



December 13, 1995

Dear Homeowner:

Please find enclosed a copy of a Resolution enacted by the Board of Directors of the Fairway Ridge Umbrella Association on December 11, 1995.

The Board has agreed to adopt the Forcible Entry and Detainer Act in an effort to collect assessments in the most efficient manner possible. The Association's attorney advised the Board that the Forcible procedure is a standard collection tool utilized by most associations as leverage to minimize a high delinquency rate. The procedure essentially allows the Association to obtain a possession order, when it sues an individual unit owner for delinquent assessments. This possession order could lead to the eventual eviction of a unit owner from his or her unit. What this means is that the association can then rent the unit for up to 13 months to recoup unpaid assessments. During this process the homeowner retains title to their home, although not in residence, until such time that the assessments are again current.

The Board of Directors will address any and all comments at the next Board meeting scheduled January 8th at 7:00 P.M.

Very truly yours,

BOARD OF DIRECTORS
FAIRWAY RIDGE UMBRELLA ASSOCIATION

FAIRWAY RIDGE HOMEOWNERS ASSOCIATION

ANNUAL MEETING

NOVEMBER 14, 1995

PRESENT: Jerry Conrad from Cambridge Homes, Mark Friedman, owner of Vanguard Management Corporation and Linda Kurtz, property manager, representative of Vanguard Management Corporation.

The meeting was called to order at 7:35 p.m., by the interim president, noting that a quorum of the homeowners was present.

Mr. Conrad explained in detail the turnover process from the developer, Cambridge Homes Inc., to the homeowners. Also, he explained how terms were determined for the new board members resulting from the election process.

Mr. Conrad expressed a concern to the homeowners in that there were two candidates that had pending court hearings due to architectural violations. Mr. Conrad requested a show of hands of those who were opposed and those who were in favor to having these candidates run for office. The show of hands was equal. Mr. Conrad decided to allow the candidates to remain on the ballot. However, Mr. Conrad also requested that the candidates should indicate that they are in violation when giving their presentation to the homeowners.

Several homeowners were opposed to the unofficial voting method used regarding this issue. The main concern was that more than one person per unit could have voted giving an inaccurate indication of what the homeowners really wanted.

ELECTION:

Mr. Friedman asked if there were any nominations from the floor. There were none. Each candidate in attendance was called to give a three (3) minute presentation prior to the homeowners casting their vote. After the presentations, Mr. Friedman explained that each homeowner was allowed up to five votes per unit. Cumulative voting was permitted per the By-laws, and Mr. Friedman gave several examples of how cumulative voting works.

ELECTION RESULTS:

The following candidates were elected by the homeowners:

Yvonne Bartz	2 year term.
David Lowy	2 year term.
Jack Phillips	1 year term.
Dave Jurgensen	1 year term.
Bill Fleischman	1 year term.

Officer positions will be elected at the Board Meeting scheduled for December 11th at 7:00 p.m. at the clubhouse.

ADJOURNMENT:

There being no further business, the meeting was adjourned at 9:20 p.m.

The Law Offices of
KNUCKLES & JAGEL
48 E. JEFFERSON ST.
NAPERVILLE, ILLINOIS 60540
(708) 369-2700
FAX (708) 369-9279

Jeffrey J. Knuckles
Peter H. Jagel
Dennis R. Ainger
Elizabeth D. Krupp

April 6, 1995

39 S. LaSalle, Suite 312
Chicago, Illinois 60603
(312) 759-2700
Fax (312) 759-2102

Ms. Linda Kurtz
Vanguard Property Management
1251 Plum Grove Road
Suite 140
Schaumburg, IL 60173

Re: **Fairway Ridge Umbrella Association**

Dear Ms. Kurtz:

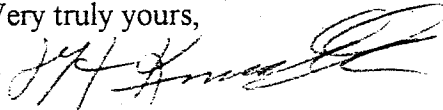
Enclosed please find a Resolution to Accept the Benefits and be Bound by the Obligations of Article IX of the Illinois Code of Civil Procedure, a Certificate for the Resolution, and a Notice to unit owners, that our office has prepared for the above referenced Association.

