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SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WHITE EAGLE CLUB PROPERTY OWNERS ASSOCIATION

This instrument, consisting of _____ pages, is recorded for the purpose of replacing, in its entirety, the Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association (hereinafter referred to as the Original Declaration"), recorded on November 14, 1997 as Document No. R97-175591 in the Office of the Recorder of Deeds, DuPage County, Illinois and on November 14, 1997 as Document No. R97101393 in the Office of the Recorder of Deeds, Will County, Illinois.

This Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association is adopted pursuant to the provisions of Article XIII, Section 1 of the Original Declaration. This Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association, the text of which is set forth below, shall become effective following its approval by not less than twenty-five percent (25%) of the total Membership voting, either in person or by written proxy, at a meeting of the Members and upon its Recording in the Offices of the Recorder of Deeds, DuPage County, Illinois and Will County, Illinois.

The Amended and Restated By-Laws of White Eagle Club Property Owners Association, attached hereto as Exhibit "B", are adopted pursuant to the provisions of Article IX of the By-Laws of White Eagle Club Property Owners Association, which provides that amendments to the By-Laws may be approved by a majority of the number of votes present, in person or by written proxy, at a meeting of the Members held for the purpose of voting on such amendment, provided that such amendments must be approved by not less than twenty-five percent (25%) of the total number of votes in the Association. The Amended and Restated By-Laws of White Eagle Club Property Owners Association shall become effective following its Recording in the Offices of the Recorder of Deeds, DuPage County, Illinois and Will County, Illinois and shall replace, in its entirety, the By-Laws of White Eagle Club Property Owners Association.

PREAMBLE

WHEREAS, the White Eagle Club Property Owners Association (hereinafter referred to as the "Association"), through its Board of Directors, administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Property");

WHEREAS, the Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association was recorded on November 14, 1997 as Document No. R97-175591 in the Office of the Recorder of Deeds, DuPage County, Illinois and on November 14, 1997 as Document No. R97101393 in the Office of the Recorder of Deeds, Will County, Illinois;

WHEREAS, the Board and the Owners of the Association desire to amend and restate the Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association, replacing it, in its entirety, with this Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association;

WHEREAS, the Board and the Owners of the Association desire to amend and restate the By-Laws of White Eagle Club Property Owners Association, replacing it, in its entirety, with the Amended and Restated By-Laws of White Eagle Club Property Owners Association, attached hereto as Exhibit "B";

WHEREAS, this Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association is adopted pursuant to Article XIII, Section 1 of the Original Declaration, having been approved by not less than twenty-five percent (25%) of the total Membership voting, either in person or by written proxy, at a meeting of the Members;

WHEREAS, the Amended and Restated By-Laws of White Eagle Club Property Owners Association, attached hereto as Exhibit "B", are adopted pursuant to Article IX of the By-Laws of White Eagle Club Property Owners Association, having been approved by a majority of the number of votes present, in person or by written proxy, at a meeting of the Members held for the purpose of voting on such amendment, with such majority representing not less than twenty-five percent (25%) of the total number of votes in the Association; and

WHEREAS, this Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association and the Amended and Restated By-Laws of White Eagle Club Property Owners Association, attached hereto as Exhibit "B", shall become effective upon recordation in the Offices of the Recorder of Deeds, DuPage County, Illinois and Will County, Illinois.

NOW THEREFORE, the Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association is hereby amended and restated as follows:

ARTICLE I

DEFINITIONS

The following terms, when used in this Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association, shall have the following meanings, unless otherwise noted:

Section 1.01: **"Association"** shall mean and refer to the White Eagle Club Property Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 1.02: **"Board"** shall mean and refer to the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provisions of this Declaration and the By-Laws.

Section 1.03: **"By-Laws"** shall mean and refer to the Amended and Restated By-Laws of White Eagle Club Property Owners Association, a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 1.04: **"Charge or Charges"** shall mean the annual assessment, any special assessment levied by the Association and/or any other charges, expenses or payments which an Owner is required to pay or for which an Owner is liable under this Declaration, the By-Laws or any rules and regulations of the Association.

- Section 1.05: **"Common Area"** shall mean all the real property and improvements thereon, owned by the Association for the common use, enjoyment, and convenience of the Members of the Association and all landscape and fence easements granted to the Association and all improvements thereon. Such Common Area shall not include the real property comprising what is currently known as the White Eagle Golf Club, except for landscape easements granted to the Association on said Golf Club property.
- Section 1.06: **"Common Expenses"** shall mean and refer to the expenses of the administration (including management and professional services) of the Association; the expenses of the operation, maintenance, repair and replacement of the Common Area; any other expenses which are designated as Common Expenses hereunder; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners or otherwise affecting the Property.
- Section 1.07: **"Condominium Building"** shall mean and refer to a portion of the Property that contains a Condominium Unit or Condominium Units and is subject to the Illinois Condominium Property Act (765 ILCS 605/1 et. seq.).
- Section 1.08: **"Condominium Unit"** shall mean and refer to a part of the Property designed and intended for any type of independent use and which is contained within a Condominium Building and is subject to the Illinois Condominium Property Act (765 ILCS 605/1 et. seq.).
- Section 1.09: **"Covenantor"** shall mean and refer to The Macom Corporation, a Delaware Corporation, its successors or assigns (other than the purchaser of a parcel of land, lot, or unit).
- Section 1.10: **"Declaration"** shall mean and refer to this Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association, as amended from time to time.
- Section 1.11: **"Dwelling"** shall mean and refer to a residential housing unit situated on a Lot on the Property and intended for use and occupancy as a single family dwelling.
- Section 1.12: **"Lot"** shall mean any plot of land described by a number upon a plat of subdivision for the Property upon which it is intended that a residential housing unit has been or will be constructed, but shall

not include any plot designated therein as an "outlot" or otherwise designated as common area on which it is not intended that a residential housing unit shall be constructed.

Section 1.13: **"Member" or "Membership"** shall mean and refer to a person or entity which holds membership in the Association as provided in Article IV of this Declaration.

Section 1.14: **"Occupant"** shall mean a person or persons, other than an Owner, in lawful possession of a Dwelling or Condominium Unit.

Section 1.15: **"Owner"** shall mean the person or persons or entity whose estates or interest, individually or collectively, aggregate fee simple ownership of a Dwelling and/or Lot or a Condominium Unit on the Property, and their successors and assigns. For the purpose of this Declaration unless otherwise specifically provided herein, the word "Owner" shall include any trust and beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a Dwelling and/or Lot or a Condominium Unit and the beneficiary of Covenantor to all unsold Dwellings and Condominium Units which are or will be constructed on the Property.

Section 1.16: **"Person"** shall mean a natural individual, corporation, partnership, or other entity capable of holding title to or any lesser interest in real property.

Section 1.17: **"Property"** means all the land, property and space which are part of the Association, all improvements and structures erected, constructed or contained therein or thereon, including Lots, Dwellings, Condominium Units, Condominium Buildings and other buildings, all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, submitted to this Declaration and as legally described in Exhibit "A" attached hereto.

Section 1.18: **"Record"** shall mean to record in the Office of the Recorder of Deeds of DuPage County or Will County, Illinois.

Section 1.19: **"Voting Member"** shall mean and refer to the individual for each Dwelling and Condominium Unit who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in the Declaration and By-Laws.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01: **Existing Property Subject to Declaration**

The Property is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to the provisions of this Declaration.

The provisions of this Declaration shall establish a property owners association and shall not be deemed to subject any of the Property to the Illinois Condominium Property Act. If any of said Property is subject to the Illinois Condominium Property Act, then this Declaration shall be in addition to any declaration of condominium ownership.

Section 2.02: **Additional Property**

The Board, on behalf of the Association, reserves the right to subject any other property to this Declaration. The Board may take such action at any time and shall be solely at its discretion.

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

Upon execution and recordation of a supplementary declaration, the property covered therein shall be subject to the covenants, restrictions, conditions, reservations, easements, charges, and liens set forth in this Declaration. Said covenants, restrictions, conditions, reservations, easements, charges, and liens shall run with and bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as they apply to the property described in Exhibit "A" and as if said property were subjected to this Declaration on the date of its recordation. Every person or entity who is a record owner of or a beneficiary of a land trust holding title to said property shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members under the provisions of this Declaration. In all respects, all of the provisions of this Declaration shall apply to the property covered in any supplementary declaration and to the owners thereof with equal meaning and of like force and effect.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Board to increase the number of members in the Association as

set forth in each such supplementary declaration. Each deed, mortgage, or other instrument with respect to any portion of the Property and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to the Board and shall be deemed to reserve to it the power to increase the number of members of the Association from time to time as aforesaid.

No supplementary declaration shall be deemed or shall constitute a divestment of any Owner of his interest in the Association as hereinabove provided. Each and all of the provisions of this Declaration and the exhibits attached hereto, as amended by each successive supplementary declaration, shall be deemed to apply to each and every Owner.

The recording of a supplementary declaration shall not alter or affect the amounts of any liens or Common Expenses due from any existing Owner prior to such recording, nor the respective amounts theretofore assessed to or due from any existing Owner for Common Expenses or other assessments.

Each and every Owner of a Dwelling, Lot or Condominium Unit in the Property, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees by their acceptance of any deed or mortgage or other interest in or with respect to any such Dwelling, Lot or Condominium Unit shall be deemed to have expressly agreed, assented, and consented to each and all of the provisions of this Declaration with respect to the recording of any and all supplementary declarations, as aforesaid, which may amend, adjust, or reallocate from time to time their respective interests in the Association as hereinabove provided, and hereby further agree to each and all of the provisions of each and all of said supplementary declarations which may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

Each and every Owner of a Lot, Dwelling or Condominium Unit described in Exhibit "A" and of all property added hereafter, their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees by their acceptance of any deed or mortgage or other interest in or with respect to any part of the Property further acknowledges, consents and agrees as to each such supplementary declaration that is recorded as follows:

- a. the Property shall be governed in all respects by the provisions of this Declaration;

- b. each Owner shall have a perpetual easement, appurtenant to his or her Dwelling and/or Lot or Condominium Unit, for the use of any additional Common Areas annexed thereto and described in any recorded supplementary declaration for the purposes therein and herein set forth. Each Owner's acceptance of the deed conveying such Dwelling and/or Lot or Condominium Unit agrees for himself/herself and all those claiming through and under him/her including mortgagees, that this Declaration and each supplementary declaration is and shall be deemed to be made by agreement of all Owners of Dwellings, Lots and Condominium Units in the Property;
- c. the Covenantor reserves the right for itself and its successors and assigns to amend this Declaration in such manner, and each Owner agrees to execute and deliver such documents as may be necessary or desirable to cause the provisions of this Article II to be carried out in full.

Section 2.03: **Burden upon the Property**

All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Property. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document, regardless of whether a specific reference is made in such instrument to this Declaration.

Section 2.04: **Rights of Owners**

Upon the recording of any supplementary declaration as set forth above, all rights, obligations, easements, restrictions, and liabilities of the owners shall apply to the entire property as then constituted (including the additional property) in the same manner as if the entire property was originally subjected to the terms of this Declaration on the date of its recordation.

Section 2.05: Non-Severability of Rights

The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Dwelling and/or Lot or Condominium Unit, as more specifically set forth herein, and may not be severed or alienated from such ownership.

Section 2.06: Excluded Property

The foregoing notwithstanding, it is contemplated that certain real property within White Eagle will be sold and developed for non-residential uses. The Covenantor expressly reserved the right not to subject such real property, which is legally described in Exhibit "D" attached hereto and made a part hereof and hereinafter referred to as "Excluded Property", to this Declaration. The following properties shall be specifically excluded from the covenants, restrictions, conditions, reservations, easements, charges, and liens established by this Declaration and shall not be subjected to this Declaration:

- (a) park sites and school sites which have been or shall be acquired by the appropriate governmental authorities;
- (b) commercial area; and
- (c) White Eagle Golf Course and associated maintenance areas.

Such Excluded Property shall remain excluded from the provisions of the Declaration provided that no portion of it is used for residential purposes. If any portion of such Excluded Property is used for residential purposes, such portion of the Excluded Property that is used for residential purposes shall become subject to the provisions of this Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established by this Declaration.

Section 2.07: Future Multi-Family Area

The Covenantor is the Owner of that portion of White Eagle Club referred to as White Eagle Club Unit 25 and legally described in Exhibit "E", which exhibit is attached hereto and made a part hereof. The Covenantor hereby expressly reserves the right, in its sole discretion, to determine whether or not to subject White Eagle Club Unit 25 to this Declaration irrespective of Covenantor's ownership of White Eagle Club Unit 25. Until such time as the Covenantor makes said election, White Eagle Club Unit 25 shall not be required to pay any assessments as set forth in Article V herein nor be subject to any of the obligations of this Declaration. This right shall continue after the election of the initial Board of nine Directors and the transfer of the control of the Association to the Members. This right shall not expire until an occupancy permit is issued for a residential dwelling unit within Unit 25. The Board of

Directors of the Association shall have a continuing obligation to cooperate, approve, and execute any and all documents necessary to effectuate the Covenantor's above-referenced election.

ARTICLE III

GENERAL PURPOSE

The purpose of this Declaration is to provide high standards of maintenance in the Property so as to ensure an integrated community of residential uses of the highest quality and character for the benefit and convenience of all owners of property and all residents on the Property.

ARTICLE IV

PROPERTY OWNERS ASSOCIATION

Section 4.01: In General

The Association shall be the governing body for all of the Owners for the administration and operation of the Property and for the maintenance, repair and replacement of the Common Area. The Association shall act and operate as a not-for-profit corporation under the provisions of the Illinois General Not-For-Profit Corporation Act (805 ILCS 105/101.01 et. seq.), as from time to time amended.

Section 4.02: Membership

Every person or entity who is a record Owner of a Dwelling/Lot or a Condominium Unit shall be a Member of the Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Dwelling/Lot or a Condominium Unit. Thus, Membership shall automatically terminate upon the sale, transfer, or other disposition by a Member of his or her ownership of a Dwelling/Lot or a Condominium Unit at which time the new Owner shall automatically become a Member of the Association.

Such Membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Dwelling/Lot or the Condominium Unit to which it is appurtenant. No Member shall have any right or power to disclaim, terminate, or withdraw from his or her Membership in the Association or from any of his or her obligations as such Member for any reason. No Member shall have any right or power to disclaim, terminate, or withdraw from his or her Membership in the Association or from any of his or her obligations as

such Member by non-use of the Common Areas, abandonment of his or her Dwelling or Condominium Unit, withdrawal of a Condominium Building from the provisions of the Illinois Condominium Property Act, or for any other reason.

Ownership of a Dwelling/Lot or a Condominium Unit shall be the sole qualification for Membership in the Association. There shall be one (1) Membership per Dwelling/Lot and Condominium Unit. If more than one (1) Person or entity is the record Owner of or a beneficiary of a land trust holding title to a Dwelling/Lot or a Condominium Unit, all such Persons or entities shall be Members. If the record ownership of a Dwelling/Lot or a Condominium Unit shall be in more than one (1) Person, or if an Owner of a Dwelling/Lot or a Condominium Unit is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the voting Membership attributable thereto (the "Voting Member" as more fully set forth herein and in the By-Laws) shall be designated by such Owner or Owners in writing to the Association, and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling/Lot or Condominium Unit as the Voting Member for such Dwelling/Lot or Condominium Unit. The Voting Member or his or her proxy shall be the individual who shall be entitled to vote at meetings of the Owners.

Each Member of the Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations promulgated from time to time by the Association or its Board.

Any Person or entity who holds an interest in a Dwelling/Lot or a Condominium Unit merely as a security for the performance of an obligation or any Person in possession of a Dwelling/Lot or a Condominium Unit under a contract to purchase such Dwelling/Lot or Condominium Unit shall not be a Member of the Association. Provided, however, that upon proof of purchase, the purchaser of a Dwelling or Condominium Unit pursuant to an installment contract for purchase shall, during such times as he or she resides in the Dwelling or Condominium Unit, be counted toward a quorum for purposes of election of directors to the Board at any meeting of the Membership called for purposes of electing directors to the Board, shall have the right to vote for the directors of the Board, and shall have the right to be elected to and serve on the Board unless the seller of such Dwelling or Condominium Unit expressly retains, in writing, any or all of such rights.

Section 4.03: **Voting Rights**

All of the voting rights at any meeting of the Association shall be vested in the Voting Members, and each Voting Member shall have one (1) vote for each Dwelling/Lot or Condominium Unit that the Voting Member represents.

Cumulative voting shall not be permitted. Any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon the affirmative vote of a majority of the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

If a Member owns more than one (1) Lot and the Lots are re-subdivided into one (1) Lot, then the Member shall be entitled to one (1) vote for said re-subdivided Lot. If the Lots remain separate, individual Lots, then the Member shall be entitled to one (1) vote for each Lot owned as provided in the preceding paragraph.

The Association shall have the right to suspend the voting rights of any Member for any period during which an assessment levied by the Association against the Member's Lot or Condominium Unit remains unpaid.

Section 4.04: Powers, Duties and Responsibility

The Association is created to carry out the purpose of this Declaration. In order to carry out that purpose, the Association shall be the governing body for all of the Owners and beneficiaries of title-holding land trusts of Dwellings/Lots and Condominium Units. It shall exercise the following powers and shall assume the following duties and responsibilities:

- a. to provide for highest standards of maintenance of the Common Area and to make and promote the desired quality and character of Property;
- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of the Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any of the purposes of the Association;
- d. to maintain, repair, and replace the following in the Property:
 - i. all vegetation, landscaping, berms, fencing, and sidewalks on the Common Areas or landscape easements planted or installed by the Covenantor or the Association;
 - ii. all entrance monuments and gates and accompanying landscaping, vegetation, grass, and fencing;
 - iii. any median strips or cul-de-sacs islands;
 - iv. any property owned or leased by the Association;
 - v. recreational facilities (i.e clubhouse, swimming pool, and tennis courts);

- vi. any fence (a) located within a fence or landscape easement and (b) installed by the Covenantor or the Association including the fences along the rear property line of the lots delineated in **Exhibit F** which exhibit is attached hereto and incorporated herein by reference;
- vii. the fence in the rear yard and the area between the fence and the rear property line of Lots 817 through 829 (inclusive) in White Eagle Club Unit 22 as legally described in **Exhibit F**;
- e. to provide a service which will monitor the fire and security system for the residential portions of the Property;
- f. to provide and maintain a water supply for the entrance monuments and gates;
- g. to provide for all funds necessary to enable the Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment;
- h. to enforce any lien for non-payment of any assessment;
- i. to take any action necessary to effectuate the purposes of this Declaration.

Section 4.05: **Board of Directors**

The affairs in the Association shall be managed by the Board, which shall consist of nine (9) directors, each of whom shall be an Owner or Voting Member. Provided, however, that if there are multiple Owners of a single Lot or Condominium Unit, then only one (1) of the multiple Owners shall be eligible to serve as a director on the Board at any one time, unless the Owner owns another Lot or Condominium Unit independently.

The By-Laws of the Property Owners Association shall set forth the general powers of the Board, the tenure and qualifications of directors, their term of office, manner of election and removal, and method of operation of the Board.

Section 4.06: **Director and Officer Liability**

- (a) Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made

criminally, fraudulently or with gross negligence.

- (b) It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney's fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, actions, suit or proceeding, whether civil, criminal, administrative or other, in which any such director or officer may be involved by virtue of being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his or her duties as such director or officer.

Section 4.07: **Determination of Board to Be Binding**

In the event of any disagreement between the Board and any Member of the Association relating to the maintenance, repair, or replacement of the parkways, Common Areas, median strips, cul-de-sac islands, entrance monuments, fencing, sidewalks, recreational facilities, or security system, the use or operation of the Common Areas, or any questions or interpretation or application of the provisions of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all such Members of the Association.

Section 4.08: **Loans and Encumbrances**

The Board shall have the right, by the affirmative vote of a majority of the total directors on the Board, to obtain a loan, both secured and unsecured, or otherwise borrow money on behalf of the Association, to assign the right of the Association to future income from assessments or other sources, and mortgage or pledge substantially all of the remaining assets of the Association for purposes the Board deems necessary and appropriate for the benefit of the Association. Provided, however, that the Board shall provide written notice, through one of the methods outlined in Article XIV, Section 14.02 of this Declaration or otherwise permitted by law, to each Owner of its intent to vote upon a loan or to otherwise borrow money on behalf of the Association. Such notice shall specify the proposed loan amount and the date, time and location of the Board meeting where such loan shall be voted upon by the Board and shall be provided to each Owner not less than ten (10), and not more than

thirty (30), days prior to such Board meeting.

Section 4.09: **Mechanic's Lien**

The Association through the Board may cause to be discharged any mechanic's lien or other encumbrances which in the opinion of the Board may constitute a lien against the Common Areas. Where less than all of the Owners are responsible for the existence of said lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses, including, but not limited to, attorney's fees and court costs, incurred by reason of the lien.

Section 4.10: **Rules and Regulations**

The Board shall have the authority from time to time to adopt rules and regulations governing the administration, operation, use and enjoyment of the Property, including the Common Areas, Dwellings, Lots, Condominium Units and Condominium Buildings subject to the terms of this Declaration and the By-Laws. Further, the Board shall have the authority to lease or grant licenses or concessions with respect to Common Areas and Property; provided that such grants or leases shall not be inconsistent with the rights of the Owners of Dwellings and/or Lots or Condominium Units or the other provisions of this Declaration.

Section 4.11: **Management**

The Board may retain a professional management company, professional manager, or full time employee to manage the Association and Common Areas and supervise the maintenance and operation thereof. The Board may delegate the authority to perform all or any part of its duties, powers and responsibilities to any such professionally management company, professional manager or full time employee so retained. The Board may also elect, from time to time, to assume management responsibility for the Association and Common Areas and terminate any professional management.

Section 4.12: **Security**

The Association may, from time to time, provide measures of security on the Property, including, but not limited to, a fire and security system; however, the Association is not a provider of security and shall have no duty or obligation to provide any security on the Property. The obligation to provide security lies solely with each Owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Section 4.13: **Representation**

The Board shall have standing and capacity to act in a representative capacity in relation to matters involving the Common Area or more than one (1) Dwelling or Condominium Unit on behalf of the Owners as their interests may appear.

ARTICLE V

MAINTENANCE ASSESSMENTS FOR WHITE EAGLE CLUB

Section 5.01: **Creation of the Lien and Personal Obligation of Assessments**

Each Owner of a Lot or Condominium Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Lot or Condominium Unit owned by such Owner, all assessments, both regular and special, and other Charges levied pursuant to this Declaration. Such assessments and other Charges shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments and other Charges, together with such interest, late fees, costs, property manager fees, charges and/or expenses, and reasonable attorney's fees incurred in the collection thereof, as hereinafter provided, shall be a charge against and a continuing lien upon the Dwelling and Lot or Condominium Unit against which such assessment or other Charge is made. Each such assessment or other Charge, together with such interest, late fees, costs, property manager fees, charges and/or expenses, and reasonable attorney's fees incurred in the collection thereof, as hereinafter provided, shall also be the continuing personal obligation of the Person who is the Owner of such Dwelling/Lot or Condominium Unit at the time when the assessment or Charge fell due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

Section 5.02: **Purpose of Assessments**

The assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property, to administer the affairs of the Association, to pay the Common Expenses, to accumulate reserves for any such expenses, and in particular for the improvement and maintenance (including, but not limited to, the payment of taxes) of the Common Areas, and services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas, and any purpose of the Association as specified in this Declaration, the By-Laws or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid

assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the Members in the ratio that the number of Lots and Condominium Units owned by him or her bears to the total number of Lots and Condominium Units in the Property as the same is constituted from time to time, except as provided in Section 5.08 herein.

Section 5.03: **Regular Assessments**

The Association, through the Board, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 5.04: **Procedure**

- (a) Each year, prior to the start of the Association's new fiscal year, the Board shall adopt and furnish each Owner with a budget estimating the total amount necessary to pay the cost of all estimated Common Expenses during the ensuing fiscal year, together with a reasonable amount considered by the Board to be necessary for a reserve for Common Expenses. The budget shall set forth all such amounts with reasonable explanations and itemizations. The budget shall also set forth each Owners' proposed annual assessment for the ensuing fiscal year. The Board shall also establish the date or dates on which the annual assessments, or installments thereof, shall become due, however in the event the Board fails to do so, the annual assessments shall be due in twelve (12) equal installments on the first calendar day of each month of the year for which they are assessed.
- (b) The Board shall provide to each Owner a copy of the proposed annual budget at least thirty (30) days, but not more than sixty (60) days, prior to the adoption of said budget by the Board. The failure or delay of the Board to prepare or serve the proposed annual budget on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay assessments, as provided in this Declaration, whenever the same shall be determined, and in the absence of any annual estimated assessment amount, the Owner shall continue to pay his or her assessment when due at the then existing rate established for the previous period until the next assessment, or installment thereof, which is due at least ten (10) days after such new annual budget shall have been mailed or delivered.
- (c) Provided that, if an adopted budget would result in the total assessments (annual plus special) payable in the budgeted fiscal year exceeding one hundred and fifteen percent (115%) of the total assessments (annual plus

special) payable during the preceding fiscal year, then the Board, upon written petition signed by Owners representing at least twenty percent (20%) of the Lots and Condominium Units in the Association delivered to the Board within fourteen (14) days of the Board's adoption of the budget, shall call a meeting of the Owners to be held within thirty (30) days of the date of delivery of the petition to consider the budget. At said meeting, unless Voting Members representing a majority of the total Lots and Condominium Units in the Association cast votes to reject the adopted budget, the adopted budget is ratified.

- (d) Any amount accumulated at the end of a fiscal year in excess of the amount of required expenses and reserves may be either: (i) deposited in the reserve fund and/or the capital improvement fund, or (ii) credited according to each Owner's share of the total assessment to the next installments due from each Owner under the current year's estimate until exhausted, or (iii) handled in any other manner the Board deems appropriate. The Board shall prepare a roster of the Lots and Condominium Units and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Section 5.05: Change in Basis of Regular Assessments

If the annual assessment proves inadequate for any reason (including non-payment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under this Article by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner at least thirty (30) days, but not more than sixty (60) days, prior to the adoption of said revised budget and assessment by the Board, and such revised budget and assessment shall take effect upon adoption by the Board on any date thereafter specified by the Board.

