188	1873630.068	2421682.601
189	1873622.898	2421633.692
190	1873559.314	2421635.126
191	1873559.072	2421598.136
192	1873558.229	2421561.145
193	1873621.213	2421559.711
194	1873622.055	2421596.702
195	1873487.981	2421558.081
196	1873488.630	2421607.071
197	1873489.809	2421642.061
198	1873420.825	2421643.563
199	1873419.846	2421598.573
200	1873418.997	2421559.583
201	1873490.490	2421652.600
202	1873431.175	2421685.593
203	1873492.068	2421728.554
204	1873433.081	2421729.809
205	1873422.875	2421720.019
206	1873422.190	2421687.026
207	1873421.505	2421654.033
208	1873392.228	2421724.236
209	1873330.228	2421724.781
210	1873329.895	2421686.783
211	1873329.561	2421648.784
212	1873391.558	2421648.239
213	1873391.892	2421686.238
214	1873396.380	2421627.011
215	1873329.382	2421627.422
216	1873329.179	2421594.422
217	1873328.977	2421561.423
218	1873395.976	2421561.012
219	1873396.178	2421594.012
220	1873980.786	2421535.143
221	1873985.099	2422026.964
222	1873685.492	2422029.581
223	1873687.598	2422069.607
224	1873165.814	2422274.530
225	1873159.062	2421528.645

⑩ - TYPICAL POINT NUMBER DEPICTION.

pg 5
A.D. 20 11

Carne a Mager
NOTARY PUBLIC

CAROL A. MAGER
Notary Public, State of New York
No. 01145094215
Qualified in Orange County
Commission Expires on Sept. 2, 2017

SURVEYOR'S CERTIFICATION & LEGAL DESCRIPTION

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, ROBERT G. BIEDERMANN, A PROFESSIONAL ILLINOIS LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 21 NORTH, RANGE 7 EAST OF THE 4TH P.M., DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE ALONG AN ASSUMED BEARING OF NORTH 00°27'11" EAST ALONG THE WEST LINE OF SAID SECTION 16 A DISTANCE OF 821.75 FEET TO A POINT ON THE SOUTHERLY LINE OF WEST LYNN BOULEVARD; THENCE NORTH 89°29'51" EAST ALONG THE SOUTHERLY LINE OF WEST LYNN BOULEVARD 491.83 FEET; THENCE SOUTH 00°30'09" EAST 299.62 FEET; THENCE NORTH 89°29'51" EAST 240.23 FEET; THENCE SOUTH 00°31'07" EAST 521.81 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE SOUTH 89°28'53" WEST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 16 A DISTANCE OF 745.92 FEET TO THE POINT OF BEGINNING, IN THE CITY OF STERLING, WHITESIDE COUNTY, ILLINOIS, IN THE MANNER REPRESENTED ON THE PLAT HEREON DRAWN.

CONTAINING 535,101 SQUARE FEET OR 12.2842 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT THE PROPERTY DESCRIBED HEREON IS LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF STERLING.

I FURTHER CERTIFY THAT ALL OF THE PROPERTY APPEARS IN OTHER AREAS ZONE X ON THE FLOOD INSURANCE RATE MAP, WHITESIDE COUNTY, ILLINOIS AND INCORPORATED AREAS COMMUNITY PANEL NO. 17195C0237E EFFECTIVE DATE OF FEBRUARY 18, 2011.

DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 62° FAHRENHEIT.

FIELD MEASUREMENTS COMPLETED ON DECEMBER 9, 2015.

SIGNED ON February 5, 2018

BY:

Robert G. Biedermann
ROBERT G. BIEDERMANN
PROFESSIONAL ILLINOIS LAND SURVEYOR NO. 2802
MY LICENSE EXPIRES NOVEMBER 30, 2018