Section 5.06: Special Assessments

- (a) Special assessments may be levied by the Board to defray the expense, in whole or in part, of the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement on the Common Area or any unforeseen or unexpected expenses not set forth in the annual budget as provided in this Declaration.
- (b) Whenever the Board shall determine that there exists a need for levying a special assessment as herein provided, the Board shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed special assessment. The Board shall provide written notice, through one of the methods outlined in Article XIV, Section

14.02 of this Declaration or otherwise permitted by law, to each Owner of the Board meeting where any such proposed special assessment will be voted upon. All special assessments must be approved by a majority of the directors on the Board. Provided that, if any special assessment adopted by the Board pursuant to this Section would result in the total assessments (annual plus special) payable in the budgeted fiscal year exceeding one hundred and fifteen percent (115%) of the total assessments (annual plus special) payable during the preceding fiscal year, then the Board, upon written petition signed by Owners representing at least twenty percent (20%) of the Lots and Condominium Units in the Association delivered to the Board within fourteen (14) days of the Board's adoption of the special assessment, shall call a meeting of the Owners to be held within thirty (30) days of the date of delivery of the petition to consider the special assessment. At said meeting, unless Voting Members representing a majority of the total Lots and Condominium Units in the Association cast votes to reject the special assessment, the special assessment is ratified.

- (c) Provided, however, that special assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval, the Owner petition provided for in Subsection (b) of this Section, or Subsection (d) of this Section. As used in this Section, "emergency" means a danger to or a compromise of the structural integrity of the Common Area or any of the common facilities of the Property or a danger to the life, health or safety of the Members.
- (d) Provided further, however, that any assessments for additions or alterations to the Common Area or other Association owned property that are not included in the adopted annual budget, including any special assessments therefor, shall be subject to the approval of Voting Members representing a majority of the total Lots and Condominium Units.

Section 5.07: Allocation of Regular and Special Assessments

Regular and special assessments shall be allocated equally against all Dwellings/Lots and Condominium Units. Notwithstanding the above, the following exceptions thereto shall apply:

- a. If one (1) Dwelling is constructed on more than one (1) Lot, and the Lots are re-subdivided into one (1) Lot, then those Lots shall be deemed to constitute one (1) Lot for assessment purposes. If the Lots, remain separate, individual lots, then each Lot, shall be required to pay the regular and/or special assessment.
- b. If a Lot is vacant, then the Owner of said Lot shall pay any special assessment and the regular assessment except for the cost of

the alarm monitoring of the security system. For purposes of this Section, a Lot is considered to be vacant if it does not have a Dwelling on it for which a certificate of occupancy has been issued by the applicable governmental authority.

- c. If a Lot, is owned by the Covenantor, then the Covenantor shall pay the regular assessment except for the cost associated with the recreational facilities located on Lot 7 of White Eagle Club Unit 2 and the alarm monitoring of the security system.

Section 5.08: Reserve and Contingency Fund

The Association shall segregate and maintain a special reserve account to be used for contingencies and replacements (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 other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the annual assessment, as applicable, that shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the annual assessment, as applicable, paid by such Owner. Upon the conveyance by the Covenantor of title to a Dwelling/Lot or Condominium Unit, the grantee thereof shall pay to the Association the sum of One Hundred and Fifty Dollars (\$150.00), which shall be a non-refundable capital contribution and which shall be deposited in the reserve and contingency fund.

Section 5.09: Effect of Non-Payment of an Assessment

Any assessments (or installments thereof), other Charges or expenses, including, but not limited to, annual assessments, special assessments and duly imposed fines, which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent and the Board shall have the right to assess a late fee for the delinquent payment. Additionally, if an assessment, charge or expense is not paid within thirty (30) days after the due date, the Board shall have those rights and remedies to enforce such collection as shall be provided or permitted by law and equity including, but not limited to, bringing suit for and on behalf of the Association to enforce collection of the amount due, the costs of said suit, and other fees and expenses together with interest, including, but not limited to, reasonable attorneys' fees and managing agent fees associated with collection of unpaid assessments. Without limiting the forgoing, if any Owners shall fail to pay any assessments, charges or expenses required to be paid, the Board shall have such rights and remedies:

- (a) The right to enforce the collection of such defaulting Owner's assessments, charges or payments, together with interest thereon, and all fees and costs including attorneys' fees, managing agent fees, and court costs, incurred in the collection thereof;
- (b) The right to foreclose the lien created in favor of the Association for unpaid assessments and other charges, together with interest, costs, attorney's fees, managing agent fees and other expenses associated with the cost of collecting same provided for in Section 5.01 of this Article. The Board, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his or her interest at such foreclosure sale; and
- (c) The right to take possession of such defaulting Owner's interest in their Dwelling and Lot or Condominium Unit, to maintain for the benefit of all the Owners an action for possession in the matter prescribed in the Forcible Entry and Detainer Act (735 ILCS 5/9-101 et. seq.), as amended, and to execute leases of such defaulting Owner's interest in their Dwelling and Lot or Condominium Unit and apply rents derived therefrom against such unpaid assessments, Charges or expenses.

In the event that title to any Dwelling/Lot or Condominium Unit is conveyed to a land trustee, upon the demand of the Association, the trustee shall furnish the Association with a certified copy of the trust agreement so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular assessment, special assessment and other Charges.

Section 5.10: Accounting

On or before April 1st of each calendar year, the Board shall provide all Owners with a reasonably detailed summary of the receipts, Common Expenses, and reserves for the preceding budget year. Additionally, the Board shall either: (a) make available to all Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves; or (b) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

Section 5.11: **Proof of Payment**

Upon written request of an Owner and after payment of a reasonable fee, if any, set by the Board, the Association shall, within ten (10) business days of such written request, furnish such Owner a written certificate signed by an officer of the Association or the Managing Agent setting forth the status of the Owner's account and whether there are any then unpaid annual or special assessments or other Charges levied against such Owner's Dwelling/Lot or Condominium Unit and, if so, the amount thereof. Such certificate shall be conclusive evidence of payment of any annual or special assessments or other Charges not stated therein as unpaid.

Section 5.12: **Non-Escape from Obligation**

No owner may waive or otherwise escape liability for assessments or other Charges provided for in this Declaration for any reason. Without limiting the foregoing, no Owner may waive or otherwise escape liability for assessments or other Charges provided for in this Declaration by non-use of the Common Area, or non-use or abandonment of his or her Dwelling or Lot or Condominium Unit, or undertaking or performing the maintenance and other responsibilities of the Association as provided in this Declaration with respect to such Owner's Lot or Dwelling or Condominium Unit or Condominium Building. In addition thereto, the Association may deny to the Owner the use and enjoyment of any of the Common Areas and facilities thereon, except for the purposes of ingress and egress, until the delinquent assessment is paid together with all interests, costs, and other sums set forth above which the Association is entitled to receive. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for the inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, the Declaration or with any order or directive of any municipality, other governmental authority or the Association.

Section 5.13: **Subordination of the Lien to the Mortgage**

The lien for assessments and other Charges provided for herein shall be subordinated to the lien of any bona fide mortgage placed upon a Dwelling/Lot or Condominium Unit subject to assessments for the purpose of purchasing the subject Dwelling/Lot or Condominium Unit that was recorded prior to the date that any such assessments and other Charges became due; and provided further such subordination shall apply only to the assessments

and other Charges which have become due and payable prior to the sale or transfer of such Dwelling/Lot or Condominium Unit pursuant to the decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Dwelling/Lot or Condominium Unit from liability for any assessments or other Charges thereafter becoming due, nor from the lien or any such subsequent assessment or other Charges. The Owners agree upon accepting title that the lien for the assessments and other Charges shall be prior to the homestead right of the Owners since it runs with the land and is in existence before commencement or ownership interests. Further, the transferee of the Lot or Condominium Unit shall be personally liable for his or her share of the assessments or other Charges with respect to which a lien against his or her Lot or Condominium Unit has been extinguished where such assessments or other Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised annual assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot or Condominium Unit, as provided in this Article.

Section 5.14: **Receipt of Payments**

The Association shall have the right to apply payments made by an Owner to any portion of the assessments or other Charges (including, but not limited to, late fees, fines, attorney's fees, and/or court costs) then currently due and owing by such Owner and/or such Owner's Dwelling/Lot or Condominium Unit as the Board deems appropriate. Such application of payments by the Association shall not be subject to or bound by any notation or restrictive endorsement contained upon the form of payment which attempts to restrict or designate for which portion(s) of the Charges such payment is intended.

ARTICLE VI

MAINTENANCE AND REPAIR

Section 6.01: **Responsibility of Owners**

Each Owner of a Dwelling and/or Lot shall provide at his or her own expense, all of the maintenance, decorating, repairs, and replacement on his or her own Dwelling and Lot and adjoining parkways, and keep same in good condition. The maintenance, decorating, repairs and replacements of Condominium Units shall be the responsibility of the Owners of the Condominium Units, as may be further provided in the applicable condominium declaration, and shall not be the responsibility of the Association.

If a Lot is vacant, meaning that it does not have a Dwelling on it for which a certificate of occupancy has been issued by the applicable governmental authority, the Owner therefor shall be required to maintain and keep clean

said Lot as provided in Article VIII, Section 8.08 herein. Further, (i) if six (6) years after the recording of the final plat of subdivision for that unit of White Eagle Club in which is located a Lot which is vacant and (ii) if requested by the Association, the Owner of said Lot shall improve and maintain the Lot as follows:

- a. grade the Lot so as to have positive drainage;
- b. spread topsoil over the entire Lot;
- c. seed the entire Lot with rye grass;
- d. install a usable path of limestone fines or gravel in the location of the future sidewalks;
- e. regularly mow the entire Lot;
- f. treat the entire Lot periodically every year for weed maintenance.

It shall be the obligation of the board of directors or managers of each individual homeowners or condominium association to provide for landscaping, gardening, snow removal, and for the maintenance and repair of all streets, driveways, sidewalks, and walkways located upon any portion of the common elements or common areas belonging to such association, provided, however, that the Board of the Association may make such arrangements or agreements as it deems satisfactory with each homeowners or condominium association to provide such services to the individual associations.

Section 6.02: Responsibility of Association

The Association shall be responsible for the maintenance, repair, and replacement of those portions of the Property and Common Areas as specified in Article IV, Section 4.04(d) of this Declaration.

Section 6.03: Liability for Damage to Property

If, due to the act or omission of an Owner, his or her family, tenants, employees, servants, agents, pets, guests or invitees or other authorized Occupant of the Owner's Dwelling or Condominium Unit, damage is caused to the Common Area or another portion of the Property and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as determined by the Board, and the cost of such maintenance, repairs or replacements, and any damage, shall be added to and become a part of the assessment to which such Owner's Dwelling and Lot or Condominium Unit

is subject and the Association shall have a lien upon said Dwelling and Lot or Condominium Unit enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

Section 6.04: **Owner Failure to Maintain**

If, in the judgment of the Board, an Owner fails to maintain those portions of the Owner's Dwelling and/or Lot or Condominium 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 Dwellings and Lots or Condominium Units in the Property 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 that must be done and allow the Owner at least 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 enter upon such Owner's Dwelling and/or Lot or Condominium Unit to cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand in the same manner as unpaid assessments.

ARTICLE VII

COMMON AREAS

Section 7.01: **Members' Easement of Enjoyment**

Every Member who is the Owner of a Dwelling/Lot or Condominium Unit shall have a non-exclusive right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed Dwelling/Lot and Condominium Unit, subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the By-Laws and shall be subject to the reasonable rules and regulations from time to time adopted by the Board as well as subject to the following provisions:

- a. the right of the Association to limit the number of guests of Members for the use of any recreational facility situated upon the Common Areas;

- b. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- c. the right of the Association, in accordance with this Declaration and its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and facilities and in aid thereof to mortgage said property;
- d. the right of the Association to suspend the voting rights and right to the use of the recreational facilities by a Member for any period during which any assessment against his or her Dwelling/Lot or Condominium Unit remains unpaid and for any period established by the Association for any infraction of its published rules and regulations;
- e. the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. For purposes of this paragraph, in the event a dedication or transfer of all or any part of the Common Areas is proposed, a meeting of the Owners shall be called and a vote of the Voting Members shall be held on such proposed dedication or transfer. At such meeting, the quorum requirement shall be Voting Members representing twenty percent (20%) of the total votes in the Association. Any such proposed dedication or transfer shall require the approval of a majority of the Voting Members voting at such meeting;
- f. as part of the overall development of the Property into a residential community and to encourage the marketing thereof, the Covenantor shall for sales purposes only, have the right of use of the Common Areas and facilities thereon, including any community building, during the sales and construction period on the Property to aid in its marketing. Further, during the period of construction or sales, the Covenantor, its successors and assigns, shall have an easement over, across, and through the Common Areas for the purpose of marketing and/or the development of any portion of the Property.

Section 7.02: Delegation of Use

Subject to the provisions of the Declaration, the By-Laws and the reasonable rules and regulations from time to time adopted by the Association, any Member may delegate his or her right of enjoyment to the Common Areas and facilities (other than the right to vote) to the members of his or her family, his or her tenants, or contract purchasers who reside in the Member's Dwelling or Condominium Unit.

Section 7.03: General Uses

The Common Areas are restricted to recreational uses and ancillary uses and

structures relating thereto all for the benefit of the Owners of Dwellings and Lots and Condominium Units. No alterations, additions or improvements may be made to the Common Areas except as may be authorized, in writing, by the Board or made by the Covenantor. There shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior written approval of the Board. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. The Association may not sell, give, donate, or otherwise convey a membership or other interest in the Association except to Owners of Dwellings and/or Lots and Condominium Units. This provision, however, shall not prohibit the Association, at the direction of the Board, from making alterations, additions or improvements to the Common Area.

Section 7.04: Ownership of Common Area

The Association shall own the Common Areas and the recreational facilities thereon. The Association shall be responsible for the maintenance, repair, and replacement of the Common Areas as specified in this Declaration. At any time after the recording of this Declaration, the Covenantor may, but in any event, no later than six (6) months after the completion and occupancy of the last Dwelling in the entire Property, the Covenantor shall convey the Common Areas to the Association.

Section 7.05: Improvements

Until the Covenantor has completed its development and sale of the White Eagle Club, the Covenantor shall have the right to improve the Common Areas as the Covenantor, in its discretion, deems appropriate; provided, however, that all costs and expenses thereof shall be borne by the Covenantor, except for maintenance assessments to be borne by Owners in accordance with the provisions herein.

Section 7.06: Damage, Destruction or Condemnation

In the event any portion of the Common Areas is taken by eminent domain proceedings or conveyed in lieu thereof, by a vote of a majority of the total directors on the Board, or in the event any of the improvements located on the Common Areas or any portion thereof shall suffer damage or destruction from any cause including condemnation, the proceeds of any policy or policies insuring against any such loss or damage and payable by reason thereof, or any condemnation awarded received shall be applied in the following order:

- a. in accordance with the terms and conditions of any instrument or agreement constituting a lien or other security interest in the Commons Areas or any improvements located thereon;

- b. if the balance of such insurance proceeds or award is sufficient to do so, then so much of the balance then remaining of such proceedings or award as is necessary shall be applied to the repair, restoration, or reconstruction of such improvements and the acquisition if possible of an equal amount of land, in order to restore the improvements and the integrity of the parcel of land comprising the Common Areas to substantially the same condition existing prior to the damage, destruction, or taking; and
- c. at the discretion of the Board, any funds then remaining shall be either (i) distributed to the Members of the Association in the same proportion as their share of the assessments of the Association and any such distribution to the Members shall be first applied to any delinquent assessments, or (ii) applied to the reserve and contingency fund of the Association, or (iii) used to pay Common Expenses. In the event the balance of such proceeds or award is insufficient to complete restoration or repair as aforesaid, then the use or disposition of such funds or the levying of a special assessment to raise additional funds shall be determined by Members of the Association at a meeting duly called in accordance with the terms of this Declaration and the By-Laws of the Association.

Section 7.07: Access to the White Eagle Golf Club

The White Eagle Golf Club is not and shall not be subject to this Declaration. It is not part of the Common Area. Membership in and use of the White Eagle Golf Club shall be determined by the owner thereof. Ownership of a Dwelling/Lot or Condominium Units in the Property does not grant membership in or allow the use of the White Eagle Golf Club (including but not limited to the golf course, cart paths and other facilities and properties owned by the Golf Club). Owners of Dwellings/Lots and Condominium Units in the Property may be allowed access to and use of the lakes adjacent to the golf course of the White Eagle Golf Club under terms and conditions set forth by the owner thereof.

ARTICLE VIII

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS FOR DWELLINGS AND LOTS

Section 8.01: Design Review Committee

- (a) Purpose. The Design Review Committee is established to insure that the

Property remains an attractive, harmonious residential development having continuing appeal. In order to achieve this objective, architectural controls and maintenance standards shall be established. The purpose of the Design Review Committee is to maintain the aesthetic harmony within the Property through assistance and review of various exterior improvements to Dwellings, Lots, Condominium Buildings and Condominium Units.

- (b) Composition. The members of the Design Review Committee shall be appointed by the Board. The By-Laws and/or Design Review Guidelines of the Association shall set forth the: (i) powers of the Design Review Committee, (ii) the criteria by which the Design Review Committee will review proposed plans, (iii) the number, tenure, term and qualifications of the members of the Design Review Committee, (iv) manner of appointment and removal, (v) and the operation of the Design Review Committee.
- (c) Guidelines. The Association shall establish Design Review Guidelines which shall set forth architectural and maintenance standards for: (i) the construction, erection, installation or maintenance of any new improvements, (ii) modifications and maintenance of existing improvements, and (iii) maintenance of Dwellings, Lots, Condominium Buildings and Condominium Units. Said guidelines may be applicable to any improvement, structure or landscaping relating to the Dwelling, Condominium Buildings and Condominium Units or located anywhere on the Lot. Said guidelines shall be approved by the Board of the Association as part of the rules and regulations upon recommendation by the Design Review Committee. Said guidelines shall be reviewed on an annual basis and amended as the Board deems necessary. In the event the Design Review Guidelines are amended by the Board, the Board shall distribute said amended guidelines to each Owner through one of the methods outlined in Article XIV, Section 14.02 of this Declaration or otherwise permitted by law.

The guidelines established by the Association shall not be applicable to (i) original construction of a Dwelling or Condominium Building (said review and approval authority shall remain with the Covenantor), (ii) reconstruction of a Dwelling or Condominium Building provided the exterior of the Dwelling or Condominium Building is built in substantial accordance with the originally approved size, footprint, color scheme and architectural style of the Dwelling or Condominium Building, (iii) repainting of the exterior of a Dwelling or Condominium Building provided same is similar to the original color scheme, and (iv) repainting or remodeling of the interior of a Dwelling or Condominium Building.

- (d) Review. No addition to an existing building, fence, wall, gazebo or other structure shall be commenced or erected, nor shall any addition to or change or alteration therein be made, except interior alterations, nor shall any repainting, remodeling or replacement of any exterior portion of any building or other structure be commenced, nor shall any new building, fence, wall, gazebo or other structure be commenced or erected, except as provided in paragraph (c) above, until the plans and specifications of such building or other structure shall have been submitted to and approved in writing by the Design Review Committee. The plans and specifications shall show the nature, kind, shape, height, materials and color scheme of such building or other structure. A plat of survey (drawn to scale) shall also be submitted showing the existing improvements on the Lot or Condominium Unit or Condominium Building and the location of the proposed building or other structure on the Lot or Condominium Unit or Condominium Building. The Design Review Committee shall have the right to refuse to approve any such plans or specifications which are not suitable or desirable, in its opinion, due to aesthetic or other reasons. In so passing on such plans and specifications, the Design Review Committee shall have the right to take into consideration (i) the suitability of the proposed building or other structure with the surroundings and (ii) the effect of the building or other structure on the outlook from adjacent or neighboring Dwellings and Lots or Condominium Units. The review of any plans and specifications shall be based on the architectural guidelines established by the Association. All necessary governmental permits shall be obtained and any work undertaken shall comply with all applicable governmental regulations.

All plans, specifications and other material shall be filed in the office of the Association for approval or disapproval. A report in writing setting forth the decision of the Design Review Committee and the reason therefore shall thereafter be transmitted to the applicant by the Design Review Committee within a reasonable period of time but no later than forty-five (45) days after the date of filing the plans, specifications and other material by the applicant. In the event the Design Review Committee fails to approve or disapprove within forty-five (45) days after submission of the final plans, specifications and other material as required in this Declaration, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with. If an applicant disagrees with the decision of the Design Review Committee, then the applicant may request that the Board review the proposal and the Design Review Committee decision. The decision of the Board shall be final.

- (e) Enforcement. If an addition, alteration or improvement that requires Design Review Committee approval hereunder is made to a Dwelling or

Lot or Condominium Unit or Condominium Building by an Owner without the prior written approval of the Design Review Committee, except in those cases where approval shall not be required due to failure of the Design Review Committee to approve or disapprove an application within forty-five (45) days after submission as provided in paragraph (d) of this Section, then the Board may, in its discretion, take any of the following actions:

- (i) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling and Lot or Condominium Unit or Condominium Building to the condition that existed prior to such addition, alteration or improvement, all at the Owner's expense; or
- (ii) If the Owner refuses or fails to properly perform the work required under subsection (i) hereof, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or
- (iii) Ratify the action taken by the Owner, and the Board may, but shall not be required to, condition such ratification upon the same conditions that it may impose upon the giving of its prior approval under this Section.

Section 8.02: Minimum Dimensions of Dwellings

All Dwellings and Condominium Units and Condominium Buildings constructed on the Property shall provide at a minimum the area of above grade finished living quarters and side-to-side dimensions as set forth in **Exhibit G** which exhibit is attached hereto and incorporated herein by reference.

Section 8.03: Architectural and Construction Standards for Dwellings

All Dwellings and Condominium Units and Condominium Buildings in the Property shall be constructed of masonry, cedar, stucco or similar exterior siding materials. No aluminum or vinyl siding materials shall be permitted. All Dwellings and Condominium Units and Condominium Buildings on the Property shall have roofing materials and driveway materials as set forth in this Declaration and in **Exhibit G**.

Section 8.04: Accessory Buildings

No accessory buildings or structures shall be constructed, installed, or maintained on any Dwelling, Lot, Condominium Unit, or Condominium Building, except that gazebos, and permanent barbecues shall be permitted, provided

that same are (i) approved' by the Design Review Committee, and (ii) are constructed in accordance with the Design Review Guidelines established by the Association and the plans approved by the Design Review Committee.

Section 8.05: Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property except that dogs, cats, or other household pets may be kept in Dwellings and Condominium Units, subject to rules and regulations adopted by the Board, provided that they are not kept, bred, or maintained for any commercial purpose. No pet kennels or enclosures of any type shall be kept or maintained on any part of the Property and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on the Property except inside the Dwellings or Condominium Units.

All household pets shall not be allowed unattended outside a Dwelling or Condominium Unit. If a pet is taken off of the Owner's Lot or outside of a Condominium Building, the pet must be on a leash. Animals shall not be allowed to run loose. Owners of household pets shall clean up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. Owners shall be likewise responsible for and be subject to these provisions for the household pets of their guests, family members, invitees or other Occupants of the Owner's Dwelling or Condominium Unit. The Board may from time to time adopt rules and regulations governing the (a) keeping of pets in the Dwellings and Condominium Units, and (b) use of the Common Area by pets, including, without limitation, rules and regulations which require an Owner to clean up after his or her pet and establish a fine for failure to do so.

Section 8.06: Antennae and Satellite Dishes

No radio or television antennas or satellite dishes shall be affixed or placed upon or on any portion of the Common Area without the prior written approval of the Design Review Committee or Board as provided in Section 8.01 of this Declaration. The placement, installation and use of antennas and satellite dishes on or upon the Dwellings, Lots, Condominium Units and Condominium Buildings owned by Owners shall be subject to any applicable provisions of the Design Review Guidelines and/or rules and regulations adopted by the Board as well as the ordinances and regulations of all appropriate governmental authorities. Provided, however, that no satellite dishes that are larger than one (1) meter in diameter shall be permitted on the Property without the prior written approval of the Design Review Committee or Board as provided in Section 8.01 of this Declaration. This provision, however, is not intended to interfere with the Owners' rights to adequate reception under the 1996 Telecommunications Act or other present, or future, federal or Illinois statutes.

Section 8.07: Clotheslines

No exterior clotheslines shall be erected, installed or maintained on any Dwelling or Lot in the Property.

Section 8.08: Condition of Property and Landscape Maintenance

All Dwellings, Lots, Condominium Units and Condominium Buildings shall be landscaped and maintained in accordance with the Design Review Guidelines established by the Association. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any improved Lot, Condominium Unit, or Condominium Building, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the Dwellings, Lots, Condominium Units or Condominium Buildings. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the Dwellings or Condominium Units or the garages on each of the Lots or Condominium Units, except on such days as such trash, garbage, or other waste material is to be collected and removed or during such times as otherwise permitted by the rules and regulations adopted by the Board.

If a Lot is vacant, meaning it does not have a Dwelling located on it for which a certificate of occupancy has been issued by the applicable governmental authority, it shall be graded level and be mowed so that the weeds and grass do not exceed a height of six inches (6"). Dwellings, Lots, Condominium Units and Condominium Buildings shall be kept free of all debris.

Section 8.09: Driveways

Residential driveways shall comply with the architectural and construction standards as set forth in **Exhibit G**. No residential driveway shall be altered in shape, material, or color from the originally-installed plans without the prior written approval of the Design Review Committee as further provided in Section 8.01 of this Declaration.

Section 8.10: Exterior Lighting

Any exterior lighting installed in the Property shall comply with the Design Review Guidelines established by the Association.

Section 8.11: Fences and Walls

Any fence or wall erected, installed, or maintained in the Property shall comply with the Design Review Guidelines established by the Association and the

ordinances of the appropriate governmental authority. All fences and walls shall be prior approved in writing by the Design Review Committee, as further provided in Section 8.01 of this Declaration.

No fence or wall shall be erected, installed, or maintained on: (i) any Lot or Condominium Unit which is contiguous to: (a) the White Eagle Club Golf Course, or (b) any lake within the Property; or (ii) Lots 425, 519, 574, 575, 660, 742, 831 and 842.

No cyclone, chain link or stockade fences shall be permitted within the Property. The provisions of this Section 8.11 shall not apply to any fence constructed by the Covenantor or the Association. There will not be any restrictions regarding said fences.

Section 8.12: Home Occupations

All Dwellings and Condominium Units shall be used primarily for residential purposes. An owner may conduct a home occupation in the Dwelling or Condominium Unit, provided that the following conditions are met:

- i. no signs shall be permitted;
- ii. all federal, state and local laws, ordinances and regulations shall be complied with, including, but not limited to, any and all licensing requirements; and
- iii. any and all rules and regulations adopted by the Board related to home occupations and the uses of the Dwellings and Lots and Condominium Units related to same.

For purposes of this Section, a home occupation shall be considered an accessory use of a Dwelling or Condominium Unit so located and conducted that the average neighbor would not be aware of its existence. The standards for home occupations are intended to ensure compatibility with other permitted uses and the residential character of the Property and to maintain the subordinate and incidental status of the home occupation. A home occupation shall be conducted completely within any Dwelling or Condominium Unit or within any building or structure accessory to the Dwelling or Condominium Unit. Activities related to the home occupation shall be conducted entirely within the Dwelling or Condominium Unit or within an accessory building or structure on the Owner's Lot. The home occupation shall be subordinate and incidental to the principal use of the Dwelling or Condominium Unit, accessory building and/or structure for residential purposes and shall not exceed twenty-five percent (25%) of the gross floor area of the Dwelling or Condominium Unit and accessory buildings or structures on the Lot on which the Dwelling is located. The twenty-five percent

(25%) gross floor area restriction shall not apply to baby-sitting services and home based daycare facilities, but those types of home occupations shall be subject to all other provisions of this Section.

Section 8.13: **Mailbox Restrictions**

All mailboxes erected or installed in the Property shall comply with: i) the Design Review Guidelines established by the Association, and ii) the ordinances of the appropriate governmental authority, and iii) the regulations of the United States Postal Service. Mailboxes shall be permanently erected or installed.

Section 8.14: **Merchandising Sales**

All merchandising, yard, and/or garage sales shall comply with: i) the Design Review Guidelines established by the Association, and ii) the ordinances of the appropriate governmental authority.

Section 8.15: **Recreational Equipment**

Recreational equipment, including but not limited to basketball goals and playground equipment, may be erected and maintained on residential Lots or Condominium Units subject to the Design Review Guidelines established by the Association and the ordinances and regulations of the appropriate governmental authority.

Section 8.16: **Parking and Vehicles**

Camping trailers, boats, tractors, trucks, commercial vehicles, automobiles with commercial signage, motorcycles, mobile homes, snowmobiles, personal water craft, trailers or other vehicles of any type whatsoever shall be not stored, permanently or temporarily, on any Lot or Condominium Unit, except in an enclosed garage. Notwithstanding the foregoing, camping trailers, boats and mobile homes may be parked outside of an enclosed garage for loading/unloading purposes; said vehicles may be parked outside of an enclosed garage for a maximum of one hundred and twenty (120) hours within a calendar month. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the owner of the Dwelling/Lot or Condominium Unit. Additionally, an Owner shall be permitted to park his/her personal, passenger automobile(s) on the driveway on such Owner's Lot or Condominium Unit, subject to any rules and regulations adopted by the Board.

Section 8.17: **Security and Fire System**

All Dwellings and Condominium Units in the Property shall be pre-wired to a security and fire system in accordance with the rules and regulations established by the Association. The cost of pre-wiring, connection to the monitoring system, operation, and maintenance of said system for each Dwelling or Condominium Unit shall be paid by the Owner of the Dwelling or Condominium Unit. The cost of monitoring the system for each Dwelling and Condominium Unit will be a Common Expense and included in the budget of the Association. For purposes of this Section, monitoring the system is defined as providing access to a twenty-four (24) hour professional monitoring facility to take prescribed action when a system has been activated.

Prior to each conveyance of a Dwelling or Condominium Unit, the seller thereof shall have the security and fire system inspected and, if necessary, repaired by the licensed security system installation company specified by the Association. The inspector shall issue a report certifying that: a) the system complies with the Association specifications in effect at the time of the construction of the Dwelling or Condominium Unit, and b) the minimum-required system is in operating condition. The seller shall provide a copy of said report to the purchaser of the Dwelling or Condominium Unit and to the Association. No Dwelling or Condominium Unit shall be conveyed without such report and the Association shall not issue a statement or certificate concerning the status of the payment of assessment without receipt of such report. The cost of said inspection and repair shall be paid by the seller of the Dwelling or Condominium Unit.

Section 8.18: **Signs**

Any sign erected in the Property shall comply with the Design Review Guidelines and any rules and regulations established by the Association as well as the ordinances of the appropriate governmental authority. Provided, however, that this Section shall not apply to any signs placed and maintained by an appropriate governmental body or the Association.

Section 8.19: **Swimming Pools**

No above-ground or in-ground swimming pools of any type whatsoever located outside of a Dwelling, Condominium Building or Condominium Unit shall be erected, installed, or maintained upon any residential Lot in the Property. Only swimming pools located entirely within a permanent structure which is an integral part of the Dwelling, Condominium Building or Condominium Unit shall be permitted.

Section 8.20: Quiet Enjoyment

No unlawful, noxious, immoral, or offensive activity shall be carried on, in or upon or conducted anywhere on the Property, nor shall anything be done therein or thereon, either wilfully or negligently, which may become an annoyance or nuisance to any Owner or Occupant. No Owner or Occupant shall operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

Section 8.21: Application of Government Regulations

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

Section 8.22: Roofing Materials

All Dwellings, Condominium Units and Condominium Buildings shall have roofs made of either asphalt, fiberglass, cedar or tile. No Dwelling, Condominium Unit or Condominium Building roof shall be altered in shape, material, or color from the originally-installed plans without the prior written approval of the Design Review Committee and compliance with the Design Review Guidelines as further provided in Section 8.01 of this Declaration.

ARTICLE IX

COVENANTOR'S RESERVED RIGHTS

Section 9.01: Easements

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

Section 9.02: General Rights

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

The Covenantor shall have the right to maintain its sales facilities on the Property without payment of any rent or other fee or charge therefor during the construction and sales period for the Property.

Section 9.03: Use of Name and Logo

The Covenantor shall have the sole and exclusive use of the name "White Eagle Club" and the logo thereof. The Covenantor hereby permits the Association to use the name "White Eagle Club" for the name of its Association and for no other purpose. Neither the Association nor any Owner of a Dwelling, Lot or Condominium Unit in the Property may copyright, trademark, or license the name "White Eagle Club" or the logo thereof.

Section 9.04: Individual Homeowner or Condominium Associations

The Covenantor reserves the right to review and approve the articles of incorporation, declaration of covenants and restrictions, by-laws, and rules and regulations of any homeowners association or condominium association created for any portion of the Property. Said documents must be in furtherance of the purpose of White Eagle Club and be consistent with the duties, responsibilities, obligations, and procedures of the Association. No articles of incorporation shall be filed with the Secretary of State, no declaration of covenants and restrictions shall be recorded, and no by-laws or rules and regulations shall be effective unless and until the Covenantor approves said documents in writing.

ARTICLE X

EASEMENTS

Section 10.01: Easements for Utilities

Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services shall be granted as shown on any plat filed in connection with the Common Areas. Further, any additional easements for such purposes may be granted by the Covenantor and/or the Board at any time for the purpose of obtaining such utility services.

The Covenantor, its successors and assigns, shall at all times have the right of ingress and egress over said easements for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting any sewer, gas, water and/or drainage facilities within said easements.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the

aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

Section 10.02: Easement Rights

The Covenantor, its 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 requisite for the enjoyment of the easement rights herein granted, including the right to clear said easement areas of timber, trees, or shrubs, or any building, fence, 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.

Section 10.03: Easements – Governmental Authorities

Police, fire, water, health, and other authorized municipal officials, employees, and vehicles shall have the right of ingress and egress to the Property for performance of official duties.

Section 10.04: Easements for Developer

During the period of construction and/or marketing of the Property, the Covenantor shall have the right of ingress and egress, and the right to install any improvements, over, across, and through the Common Areas. Further, the Covenantor shall have the right to store such equipment and materials as the Covenantor deems necessary for the purpose of construction and marketing during said period.

Section 10.05: Easement for Ingress and Egress

The Covenantor and every Owner of a Dwelling, Lot or Condominium Unit, and their guests, agents, invitees and licensees, shall have an easement for ingress and egress over, across and through the Common Areas.

Section 10.06: Maintenance Easements

The Covenantor and the Association, their agents, invitees and employees, shall have an easement over, across and through the real property legally described on **Exhibit F** for the purpose of maintaining, repairing and replacing the fence located along the rear property line of the Lots specified in **Exhibit F**. The Covenantor and the Association shall also have the right to trim or remove trees, shrubs or other vegetation which interferes with the maintenance, repair and/or replacement of said fence.

Section 10.07: Easements Running with the Land

All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, legal representatives, successors, and assigns, and all Owners, perpetually in full force and effect.

Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants described in this Article, or described in any other part of this Declaration or other documents relating thereto, shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said Dwellings/Lots or Condominium Units as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 10.08: Easements, Leases, Licenses and Concessions

The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Common Area for such uses and purposes as the Board deems to be in the best interests of the Owners and which are not prohibited hereunder, including, without limitation, the right to grant easements for utilities or any other purpose which the Board deems to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Common Area shall be used to pay the Common Expenses. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Dwelling, Lot or Condominium Unit, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section.

Section 10.09: Association Easement

The Association, and its duly authorized agents and hired contractors, shall have the right and power to come onto any Lot, Condominium Building or Condominium Unit for the purpose of furnishing the services required to be furnished hereunder or enforcing its rights and powers hereunder. The Association and its authorized agents and hired contractors shall also have the right of ingress to, egress from, and parking on the Common Area, and the right to store equipment on the Common Area, for the purpose of furnishing any maintenance, repairs or replacements of the Common Area as required or permitted hereunder.

Section 10.10: No Dedication to Public Use

Except for easements granted or dedications made expressly to the contrary as permitted in this Declaration, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

ARTICLE XI

INSURANCE

Section 11.01: Acquisition of Insurance Coverage

The Board shall obtain insurance coverage for the Common Areas to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of the Common Areas and the insurance premiums shall be a Common Expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act or neglect of any Owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty (30) days prior written notice to the Association. The insurance policies shall contain waivers or subrogation with respect to the Board, its employees, and agents, Owners, members of their household and mortgagees, and, if available, shall contain a replacement clause endorsement.

Section 11.02: Appointment of Trustee for Proceeds

The Board may, at its discretion, retain any bank or trust company to act as trustee, agent, or depository on its behalf for the purpose of receiving or distributing 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 said corporate trustee shall be a Common Expense. In the event of a loss in excess of an amount that is equal to fifty percent (50%) of the annual budget for the year during which such loss occurs, the Board must engage a corporate trustee as aforesaid.

Section 11.03: Appraisals

The Board shall obtain, at least every three years, an appraisal, for insurance purposes, of the Common Areas, and, upon receipt of any such appraisal,

shall readjust, renegotiate, or obtain new insurance consistent with the appraisal as provided.

Section 11.04: Reconstruction of the Common Area

The insurance proceeds received on an insurance policy obtained pursuant to Section 11.01 of this Declaration shall be applied by the Board or corporate trustee on behalf of the Association for the reconstruction or restoration of the Common Areas.

Section 11.05: Board Acceptance of Insurance Proceeds

Payment by an insurance company to the Board or corporate trustee of any insurance proceeds coupled with the receipt and release from the Board of the company's liability under said policy shall constitute a full discharge of said insurance carrier and said carrier shall not be under any obligation to inquire into the terms of any trust under which the proceeds may be held pursuant hereto.

Section 11.06: Other Insurance

The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Covenantor, the manager and managing agent, if any, and their respective employees and agents, if any, from liability in connection with the Common Areas and insuring the officers of the Association and members of the Board from liability for good faith actions. The premium for such insurance shall be a Common Expense.

Section 11.07: Fidelity Bond

- (a) The Association shall obtain and maintain fidelity insurance covering all Persons, including any professional property manager and his or her employees, who control or disburse funds of the Association, for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association.
- (b) All management companies that are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall have standing to make a loss claim against the bond of the management

company as a party covered under the bond.

ARTICLE XII

RIGHTS OF FIRST MORTGAGE HOLDERS

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a first mortgage lien of record on any Dwelling, Lot or Condominium Unit which is subject to the terms hereof.

Section 12.01: Notice

The Association shall, if so requested in writing by any first mortgagee of record of a Dwelling, Lot or Condominium Unit, give written notification as follows:

- a. notice of any default of the Owner of any Dwelling, Lot or Condominium Unit which is the subject of such mortgage if such default is not cured within thirty (30) days after its occurrence;
- b. five (5) days prior written notice of any annual or special meeting of the Association. The mortgagee may designate a representative to attend any such meeting;
- c. notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the Property, the assessments or collection thereof, or any other matter affecting the Property as governed by the terms of this Declaration. Such notice shall be given at least ten (10) days prior to the submission of same for approval by the Members of the Association;
- d. timely notice of substantial damage or destruction of any portion of the Common Areas;
- e. notice of any condemnation or eminent domain proceeding affecting any portion of the Common Areas;
- f. the request by a mortgagee for any or all of the above notices may be submitted to the Association via the Board of Directors, in writing, and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the Dwelling/Lot or Condominium Unit is terminated, whichever shall be first in time.

Section 12.02: Books and Records

Any first mortgagee of record of a Dwelling, Lot or Condominium Unit shall have the right, upon thirty (30) days' written notice, to examine those books and records of the Association which Owners have a right to examine, as further provided in the By-Laws, at any time during normal business hours, and shall be

entitled to receive, at its written request, a copy of any and all annual financial statements within thirty (30) days from the date of such request or the date of preparation of such statement, as the case may be.

Section 12.02: Priority as to Proceeds

Nothing in this Declaration, the By-Laws, or Articles of Incorporation of the Association shall be construed in such manner as will entitle any Owner or other party priority over an institutional first mortgage lien holder of record (or the holder of an equivalent security interest) with respect to any insurance proceeds distributable to a Dwelling, Lot or Condominium Unit of any award or proceeds of a condemnation or eminent domain proceeding or settlement.

ARTICLE XIII

AMENDMENTS

Section 13.01: Amendment

The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board of Directors. Said change, modification, or rescission shall be approved by Voting Members representing a majority of the total votes present, in person or by written proxy, at a meeting of the Owners called for such purpose. Provided also, however that Voting Members representing at least twenty-five percent (25%) of the total votes in the Association must vote in favor of such change, modification, or rescission at such meeting in order for such change, modification, or rescission to be approved.

Section 13.02: Notice of Amendment

The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of DuPage County and Will County, Illinois.

Section 13.03: Rights of Covenantor

No amendment which shall adversely affect the rights of the Covenantor (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without the Covenantor's express written consent thereto.

ARTICLE XIV

GENERAL PROVISIONS

Section 14.01: **Duration**

The covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure to the Owners of Dwellings/Lots and Condominium Units and beneficiaries or trusts holding title to Dwellings/Lots and Condominium Units on the Property full enjoyment and benefit of their Dwellings/Lots and Condominium Units. They shall inure to the benefit of and be enforceable by the Association, or the Owner of any Dwelling, Lot or Condominium Unit subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns.

Section 14.02: **Notices**

Unless otherwise specifically provided in this Declaration or in the By-Laws or required by law, any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if:

- a) Mailed to the Owner's last known address as provided by such Owner to the Association, or if no such address has been provided then mailed to such Owner's Dwelling or Condominium Unit;
- b) Personally delivered to such Owner;
- c) Posted in an Association publication that is routinely mailed to all Owners; or
- d) Transmitted to an Owner via electronic mail (e-mail), facsimile (fax) or other electronic means to an e-mail address, fax number or other specified electronic delivery method provided to the Association by such Owner; provided, however, that prior to the sending of such a notice via e-mail, fax and/or other electronic method an Owner must consent, in writing, to receive notices via e-mail, fax and/or other electronic method.

The date of mailing or delivery, or the date of transmission if the notice is sent by fax, e-mail or other electronic method, shall be deemed the date of service.

Section 14.03: **Model Homes**

It shall not be deemed to be a violation of these covenants and restrictions for the Covenantor to permit the erection or maintenance of model homes anywhere within the Property. However, model homes may be maintained only for a period of not more than one (1) year after the completion and occupancy of

ninety-five percent (95%) of the total number of Dwellings and Condominium Units to be constructed in the Property, except as approved by the Board of the Association. No model home may be erected or maintained unless approved by the Covenantor.

Section 14.04: Leasing of Residences

If any Owner shall lease his or her Dwelling or Condominium Unit, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration, the By-Laws, and the rules and regulations adopted by the Board and that any breach thereof shall constitute a default under such lease by lessee. The Owner shall remain bound by all obligations set forth in this Declaration, the By-Laws and the rules and regulations adopted by the Board. Furthermore, regardless of whether or not it shall be stated in a lease, all provisions of this Declaration, the By-Laws and the rules and regulations shall be applicable to any person leasing a Dwelling or Condominium Unit and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any breach by tenant of any of the provisions of this Declaration, the By-Laws or the rules and regulations.

Section 14.05: Rights and Obligations

Each Owner covenants to abide by, and each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to: a) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such Person in like manner as if he or she had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such Owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 14.06: Liberal Construction

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential, commercial, and recreational community of the highest quality and character.

Section 14.07: Covenant to Abide by this Declaration

The Covenantor covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the Property.

Section 14.08: Covenant in Event of Dissolution of the Association

In the event the Association is dissolved, the Owners agree that all provisions contained herein with respect to the Property shall still apply and that this Declaration shall be in full force and effect. To the extent permissible under applicable law, in the event of the dissolution of the Association, any Common Area owned by the Association shall be conveyed to the Owners as tenants in common. Prior to any dissolution of the Association, provisions shall be made as to how the responsibilities and obligations of the Association shall be handled by the Owners.

Section 14.09: Property Ownership in Trust

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

Section 14.10: Termination of Restriction

No action by the Association or Owners, whether by amendment or otherwise, shall be effective to remove the entire Property from the terms and conditions of this Declaration, without the express written consent of all of the institutional holders of the first mortgage liens recorded against the Dwellings/Lots and Condominium Units.

In the event that any condominium building constructed on the Property is at any time withdrawn from the provisions of the Illinois Condominium Property Act, all of the terms, provisions, covenants, agreements, conditions, rights, and obligations contained herein shall apply to and be binding upon the then owner or owners of said building and their successors and assigns, and in such event all references herein to "condominium building" shall mean any building thus withdrawn from the provisions of said Act and all references herein to "unit" shall mean the residential units in said building thus withdrawn from the provisions of said Act.

Section 14.11: Severability

If by legislation, judgment or court order, any portion of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration shall be deemed unconstitutional, invalid, or unenforceable, then such determination shall in no way affect any other provisions of this Declaration and all provisions of this Declaration not so affected shall remain in full force and effect.

Section 14.12: Headings/Captions

The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders and the singular shall include the plural, and vice versa.

Section 14.13: Rule Against Perpetuities

The covenants, restrictions, conditions, reservations, easements, charges, liens and other provisions as delineated in this Declaration shall run with and bind the land so as to insure the Owners full enjoyment and benefit of their Dwellings, Lots and Condominium Units. If, and to the extent that, any of the covenants, restrictions, conditions, reservations, easements, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of:

- (a) The rule against perpetuities;
- (b) The rule restricting restraints on alienation; or
- (c) Any other applicable statute or common law rule analogous thereto or

otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Barack Obama, the Forty-Fourth (44th) President of the United States, living at the date this Declaration is Recorded.

Section 14.14: Conflicts

In the case of any conflict between the Articles of Incorporation of the Association, this Declaration, the By-Laws, and the rules and regulations, the Articles of Incorporation shall control over the Declaration, the By-Laws and the rules and regulations, the Declaration shall control over the By-Laws and the rules and regulations, and the By-Laws shall control over the rules and regulations.

Section 14.15: Occupants

All of the obligations, liabilities, restrictions, and covenants imposed upon Owners in this Declaration, the By-Laws and in any rules and regulations of the Association shall also be applicable to and imposed upon all other Occupants and residents of any Dwelling or Condominium Unit.

ARTICLE XV

REMEDIES

Section 15.01: Enforcement

- (a) In addition to all other rights herein granted to the Association, the Association or any Owner, their successors or assigns, shall have the right to enforce the provisions of this Declaration, the By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any such provisions, and further the Association shall have the right to levy a fine against such Person or Persons for an infraction of any provision of this Declaration, the By-Laws or any rules and regulations of the Association.
- (b) All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Covenantor, the Association or any Owner to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration, the By-Laws or any rules and regulations of the Association shall be deemed to be abrogated or waived by reason of any failure to

enforce same irrespective of the number of violations or breaches which may have occurred. The Covenantor reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist.

- (c) All expenses incurred by the Association in connection with any such proceedings, including, but not limited to reasonable attorney's fees, court costs and Managing Agent fees, shall be assessed against any Owner violating any such provisions and shall be a Charge and constitute a lien on his or her Dwelling and Lot or Condominium Unit and be enforceable in the same manner as unpaid assessments as provided in this Declaration and recoverable by the Association as part of any such proceedings.

Section 15.02: Managing Agent Fees

Any and all Managing Agent fees and costs associated with the collection of delinquent assessments and/or curing an Owner's or Occupant's breach or violation of the Declaration, the By-Laws and/or rules and regulations shall be assessed back to the defaulting Owner's account and become an additional obligation and Charge of such delinquent Owner. To assist the Association in collecting delinquent assessments and/or curing violations of the Declaration, By-Laws and/or rules and regulations from the Owners, the Managing Agent may perform the following duties: prepare and issue delinquency notices, prepare and issue statutory and other demand letters, order an ownership (tract) search to verify current ownership of the delinquent Dwelling and Lot or Condominium Unit, prepare and record a lien against the delinquent Dwelling and Lot or Condominium Unit for unpaid assessments or other Charges and any such other services performed in an effort to assist the Association in the collection of delinquent assessments or other Charges or curing breaches or violations of the Declaration, By-Laws and rules and regulations. The Managing Agent is entitled to receive a reasonable fee for such services performed, as more fully outlined in the management agreement entered into between the Managing Agent and the Association.

Section 15.03: Fees Associated with Mortgage Foreclosure

All expenses and fees, including, but not limited to, Managing Agent fees, attorney's fees and court costs, incurred by the Association as a result of the Association being included as a defendant in a mortgage foreclosure action shall be assessed back to the Owner sued in such foreclosure action and become an additional obligation and Charge of such delinquent Owner and a part of that Owner's assessment account.

Section 15.04: **Board Self Help**

In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of this Declaration, the By-Laws, or rules or regulations of the Association, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days prior written notice to the Owner, shall have the right to enter upon that part of the Property, including, but not limited to, any Lot and/or Dwelling exterior or Condominium Building and/or Condominium Unit exterior, where the violation or breach exists to remove or rectify the violation or breach at the expense of the Owner in violation or breach, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; provided, that, if the violation or breach exists within a Dwelling or Condominium Unit, judicial proceedings must be instituted before any items of construction can be altered or demolished.

ARTICLE XVI

MANAGING AGENT STANDARDS

Section 16.01: **Managing Agent**

"Managing Agent", as used in this Declaration, shall mean an individual who administers for compensation the coordination of financial, administrative, maintenance, or other duties called for in the Association's property management contract, including individuals who are direct employees of the Association. A Managing Agent does not include support staff, such as bookkeepers, administrative assistants, secretaries, property inspectors, or customer service representatives.

Section 16.02: **Requirements**

To perform services as a Managing Agent, an individual must meet the following requirements:

- (a) The individual shall have attained the age of twenty-one (21) and be a citizen or legal permanent resident of the United States;
- (b) The individual shall not have been convicted of forgery, embezzlement, obtaining money under false pretenses, larceny, extortion, conspiracy to defraud or other similar offense or offenses;
- (c) The individual shall have a working knowledge of the fundamentals of community association management, including the Illinois Condominium Property Act (765 ILCS 605/1 et. seq.), the Illinois Not-for-Profit Corporation Act (805 ILCS 105/101 et. seq.), the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.) and any other laws pertaining to community association management; and

- (d) The individual shall not have engaged in the following activities: failure to cooperate with any law enforcement agency in the investigation of a complaint; or failure to produce any document, book, or record in the possession or control of the Managing Agent after a request for production of that document, book, or record in the course of an investigation of a complaint.

Section 16.03: Access to Association Funds

A Managing Agent, and the firm/company with whom the Managing Agent is employed, shall not solely and exclusively have access to and disburse funds of the Association unless:

- (a) There is a fidelity bond in place;
- (b) The fidelity bond is in an amount not less than all monies of the Association in the custody or control of the Managing Agent;
- (c) The fidelity bond covers the Managing Agent and all partners, officers, and employees of the firm/company with whom the Managing Agent is employed during the term of the bond, as well as the Association officers, directors, and employees of the Association who control or disburse funds;
- (d) The insurance company issuing the bond may not cancel or refuse to renew the bond without giving at least ten (10) days' prior written notice to the Association; and
- (e) The Association shall secure and pay for the bond.

Section 16.04: Separate Accounts

If the Managing Agent of the Association provides community association management services to any other community association besides the Association, the Managing Agent shall maintain separate, segregated accounts for each community association that it provides such services. The funds of the Association shall not, in any event, be commingled with funds of the Managing Agent, the firm/company of the Managing Agent, or any other community association. The maintenance of these accounts shall be custodial, and the account holding the Association's funds shall be in the name of the Association.

Section 16.05: Exempt Persons

Except as otherwise provided, this Article does not apply to any person acting as a receiver, trustee in bankruptcy, administrator, executor, or guardian acting under a court order or under the authority of a will or of a trust instrument.

Section 16.06: Right of Action

- (a) Nothing in this Article shall create a cause of action by an Owner

against the Managing Agent or the firm/company of the Managing Agent;
and

- (b) This Article shall not impair any right of action by an Owner against the Board under existing law.

END OF TEXT OF DECLARATION

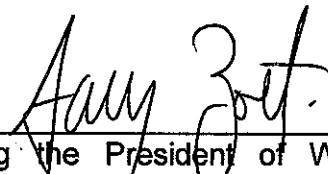
This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)


The undersigned is President of the Board of Directors of White Eagle Club Property Owners Association and by my signature below, do hereby execute the foregoing Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association on behalf of the Board and certify that said instrument has been approved by not less than twenty-five percent (25%) of the total Membership voting, either in person or by written proxy, at a meeting of the Members.

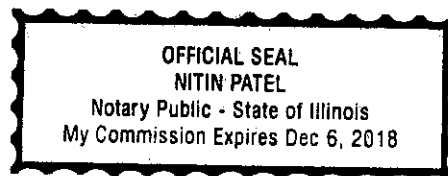
EXECUTED this 24th day of MARCH, 2015.



Being the President of White Eagle Club
Property Owners Association

I, Nitin Patel, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of White Eagle Club Property Owners Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: _____



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

The undersigned is President of the Board of Directors of White Eagle Club Property Owners Association and by my signature below, do hereby execute the Amended and Restated By-Laws of White Eagle Club Property Owners Association, which are attached as Exhibit "B" to the Second Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association on behalf of the Board and certify that such Amended and Restated By-Laws of White Eagle Club Property Owners Association were approved by a majority of the number of votes present, in person or by written proxy, at a meeting of the Members held for the purpose of voting on such amendment, which majority constituted not less than twenty-five percent (25%) of the total number of votes in the Association.

EXECUTED this 24th day of MARCH, 2015.

Aam Zet.
Being the President of White Eagle Club
Property Owners Association

I, Nitin Patel, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of White Eagle Club Property Owners Association, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: _____



EXHIBIT "A"

Exhibit "A" consists of the following subparts following this cover page:

1. Exhibit "A1", which is the Legal Description of White Eagle Club from the Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association dated July 1, 1987;
2. Exhibit "A2", which is the Legal Description of the Additional Property of White Eagle Club;
3. Exhibit "A3", which is the Legal Description of the Development Tract; and
4. Exhibit "A4", which is the Supplemental Declaration to the Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association recorded as Will County Recorder document number R2014100036.

EXHIBIT A,

LEGAL DESCRIPTION OF WHITE EAGLE CLUB FROM THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR WHITE EAGLE CLUB
PROPERTY OWNERS ASSOCIATION DATED JULY 1, 1987

THIS EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32; ALSO THE SOUTHWEST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 33 (EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 33, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 33, THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 319.75 FEET; THENCE NORTHERLY AT AN ANGLE OF 90 DEGREES - 43 FEET - 40 INCHES TO THE RIGHT OF THE PRECEDING COURSE FOR A DISTANCE OF 255.8 FEET; THENCE EASTERLY FOR A DISTANCE OF 322.85 FEET TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, 248.55 FEET NORTH OF THE SOUTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 248.55 FEET TO THE PLACE OF BEGINNING) ALL IN TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS,

AND

THE NORTH HALF OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, WILL COUNTY, ILLINOIS (EXCEPTING THEREFROM THAT PART OF THE NORTHWEST QUARTER OF SAID SECTION 4 DESCRIBED AS COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 4 AND RUNNING EASTERLY ALONG THE SOUTHERLY LINE OF SAID QUARTER, 256.68 FEET, TO THE POINT OF BEGINNING; THENCE NORTHERLY, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER, 300.00 FEET; THENCE EASTERLY, PARALLEL WITH THE SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER, 310.00 FEET; THENCE SOUTHERLY, PARALLEL WITH THE AFORESAID EASTERLY LINE OF THE NORTHWEST QUARTER, 300.00 FEET, TO THE SOUTHERLY LINE OF SAID QUARTER; THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHWEST QUARTER, 310.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION), (ALSO EXCEPTING THAT PART OF THE NORTHEAST QUARTER OF SAID SECTION 4 DESCRIBED AS COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER AND RUNNING THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID SECTION 4, A DISTANCE OF 903.34 FEET, TO THE SOUTH LINE OF LAND HERETOFORE CONVEYED TO CHARLES STEININGER BY DEED RECORDED FEBRUARY 14, 1918 IN BOOK 458, PAGE 353, AS DOCUMENT NO. 294452, SAID POINT BEING THE POINT OF BEGINNING SAID EXCEPTION; THENCE WESTERLY ALONG SAID STEININGER SOUTH LINE 768.20 FEET; THENCE SOUTHERLY 375.02 FEET TO AN IRON STAKE; THENCE EASTERLY 323.34 FEET; THENCE SOUTHERLY PARALLEL TO THE EASTERLY LINE OF SAID SECTION 4, A DISTANCE OF 446.50 FEET; THENCE EASTERLY 448.35 FEET, TO THE AFORESAID EASTERLY LINE OF SECTION 4; THENCE NORTHERLY, ALONG THE EASTERLY LINE OF SECTION 4, A DISTANCE OF 831.97 FEET, MORE OR LESS TO THE POINT OF BEGINNING OF SAID EXCEPTION, ALL IN WILL COUNTY, ILLINOIS.

EXHIBIT A,

LEGAL DESCRIPTION OF THE
ADDITIONAL PROPERTY OF WHITE EAGLE CLUB

PARCEL ONE:

THE NORTH HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF WHEATLAND, WILL COUNTY, ILLINOIS.

PARCEL TWO:

THE NORTH 20 ACRES OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF WHEATLAND, WILL COUNTY, ILLINOIS.

R97-175591

EXHIBIT A3

LEGAL DESCRIPTION OF THE DEVELOPMENT TRACT

Declaration

LOTS 1 - 161 OF WHITE EAGLE CLUB UNIT 1 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R87-94120 ON JUNE 26, 1987 IN DUPAGE COUNTY, ILLINOIS.

Amendment No. 2

LOTS 162 - 180 OF WHITE EAGLE CLUB UNIT 3 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R87-132313 RECORDED ON SEPTEMBER 3, 1987 IN DUPAGE COUNTY, ILLINOIS.

Amendment No. 3

LOTS 181 - 306 OF WHITE EAGLE CLUB UNIT 4 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R88-001786 RECORDED ON JANUARY 6, 1988 IN DUPAGE COUNTY, ILLINOIS.

Amendment No. 4

THAT PART OF THE SOUTH HALF OF SECTION 33; TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF WHITE EAGLE CLUB UNIT 1, BEING A SUBDIVISION IN PART OF THE AFORESAID SECTION 33, RECORDED AS DOCUMENT R87-3387 IN DUPAGE COUNTY, ILLINOIS, SAID POINT BEING THE INTERSECTION OF A WESTERLY LINE OF WHITE EAGLE DRIVE WEST WITH A SOUTHERLY LINE OF WHITE EAGLE DRIVE; THENCE EASTERLY ALONG THE SOUTHERLY OF WHITE EAGLE DRIVE ON A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 1460.00 FEET, 155.00 FEET, ARC, (CHORD BEARING NORTH 76°-49'-58" EAST, 154.93 FEET, CHORD), TO THE POINT OF BEGINNING; THENCE SOUTH 5°-21'-16" EAST, 1411.13 FEET; THENCE NORTH 49°-51'-48" EAST, 797.59 FEET; THENCE NORTH 32°-11'-41" WEST, 617.59 FEET; THENCE NORTH 10°-30'-15" WEST, 138.87 FEET; THENCE NORTH 15°-18'-11" EAST, 250.00 FEET, TO A POINT ON THE SAID SOUTHERLY LINE OF WHITE EAGLE DRIVE; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY LINE OF WHITE EAGLE DRIVE ON A NON-TANGENT CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 1460.00 FEET, 455.00 FEET, ARC, (CHORD BEARING SOUTH 88°-48'-07"

WEST, 453.16 FEET, CHORD), TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS, AND CONTAINING 13.6030 ACRES MORE OR LESS. (a/k/a WHITE EAGLE CLUB UNIT 8).

Amendment No. 5

THAT PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF WHITE EAGLE CLUB UNIT 1, BEING A SUBDIVISION IN PART OF THE AFORESAID SOUTH HALF OF SECTION 33, RECORDED AS DOCUMENT R87-3387 IN DUPAGE COUNTY, ILLINOIS, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF 83RD STREET WITH THE EASTERLY LINE OF WHITE EAGLE DRIVE; THENCE SOUTH 1°-04'-12" EAST, ALONG THE SAID EASTERLY LINE, 200.00 FEET; THENCE SOUTH 4°-0'-28" WEST, ALONG THE SAID EASTERLY LINE 110.45 FEET; THENCE SOUTH 1°-04'-12" EAST, ALONG THE SAID EASTERLY LINE, 196.00 FEET, TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG THE SAID EASTERLY LINE ON A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 950.00 FEET, 90.95 FEET ARC, (CHORD BEING SOUTH 1°-40'-22" WEST, 90.92 FEET, CHORD), TO THE POINT OF BEGINNING; THENCE SOUTH 82°-11'-12" EAST, 154.70 FEET; THENCE SOUTH 64°-41'-00" EAST, 344.00 FEET; THENCE SOUTH 27°-17'-15" EAST, 402.13 FEET; THENCE SOUTH 75°-38'-29" WEST, 260.37 FEET; THENCE SOUTH 57°-50'-03" WEST, 1211.82 FEET; THENCE SOUTH 84°-47'-38" WEST, 154.98 FEET, TO A POINT ON CURVE; THENCE NORTHEASTERLY ALONG A NON-TANGENT CURVE WHOSE CENTER LIES EASTERLY HAS A RADIUS OF 581.00 FEET, 68.65 FEET, ARC, (CHORD BEARING NORTH 4°-44'-40" EAST, 68.61 FEET, CHORD), TO A POINT OF TANGENCY; THENCE NORTH 8°-07'-45" EAST, 100.25 FEET, TO A POINT OF CURVE; THENCE CONTINUING NORTHERLY ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 713.00 FEET, 212.37 FEET, ARC, (CHORD BEARING NORTH 0°-24'-13" WEST, 211.59 FEET, CHORD), TO A POINT OF TANGENCY; THENCE NORTH 8°-07'-45" WEST, 10.57 FEET, TO THE CURVED EASTERLY LINE OF AFORESAID WHITE EAGLE DRIVE; THENCE NORTHEASTERLY ALONG THE SAID EASTERLY LINE OF WHITE EAGLE DRIVE ON A NON-TANGENT CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 950.00 FEET, 1237.86 FEET, ARC, (CHORD BEARING NORTH 41°-44'-38" EAST, 1152.13 FEET, CHORD), TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS. (a/k/a WHITE EAGLE CLUB UNIT 9).

Amendment No. 6

LOTS 381 - 413 OF WHITE EAGLE CLUB UNIT 6 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R88-66659 RECORDED ON JUNE 23, 1988 IN DUPAGE COUNTY, ILLINOIS.

R97-175591

Amendment No. 7

LOTS 414 - 440 OF WHITE EAGLE CLUB UNIT 7 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R88-66660 RECORDED ON JUNE 23, 1988 IN DUPAGE COUNTY, ILLINOIS.

Amendment No. 8

LOTS 309 - 380, AND 566 - 568 OF WHITE EAGLE CLUB UNIT 5 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R88-114846 AND R88-114847 RECORDED ON OCTOBER 6, 1988 IN DUPAGE COUNTY, ILLINOIS.

Amendment No. 10

LOTS 441- 492 OF WHITE EAGLE CLUB UNIT 12 BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY ILLINOIS AND PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED BY THE RECORDER OF DEEDS OF DUPAGE COUNTY AS DOCUMENT NO. R89-039631 RECORDED ON APRIL 4, 1989 AND BY THE RECORDER OF DEEDS OF WILL COUNTY ON APRIL 21, 1989 AS DOCUMENT NO. R89-18649.

Amendment No. 11

LOTS 493 - 551 OF WHITE EAGLE CLUB UNIT 14 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R89-18648 RECORDED ON APRIL 21, 1989 IN WILL COUNTY.

Amendment No. 12

LOTS 561 - 565 OF WHITE EAGLE CLUB UNIT 11 BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R92-0046234 RECORDED ON JUNE 16, 1992, IN WILL COUNTY, ILLINOIS.

Amendment No. 13

LOTS 577 - 597 OF WHITE EAGLE CLUB UNIT 17 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R92-0082738 ON OCTOBER 20, 1992 IN WILL

COUNTY.

Amendment No. 14

LOTS 552 - 560 OF WHITE EAGLE CLUB UNIT 14 RESUBDIVISION BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R92-101087 RECORDED ON DECEMBER 15, 1992 IN WILL COUNTY.

Amendment No. 15

LOTS 192 - 196 OF WHITE EAGLE CLUB UNIT 4 RESUBDIVISION BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R93-54649 RECORDED ON MARCH 24, 1993 IN DUPAGE COUNTY.

Amendment No. 18

LOTS 599 - 628 OF WHITE EAGLE CLUB UNIT 15 BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R93-114350 ON DECEMBER 17, 1993 IN WILL COUNTY.

Amendment No. 19

LOTS 651 - 697 OF WHITE EAGLE CLUB UNIT 18 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R94-76867 ON AUGUST 8, 1994 IN WILL COUNTY, ILLINOIS.

Amendment No. 20

LOTS 807 THROUGH 843 OF WHITE EAGLE CLUB UNIT 22 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 29, 1994 AS DOCUMENT NO. R94-115743, ALL IN WILL COUNTY, ILLINOIS.

Amendment No. 22

LOTS 631 - 650 OF WHITE EAGLE CLUB UNIT 16 BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R95-22928 ON APRIL 11, 1995 IN WILL COUNTY, ILLINOIS.

LOTS 844 - 851, 873 - 887, 903 - 910 OF WHITE EAGLE CLUB UNIT 23 BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R95-22930 ON APRIL 11, 1995 IN WILL COUNTY, ILLINOIS.

Amendment No. 23

LOTS 629, 630, AND 698 - 717 OF WHITE EAGLE CLUB UNIT 19 BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON SEPTEMBER 14, 1995 AS DOCUMENT NO. R95-68580, ALL IN WILL COUNTY, ILLINOIS.

LOTS 718 - 736, 744 - 767, 805 AND 806 OF WHITE EAGLE CLUB UNIT 20 BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON SEPTEMBER 28, 1995 AS DOCUMENT NO. R95-073266, ALL IN WILL COUNTY, ILLINOIS.

LOTS 737 - 743 AND 1001 - 1047 AND 1049 - 1051 OF WHITE EAGLE CLUB UNIT 21 BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON OCTOBER 6, 1995 AS DOCUMENT NO. R95-076338, ALL IN WILL COUNTY, ILLINOIS.

Amendment No. 24

LOTS 852-872, AND 888-902 OF WHITE EAGLE CLUB UNIT 24 BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R96-022833 ON MARCH 18, 1996 IN WILL COUNTY, ILLINOIS.

LOTS 569 - 576 OF WHITE EAGLE CLUB UNIT 10 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R89-139587 ON NOVEMBER 3, 1989 IN DUPAGE COUNTY.

R97-175591

PREPARED BY
AND RETURN TO:

Club Homes Of White
Eagle, LLC
P.O. Box 2465
Naperville, IL 60567



R2014100036

Receipt # T20140030511

Karen A. Stukel Will County Recorder 6P
KK Date 11/13/2014 Time 09:29:29
Recording Fees: \$48.75
IL Rental Hsng. Support Program: \$ 9.00

PIN: 07-01-04-200-021

SUPPLEMENTAL DECLARATION
TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WHITE EAGLE CLUB PROPERTY OWNERS ASSOCIATION

PURSUANT TO SECTION 7 OF ARTICLE II OF THE AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR WHITE EAGLE CLUB PROPERTY OWNERS ASSOCIATION (the "Declaration"), THIS SUPPLEMENTAL DECLARATION AND JOINDER (this "Joinder") is made this 23rd day of OCTOBER, 2014 by The Macom Corporation, a Delaware corporation ("Macom"), and CLUB HOMES OF WHITE EAGLE, LLC, an Illinois limited liability company ("Owner"). This Joinder is attached to and made a part of that certain Amended and Restated Declaration of Covenants and Restrictions for White Eagle Club Property Owners Association dated November 3, 1997 and recorded with the DuPage County Recorder of Deeds as Document R97-175591 on November 14, 1997 and the Will County Recorder of Deeds as Document R97-101393 on November 14, 1997 ("Declaration") which was executed by Macom as "Covenantor". Owner is the owner of the property identified as White Eagle Club Unit 25 within which fourteen (14) single-family residential lots (collectively the "Lots" and individually a "Lot") have been subdivided as The Club Homes Of White Eagle Subdivision (the "Subdivision") as provided on the Final Plat of Subdivision for the Club Homes of White Eagle, which was recorded with the Recorder of Deeds of Will County, Illinois, on April 22, 2014 as Document No. R2014032857 (the "Club Homes Plat"). Said Lots are legally described on the attached Exhibit A.

WHEREAS, per Section 7 of Article II of the Declaration, Macom has the right to subject the Lots to the Declaration by recording of this Joinder, and

1 of 6 c 2 EXN

3313133 / 201444720

WHEREAS, the Owner agrees that subjecting the Lots to the Declaration by recording of this Joinder is in the best interest of the Lots and agrees that the Lots shall be subject to the Declaration upon the recording of this Joinder, and

WHEREAS, the White Eagle Club Property Owners Association (the "Association") has the obligation to accept the joining of the Lots to the Declaration and agrees that it is in the best interest of the Association that the Lots be subject to the Declaration,

WHEREAS, this Joinder shall become effective upon its recording with the Recorder of Deeds of Will County, Illinois,

NOW, THEREFORE, the Owner and Association agree that the Lots are hereby joined to the Declaration subject to the following provisions:

- 1) The rights and obligations pertaining to the Landscape Easement on Lot 1 of the Subdivision, as shown on the Club Homes Plat, shall be considered Common Area, as defined in the Declaration.
- 2) Upon completion of construction by Owner, at Owner's sole cost, all entrance monuments and accompanying landscaping, irrigation systems and lighting within the Landscape Easement area on Lot 1 of Subdivision shall be maintained by either the Association or the White Eagle Golf Club, Inc., an Illinois corporation (the "Golf Club"). If maintained by the Golf Club and if requested by the Golf Club, the Association shall be responsible, upon being provided invoices for same, for reimbursing the Golf Club for the costs of materials and labor incurred in maintaining said entrance monuments, accompanying landscaping, irrigation systems and lighting within the Landscape Easement area on Lot 1 of the Subdivision. To the extent that the Golf Club fails to maintain the entrance monuments, accompanying landscaping, irrigation systems and lighting within the Landscape Easement area on Lot 1 of the Subdivision, the Association shall be responsible for maintaining same.
- 3) Upon completion of landscape installation in the cul-de-sac island on Club Court within the Subdivision, as shown on the Club Homes Plat, by Owner, at Owner's sole cost, the landscaping in said cul-de-sac island shall be maintained by the Association.
- 4) The Owner shall pay to the Association for the Association's Reserve and Contingency Fund a one-time payment in the amount of One Hundred Fifty Dollars (\$150.00) upon the initial conveyance of each Lot by the Owner.
- 5) Each of the Lots, individually, shall commence the obligation for payment of regular assessments and special assessments, as provided for and defined in the Declaration, beginning with the first calendar day of the month following the date of conveyance of the Lot by the Owner to a third party.
- 6) The Association shall have the right to levy a special assessment against the Lots in the Subdivision, in equal amounts against each such Lot, to defray the actual costs to

the Association during the prior calendar year for the maintenance and operation of the entrance monument, accompanying landscaping, irrigation systems and lighting within the Landscape Easement area on Lot 1 of the Subdivision. The amount of any such special assessment shall not exceed an amount equal to fifteen percent (15%) of the amount charged by the Association for regular annual assessments per Lot for the prior calendar year. It is the intent that this paragraph create an exception to the provision in Article V, Section 8 of the Declaration which provides that all special assessments shall be allocated equally against all parcels of land, lots or units in White Eagle Club, so that the special assessments provided for in this paragraph shall only be allocated amongst the Lots in the Subdivision.

7) Per the second paragraph of Section 1(c) of Article VIII of the Declaration, the Design Review Guidelines established by the Association shall not be applicable to original construction of a dwelling unit on the Lots, with the review and approval authority of same being a continuing right and obligation of Macom, or its assignee (other than the purchaser of an individual parcel of land, lot or unit in the Subdivision).

8) A model home(s) shall be allowed to be maintained within the Subdivision only for a period of not more than one (1) year after completion and occupancy of residences on all of the Lots within the Subdivision.

9) Upon the recording of this Joinder with the Recorder of Deeds of Will County, Illinois, the Lots shall be subject to the terms of the Declaration, By-Laws of the Association and any rules and regulations of the Association, except as modified in this Joinder.

10) All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.

In the event the provisions of this Joinder and the provisions of the Declaration are in conflict, the provisions of this Joinder shall supersede the provisions of the Declaration. The provisions of this Joinder shall be enforceable by the Association, or its assignee, or by subsequent Owners of Lots and shall be a continuing restriction on the ownership of each Lot. The winning party in any legal action to enforce any provision of this Joinder shall be entitled to reasonable compensation for the costs of enforcement of any said provision of this Joinder.

END OF TEXT OF JOINDER

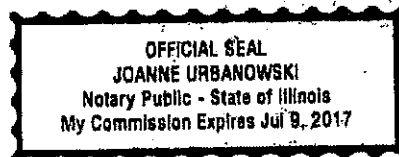
IN WITNESS WHEREOF, the parties have caused this Joinder to be executed by their duly authorized representatives as of the date set forth below.

WHITE EAGLE CLUB PROPERTY
OWNERS ASSOCIATION
an Illinois not-for-profit corporation

By: *Gary Zoet*
Gary Zoet, its President

10/23/14
Date

State of Illinois)
County of Will) ss.

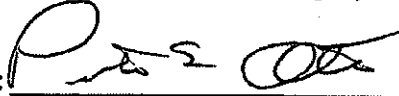


I, Joanne Urbanowski, a Notary Public, hereby certify that on the above date, the above President of the Board of Directors of White Eagle Club Property Owners Association, which individual is personally known to me, appeared before me and acknowledged that, as such Board member, he signed this instrument as his free and voluntary act, and the free and voluntary act of said Board for the uses and purposes therein set forth.

Given under my hand and official seal, this 23 day of October, 2014.

Joanne Urbanowski
Notary Public
My Commission Expires: 7-9-17

CLUB HOMES OF WHITE EAGLE, LLC
An Illinois limited liability company

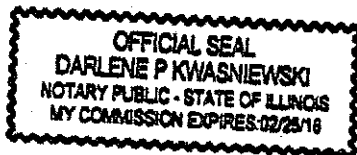
By: 
Peter L. Otto, its Manager

10/18/14
Date

State of Illinois)
) ss.
County of)

I, Darlene Kwasniewski, a Notary Public, hereby certify that on the above date, the above Manager of Club Homes of White Eagle, LLC, which individual is personally known to me, appeared before me and acknowledged that, as such Manager, he signed this instrument as his free and voluntary act, and the free and voluntary act of Club Homes of White Eagle, LLC for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of October, 2014.




Notary Public
My Commission Expires: 2-25-2016

THE MACOM CORPORATION
a Delaware corporation

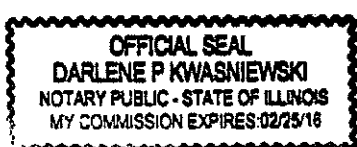
By: 
Paul J. Lehman, its President

10/18/14
Date

State of Illinois)
) ss.
County of)

I, Darlene Kwasniewski, a Notary Public, hereby certify that on the above date, the above President of the Macom Corporation, which individual is personally known to me, appeared before me and acknowledged that, as such President, he signed this instrument as his free and voluntary act, and the free and voluntary act of the Macom Corporation for the uses and purposes therein set forth.

Given under my hand and official seal, this 18 day of October, 2014.




Notary Public
My Commission Expires: 2-25-2016

Exhibit "A"

Lots 1 through 14, inclusive, in The Club Homes of White Eagle, being a Part of the North Half of Section 4, Township 37 North, Range 9 East of the Third Principal Meridian in the City of Naperville, in Will County, Illinois, pursuant to the Final Plat of Subdivision for The Club Homes of White Eagle recorded in Will County, Illinois on April 22, 2014 as Document No. R2014032857.

Address: Club Court, Naperville, IL 60564

PIN: 07-01-04-200-021

EXHIBIT "B"

**AMENDED AND RESTATED BY-LAWS OF WHITE EAGLE CLUB PROPERTY
OWNERS ASSOCIATION**

ARTICLE I

THE ASSOCIATION

Section 1.01: **Name of Association**

The name of the association shall be White Eagle Club Property Owners Association.

Section 1.02: **Membership**

Membership in the Association shall be as provided in Article IV, Section 4.02 of the Declaration.

ARTICLE II

PURPOSES

The Association shall be responsible for the general management and supervision of the Property and the ownership of the Common Area thereof, and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Articles of Incorporation, the Declaration and these By-Laws. Without limiting the foregoing, the Association shall act as the governing body for all of the Owners, shall provide for high standards of maintenance of the Property and make and promote the desired quality and character of the Property, shall receive property of every kind, whether real or personal, and administer and apply such property and the income therefrom exclusively for the purposes of the Association, and shall receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within the purposes of the Association. Further, the Association shall have all powers now or hereafter granted by the General-Not-For-Profit Corporation Act of the State of Illinois (805 ILCS 105/101.01 et. seq.), the Common Interest Community Association Act of the State of Illinois (765 ILCS 160/1-1 et. seq.) or as otherwise granted by law or statute that shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE III

OFFICES

Section 3.01: Registered Office and Agent

The Association shall have and continuously maintain in the State of Illinois a registered office and registered agent whose office shall be identical with such registered office. The Association may have other offices within the State of Illinois as the Board may from time to time determine.

Section 3.02: Principal Office

The principal office of the Association shall be maintained in DuPage County or Will County, Illinois or any other location as deemed appropriate by the Board.

ARTICLE IV

MEETING OF MEMBERS

Section 4.01: Annual Meeting

An annual meeting of the Owners shall be held on the third Saturday of February of each year or at such other reasonable time or date not more than thirty (30) days before or after said date as may be designated by written notice of the Board. Said meeting shall be for the purpose of conducting the business of the Association, electing directors, and transacting such other business as may come before the meeting. If such day be a legal holiday, the meeting shall be held on an alternate date.

Section 4.02: Notices of All Meetings

Written notice of any annual, regular or special meeting of the Owners shall be distributed, as provided in Article XIV, Section 14.02 of the Declaration, not less than ten (10) days nor more than thirty (30) days prior to the date of such meeting. Such notices shall state the date, place and hour of the meeting, and in the case of a special meeting, such notice shall also include the purpose of which the special meeting is being called.

Section 4.03: Location of Owner Meetings

The Board may designate any place within Will County, Illinois or DuPage County, Illinois as the place of meeting for any annual meeting or for any special meeting.

Section 4.04: **Voting**

Except as otherwise expressly provided herein, at any meeting of Owners, a Voting Member entitled to vote may either vote in person or by proxy executed in writing by the Voting Member or by his or her duly authorized attorney-in-fact, or by any other method authorized by law. Provided, however, that no such proxy shall be voted or acted upon after eleven (11) months from its date, unless the proxy provided for a longer period.

Section 4.05: **Voting By Mail or Other Means**

Where there is an act requiring the vote of the Voting Members, such election or vote on such proposed action may be conducted by mail, or any other means of delivery authorized by law, via an Association-issued ballot in such manner as the Board shall determine. Votes cast in person at a meeting, by proxy, by mail or any other means authorized by law are valid for the purposes of establishing a quorum at a meeting.

Section 4.06: **Special Meetings**

Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, 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 the President of the Association, a majority of the Board, or by Voting Members having not less than twenty percent (20%) of the total votes in the Association. No matters other than those identified on the notice may be considered at the special meeting.

Section 4.07: **Quorum and Procedure**

The presence at any meeting, in person or by proxy, of Voting Members representing at least ten percent (10%) of the total votes in the Association shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Owners at which a quorum is present upon the affirmative vote of the Voting Members representing a majority of the total votes present at such meeting. If a quorum is not present at any meeting of the Owners, a majority of the Voting Members present may adjourn the meeting from time to time without further notice. Any Owner may waive notice of a meeting in writing, or consent to any action of the Association without a meeting. Attendance at a meeting by an Owner shall be deemed a waiver by such Owner of notice of the meeting unless such Owner specifically objects to lack of proper notice at the time the meeting is called to order.

ARTICLE V

BOARD OF DIRECTORS

Section 5.01: Board Members

The direction and administration of the Property and affairs of the corporation, in accordance with the provisions of the Declaration, shall be vested in the Board, which shall consist of nine (9) individuals ("Directors") who shall be elected in the manner hereinafter provided. Each Director shall be an Owner or Voting Member.

Section 5.02: Action Taken Without Meeting

Unless specifically prohibited by the Articles of Incorporation or By-Laws, any action required to be taken at a meeting of the Board, or any other action which may be taken at a meeting of the Board, or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof or by all members of such committee, as the case may be. Any such consent signed by all the Directors or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

Section 5.03: Director Compensation

Directors shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting Members having sixty-six percent (66%) of the total votes of the Association. However, upon the presentation of receipts or other appropriate documentation, a Director may be reimbursed by the Association for reasonable out-of-pocket expenses incurred in the course of the performance of his or her duties as a Director. Such reimbursement shall require the approval of a majority of the Board.

Section 5.04: Nomination of Board Members

Nomination for election to the Board may be made by any Owner prior to the date of the election in accordance with any rules and regulations which may be adopted by the Board. Nominations may also be made from the floor at the annual meeting where the election is held.

Section 5.05: Election of Directors to the Board

- (a) Each Director on the Board shall be elected for a term of two (2) years, with five (5) Director positions being up for election every even numbered

year and the other four (4) Director positions being up for election every odd numbered year. Directors shall hold office until their terms expire or until their successors shall have been elected and qualified. Directors may succeed themselves in office. Election of Directors shall take place at the annual meetings of Owners. At such election the Voting Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration and these By-Laws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

- (b) Provided, however, that upon the adoption of appropriate rules by the Board, the Association may conduct elections by electronic or acceptable technological means, as further provided in the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.). If the Board elects to conduct elections via one of these methods and adopts appropriate rules therefor, then instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all Members not less than ten (10) and not more than thirty (30) days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the Members shall state that a Member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member. In the event the Association conducts elections by electronic or acceptable technological means, proxies shall not be allowed.

Section 5.06: Annual Meeting of the Board

An annual meeting of the Board shall be held immediately following each annual meeting of the Owners at the same location as the annual meeting of the Owners.

Section 5.07: Regular Meetings of the Board

The Board may, by resolution, establish regular meetings of the Board in addition to the annual meeting which may be held at a time and place it shall select. Provided, however, that the Board shall meet at least four (4) times each year.

Section 5.08: Special Meetings of the Board

Special meetings of the Board shall be held upon call by the President or by twenty-five percent (25%) of the Directors on the Board.

Section 5.09: Open Meetings

All meetings of the Board shall be open to any Owner, subject to the authority of the Board, except for any portion of the meeting held:

- (a) To discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent;
- (b) To consider third party contracts or information regarding appointment, employment or dismissal of an employee; or
- (c) to discuss violations of rules and regulations of the Association or an Owner's unpaid assessments or other Charges owed to the Association.

However, any vote on the above matters shall be taken at a meeting or portion thereof open to any Owner.

Section 5.10: Meetings Notice

- (a) Notice of meetings of the Board, containing the date, time and place of said meeting, shall be mailed, delivered personally or sent via electronic mail (e-mail) at least forty-eight (48) hours prior thereto to each Director. Additionally, at least forty-eight (48) hours prior to a meeting of the Board, copies of notices of meetings of the Board shall be provided to each Owner in the manner provided in Article XIV, Section 14.02 of the Declaration or shall be posted in entranceways or other conspicuous places on the Property. However, if there is no common entranceway for seven (7) or more Dwellings or Condominium Units, then the Board may designate one (1) or more locations in the proximity of the Dwellings and Condominium Units where the notices of meetings shall be posted.
- (b) Provided, however, that each Owner shall receive written notice in the manner provided in Article XIV, Section 14.02 of the Declaration of any meeting of the Board concerning the adoption of the proposed annual budget or any increase in the budget, or establishment or increase of an assessment not less than ten (10), and not more than sixty (60), days prior to such Board meeting.
- (c) Any Director 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. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him or her of the time and place thereof, except where the Director attends a meeting for the express purpose of objecting to the transaction of any business due to lack of proper notice.

Section 5.11: **Quorum**

A majority of the number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time and without further notice. Unless otherwise expressly provided herein or in the Declaration, any action may be taken by the Board upon the affirmative vote of a majority of those Directors present at its meetings when a quorum is present.

Section 5.12: **Vacancies in Board**

Vacancies in the Board, other than as a result of removal pursuant to Section 5.13 of this Article V, including vacancies due to any increase in the number of persons on the Board, shall be filled by the affirmative vote of two-thirds (2/3) of the remaining Directors of the Board. A Director appointed to fill a vacancy shall serve until the next annual meeting of Owners or until Owners holding at least twenty percent (20%) of the total votes in the Association request, via a petition delivered to the Board, a meeting of the Owners to fill the vacancy for the balance of the term. If such a petition is presented to the Board, the Board shall call a meeting of the Owners within thirty (30) days of receiving such petition for purposes of electing a new Director to the Board to fill the vacancy for the balance of the term.

Section 5.13: **Removal of Board Members**

Any Board Director may be removed, with or without cause, from the Board by the affirmative vote of the Voting Members representing at least two-thirds (2/3) of the total votes in the Association, at any special meeting called for that purpose in the manner aforesaid. A successor to fill the un-expired term of a Board Director removed may be elected by the Voting Members at the same meeting or at any subsequent meeting called for that purpose.

Section 5.14: **Owner Comment Period**

A portion of each Board meeting shall be reserved for comments by Owners in attendance at such meeting. Provided, however, that the duration and meeting order for such Owner comment period is within the sole discretion of the Board.

ARTICLE VI

OFFICERS

Section 6.01: Officers in General

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

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

Section 6.02: Election, Qualification and Term of Officers

The Board shall elect officers annually from among the Directors at the annual meeting of the Board. The officers shall serve for a term of one (1) year. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled at any meeting of the Board. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not in and of itself create contract rights.

Section 6.03: Resignation and Removal

Any officer elected or appointed by the Board may be removed by majority vote of the Board whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6.04: President

The president shall be the principal executive officer of the Association. Subject to the direction and control of the Board, he or she shall: a) be in

charge of the business of the Association; (b) see that the resolutions and directions of the Board are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board; and (c) in general, discharge all duties incident to the office of the president and such other duties as may be prescribed by the Board from time to time. He or she shall preside at all meetings of the Owners and of the Board. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he or she may execute for the Association any contracts, deeds, mortgages, bonds, or other instruments which the Board has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument.

Section 6.05: **Vice President**

The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as from time to time may be assigned to him or her by the president or by the Board. In the absence of the president or in the event of an inability or refusal to act, the vice-president (or in the event there may be more than one vice-president, the vice-presidents in the order designated by the Board, or by the president if the Board has not made such designation, or in the absence of any designation, then in the order of seniority of tenure as vice-president) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of these By-Laws the vice-president (or each of them if there are more than one) when performing the duties of the president may execute for the Association any contracts, deeds, mortgages, bonds or other instruments which the Board has authorized to be executed, and he may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board, according to the requirements of the form of the instrument.

Section 6.06: **Secretary**

The secretary shall: a) record the minutes of the meetings of the Owners and the Board in one or more books provided for that purpose, b) see that all notices are duly given in accordance with the provisions of these By-Laws or as

required by law, c) be custodian of the Association records and of the seal of the Association (if any), d) keep a register of the post office address of each Owner which shall be furnished to the secretary by such Owner, e) sign with the president or a vice-president, or any other officer thereunto authorized by the Board, any contract, deed, mortgage, bond or other instruments which the Board has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board or these By-Laws, and f) perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned to him or her by the president or by the Board.

Section 6.07: **Treasurer**

The treasurer shall be the principal accounting and financial officer of the Association. He or she shall: a) have charge of and be responsible for the maintenance of adequate books of account for the Association, b) have charge and custody of all funds and securities of the Association and be responsible therefor and for the receipt and disbursement thereof, and c) perform all the duties incident to the Officer of Treasurer and such other duties as from time to time may be assigned to him by the president or by the Board

Section 6.08: **Representation at Area Homeowner Group(s)**

The Board shall select one of the Directors to represent the Association at the Naperville Area Homeowners Confederation and/or at a similar organization for Aurora area homeowners associations.

ARTICLE VII

COMMITTEES

Section 7.01: **Committees**

The Board, by resolution, adopted by a majority of the Board, may designate one (1) or more committees, each of which shall consist of two (2) or more committee members and the majority of such committee members shall also be Directors on the Board. Such 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 member of the Board, of any responsibility imposed upon it or him or her by law. The members of each committee shall be appointed by the Board and serve solely at the direction of the Board. Any member thereof may be removed by a vote of the majority of the Directors on the Board whenever in their judgment the best interests of the Association shall be served by such removal.

Section 7.02: **Advisory Bodies**

Advisory bodies, which do not have or exercise the authority of the Board in the management of the Association, may be designated by a resolution adopted by a majority of the members of the Board present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such advisory body shall be Owners in the Association and the Board shall appoint the members thereof. Any member thereof may be removed by the Board whenever in its judgment the best interests of the Association shall be served by such removal.

Section 7.03: **Term**

The terms of committee and advisory body members shall be as designated by the Board upon establishment of same. Each member of a committee or advisory body shall continue as such until the expiration of his or her term and until his or her successor is appointed, unless the committee or advisory body shall be sooner terminated, or unless such member be removed from such committee or advisory body, or unless such member shall cease to qualify as a member of the Association.

Section 7.04: **Chairperson**

The Board shall appoint one (1) member of each committee and advisory body as chairperson.

Section 7.05: **Vacancies**

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

Section 7.06: **Quorum**

Unless otherwise provided in the resolution of the Board designating a committee or advisory body, a majority of the whole committee or advisory body 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 or advisory body.

Section 7.07: **Rules**

Each committee and advisory body may adopt rules for its own governance not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these By-Laws or under the Declaration or under the provisions of the Articles of Incorporation or under the provisions of the Illinois General Not-For-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time, at a regular or special meeting of the Board, by the affirmative vote of not less than a majority of the Directors on the Board. Provided that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration, and that no such amendment shall be effective unless and until Recorded.

ARTICLE X

CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 10.01: Contracts

The Board may authorize any officer or officers, agent or agents of the Association, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the Association. Such authority may be general or may be confined to specific instances.

Section 10.02: Drafts

All checks, drafts, or other 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, 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 and countersigned by the president or a vice-president of the Association. Provided, additionally, however, that it shall require the signature of the treasurer and the president or a vice-president of the Association to purchase or terminate (prior to maturity) a certificate of deposit (CD).

Section 10.03: Deposits

All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

ARTICLE XI

BOOKS AND RECORDS

The Board shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Owners, Board, and any committees having any of the authority of the Board at the registered or principal office, as well as a record giving the names and addresses of the Owners. The Board shall maintain the following records of the Association and make them available, within thirty (30) days of a written request for same to the Board, for examination and copying at convenient hours of weekdays by any Owner or such Owner's mortgagees and their duly authorized agents or attorneys:

- (a) Copies of the recorded Declaration, other Association instruments, other duly recorded covenants and By-Laws and any amendments, Articles of Incorporation, annual reports and any rules and regulations adopted by the Association;
- (b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Association;
- (c) The minutes of all meetings of the Association and the Board for a period of seven (7) years;
- (d) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Voting Members for a period of one (1) year;
- (e) With a written statement of a proper purpose, 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 of 1986.

The Association may charge a reasonable fee for the costs of retrieving and copying any such documents.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board. Provided, however, that in the absence of such a Board resolution, the fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December of every year.

ARTICLE XIII

ORDER OF BUSINESS

The Board shall decide all questions of order and may use Robert's Rules of Order, or any other set of procedures it deems appropriate.

ARTICLE XIV

MEMBERSHIP AND VOTING RIGHTS

Section 14.01: Membership

Membership in the Association shall be as set forth in Article IV, Section 4.02 of the Declaration.

Section 14.02: Voting Rights

Voting Rights of Owners shall be as set forth in Article IV, Section 4.03 of the Declaration.

ARTICLE XV

POWERS AND DUTIES OF THE BOARD

Without limiting the general powers and duties which may be provided by law, the Declaration or these By-Laws, the powers and duties of the Board or its duly appointed agents shall include the following matters:

- (a) To adopt such reasonable rules and regulations as the Board deems advisable for the use, maintenance, conservation, administration and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants, and to establish penalties for the infraction thereof. Written notice of such rules and regulations shall be given to all Owners, and the entire Property shall at all times be maintained subject to such rules and regulations;

- (b) To own, construct, manage, repair, maintain, improve and replace the Common Area and all improvements located;
- (c) To own, convey, encumber, lease and otherwise deal with Dwellings, Lots, Condominium Units and other real property conveyed to or purchased by the Association;
- (d) To provide for the maintenance, repairs, alterations, additions, improvements or replacements the Association is responsible for as further provided in the Declaration and these By-Laws;
- (e) To pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to the Common Area;
- (f) The power to seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on the Common Area and to charge all expenses incurred in connection therewith as a Common Expense;
- (g) To employ a manager or other Persons and to contract with independent contractors or managing agents to perform all or any part of the duties, powers and responsibilities of the Association, the Board and its officers;
- (h) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper;
- (i) To provide any material, supplies, insurance, furniture, equipment, fixtures, labor, services, maintenance, repairs, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of the Declaration or these By-Laws, or which in its opinion shall be necessary or proper for the operation or protection of the Association and its Members or for the enforcement of the Declaration, these By-Laws or the rules and regulations;
- (j) To make the dedications and grant the utility easements described in the Declaration, if any;
- (k) To execute, on behalf of all Owners, all divisions of ownership for tax agreement purposes with regard to the Common Area, or any portion thereof;
- (l) To, as further provided and limited in the Declaration, borrow money for purposes the Board deems necessary, assign the right of the Association to future income from assessments or other sources, and mortgage or pledge substantially all of the remaining assets of the Association;
- (m) To enter into contracts and maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to draw upon such accounts);
- (n) To establish and maintain a contingency and replacement reserve in an amount to be determined by the Board, as further provided in the Declaration;

- (o) To commence litigation and administrative proceedings on behalf of the Association;
- (p) To procure and maintain insurance in accordance with the terms and provisions of the Declaration and any additional insurance deemed necessary or advisable in the sole discretion of the Board;
- (q) To levy fines for violations of the Declaration, By-Laws or rules and regulations;
- (r) To enforce the provisions of the Declaration, By-Laws or rules and regulations and to enjoin and seek damages from any Owner for violation of such provisions or rules and regulations;
- (s) To prepare, adopt and distribute the annual budget for the Association, and decide on the manner of levying and collecting the assessments from the Owners, as further provided in the Declaration;
- (t) To supervise all officers, agents and employees of this Association and to see that their duties are properly performed;
- (u) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property; and
- (v) To exercise all other powers and duties vested in or delegated to the Association and not specifically reserved to the Owners by the Articles of Incorporation, the Declaration, or these By-Laws.

ARTICLE XVI

INTERPRETATION

In the case of any conflict between the Articles of Incorporation of the Association, the Declaration, these By-Laws and the rules and regulations, the Articles of Incorporation shall control over the Declaration, the By-Laws and the rules and regulations, the Declaration shall control over the By-Laws and the rules and regulations, and the By-Laws shall control over the rules and regulations.

ARTICLE XVII

DEFINITION OF TERM

The terms used in these By-Laws shall have the same definition as set forth in the Declaration, unless otherwise defined herein.

END OF TEXT OF BY-LAWS

This instrument was prepared by:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187

EXHIBIT "C"

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EXHIBIT D

LEGAL DESCRIPTION OF REAL PROPERTY NOT SUBJECT
TO THE AMENDED AND RESTATED DECLARATION
OF COVENANTS AND RESTRICTIONS FOR THE
WHITE EAGLE CLUB PROPERTY OWNERS ASSOCIATION

White Eagle Golf Club

THAT PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 4 AND RUNNING THENCE SOUTH 88°-58'-55" WEST, ALONG THE NORTH LINE OF SAID SECTION 4, SAID LINE ALSO BEING THE WILL/DU PAGE COUNTY LINE, 1951.05 FEET, TO THE POINT OF BEGINNING, SAID POINT BEING ON A CURVED SOUTHERLY LINE OF PALMER DRIVE; THENCE SOUTHEASTERLY ALONG SAID SOUTHERLY LINE ON A NON-TANGENT CURVE WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 483.00 FEET, 218.84 FEET, ARC, (CHORD BEARING SOUTH 81°-26'-11" EAST, 216.97 FEET, CHORD), TO THE WESTERLY LINE OF WHITE EAGLE CLUB UNIT 14, BEING A SUBDIVISION IN PART OF THE NORTHEAST QUARTER OF SAID SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R89-18648; THENCE SOUTH 4°-24'-57" EAST, ALONG SAID WESTERLY LINE, 150.00 FEET; THENCE SOUTH 23°-20'-16" WEST, ALONG SAID WESTERLY LINE, 276.39 FEET; THENCE SOUTH 17°-41'-55" WEST, ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF WHITE EAGLE CLUB UNIT 14 RESUBDIVISION, BEING A RESUBDIVISION IN PART OF SAID SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-101087, A DISTANCE OF 1047.53 FEET, TO A NORTHERLY LINE OF SAID UNIT 14 RESUBDIVISION; THENCE NORTH 72°-17'-15" WEST, ALONG SAID NORTHERLY LINE, 180.11 FEET, TO A POINT OF CURVE; THENCE NORTHWESTERLY, ALONG SAID NORTHERLY LINE, ALONG A CURVE WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 192.00 FEET, 127.09 FEET, ARC, (CHORD BEARING NORTH 53°-19'-31" WEST, 124.78 FEET, CHORD), TO A WESTERLY LINE OF SAID UNIT 14 RESUBDIVISION; THENCE SOUTH 55°-38'-13" WEST, ALONG THE SAID WESTERLY LINE AND THE WESTERLY EXTENSION THEREOF, 145.43 FEET; THENCE NORTH 83°-05'-30" WEST, 188.84 FEET; THENCE SOUTH 22°-43'-50" WEST, 578.06 FEET; THENCE SOUTH 82°-24'-39" EAST, 172.47 FEET; THENCE NORTH 76°-39'-15" EAST, 322.94 FEET; THENCE NORTH 31°-27'-16" EAST, 434.94 FEET, TO THE A WESTERLY LINE OF SAID WHITE EAGLE CLUB UNIT 14 RESUBDIVISION; THENCE SOUTH 72°-17'-15" EAST, ALONG SAID WESTERLY LINE, 73.80 FEET, TO A POINT OF CURVE; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY LINE, ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 567.00 FEET, 143.99 FEET, ARC, (CHORD BEARING SOUTH 65°-00'-45" EAST, 143.60 FEET, CHORD); THENCE SOUTH 23°-58'-26" WEST, ALONG SAID WESTERLY LINE, 693.20 FEET; THENCE SOUTH 30°-37'-55" EAST, ALONG SAID WESTERLY LINE, 91.33 FEET; THENCE SOUTH 52°-37'-53" WEST, ALONG SAID WESTERLY LINE OF UNIT 14 RESUBDIVISION AND A NORTHERLY LINE OF WHITE EAGLE CLUB UNIT 17, BEING A SUBDIVISION IN PART OF SAID SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-82738, A DISTANCE OF 253.29 FEET; THENCE SOUTH 65°-19'-39" WEST, ALONG SAID

R97-17559.1

NORTHERLY LINE, 161.43 FEET; THENCE SOUTH 77°-19'-54" WEST, ALONG SAID NORTHERLY LINE 161.66 FEET; THENCE SOUTH 88°-34'-17" WEST, ALONG SAID NORTHERLY LINE, 961.26 FEET; THENCE NORTH 75°-39'-42" WEST, ALONG SAID NORTHERLY LINE, 350.65 FEET; THENCE SOUTH 30°-22'-19" WEST, ALONG SAID NORTHERLY LINE, 120.00 FEET, TO THE NORTHERLY LINE OF WHITE EAGLE DRIVE; THENCE NORTH 59°-37'-41" WEST, ALONG SAID NORTHERLY LINE, 46.00 FEET, TO A POINT OF CURVE; THENCE NORTHWESTERLY, ALONG SAID NORTHERLY LINE, ALONG A CURVE WHOSE CENTER LIES NORTHEASTERLY AND HAS A RADIUS OF 1500.00 FEET, 190.20 FEET, ARC, (CHORD BEARING NORTH 55°-59'-44" WEST, 190.07 FEET, CHORD), TO A EASTERLY LINE OF WHITE EAGLE CLUB UNIT 22, BEING A SUBDIVISION IN PART OF SAID SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R94-115743; THENCE NORTH 31°-50'-39" EAST, ALONG SAID EASTERLY LINE AND A EASTERLY LINE OF WHITE EAGLE CLUB UNIT 23, BEING A SUBDIVISION IN PART OF SAID SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R95-22930, A DISTANCE OF 324.64 FEET; THENCE NORTH 70°-59'-19" EAST, ALONG SAID EASTERLY LINE OF UNIT 23 AND A EASTERLY LINE OF WHITE EAGLE CLUB UNIT 24, BEING A SUBDIVISION IN PART OF SAID SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R96-22833, A DISTANCE OF 765.00 FEET; THENCE NORTH 18°-36'-19" WEST, ALONG SAID EASTERLY LINE OF UNIT 23, A DISTANCE OF, 225.00 FEET; THENCE NORTH 27°-35'-31" EAST, ALONG SAID EASTERLY LINE, 770.00 FEET; THENCE NORTH 2°-46'-57" EAST, ALONG SAID EASTERLY LINE, 445.00 FEET; THENCE NORTH 56°-25'-19" WEST, ALONG SAID EASTERLY LINE, 551.25 FEET; THENCE NORTH 37°-49'-22" WEST, ALONG SAID EASTERLY LINE, 125.82 FEET, TO A NORTHERLY LINE OF SAID UNIT 24; THENCE NORTH 64°-59'-32" WEST, ALONG SAID NORTHERLY LINE, 146.07 FEET; THENCE NORTH 83°-08'-40" WEST, ALONG SAID NORTHERLY LINE, 146.07 FEET; THENCE SOUTH 75°-32'-16" WEST, ALONG SAID NORTHERLY LINE, 145.01 FEET; THENCE SOUTH 49°-11'-37" WEST, ALONG SAID NORTHERLY LINE, 141.83 FEET, TO THE NORTHERLY LINE OF AFORESAID WHITE EAGLE CLUB UNIT 23; THENCE SOUTH 45°-30'-21" WEST, ALONG SAID NORTHERLY LINE OF UNIT 23, A DISTANCE OF 15.96 FEET; THENCE SOUTH 53°-17'-48" WEST, ALONG SAID NORTHERLY LINE, 385.17 FEET; THENCE SOUTH 63°-42'-37" WEST, ALONG SAID NORTHERLY LINE, 211.39 FEET; THENCE SOUTH 79°-46'-29" WEST, ALONG SAID NORTHERLY LINE AND THE NORTHERLY LINE OF WHITE EAGLE CLUB UNIT 22, BEING A SUBDIVISION IN PART OF SAID SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R94-115743, A DISTANCE OF 171.98 FEET, TO THE EASTERLY LINE OF WHITE EAGLE DRIVE; THENCE NORTH 14°-00'-28" WEST, ALONG SAID EASTERLY LINE OF WHITE EAGLE DRIVE, 79.78 FEET, TO A POINT OF CURVE; THENCE NORTHERLY, ALONG SAID EASTERLY LINE, ALONG A CURVE WHOSE CENTER LIES EASTERLY AND HAS A RADIUS OF 1530.00 FEET, 454.15 FEET, ARC, (CHORD BEARING NORTH 5°-30'-16" WEST, 452.48 FEET, CHORD), TO THE AFORESAID NORTH LINE OF SAID SECTION 4; THENCE NORTH 88°-58'-55" EAST, ALONG SAID NORTH LINE, 1919.28 FEET, TO A POINT ON CURVE, ON THE WESTERLY LINE OF WINBERIE COURT SOUTH, SAID LINE BEING THE WESTERLY LINE OF WHITE EAGLE CLUB UNIT 11, BEING A SUBDIVISION IN PART OF SAID SECTION 4, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT R92-46234; THENCE SOUTHEASTERLY, ALONG SAID WESTERLY LINE, ALONG A NON-TANGENT CURVE WHOSE CENTER LIES SOUTHWESTERLY AND HAS A RADIUS OF 922.00 FEET, 86.66 FEET, ARC, (CHORD BEARING SOUTH 23°-02'-10" EAST, 86.63 FEET, CHORD); THENCE SOUTH

R97-175591

69°-39'-24" WEST, ALONG SAID WESTERLY LINE, 204.71 FEET; THENCE SOUTH 35°-26'-45" EAST, ALONG SAID WESTERLY LINE 137.96 FEET; THENCE SOUTH 56°-17'-29" EAST, ALONG SAID WESTERLY LINE, 222.15 FEET, TO A SOUTHERLY LINE OF SAID UNIT 11; THENCE NORTH 79°-35'-10" EAST, ALONG SAID SOUTHERLY LINE, 161.31 FEET; THENCE NORTH 34°-34'-29" EAST, ALONG SAID SOUTHERLY LINE, 80.45 FEET, TO A EASTERLY LINE OF SAID UNIT 11; THENCE NORTH 15°-59'-24" EAST, ALONG SAID EASTERLY LINE, 99.00 FEET; THENCE NORTH 13°-32'-13" WEST, ALONG SAID EASTERLY LINE, 205.87 FEET, TO THE NORTHERLY LINE OF SAID WHITE EAGLE CLUB UNIT 11; THENCE SOUTH 88°-58'-55" WEST, ALONG SAID NORTHERLY LINE 72.27 FEET; THENCE SOUTH 68°-58'-09" WEST, ALONG SAID NORTHERLY LINE, 134.80 FEET, TO A POINT ON CURVE; THENCE NORTHWESTERLY, ALONG SAID NORTHERLY LINE ON A NON-TANGENT CURVE WHOSE CURVE WHOSE CENTER LIES NORTHEASTERLY, AND HAS A RADIUS OF 45.00 FEET, 6.67 FEET, ARC, (CHORD BEARING NORTH 25°-39'-34" WEST, 6.66 FEET, CHORD), TO A POINT OF REVERSE CURVE; THENCE CONTINUING NORTHWESTERLY, ALONG SAID NORTHERLY LINE ON A CURVE WHOSE CENTER LIES SOUTHWESTERLY AND HAS A RADIUS OF 988.00 FEET, 44.21 FEET, ARC, (CHORD BEARING NORTH 22°-41'-51" WEST, 44.21 FEET, CHORD), TO THE NORTH LINE OF SAID SECTION 4, THENCE NORTH 88°-58'-55" EAST, ALONG THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 1095.62 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

TOGETHER WITH

LOTS 912 AND 915, IN WHITE EAGLE CLUB UNIT 22, BEING A SUBDIVISION IN PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 30, 1994, AS DOCUMENT NUMBER R94-115743, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH

LOT 1048, IN WHITE EAGLE CLUB UNIT 21, BEING A SUBDIVISION IN PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 1995, AS DOCUMENT NO. R95-76338, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH

LOT 917, (EXCEPTING THAT PART TAKEN BY CONDEMNATION CASE NO. 94ED14925 IN WHITE EAGLE CLUB UNIT 20) BEING A SUBDIVISION IN PART OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1995, AS DOCUMENT NO. R95-73266, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH

OUTLOT 1, IN WHITE EAGLE CLUB UNIT 14 RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE

R97-175591

PLAT THEREOF RECORDED DECEMBER 15, 1992, AS DOCUMENT NO. R92-101087, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH

LOTS 913 AND 914, IN WHITE EAGLE CLUB UNIT 23, BEING A SUBDIVISION IN PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 1995 AS DOCUMENT R95-22930, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH

LOT 911, IN WHITE EAGLE CLUB UNIT 24, BEING A SUBDIVISION IN PART OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 18, 1996, AS DOCUMENT NUMBER R96-22833, IN WILL COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33 AND RUNNING THENCE NORTH 0°-41'-53" EAST, ALONG THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 629.18 FEET; THENCE NORTH 89°-18'-07" WEST 62.36 FEET, TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 25 FEET, 39.27 FEET, ARC, (CHORD BEARING SOUTH 45°-53'-24" WEST, 35.36 FEET, CHORD); THENCE NORTH 89°-06'-36" WEST 175.00 FEET; THENCE SOUTHWESTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 494.00 FEET, 251.26 FEET, ARC, (CHORD BEARING SOUTH 76°-19'-09" WEST, 248.56 FEET, CHORD); THENCE NORTH 40°-06'-02" WEST, 516.18 FEET; THENCE SOUTH 81°-40'-42" WEST, 267.96 FEET; THENCE SOUTH 44°-42'-51" WEST 445.97 FEET; THENCE SOUTH 15°-45'-16" WEST, 582.21 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE WESTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 1273.00 FEET, 76.05 FEET, ARC, (CHORD BEARING SOUTH 82°-34'-22" WEST, 76.04 FEET, CHORD); THENCE SOUTH 80°-51'-42" WEST, 100.00 FEET, TO A POINT OF CURVE; THENCE WESTERLY ALONG A CURVE WHOSE CENTER LIES NORTHERLY AND HAS A RADIUS OF 417.00 FEET, 145.00 FEET, ARC, (CHORD BEARING NORTH 89°-10'-38" WEST, 144.27 FEET, CHORD); THENCE NORTH 15°-45'-16" EAST, 550.00 FEET; THENCE NORTH 59°-39'-18" WEST, 240.00 FEET; THENCE SOUTH 68°-26'-06" WEST, 350.00 FEET; THENCE NORTH 14°-52'-47" WEST, 106.00 FEET, TO A POINT OF CURVE; THENCE NORTHERLY ALONG A CURVE WHOSE CENTER LIES EASTERLY AND HAS A RADIUS OF 581.00 FEET, 164.67 FEET ARC, (CHORD BEARING NORTH 6°-45'-36" WEST, 164.12 FEET, CHORD); THENCE NORTH 84°-47'-38" EAST, 154.98 FEET; THENCE NORTH 57°-50'-03" EAST, 1211.82 FEET; THENCE NORTH 75°-38'-29" EAST, 260.37 FEET; THENCE NORTH 88°-55'-48" EAST, 841.30 FEET; THENCE SOUTH 0°-53'-24" WEST, 901.44 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

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TOGETHER WITH

THAT PART OF THE SOUTH ½ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33 AND RUNNING THENCE SOUTH 88°-58'-55" WEST, ALONG THE SOUTH LINE OF SAID SECTION 33, SAID SOUTH LINE ALSO BEING THE DUPAGE-WILL COUNTY LINE, 2272.14 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°-58'-55" WEST, ALONG SAID SOUTH LINE, 807.55 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHERLY ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 988.00 FEET, 39.63 FEET, ARC, (CHORD BEARING NORTH 25°-07'-43" WEST, 39.63 FEET, CHORD); THENCE NORTH 72°-08'-53" EAST, 159.54 FEET; THENCE NORTH 52°-16'-35" EAST, 200.32 FEET; THENCE NORTH 31°-20'-02" WEST, 159.97 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES NORTHWESTERLY AND HAS A RADIUS OF 347.64 FEET, 108.69 FEET, ARC, (CHORD BEARING NORTH 25°-12'-11" EAST, 108.25 FEET, CHORD), TO A POINT OF TANGENCY; THENCE NORTH 16°-14'-45" SECOND EAST, 296.13 FEET, TO A POINT OF CURVE; THENCE NORTHERLY AND EASTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 250.00 FEET, 357.29 FEET, ARC, (CHORD BEARING NORTH 57°-11'-17" EAST, 327.65 FEET, CHORD), TO A POINT OF TANGENCY; THENCE SOUTH 81°-52'-15" EAST, 87.74 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY, ALONG A CURVE WHOSE CENTER LIES EASTERLY AND HAS A RADIUS OF 647.00 FEET, 226.81 FEET, ARC, (CHORD BEARING SOUTH 4°-50'-13" EAST, 225.65 FEET, CHORD) TO A POINT OF TANGENCY; THENCE SOUTH 14°-52'-47" EAST 333.00 FEET, TO A POINT OF CURVE; THENCE SOUTHEASTERLY, ALONG A CURVE WHOSE CENTER LIES EASTERLY AND HAS A RADIUS OF 483.00 FEET, 184.29 FEET, ARC, (CHORD BEARING SOUTH 25°-48'-38" EAST, 183.18 FEET, CHORD); THENCE SOUTH 35°-10'-11" WEST, 130.00 FEET; THENCE SOUTH 3°-20'-30" WEST, 59.28 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

TOGETHER WITH

THAT PART OF SOUTH ½ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 33 AND RUNNING THENCE SOUTH 88°-58'-55" WEST, ALONG THE SOUTH LINE OF SAID SECTION 33, SAID SOUTH LINE ALSO BEING THE DUPAGE-WILL COUNTY LINE, 3151.84 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 88°-58'-55" WEST, ALONG SAID SOUTH LINE 1759.29 FEET; THENCE NORTH 3°-38'-46" EAST, 349.11 FEET; THENCE NORTH 5°-46'-50" WEST, 625.53 FEET; THENCE NORTH 0°-37'-45" WEST 502.51 FEET; THENCE NORTH 22°-31'-28" EAST, 223.83 FEET; THENCE NORTH 4°-50'-50" EAST, 141.91 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 500.00 FEET, 141.87 FEET, ARC, (CHORD BEARING NORTH 65°-39'-46" EAST, 141.40 FEET, CHORD), TO A POINT OF TANGENCY; THENCE NORTH 73°-47'-29" EAST, 110.00 FEET, TO A POINT OF CURVE; THENCE CONTINUING NORTHEASTERLY, ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 1460.00 FEET, 155.00 FEET, ARC, (CHORD BEARING NORTH 76°-49'-58" EAST, 154.93 FEET, CHORD); THENCE SOUTH 5°-21'-16" EAST, 1411.13 FEET; THENCE NORTH 49°-51'-

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48" EAST, 797.59 FEET; THENCE NORTH 32°-11'-41" WEST, 617.59 FEET; THENCE NORTH 10°-30'-15" WEST, 138.87 FEET; THENCE NORTH 15°-18'-11" EAST, 250.00 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE EASTERLY, ALONG A CURVE WHOSE CENTER LIES SOUTHERLY AND HAS A RADIUS OF 1460.00 FEET, 324.50 FEET, ARC, (CHORD BEARING SOUTH 75°-54'-10" EAST, 323.83 FEET, CHORD); THENCE SOUTH 0°-25'-55" EAST, 109.14 FEET; THENCE SOUTH 53°-45'-00" EAST, 378.89 FEET; THENCE SOUTH 46°-10'-35" EAST, 347.23 FEET; THENCE SOUTH 32°-44'-27" EAST, 80.00 FEET; THENCE SOUTH 7°-05'-06" EAST, 125.80 FEET; THENCE SOUTH 50°-28'-57" EAST, 178.37 FEET; THENCE SOUTH 70°-12'-07" EAST, 109.58 FEET; THENCE SOUTH 37°-18'-57" WEST, 115.61 FEET; THENCE SOUTH 16°-14'-45" WEST, 114.91 FEET; THENCE SOUTH 73°-45'-15" EAST, 150.00 FEET; THENCE SOUTH 16°-14'-45" WEST, 40.00 FEET; THENCE NORTH 73°-45'-15" WEST, 150.00 FEET; THENCE SOUTH 16°-14'-45" WEST, 197.04 FEET; THENCE SOUTH 46°-35'-18" WEST, 113.00 FEET; THENCE NORTH 52°-42'-34" WEST, 405.03 FEET; THENCE NORTH 74°-33'-59" WEST, 161.65 FEET; THENCE SOUTH 57°-13'-00" WEST, 235.58 FEET; THENCE SOUTH 20°-38'-18" WEST, 116.69 FEET; THENCE SOUTH 37°-44'-35" EAST, 246.21 FEET; THENCE SOUTH 54°-48'-10" EAST, 385.20 FEET; THENCE SOUTH 35°-38'-33" EAST, 71.54 FEET; THENCE NORTH 77°-50'-08" EAST, 160.00 FEET, TO A POINT ON A NON-TANGENT CURVE; THENCE SOUTHERLY ALONG A CURVE WHOSE CENTER LIES WESTERLY AND HAS A RADIUS OF 922.00 FEET, 35.47 FEET, ARC, (CHORD BEARING SOUTH 26°-49'-51" EAST, 35.47 FEET, CHORD), MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

School Site

LOT 307 OF WHITE EAGLE CLUB UNIT 5 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R88-114846 AND R88-114847 RECORDED ON OCTOBER 6, 1988 IN DUPAGE COUNTY, ILLINOIS.

Park Sites

LOT 308 OF WHITE EAGLE CLUB UNIT 5 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R88-114846 AND R88-114847 RECORDED ON OCTOBER 6, 1988 IN DUPAGE COUNTY, ILLINOIS.

LOT 598 OF WHITE EAGLE CLUB UNIT 15 BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R93-114350 ON DECEMBER 17, 1993 IN WILL COUNTY, ILLINOIS.

LOT 6 IN WHITE EAGLE CLUB UNIT 2 RESUBDIVISION, BEING A RESUBDIVISION OF WHITE EAGLE CLUB UNIT 2, A SUBDIVISION IN PART OF THE SOUTH ½ SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED AUGUST 31, 1988 AS DOCUMENT R88-098342, IN DUPAGE COUNTY, ILLINOIS.

Commercial Area

LOTS 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 IN WHITE EAGLE COMMONS, BEING A RESUBDIVISION OF LOTS 2, 3, 4, 5 AND 8 IN WHITE EAGLE CLUB UNIT 2, A RESUBDIVISION IN PART OF THE SOUTH ½ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED SEPTEMBER 9, 1994 AS DOCUMENT R94-186037, IN DUPAGE COUNTY, ILLINOIS.

PLUS

LOT 1 IN WHITE EAGLE CLUB UNIT 2 RESUBDIVISION, BEING A RESUBDIVISION OF WHITE EAGLE CLUB UNIT 2, A SUBDIVISION IN PART OF THE SOUTH ½ OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED AUGUST 31, 1988 AS DOCUMENT R88-098342, IN DUPAGE COUNTY, ILLINOIS.

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EXHIBIT "E"

LEGAL DESCRIPTION OF WHITE EAGLE CLUB UNIT 25

This Exhibit is intentionally left blank. Please refer to Exhibit "A4" with respect to White Eagle Club Unit 25.

EXHIBIT F

LEGAL DESCRIPTION OF LOTS SUBJECT TO
FENCE MAINTENANCE BY THE ASSOCIATION

LOTS 206, 207 AND 208 OF WHITE EAGLE CLUB UNIT 4 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R88-001786 RECORDED ON JANUARY 6, 1988 IN DUPAGE COUNTY, ILLINOIS.

LOT 307 AND 308 AND LOTS 319 THROUGH 337 (INCLUSIVE) OF WHITE EAGLE CLUB UNIT 5 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTIONS 32 AND 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R88-114846 AND R88-114847 RECORDED ON OCTOBER 6, 1988 IN DUPAGE COUNTY, ILLINOIS.

LOTS 442 - 444 (INCLUSIVE) AND LOTS 460 - 466 (INCLUSIVE) IN WHITE EAGLE CLUB UNIT 12 BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY ILLINOIS AND PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED BY THE RECORDER OF DEED OF DUPAGE COUNTY AS DOCUMENT NO. 489-039631 RECORDED ON APRIL 4, 1989 AND BY THE RECORDER OF DEEDS OF WILL COUNTY ON APRIL 21, 1989 AS DOCUMENT NO. R89-18649.

LOTS 598 AND LOTS 610 - 614 (INCLUSIVE) IN WHITE EAGLE CLUB UNIT 15 BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R93-114350 ON DECEMBER 17, 1993 IN WILL COUNTY.

LOT 6 IN WHITE EAGLE CLUB UNIT 2 RESUBDIVISION, BEING A RESUBDIVISION OF WHITE EAGLE CLUB UNIT 2, A SUBDIVISION IN PART OF THE SOUTH ½ SECTION 33, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED AUGUST 31, 1988 AS DOCUMENT R88-098342, IN DUPAGE COUNTY, ILLINOIS.

LOTS 817 - 829 (INCLUSIVE) IN WHITE EAGLE CLUB UNIT 22 BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON DECEMBER 29, 1994 AS DOCUMENT NO. R94-115743, ALL IN WILL COUNTY, ILLINOIS.

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EXHIBIT G

ARCHITECTURAL AND CONSTRUCTION STANDARDS

LOT NO.	DIMENSION REQUIREMENTS			DRIVEWAY MATERIALS	
	MINIMUM SQUARE FOOTAGE FOR A 1-STORY DWELLING	MINIMUM SQUARE FOOTAGE FOR A 2-STORY DWELLING	MINIMUM SIDE TO SIDE DIMENSION WITH FRONT LOAD / SIDE LOAD GARAGE	ASPHALT	CONCRETE OR BRICK
1 - 57	2,400	2,900	57 FT	YES	YES
58 - 62	2,600	3,200	65 FT	YES	YES
63 - 73	2,400	2,900	57 FT	YES	YES
74 - 122	2,600	3,200	65 FT	YES	YES
123 - 141	2,400	2,900	57 FT	YES	YES
142 - 145	2,600	3,200	65 FT	YES	YES
146 - 153	2,400	2,900	57 FT	YES	YES
154 - 157	2,600	3,200	65 FT	YES	YES
158 - 160	2,400	2,900	57 FT	YES	YES
162 - 165	2,600	3,200	65 FT	YES	YES
166 - 174	2,300	2,900	65 FT	YES	YES
175	2,600	3,200	65 FT	YES	YES
176	2,100	2,600	57 FT	YES	YES
177 - 180	2,400	2,900	57 FT	YES	YES
182 - 191	2,400	2,900	57 FT	YES	YES
192 - 196	2,400	2,900	65 FT / 55 FT	YES	YES
198 - 286	2,400	2,900	57 FT	YES	YES
287 - 306	2,600	3,200	65 FT / 55 FT	YES	YES
309 - 314	2,200	2,500	65 FT / 55 FT	YES	YES
315 - 337	2,200	2,500	57 FT	YES	YES
338 - 368	2,200	2,500	65 FT	YES	YES
369 - 380	2,400	2,900	65 FT / 55 FT	YES	YES
381 - 413	2,600	3,200	65 FT / 60 FT	NO	YES
414 - 418	2,600	3,200	70 FT / 60 FT	NO	YES
419 - 440	3,200	4,000	70 FT / 60 FT	NO	YES
442 - 492	2,600	3,200	65 FT / 60 FT	NO	YES
493 - 560	2,600	3,200	70 FT / 60 FT	NO	YES

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ARCHITECTURAL AND CONSTRUCTION STANDARDS
CONTINUED

LOT NO.	DIMENSION REQUIREMENTS			DRIVEWAY MATERIALS	
	MINIMUM SQUARE FOOTAGE FOR A 1-STORY DWELLING	MINIMUM SQUARE FOOTAGE FOR A 2-STORY DWELLING	MINIMUM SIDE TO SIDE DIMENSION WITH FRONT LOAD / SIDE LOAD GARAGE	ASPHALT	CONCRETE OR BRICK
561 - 565	3,200	4,000	70 FT / 65 FT ①	NO	YES
566 - 568	2,200	2,500	65 FT / 55 FT	YES	YES
569 - 576	3,200	4,000	70 FT ②	NO	YES
577 - 597	2,400	2,900	65 FT	NO	YES
599 - 628	2,600	3,200	65 FT / 58 FT ③	NO	YES
629 - 630	2,400	2,900	65 FT / 58 FT ③	NO	YES
631 - 650	2,400	2,900	65 FT	NO	YES
651 - 697	2,600	3,200	65 FT / 58 FT ③	NO	YES
698 - 726	2,400	2,900	65 FT / 58 FT ③	NO	YES
727 - 741	2,600	3,200	65 FT / 58 FT ③	NO	YES
742 - 767	2,400	2,900	65 FT / 58 FT ③	NO	YES
805 - 806	2,400	2,900	65 FT / 58 FT ③	NO	YES
807 - 829	2,400	2,900	65 FT ③	NO	YES
830 - 843	2,600	3,200	65 FT / 58 FT ③	NO	YES
844 - 851	3,000	3,500	70 FT / 65 FT ③	NO	YES
852 - 872	3,200	4,000	70 FT / 65 FT ③	NO	YES
873 - 887	3,000	3,500	70 FT / 65 FT ③	NO	YES
888 - 902	3,200	4,000	70 FT / 65 FT ③	NO	YES
903 - 910	3,000	3,500	70 FT / 65 FT ③	NO	YES
1001 - 1047	2,300	2,600	50 FT	NO	YES

- ① Minimum front yard set back is 40 feet.
- ② Garages must be side-load; no front load garages allowed.
- ③ All dwelling units shall be constructed with a three-car garage.

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**ALL ADDRESSES LISTED BELOW ARE LOCATED IN
DUPAGE COUNTY**

ADDRESS	PIN	LOT
4264 White Eagle Drive	07-33-402-001	1
4260 White Eagle Drive	07-33-402-002	2
4256 White Eagle Drive	07-33-402-003	3
4252 White Eagle Drive	07-33-402-004	4
4248 White Eagle Drive	07-33-402-005	5
4240 Bear Creek Court	07-33-402-006	6
4236 Bear Creek Court	07-33-402-007	7
4232 Bear Creek Court	07-33-402-008	8
4228 Bear Creek Court	07-33-402-009	9
4224 Bear Creek Court	07-33-402-010	10
4220 Bear Creek Court	07-33-402-011	11
4216 Bear Creek Court	07-33-402-012	12
4212 Bear Creek Court	07-33-402-013	13
4208 Bear Creek Court	07-33-402-014	14
4204 White Eagle Drive	07-33-402-015	15
4200 White Eagle Drive	07-33-402-016	16
4111 Kingshill Circle	07-33-402-017	17
4115 Kingshill Circle	07-33-402-018	18
4119 Kingshill Circle	07-33-402-019	19
4123 Kingshill Circle	07-33-402-020	20
4127 Kingshill Circle	07-33-402-021	21
4131 Kingshill Circle	07-33-402-022	22
4135 Kingshill Circle	07-33-402-023	23
4139 Kingshill Circle	07-33-402-024	24
4143 Kingshill Circle	07-33-402-025	25
4147 Kingshill Circle	07-33-402-026	26
4151 Kingshill Circle	07-33-402-027	27
4211 Kingshill Circle	07-33-402-028	28
4225 Kingshill Circle	07-33-402-029	29
4251 Kingshill Circle	07-33-402-030	30
4260 Kingshill Circle	07-33-401-001	31
4240 Kingshill Circle	07-33-401-002	32
4220 Kingshill Circle	07-33-401-003	33
4200 Kingshill Circle	07-33-401-004	34
4156 Kingshill Circle	07-33-401-005	35
4154 Kingshill Circle	07-33-401-006	36
4152 Kingshill Circle	07-33-401-007	37
4148 Cave Creek Court	07-33-401-008	38
4146 Cave Creek Court	07-33-401-009	39
4144 Cave Creek Court	07-33-401-010	40
4142 Cave Creek Court	07-33-401-011	41
4140 Cave Creek Court	07-33-401-012	42

ADDRESS	PIN	LOT
4138 Cave Creek Court	07-33-401-013	43
4136 Cave Creek Court	07-33-401-014	44
4134 Kingshill Circle	07-33-401-015	45
4132 Kingshill Circle	07-33-401-016	46
4130 Kingshill Circle	07-33-401-017	47
4128 Kingshill Circle	07-33-401-018	48
4126 Kingshill Circle	07-33-401-019	49
4124 Broadmoor Court <i>Kingshill Circle</i>	07-33-401-020	50
4122 Kingshill Circle	07-33-401-021	51
4120 Kingshill Circle	07-33-401-022	52
4118 Kingshill Circle	07-33-401-023	53
4114 White Eagle Drive	07-33-401-024	54
4112 White Eagle Drive	07-33-401-025	55
4110 White Eagle Drive	07-33-401-026	56
4098 Palmer Court	07-33-401-027	57
4090 Palmer Court	07-33-401-028	58
4080 Palmer Court	07-33-401-029	59
4070 Palmer Court	07-33-401-030	60
4060 Palmer Court	07-33-401-031	61
4050 Palmer Court	07-33-401-032	62
4040 Palmer Court	07-33-401-033	63
4030 White Eagle Drive	07-33-401-034	64
4020 White Eagle Drive	07-33-301-051	65
4088 Broadmoor Court	07-33-301-050	66
4057 Broadmoor Court	07-33-303-027	67
3940 White Eagle Drive	07-33-303-028	68
3934 White Eagle Drive	07-33-303-029	69
3928 White Eagle Drive	07-33-303-030	70
3922 White Eagle Drive	07-33-303-031	71
3916 White Eagle Drive	07-33-303-032	72
3910 White Eagle Drive	07-33-303-001	73
3911 Broadmoor Court	07-33-303-002	74
3915 Broadmoor Court	07-33-303-003	75
3919 Broadmoor Court	07-33-303-004	76
3923 Broadmoor Court	07-33-303-005	77
3927 Broadmoor Court	07-33-303-006	78
3931 Broadmoor Court	07-33-303-007	79
4005 Broadmoor Court	07-33-303-008	80
4011 Broadmoor Court	07-33-303-009	81
4017 Broadmoor Court	07-33-303-010	82
4023 Broadmoor Court	07-33-303-011	83
4029 Broadmoor Court	07-33-303-012	84
4035 Broadmoor Court	07-33-303-013	85
4039 Broadmoor Court	07-33-303-014	86
3984 Paradise Canyon Court	07-33-303-015	87
3980 Paradise Canyon Court	07-33-303-016	88

ADDRESS	PIN	LOT
3976 Paradise Canyon Court	07-33-303-017	89
3972 Paradise Canyon Court	07-33-303-018	90
3968 Paradise Canyon Court	07-33-303-019	91
3964 Paradise Canyon Court	07-33-303-020	92
3960 Paradise Canyon Court	07-33-303-021	93
3956 Paradise Canyon Court	07-33-303-022	94
3952 Paradise Canyon Court	07-33-303-023	95
3948 Paradise Canyon Court	07-33-303-024	96
3944 Paradise Canyon Court	07-33-303-025	97
3940 Paradise Canyon Court	07-33-303-026	98
4082 Broadmoore Court	07-33-301-049	99
4078 Broadmoore Court	07-33-301-048	100
4072 Broadmoore Court	07-33-301-047	101
4066 Broadmoore Court	07-33-301-046	102
4060 Broadmoore Court	07-33-301-045	103
4054 Broadmoore Court	07-33-301-044	104
4048 Broadmoore Court	07-33-301-043	105
4042 Broadmoore Court	07-33-301-042	106
4036 Broadmoore Court	07-33-301-041	107
4030 Broadmoore Court	07-33-301-040	108
4024 Broadmoore Court	07-33-301-039	109
4018 Broadmoore Court	07-33-301-038	110
4012 Broadmoore Court	07-33-301-037	111
4006 Broadmoore Court	07-33-301-036	112
4000 Broadmoore Court	07-33-301-035	113
3960 Broadmoore Court	07-33-301-034	114
3954 Broadmoore Court	07-33-301-033	115
3948 Broadmoore Court	07-33-301-032	116
3942 Broadmoore Court	07-33-301-031	117
3936 Broadmoore Court	07-33-301-030	118
3930 Broadmoore Court	07-33-301-029	119
3924 Broadmoore Court	07-33-301-028	120
3918 Broadmoore Court	07-33-301-027	121
3912 Broadmoore Court	07-33-301-026	122
3906 Broadmoore Court	07-33-301-025	123
3900 White Eagle Drive	07-33-301-024	124
3849 Cadella Circle	07-33-302-010	125
3826 White Eagle Drive	07-33-302-011	126
3822 White Eagle Drive	07-33-302-012	127
3818 White Eagle Drive	07-33-302-013	128
3814 White Eagle Drive	07-33-302-014	129
3810 White Eagle Drive	07-33-302-001	130
3811 Cadella Circle	07-33-302-002	131
3815 Cadella Circle	07-33-302-003	132
3819 Cadella Circle	07-33-302-004	133
3825 Cadella Circle	07-33-302-005	134

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3829 Cadella Circle	07-33-302-006	135
3835 Cadella Circle	07-33-302-007	136
3839 Cadella Circle	07-33-302-008	137
3845 Cadella Circle	07-33-302-009	138
3884 Cadella Circle	07-33-301-023	139
3880 Cadella Circle	07-33-301-022	140
3876 Silver Creek	07-33-301-021	141
3872 Silver Creek	07-33-301-020	142
3868 Silver Creek	07-33-301-019	143
3864 Silver Creek	07-33-301-018	144
3860 Silver Creek	07-33-301-017	145
3856 Cadella Circle	07-33-301-016	146
3852 Cadella Circle	07-33-301-015	147
3848 Cadella Circle	07-33-301-014	148
3844 Cadella Circle	07-33-301-013	149
3840 Cadella Circle	07-33-301-012	150
3836 Cadella Circle	07-33-301-011	151
3832 Cadella Circle	07-33-301-010	152
3828 Fossil Creek Court	07-33-301-009	153
3824 Fossil Creek Court	07-33-301-008	154
3820 Fossil Creek Court	07-33-301-007	155
3816 Fossil Creek Court	07-33-301-005	156
3812 Fossil Creek Court	07-33-301-004	157
3808 Cadella Circle	07-33-301-003	158
3804 Cadella Circle	07-33-301-002	159
3800 Cadella Circle	07-33-301-001	160
3901 White Eagle Drive	07-33-307-001	162
3905 White Eagle Drive	07-33-307-002	163
3909 White Eagle Drive	07-33-307-003	164
3915 White Eagle Drive	07-33-307-004	165
3919 White Eagle Drive	07-33-307-005	166
3923 White Eagle Drive	07-33-307-006	167
3927 White Eagle Drive	07-33-307-007	168
3933 White Eagle Drive	07-33-307-008	169
3937 White Eagle Drive	07-33-307-009	170
3941 Broadmoor Court	07-33-307-010	171
3945 Broadmoor Court	07-33-307-011	172
3949 Broadmoor Court	07-33-307-012	173
3953 Broadmoor Court	07-33-307-013	174
3957 Broadmoor Court	07-33-307-014	175
4005 White Eagle Drive	07-33-307-015	176
4009 White Eagle Drive	07-33-307-016	177
4015 White Eagle Drive	07-33-403-001	178
4019 White Eagle Drive	07-33-403-002	179
4023 White Eagle Drive	07-33-403-003	180
3798 Monarch Circle	07-33-304-010	182

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3770 Monarch Circle	07-33-304-008	184
3756 Monarch Circle	07-33-304-007	185
3742 Monarch Circle	07-33-304-006	186
3728 Monarch Circle	07-33-304-005	187
3714 Monarch Circle	07-33-304-004	188
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1400 Monarch Circle	07-32-403-001	209
1380 Monarch Circle	07-32-403-002	210
3523 Monarch Circle	07-32-403-003	211
1403 Frenchmans's Bend Drive	07-32-403-004	212
1407 Frenchmans's Bend Drive	07-32-403-005	213
1411 Frenchmans's Bend Drive	07-32-403-006	214
1415 Frenchmans's Bend Drive	07-32-403-007	215
1419 Frenchmans's Bend Drive	07-32-403-008	216
1421 Frenchmans's Bend Drive	07-32-403-009	217
1427 Frenchmans's Bend Drive	07-32-403-010	218
1431 Frenchmans's Bend Drive	07-32-403-011	219
1445 Frenchmans's Bend Drive	07-32-403-012	220
1451 Frenchmans's Bend Drive	07-32-403-013	221
1463 Frenchmans's Bend Drive	07-32-403-014	222
1469 Frenchmans's Bend Drive	07-32-403-015	223
1475 Frenchmans's Bend Drive	07-32-403-016	224
1481 Frenchmans's Bend Drive	07-32-403-017	225
1509 Frenchmans's Bend Drive	07-32-404-001	226
1515 Frenchmans's Bend Drive	07-32-404-002	227
1518 Frenchmans's Bend Drive	07-32-406-012	228
1512 Frenchmans's Bend Drive	07-32-406-011	229

ADDRESS	PIN	LOT
1506 Frenchmans's Bend Drive	07-32-406-010	230
1500 Frenchmans's Bend Drive	07-32-406-009	231
1478 Frenchmans's Bend Drive	07-32-406-008	232
1472 Frenchmans's Bend Drive	07-32-406-007	233
1466 Frenchmans's Bend Drive	07-32-406-006	234
1460 Frenchmans's Bend Drive	07-32-406-005	235
1454 Frenchmans's Bend Drive	07-32-406-004	236
1450 Isleworth Court	07-32-406-003	237
1440 Isleworth Court	07-32-406-002	238
1430 Isleworth Court	07-32-406-001	239
1420 Isleworth Court	07-33-305-004	240
1410 Isleworth Court	07-33-305-003	241
1400 Isleworth Court	07-33-305-002	242
1405 Isleworth Court	07-33-305-001	243
1415 Isleworth Court	07-32-405-013	244
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1435 Isleworth Court	07-32-405-011	246
1445 Isleworth Court	07-32-405-010	247
1442 Frenchmans's Bend Drive	07-32-405-009	248
1436 Frenchmans's Bend Drive	07-32-405-008	249
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1418 Frenchmans's Bend Drive	07-32-405-005	252
1412 Frenchmans's Bend Drive	07-32-405-004	253
1406 Frenchmans's Bend Drive	07-32-405-003	254
1400 Frenchmans's Bend Drive	07-32-405-002	255
1390 Frenchmans's Bend Drive	07-32-405-001	256
1395 Sun Tree Court	07-32-405-024	257
1405 Sun Tree Court	07-32-405-023	258
1415 Sun Tree Court	07-32-405-022	259
1425 Sun Tree Court	07-32-405-021	260
1430 Sun Tree Court	07-32-405-020	261
1420 Sun Tree Court	07-32-405-019	262
1410 Sun Tree Court	07-32-405-018	263
1400 Sun Tree Court	07-32-405-017	264
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3649 Monarch Circle	07-32-405-015	266
3663 Monarch Circle	07-32-405-014	267
3677 Monarch Circle	07-33-305-005	268
3691 Monarch Circle	07-33-305-006	269
3749 Monarch Circle	07-33-305-007	270
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1435 White Eagle Drive	07-33-305-010	273
1445 White Eagle Drive	07-33-305-011	274
1455 White Eagle Drive	07-33-305-012	275

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1475 White Eagle Drive	07-33-305-014	277
1485 White Eagle Drive	07-33-305-015	278
1495 White Eagle Drive	07-33-305-016	279
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1490 White Eagle Drive	07-33-306-003	289
1500 White Eagle Drive	07-33-306-004	290
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1576 White Eagle Drive	07-33-306-014	300
1850 White Eagle Drive	07-33-306-015	301
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1592 White Eagle Drive	07-33-306-018	304
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1517 Monarch Circle	07-32-402-035	321
1513 Monarch Circle	07-32-402-034	322
1507 Monarch Circle	07-32-402-033	323

ADDRESS	PIN	LOT
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1495 Monarch Circle	07-32-402-030	326
1489 Monarch Circle	07-32-402-029	327
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1405 Monarch Circle	07-32-402-019	337
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1450 Monarch Circle	07-32-403-056	342
3540 Jeremy Ranch Court	07-32-403-055	343
3550 Jeremy Ranch Court	07-32-403-054	344
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3570 Jeremy Ranch Court	07-32-403-052	346
3580 Jeremy Ranch Court	07-32-403-051	347
3590 Jeremy Ranch Court	07-32-403-050	348
3600 Jeremy Ranch Court	07-32-403-049	349
3595 Jeremy Ranch Court	07-32-403-048	350
3585 Jeremy Ranch Court	07-32-403-047	351
3575 Jeremy Ranch Court	07-32-403-046	352
3565 Jeremy Ranch Court	07-32-403-045	353
3555 Jeremy Ranch Court	07-32-403-044	354
3545 Jeremy Ranch Court	07-32-403-043	355
1480 Monarch Circle	07-32-403-042	356
1486 Monarch Circle	07-32-403-041	357
1490 Monarch Circle	07-32-403-040	358
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1530 Monarch Circle	07-32-403-036	362
3550 Monarch Circle	07-32-403-035	363
3564 Monarch Circle	07-32-403-034	364
3578 Monarch Circle	07-32-403-033	365
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3606 Monarch Circle	07-32-403-031	367
3620 Monarch Circle	07-32-403-030	368
3605 Tralee Court	07-32-403-029	369

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3585 Tralee Court	07-32-403-027	371
3575 Tralee Court	07-32-403-026	372
3565 Tralee Court	07-32-403-025	373
3555 Tralee Court	07-32-403-024	374
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3600 Tralee Court	07-32-403-018	380
1599 Pine Lake Drive	07-33-405-001	381
1593 Pine Lake Drive	07-33-405-002	382
1589 Pine Lake Drive	07-33-405-003	383
1583 Pine Lake Drive	07-33-405-004	384
1577 Pine Lake Drive	07-33-405-005	385
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4335 Pine Lake Drive	07-33-404-003	400
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1536 Pine Lake Drive	07-33-404-005	402
1546 Pine Lake Drive	07-33-404-006	403
1556 Pine Lake Drive	07-33-404-007	404
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4310 Lonetree Court	07-33-404-009	406
4315 Lonetree Court	07-33-404-010	407
4305 Lonetree Court	07-33-404-011	408
1576 Pine Lake Drive	07-33-404-012	409
1586 Pine Lake Drive	07-33-404-013	410
1596 Pine Lake Drive	07-33-404-014	411
4300 Palmer Circle	07-33-404-015	412
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4090 Winberie Avenue	07-33-403-006	414
4080 Winberie Avenue	07-33-403-005	415
4070 Winberie Avenue	07-33-403-004	416
4060 Winberie Avenue	07-33-307-017	417

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4050 Winberie Avenue	07-33-307-018	418
4040 Winberie Avenue	07-33-307-019	419
4030 Winberie Avenue	07-33-307-020	420
4020 Winberie Avenue	07-33-307-038	421
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4000 Winberie Avenue	07-33-307-023	423
3990 Winberie Avenue	07-33-307-024	424
3980 Winberie Avenue	07-33-307-025	425
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1550 Winberie Court	07-33-307-028	428
1540 Winberie Court	07-33-307-029	429
1530 Winberie Court	07-33-307-030	430
1535 Winberie Court	07-33-307-031	431
1545 Winberie Court	07-33-307-032	432
1555 Winberie Court	07-33-307-033	433
1565 Winberie Court	07-33-307-034	434
1575 Winberie Court	07-33-307-035	435
1585 Winberie Court	07-33-307-036	436
1595 Winberie Court	07-33-307-037	437
3985 Winberie Avenue	07-33-309-001	438
3995 Winberie Avenue	07-33-309-002	439
4005 Winberie Avenue	07-33-309-003	440
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1585 Whistler Court	07-33-407-003	447
1595 Whistler Court	07-33-407-002	448
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3657 Monarch Circle	07-32-402-071	568
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4210 Legend Court	07-33-408-002	570
4220 Legend Court	07-33-408-003	571
4221 Legend Court	07-33-408-004	572
4211 Legend Court	07-33-408-005	573
4210 Palmer Drive	07-33-408-006	574
4220 Palmer Drive	07-33-408-007	575
4230 Palmer Drive	07-33-408-008	576
1436 Aberdeen Court	07-33-310-060	06-A
1438 Aberdeen Court	07-33-310-061	06-B
1442 Aberdeen Court	07-33-310-064	09-A
1448 Aberdeen Court	07-33-310-065	09-B
1484 Aberdeen Court	07-33-310-050	18-A

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1486 Aberdeen Court	07-33-310-049	18-B
1490 Aberdeen Court	07-33-310-054	21-A
1496 Aberdeen Court	07-33-310-053	21-B
1416 Aberdeen Court	07-33-310-055	001-A
4105 Stableford Lane	07-33-406-001	001-B
1420 Aberdeen Court	07-33-310-056	002-A
4107 Stableford Lane	07-33-406-002	002-B
1424 Aberdeen Court	07-33-310-057	003-A
4109 Stableford Lane	07-33-406-003	003-B
1432 Aberdeen Court	07-33-310-058	004-A
1428 Aberdeen Court	07-33-310-059	005-A
1440 Aberdeen Court	07-33-310-062	007-A
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1456 Aberdeen Court	07-33-310-046	011-A
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1476 Aberdeen Court	07-33-310-027	015-A
1480 Aberdeen Court	07-33-310-028	016-A
1488 Aberdeen Court	07-33-310-051	017-A
1492 Aberdeen Court	07-33-310-052	019-A
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1504 Aberdeen Court	07-33-310-067	022-A
1512 Aberdeen Court	07-33-310-068	024-A
1508 Aberdeen Court	07-33-310-069	025-A
1516 Aberdeen Court	07-33-310-082	026-A
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1564 Aberdeen Court	07-33-310-029	038-A
1568 Aberdeen Court	07-33-310-030	039-A
1576 Aberdeen Court	07-33-310-031	040-A
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1588 Aberdeen Court	07-33-310-007	044-A
1592 Aberdeen Court	07-33-310-008	045-A

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1600 Aberdeen Court	07-33-310-010	047-A
1608 Aberdeen Court	07-33-310-011	048-A
1604 Aberdeen Court	07-33-310-012	049-A
1605 Aberdeen Court	07-33-310-013	050-A
1601 Aberdeen Court	07-33-310-014	051-A
1597 Aberdeen Court	07-33-310-015	052-A
1593 Aberdeen Court	07-33-310-016	053-A
1589 Aberdeen Court	07-33-310-078	054-A
1585 Aberdeen Court	07-33-310-079	055-A
1577 Aberdeen Court	07-33-310-080	056-A
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1561 Aberdeen Court	07-33-310-039	060-A
1565 Aberdeen Court	07-33-310-040	061-A
1557 Aberdeen Court	07-33-310-021	062-A
1553 Aberdeen Court	07-33-310-022	063-A
4111 Stableford Lane	07-33-406-063	063-B
1545 Aberdeen Court	07-33-310-023	064-A
4113 Stableford Lane	07-33-406-064	064-B
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4115 Stableford Lane	07-33-406-065	065-B
1541 Aberdeen Court	07-33-310-001	066-A
4117 Stableford Lane	07-33-406-066	066-B
1537 Aberdeen Court	07-33-310-002	067-A
1501 Wexford Place	07-33-406-067	067-B
1533 Aberdeen Court	07-33-310-003	068-A
1503 Wexford Place	07-33-406-068	068-B
1529 Aberdeen Court	07-33-310-004	069-A
1505 Wexford Place	07-33-406-069	069-B
1525 Aberdeen Court	07-33-310-017	070-A
1509 Wexford Place	07-33-406-070	070-B
1521 Aberdeen Court	07-33-310-018	071-A
1511 Wexford Place	07-33-406-071	071-B
1517 Aberdeen Court	07-33-310-019	072-A
1513 Wexford Place	07-33-406-072	072-B
1513 Aberdeen Court	07-33-310-020	073-A
1514 Wexford Place	07-33-406-073	073-B
1509 Aberdeen Court	07-33-310-041	074-A
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1504 Wexford Place	07-33-406-076	076-B
1497 Aberdeen Court	07-33-310-044	077-A

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1493 Aberdeen Court	07-33-310-074	078-A
1500 Wexford Place	07-33-406-078	078-B
1489 Aberdeen Court	07-33-310-075	079-A
1501 Greenbriar Place	07-33-406-079	079-B
1481 Aberdeen Court	07-33-310-076	080-A
1503 Greenbriar Place	07-33-406-080	080-B
1485 Aberdeen Court	07-33-310-077	081-A
1505 Greenbriar Place	07-33-406-081	081-B
1479 Aberdeen Court	07-33-310-086	082-A
1511 Greenbriar Place	07-33-406-082	082-B
1475 Aberdeen Court	07-33-310-087	083-A
1513 Greenbriar Place	07-33-406-083	083-B
1471 Aberdeen Court	07-33-310-088	084-A
1515 Greenbriar Place	07-33-406-084	084-B
1467 Aberdeen Court	07-33-310-089	085-A
1514 Greenbriar Place	07-33-406-085	085-B
1463 Aberdeen Court	07-33-310-090	086-A
1512 Greenbriar Place	07-33-406-086	086-B
1459 Aberdeen Court	07-33-310-091	087-A
1510 Greenbriar Place	07-33-406-087	087-B
1455 Aberdeen Court	07-33-310-092	088-A
1506 Greenbriar Place	07-33-406-088	088-B
1451 Aberdeen Court	07-33-310-093	089-A
1504 Greenbriar Place	07-33-406-089	089-B
1445 Aberdeen Court	07-33-310-094	090-A
1502 Greenbriar Place	07-33-406-090	090-B
1449 Aberdeen Court	07-33-310-095	091-A
1500 Greenbriar Place	07-33-406-091	091-B
1441 Aberdeen Court	07-33-310-096	092-A
1501 Harbour Towne Place	07-33-406-092	092-B
1437 Aberdeen Court	07-33-310-097	093-A
1503 Harbour Towne Place	07-33-406-093	093-B
1429 Aberdeen Court	07-33-310-098	094-A
1505 Harbour Towne Place	07-33-406-094	094-B
1433 Aberdeen Court	07-33-310-099	095-A
1507 Harbour Towne Place	07-33-406-095	095-B
1425 Aberdeen Court	07-33-310-100	096-A
1511 Harbour Towne Place	07-33-406-096	096-B
1421 Aberdeen Court	07-33-310-101	097-A
1513 Harbour Towne Place	07-33-406-097	097-B
1417 Aberdeen Court	07-33-310-102	098-A
1515 Harbour Towne Place	07-33-406-098	098-B
1413 Aberdeen Court	07-33-310-103	099-A
1514 Harbour Towne Place	07-33-406-099	099-B
1409 Aberdeen Court	07-33-310-104	100-A

ADDRESS	PIN	LOT
1512 Harbour Towne Place	07-33-406-100	100-B
1405 Aberdeen Court	07-33-310-105	101-A
1510 Harbour Towne Place	07-33-406-101	101-B
1506 Harbour Towne Place	07-33-406-102	102-B
1504 Harbour Towne Place	07-33-406-103	103-B
1502 Harbour Towne Place	07-33-406-104	104-B
1500 Harbour Towne Place	07-33-406-105	105-B
4253 Stableford Lane	07-33-406-106	106-B
4255 Stableford Lane	07-33-406-107	107-B
4257 Stableford Lane	07-33-406-108	108-B
4263 Stableford Lane	07-33-406-109	109-B
4265 Stableford Lane	07-33-406-110	110-B
4267 Stableford Lane	07-33-406-111	111-B
4273 Stableford Lane	07-33-406-112	112-B
4275 Stableford Lane	07-33-406-113	113-B
4277 Stableford Lane	07-33-406-114	114-B
4283 Stableford Lane	07-33-406-115	115-B
4285 Stableford Lane	07-33-406-116	116-B
4287 Stableford Lane	07-33-406-117	117-B
4292 Stableford Lane	07-33-406-118	118-B
4294 Stableford Lane	07-33-406-119	119-B
4296 Stableford Lane	07-33-406-120	120-B
4286 Stableford Lane	07-33-406-121	121-B
4284 Stableford Lane	07-33-406-122	122-B
4282 Stableford Lane	07-33-406-123	123-B
4276 Stableford Lane	07-33-406-124	124-B
4274 Stableford Lane	07-33-406-125	125-B
4272 Stableford Lane	07-33-406-126	126-B
4266 Stableford Lane	07-33-406-127	127-B
4264 Stableford Lane	07-33-406-128	128-B
4262 Stableford Lane	07-33-406-129	129-B
4258 Stableford Lane	07-33-406-130	130-B
4256 Stableford Lane	07-33-406-131	131-B
4254 Stableford Lane	07-33-406-132	132-B

**ALL ADDRESSES LISTED BELOW ARE LOCATED IN
WILL COUNTY**

ADDRESS	PIN	LOT
4402 Palmer Circle	07-01-04-230-001	450
2211 Palmer Circle	07-01-04-231-001	453
2215 Palmer Circle	07-01-04-231-002	454
2219 Palmer Circle	07-01-04-231-003	455
2223 Palmer Circle	07-01-04-231-004	456
2227 Palmer Circle	07-01-04-231-005	457
2231 Palmer Circle	07-01-04-231-006	458
2235 Palmer Circle	07-01-04-231-007	459
2239 Palmer Circle	07-01-04-231-008	460
2243 Palmer Circle	07-01-04-231-016	461
2247 Palmer Circle	07-01-04-231-015	462
2251 Palmer Circle	07-01-04-231-014	463
2255 Palmer Circle	07-01-04-231-013	464
2259 Palmer Circle	07-01-04-231-012	465
2263 Palmer Circle	07-01-04-231-011	466
2267 Palmer Circle	07-01-04-231-010	467
2271 Palmer Circle	07-01-04-231-009	468
3124 White Eagle Drive	07-01-04-228-006	469
3120 White Eagle Drive	07-01-04-228-005	470
3116 White Eagle Drive	07-01-04-228-004	471
3112 White Eagle Drive	07-01-04-228-003	472
3108 White Eagle Drive	07-01-04-228-002	473
3104 White Eagle Drive	07-01-04-228-001	474
2108 Palmer Circle	07-01-04-228-007	475
2207 Arrowhead Drive	07-01-04-228-008	476
2211 Arrowhead Drive	07-01-04-228-009	477
2215 Arrowhead Drive	07-01-04-228-010	478
2219 Arrowhead Drive	07-01-04-228-011	479
2223 Arrowhead Drive	07-01-04-228-012	480
2252 Palmer Circle	07-01-04-229-006	481
2220 Arrowhead Drive	07-01-04-229-005	482
2216 Arrowhead Drive	07-01-04-229-004	483
2212 Arrowhead Drive	07-01-04-229-003	484
2208 Arrowhead Drive	07-01-04-229-002	485
2204 Arrowhead Drive	07-01-04-229-001	486
2208 Palmer Circle	07-01-04-229-007	487
2216 Palmer Circle	07-01-04-229-008	488
2220 Palmer Circle	07-01-04-229-009	489
2224 Palmer Circle	07-01-04-229-010	490
2228 Palmer Circle	07-01-04-229-011	491
2232 Palmer Circle	07-01-04-229-012	492

ADDRESS	PIN	LOT
2004 Palmer Drive	07-01-04-201-001	493
2008 Palmer Drive	07-01-04-201-002	494
2012 Palmer Drive	07-01-04-201-003	495
2016 Palmer Drive	07-01-04-201-004	496
2020 Palmer Drive	07-01-04-226-001	497
2024 Palmer Drive	07-01-04-226-002	498
2028 Palmer Drive	07-01-04-226-003	499
2030 Palmer Drive	07-01-04-226-004	500
3107 White Eagle Drive	07-01-04-226-008	501
2207 Sable Oaks Drive	07-01-04-226-007	502
2211 Sable Oaks Drive	07-01-04-226-006	503
2215 Sable Oaks Drive	07-01-04-226-005	504
2219 Sable Oaks Drive	07-01-04-201-007	505
2223 Sable Oaks Drive	07-01-04-201-006	506
2227 Sable Oaks Drive	07-01-04-201-005	507
2231 Sable Oaks Drive	07-01-04-201-008	508
2235 Sable Oaks Drive	07-01-04-201-009	509
2239 Sable Oaks Drive	07-01-04-201-010	510
2243 Sable Oaks Drive	07-01-04-201-011	511
2247 Sable Oaks Drive	07-01-04-201-012	512
2251 Sable Oaks Drive	07-01-04-201-013	513
2255 Sable Oaks Drive	07-01-04-201-014	514
2259 Sable Oaks Drive	07-01-04-201-015	515
2263 Sable Oaks Drive	07-01-04-201-016	516
2267 Sable Oaks Drive	07-01-04-201-017	517
2271 Sable Oaks Drive	07-01-04-201-018	518
2272 Sable Oaks Drive	07-01-04-201-019	519
2268 Sable Oaks Drive	07-01-04-201-023	520
3212 Treyburn Road	07-01-04-201-020	521
3208 Treyburn Road	07-01-04-201-021	522
3207 Treyburn Road	07-01-04-203-006	523
3211 Treyburn Road	07-01-04-203-005	524
2252 Sable Oaks Drive	07-01-04-203-004	525
2248 Sable Oaks Drive	07-01-04-203-001	526
3212 Plantation Court	07-01-04-203-002	527
3208 Plantation Court	07-01-04-203-003	528
3204 Plantation Court	07-01-04-227-010	529
3203 Plantation Court	07-01-04-227-006	530
3207 Plantation Court	07-01-04-227-005	531
3211 Plantation Court	07-01-04-202-004	532
3215 Plantation Court	07-01-04-202-003	533
2220 Sable Oaks Drive	07-01-04-202-001	534
2216 Sable Oaks Drive	07-01-04-202-002	535
2212 Sable Oaks Drive	07-01-04-227-001	536

ADDRESS	PIN	LOT
2208 Sable Oaks Drive	07-01-04-227-002	537
3111 White Eagle Drive	07-01-04-227-003	538
3115 White Eagle Drive	07-01-04-227-004	539
3119 White Eagle Drive	07-01-04-227-007	540
3123 White Eagle Drive	07-01-04-227-008	541
3127 White Eagle Drive	07-01-04-227-009	542
3131 White Eagle Drive	07-01-04-227-011	543
3135 White Eagle Drive	07-01-04-227-012	544
3139 White Eagle Drive	07-01-04-227-013	545
3143 White Eagle Drive	07-01-04-203-007	546
3203 White Eagle Drive	07-01-04-201-022	547
3207 White Eagle Drive	07-01-04-201-024	548
3211 White Eagle Drive	07-01-04-201-025	549
3215 White Eagle Drive	07-01-04-201-026	550
3219 White Eagle Drive	07-01-04-201-027	551
3303 White Eagle Drive	07-01-04-251-013	552
3307 White Eagle Drive	07-01-04-251-014	553
3311 White Eagle Drive	07-01-04-251-015	554
3315 White Eagle Drive	07-01-04-251-016	555
3319 White Eagle Drive	07-01-04-251-017	556
3323 White Eagle Drive	07-01-04-251-018	557
3327 White Eagle Drive	07-01-04-251-019	558
3331 White Eagle Drive	07-01-04-251-020	559
3335 White Eagle Drive	07-01-04-251-021	560
1603 Winberie Court	07-01-04-101-001	561
1607 Winberie Court	07-01-04-101-002	562
1612 Winberie Court	07-01-04-101-003	563
1608 Winberie Court	07-01-04-101-004	564
1604 Winberie Court	07-01-04-101-005	565
3339 White Eagle Drive	07-01-04-251-011	577
3343 White Eagle Drive	07-01-04-251-010	578
3347 White Eagle Drive	07-01-04-251-009	579
3351 White Eagle Drive	07-01-04-102-018	580
3355 White Eagle Drive	07-01-04-102-017	581
3359 White Eagle Drive	07-01-04-102-016	582
3363 White Eagle Drive	07-01-04-102-015	583
3367 White Eagle Drive	07-01-04-102-014	584
3403 White Eagle Drive	07-01-04-102-013	585
3407 White Eagle Drive	07-01-04-102-012	586
3411 White Eagle Drive	07-01-04-102-011	587
3415 White Eagle Drive	07-01-04-102-010	588
3419 White Eagle Drive	07-01-04-102-009	589
3423 White Eagle Drive	07-01-04-102-008	590
3427 White Eagle Drive	07-01-04-102-007	591

ADDRESS	PIN	LOT
3431 White Eagle Drive	07-01-04-102-006	592
3435 White Eagle Drive	07-01-04-102-005	593
3439 White Eagle Drive	07-01-04-102-004	594
3443 White Eagle Drive	07-01-04-102-003	595
3447 White Eagle Drive	07-01-04-102-002	596
3451 White Eagle Drive	07-01-04-102-001	597
3171 Treesdale Court	07-01-04-204-001	599
3167 Treesdale Court	07-01-04-252-001	600
3163 Treesdale Court	07-01-04-252-002	601
3159 Treesdale Court	07-01-04-276-001	602
3155 Treesdale Court	07-01-04-276-002	603
3147 Treesdale Court	07-01-04-276-003	604
3135 Treesdale Court	07-01-04-276-004	605
3131 Treesdale Court	07-01-04-276-005	606
3127 Treesdale Court	07-01-04-276-006	607
3123 Treesdale Court	07-01-04-276-007	608
3111 Treesdale Court	07-01-04-276-008	609
3107 Treesdale Court	07-01-04-276-009	610
3104 Treesdale Court	07-01-04-231-020	611
3108 Treesdale Court	07-01-04-231-021	612
3112 Treesdale Court	07-01-04-231-022	613
3116 Treesdale Court	07-01-04-277-010	614
3120 Treesdale Court	07-01-04-277-009	615
3124 Treesdale Court	07-01-04-277-008	616
3128 Treesdale Court	07-01-04-277-007	617
3132 Treesdale Court	07-01-04-277-006	618
3136 Treesdale Court	07-01-04-277-005	619
3140 Treesdale Court	07-01-04-277-004	620
3144 Treesdale Court	07-01-04-277-003	621
3148 Treesdale Court	07-01-04-277-002	622
3152 Treesdale Court	07-01-04-277-001	623
3156 Treesdale Court	07-01-04-253-005	624
3160 Treesdale Court	07-01-04-253-004	625
3164 Treesdale Court	07-01-04-253-003	626
3168 Treesdale Court	07-01-04-253-002	627
3216 White Eagle Drive	07-01-04-253-001	628
3348 White Eagle Drive	07-01-04-257-002	629
3352 White Eagle Drive	07-01-04-257-001	630
3356 White Eagle Drive	07-01-04-103-045	631
3360 White Eagle Drive	07-01-04-103-044	632
3364 White Eagle Drive	07-01-04-103-043	633
3368 White Eagle Drive	07-01-04-103-042	634
3372 White Eagle Drive	07-01-04-103-041	635
3404 White Eagle Drive	07-01-04-103-040	636

ADDRESS	PIN	LOT
3408 White Eagle Drive	07-01-04-103-039	637
3412 White Eagle Drive	07-01-04-103-038	638
3416 White Eagle Drive	07-01-04-103-037	639
3420 White Eagle Drive	07-01-04-103-036	640
3424 White Eagle Drive	07-01-04-103-035	641
3428 White Eagle Drive	07-01-04-103-034	642
3432 White Eagle Drive	07-01-04-103-033	643
3436 White Eagle Drive	07-01-04-103-032	644
3440 White Eagle Drive	07-01-04-103-031	645
3444 White Eagle Drive	07-01-04-103-030	646
3448 White Eagle Drive	07-01-04-103-029	647
3452 White Eagle Drive	07-01-04-103-028	648
3456 White Eagle Drive	07-01-04-103-027	649
3460 White Eagle Drive	07-01-04-103-026	650
3304 White Eagle Drive	07-01-04-254-001	651
3308 White Eagle Drive	07-01-04-254-002	652
2508 Saddlebrook Drive	07-01-04-254-003	653
2512 Saddlebrook Drive	07-01-04-254-004	654
2516 Saddlebrook Drive	07-01-04-254-005	655
2520 Saddlebrook Drive	07-01-04-254-006	656
2524 Saddlebrook Drive	07-01-04-254-007	657
2528 Saddlebrook Drive	07-01-04-254-008	658
2532 Saddlebrook Drive	07-01-04-254-009	659
3151 Aviara Court	07-01-04-254-010	660
3147 Aviara Court	07-01-04-278-001	661
3143 Aviara Court	07-01-04-278-002	662
3139 Aviara Court	07-01-04-278-003	663
3135 Aviara Court	07-01-04-278-004	664
3131 Aviara Court	07-01-04-278-005	665
3127 Aviara Court	07-01-04-278-006	666
3123 Aviara Court	07-01-04-278-007	667
3115 Aviara Court	07-01-04-278-008	668
3107 Aviara Court	07-01-04-278-009	669
3104 Aviara Court	07-01-04-278-010	670
3108 Aviara Court	07-01-04-278-011	671
3112 Aviara Court	07-01-04-278-012	672
3116 Aviara Court	07-01-04-278-013	673
3120 Aviara Court	07-01-04-278-021	674
3124 Aviara Court	07-01-04-278-020	675
3128 Aviara Court	07-01-04-278-019	676
3132 Aviara Court	07-01-04-278-018	677
3136 Aviara Court	07-01-04-278-017	678
3140 Aviara Court	07-01-04-278-016	679
3144 Aviara Court	07-01-04-278-015	680

ADDRESS	PIN	LOT
3148 Aviara Court	07-01-04-278-014	681
3152 Aviara Court	07-01-04-256-001	682
2604 Saddlebrook Drive	07-01-04-256-002	683
2608 Saddlebrook Drive	07-01-04-256-003	684
2616 Saddlebrook Drive	07-01-04-256-004	685
2615 Saddlebrook Drive	07-01-04-255-012	686
2611 Saddlebrook Drive	07-01-04-255-011	687
2607 Saddlebrook Drive	07-01-04-255-010	688
2603 Saddlebrook Drive	07-01-04-255-009	689
2535 Saddlebrook Drive	07-01-04-255-008	690
2531 Saddlebrook Drive	07-01-04-255-007	691
2527 Saddlebrook Drive	07-01-04-255-006	692
2519 Saddlebrook Drive	07-01-04-255-005	693
2515 Saddlebrook Drive	07-01-04-255-004	694
2511 Saddlebrook Drive	07-01-04-255-003	695
2507 Saddlebrook Drive	07-01-04-255-002	696
2503 Saddlebrook Drive	07-01-04-255-001	697
3324 White Eagle Drive	07-01-04-255-015	698
3328 White Eagle Drive	07-01-04-255-014	699
3332 White Eagle Drive	07-01-04-255-013	700
3336 White Eagle Drive	07-01-04-257-005	701
3340 White Eagle Drive	07-01-04-257-004	702
3344 White Eagle Drive	07-01-04-257-003	703
3419 Scottsdale Circle	07-01-04-257-006	704
3415 Scottsdale Circle	07-01-04-257-007	705
3411 Scottsdale Circle	07-01-04-257-008	706
3407 Scottsdale Circle	07-01-04-257-009	707
3403 Scottsdale Circle	07-01-04-257-010	708
2508 Deering Bay Drive	07-01-04-255-016	709
3319 Scottsdale Court	07-01-04-257-006	710
3303 Scottsdale Court	07-01-04-257-010	711
3304 Scottsdale Court	07-01-04-255-019	712
3308 Scottsdale Court	07-01-04-255-020	713
3312 Scottsdale Court	07-01-04-255-021	714
3316 Scottsdale Court	07-01-04-255-022	715
3320 Scottsdale Court	07-01-04-255-023	716
2604 Deering Bay Drive	07-01-04-255-024	717
2608 Deering Bay Drive	07-01-04-255-025	718
2612 Deering Bay Drive	07-01-04-255-026	719
2616 Deering Bay Drive	07-01-04-402-001	720
2624 Deering Bay Drive	07-01-04-402-002	721
2628 Deering Bay Drive	07-01-04-402-003	722
2635 Saddlebrook Drive	07-01-04-402-004	723
2631 Saddlebrook Drive	07-01-04-402-006	724

ADDRESS	PIN	LOT
2623 Saddlebrook Drive	07-01-04-402-005	725
2619 Saddlebrook Drive	07-01-04-255-027	726
2620 Saddlebrook Drive	07-01-04-256-005	727
2624 Saddlebrook Drive	07-01-04-403-001	728
2628 Saddlebrook Drive	07-01-04-403-002	729
2632 Saddlebrook Drive	07-01-04-403-003	730
2636 Saddlebrook Drive	07-01-04-403-004	731
2640 Saddlebrook Drive	07-01-04-403-005	732
2708 Deering Bay Drive	07-01-04-403-006	733
2712 Deering Bay Drive	07-01-04-403-007	734
2716 Deering Bay Drive	07-01-04-403-008	735
2720 Deering Bay Drive	07-01-04-403-009	736
2724 Deering Bay Drive	07-01-04-403-010	737
2804 Deering Bay Drive	07-01-04-403-011	738
2808 Deering Bay Drive	07-01-04-403-012	739
2812 Deering Bay Drive	07-01-04-403-013	740
2807 Deering Bay Drive	07-01-04-404-012	741
2803 Deering Bay Drive	07-01-04-404-011	742
2719 Deering Bay Drive	07-01-04-401-035	743
2715 Deering Bay Drive	07-01-04-401-020	744
2711 Deering Bay Drive	07-01-04-401-019	745
2707 Deering Bay Drive	07-01-04-401-018	746
2703 Deering Bay Drive	07-01-04-401-017	747
2631 Deering Bay Drive	07-01-04-401-016	748
2627 Deering Bay Drive	07-01-04-401-015	749
2623 Deering Bay Drive	07-01-04-401-014	750
2619 Deering Bay Drive	07-01-04-401-013	751
2615 Deering Bay Drive	07-01-04-410-012	752
2611 Deering Bay Drive	07-01-04-258-004	753
3408 Scottsdale Circle	07-01-04-258-003	754
3412 Scottsdale Circle	07-01-04-258-002	755
3416 Scottsdale Circle	07-01-04-258-001	756
2604 Evercrest Court	07-01-04-401-007	757
2608 Evercrest Court	07-01-04-401-008	758
2612 Evercrest Court	07-01-04-401-009	759
2616 Evercrest Court	07-01-04-401-010	760
2620 Evercrest Court	07-01-04-401-011	761
2624 Evercrest Court	07-01-04-401-006	762
2623 Evercrest Court	07-01-04-401-001	763
2619 Evercrest Court	07-01-04-401-004	764
2615 Evercrest Court	07-01-04-401-003	765
2611 Evercrest Court	07-01-04-401-002	766
2603 Evercrest Court	07-01-04-401-001	767
3507 Scottsdale Circle	07-01-04-103-049	805

ADDRESS	PIN	LOT
3503 Scottsdale Circle	07-01-04-257-011	806
3504 White Eagle Drive	07-01-04-103-025	807
3508 White Eagle Drive	07-01-04-103-024	808
3512 White Eagle Drive	07-01-04-103-023	809
3516 White Eagle Drive	07-01-04-103-022	810
3520 White Eagle Drive	07-01-04-103-015	811
3604 White Eagle Drive	07-01-04-103-020	812
3608 White Eagle Drive	07-01-04-103-019	813
3612 White Eagle Drive	07-01-04-103-018	814
3616 White Eagle Drive	07-01-04-103-016	815
3620 White Eagle Drive	07-01-04-103-015	816
3624 White Eagle Drive	07-01-04-103-014	817
3628 White Eagle Drive	07-01-04-103-013	818
3632 White Eagle Drive	07-01-04-103-012	819
3636 White Eagle Drive	07-01-04-103-011	820
3640 White Eagle Drive	07-01-04-103-010	821
3644 White Eagle Drive	07-01-04-103-009	822
3648 White Eagle Drive	07-01-04-103-008	823
3652 White Eagle Drive	07-01-04-103-007	824
3656 White Eagle Drive	07-01-04-103-006	825
3660 White Eagle Drive	07-01-04-103-005	826
3664 White Eagle Drive	07-01-04-103-004	827
3668 White Eagle Drive	07-01-04-103-003	828
3672 White Eagle Drive	07-01-04-103-002	829
2307 Fawn Lake Circle	07-01-04-104-012	830
2304 Fawn Lake Circle	07-01-04-105-001	831
3659 White Eagle Drive	07-01-04-105-002	832
3655 White Eagle Drive	07-01-04-105-003	833
3651 White Eagle Drive	07-01-04-105-004	834
3647 White Eagle Drive	07-01-04-105-005	835
3643 White Eagle Drive	07-01-04-105-006	836
3639 White Eagle Drive	07-01-04-105-007	837
3635 White Eagle Drive	07-01-04-105-008	838
3631 White Eagle Drive	07-01-04-105-009	839
3627 White Eagle Drive	07-01-04-105-010	840
2484 Fawn Lake Circle	07-01-04-105-011	841
2483 Fawn Lake Circle	07-01-04-102-019	842
3507 White Eagle Drive	07-01-04-102-020	843
2479 Fawn Lake Circle	07-01-04-102-021	844
2475 Fawn Lake Circle	07-01-04-102-022	845
2471 Fawn Lake Circle	07-01-04-102-023	846
2467 Fawn Lake Circle	07-01-04-102-024	847
2463 Fawn Lake Circle	07-01-04-102-025	848
2459 Fawn Lake Circle	07-01-04-102-026	849

ADDRESS	PIN	LOT
2455 Fawn Lake Circle	07-01-04-102-027	850
2451 Fawn Lake Circle	07-01-04-102-028	851
2447 Fawn Lake Circle	07-01-04-102-047	852
2443 Fawn Lake Circle	07-01-04-102-046	853
2439 Fawn Lake Circle	07-01-04-102-045	854
2435 Fawn Lake Circle	07-01-04-102-044	855
2431 Fawn Lake Circle	07-01-04-102-043	856
2427 Fawn Lake Circle	07-01-04-102-042	857
2423 Fawn Lake Circle	07-01-04-102-041	858
2419 Fawn Lake Circle	07-01-04-102-040	859
2415 Fawn Lake Circle	07-01-04-102-039	860
2411 Fawn Lake Circle	07-01-04-102-038	861
2407 Fawn Lake Circle	07-01-04-102-037	862
2403 Fawn Lake Circle	07-01-04-102-036	863
2371 Fawn Lake Circle	07-01-04-102-034	864
2367 Fawn Lake Circle	07-01-04-102-033	865
2363 Fawn Lake Circle	07-01-04-102-032	866
2359 Fawn Lake Circle	07-01-04-102-031	867
2355 Fawn Lake Circle	07-01-04-102-030	868
2351 Fawn Lake Circle	07-01-04-102-029	869
2347 Fawn Lake Circle	07-01-04-104-011	870
2343 Fawn Lake Circle	07-01-04-104-010	871
2339 Fawn Lake Circle	07-01-04-104-009	872
2335 Fawn Lake Circle	07-01-04-104-008	873
2331 Fawn Lake Circle	07-01-04-104-007	874
2327 Fawn Lake Circle	07-01-04-104-006	875
2323 Fawn Lake Circle	07-01-04-104-005	876
2319 Fawn Lake Circle	07-01-04-104-004	877
2315 Fawn Lake Circle	07-01-04-104-003	878
2311 Fawn Lake Circle	07-01-04-104-013	879
2308 Fawn Lake Circle	07-01-04-105-012	880
2312 Fawn Lake Circle	07-01-04-105-013	881
2316 Fawn Lake Circle	07-01-04-105-014	882
2320 Fawn Lake Circle	07-01-04-105-015	883
2324 Fawn Lake Circle	07-01-04-105-016	884
2328 Fawn Lake Circle	07-01-04-105-017	885
2332 Fawn Lake Circle	07-01-04-105-018	886
2336 Fawn Lake Circle	07-01-04-105-019	887
2340 Fawn Lake Circle	07-01-04-105-030	888
2352 Fawn Lake Circle	07-01-04-105-031	889
2356 Fawn Lake Circle	07-01-04-105-032	890
2360 Fawn Lake Circle	07-01-04-105-033	891
2364 Fawn Lake Circle	07-01-04-105-034	892
2368 Fawn Lake Circle	07-01-04-105-035	893

ADDRESS	PIN	LOT
2408 Fawn Lake Circle	07-01-04-105-036	894
2416 Fawn Lake Circle	07-01-04-105-037	895
2420 Fawn Lake Circle	07-01-04-105-038	896
2424 Fawn Lake Circle	07-01-04-105-039	897
2428 Fawn Lake Circle	07-01-04-105-040	898
2432 Fawn Lake Circle	07-01-04-105-041	899
2436 Fawn Lake Circle	07-01-04-105-042	900
2440 Fawn Lake Circle	07-01-04-105-043	901
2444 Fawn Lake Circle	07-01-04-105-044	902
2452 Fawn Lake Circle	07-01-04-105-029	903
2456 Fawn Lake Circle	07-01-04-105-028	904
2460 Fawn Lake Circle	07-01-04-105-027	905
2464 Fawn Lake Circle	07-01-04-105-026	906
2468 Fawn Lake Circle	07-01-04-105-025	907
2472 Fawn Lake Circle	07-01-04-105-024	908
2476 Fawn Lake Circle	07-01-04-105-023	909
2480 Fawn Lake Circle	07-01-04-105-022	910
3511 Scottsdale Circle	07-01-04-103-048	1001
3515 Scottsdale Circle	07-01-04-103-047	1002
3519 Scottsdale Circle	07-01-04-103-046	1003
3523 Scottsdale Circle	07-01-04-301-002	1004
3527 Scottsdale Circle	07-01-04-301-003	1005
3531 Scottsdale Circle	07-01-04-301-004	1006
3535 Scottsdale Circle	07-01-04-301-005	1007
3539 Scottsdale Circle	07-01-04-301-006	1008
3543 Scottsdale Circle	07-01-04-301-007	1009
3547 Scottsdale Circle	07-01-04-301-008	1010
3551 Scottsdale Circle	07-01-04-301-009	1011
3555 Scottsdale Circle	07-01-04-301-010	1012
3559 Scottsdale Circle	07-01-04-301-011	1013
3563 Scottsdale Circle	07-01-04-301-012	1014
3567 Scottsdale Circle	07-01-04-301-013	1015
3571 Scottsdale Circle	07-01-04-301-014	1016
3575 Scottsdale Circle	07-01-04-301-015	1017
3583 Scottsdale Circle	07-01-04-404-002	1018
3587 Scottsdale Circle	07-01-04-404-003	1019
3591 Scottsdale Circle	07-01-04-404-004	1020
3595 Scottsdale Circle	07-01-04-404-005	1021
3599 Scottsdale Circle	07-01-04-404-006	1022
3603 Scottsdale Circle	07-01-04-404-007	1023
3607 Scottsdale Circle	07-01-04-404-008	1024
3611 Scottsdale Circle	07-01-04-404-009	1025
3608 Scottsdale Circle	07-01-04-401-034	1026
3604 Scottsdale Circle	07-01-04-401-033	1027

ADDRESS	PIN	LOT
2712 Cotton Creek Court	07-01-04-401-032	1028
2708 Cotton Creek Court	07-01-04-401-031	1029
2704 Cotton Creek Court	07-01-04-401-030	1030
2703 Cotton Creek Court	07-01-04-401-029	1031
2707 Cotton Creek Court	07-01-04-401-028	1032
2711 Cotton Creek Court	07-01-04-401-027	1033
2715 Cotton Creek Court	07-01-04-401-026	1034
3592 Scottsdale Circle	07-01-04-401-025	1035
3588 Scottsdale Circle	07-01-04-401-024	1036
3584 Scottsdale Circle	07-01-04-401-023	1037
3580 Scottsdale Circle	07-01-04-401-022	1038
3576 Scottsdale Circle	07-01-04-401-021	1039
3572 Scottsdale Circle	07-01-04-302-008	1040
3552 Scottsdale Circle	07-01-04-302-007	1041
3548 Scottsdale Circle	07-01-04-302-006	1042
3544 Scottsdale Circle	07-01-04-302-005	1043
3540 Scottsdale Circle	07-01-04-301-006	1044
3536 Scottsdale Circle	07-01-04-302-003	1045
3532 Scottsdale Circle	07-01-04-302-002	1046
3528 Scottsdale Circle	07-01-04-302-001	1047

Lots 1-14 of The Club Homes of White Eagle have the following addresses.
Individual PINs have not been assigned

3304 Club Court	07-01-04-200-21	
3307 Club Court	07-01-04-200-21	
3308 Club Court	07-01-04-200-21	
3311 Club Court	07-01-04-200-21	
3312 Club Court	07-01-04-200-21	
3315 Club Court	07-01-04-200-21	
3316 Club Court	07-01-04-200-21	
3319 Club Court	07-01-04-200-21	
3320 Club Court	07-01-04-200-21	
3323 Club Court	07-01-04-200-21	
3324 Club Court	07-01-04-200-21	
3327 Club Court	07-01-04-200-21	6
3328 Club Court	07-01-04-200-21	
3332 Club Court	07-01-04-200-21	7