Once the Board has adopted the Resolution, it should send each unit owner a copy of the enclosed notice along with a copy of the Resolution. When the copies have been sent to the owners, the Secretary can complete the certificate, and the process will be complete.

The original Resolution and Certificate should be kept with the Association records. Please forward a copy of the executed documents so that we will have them for our files.

If you have any questions or concerns regarding the documents or procedures, please feel free to contact our office.

Very truly yours,



JEFFRY J. KNUCKLES

JJK/jeb
Encl.
J:4-4-95.WPS

FAIRWAY RIDGE UMBRELLA ASSOCIATION

**RESOLUTION TO ACCEPT THE BENEFITS AND BE BOUND
BY THE OBLIGATIONS OF ARTICLE IX OF THE
ILLINOIS CODE OF CIVIL PROCEDURE**

WHEREAS, this organization is a not-for-profit corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the affairs of this corporation are managed by its Board of Directors; and

WHEREAS, this corporation and its Board of Directors are responsible for managing certain real estate in the County of Lake, State of Illinois, which real property is subject to the provisions of the Umbrella Declaration for Fairway Ridge Homeowner's Association, which was recorded in the Office of the Recorder of Deeds of Lake County, Illinois on August 2, 1990, as Document No. R29-30890 (hereinafter "Declaration") as amended; and

WHEREAS, the Declaration establishes a common interest community which requires the owner to pay regular or special assessments for the maintenance or repair of common areas owned in common by all of the Owners of the common interest community or by the community Association itself; and

WHEREAS, this Association, from time to time, is obligated under the Declaration to take legal action against its Unit Owner members to collect the amounts of unpaid regular or special assessments or other charges lawfully assessed by the Association; and

WHEREAS, Article IX of the Illinois Code of Civil Procedure provides a legal mechanism for this Association to collect such assessments or charges by means of the procedure known as an Action in Forcible Entry and Detainer; and

WHEREAS, the Board of Directors of this Association has determined to obtain the benefits and be bound by the obligations contained in Article IX of the Illinois Code of Civil Procedure;

NOW, THEREFORE, in furtherance of the above stated determinations, objectives and goals, this Association, through its Board of Directors, resolves as follows:

1. This Association shall be bound by the requirements of Section 9-102 of the Illinois Code of Civil Procedure. Specifically, it is the policy of this Board and this Association that all Unit Owners shall be and are authorized to attend meetings of this Board in the same manner as provided for condominiums under the Illinois Condominium Property Act. In furtherance of this policy, the following procedures shall be applicable:

(A) Meetings of the Board of this Association shall be open to any Unit Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of this Association has been filed and is pending in a court or administrative tribunal, or when the Board of this Association finds that such an action is probable and imminent, (ii) to discuss violations of rules/regulations of the Association or a Unit Owner's unpaid share of assessments or other lawful charges of this Association.

(B) Any vote on matters discussed in closed sessions of the Board shall be taken at a meeting or portion thereof which is open to Unit Owners.

(C) Any Unit Owner may record the proceedings of any portion of a Board meeting which is open for Unit Owner attendance by use of tape, film, or other means; provided, however, that the Board may prescribe reasonable rules and regulations to govern the right to make such recordings.

(D) Notice of all Board meetings shall be mailed or delivered to Board members at least 48 hours prior thereto, unless a written waiver of such notice is signed by the Board member entitled to such notice before the meeting is convened.

(E) Copies of notices of Board meetings shall be posted in entranceways, elevators, or other conspicuous places in the Association at least 48 hours prior to any Board meeting; provided, however, that where there is no common entranceway for seven or more units, the Board designates one or more locations in the proximity of the units where notices of the meetings shall be posted.

(F) Each Unit Owner shall receive notice of any Board meeting concerning the adoption of the Association's annual budget or any increase or establishment of an assessment. Such notice shall be mailed or delivered to members of this Association no less than ten (10) and no more than thirty (30) days in advance of such meeting stating the time, place and purpose of the Board meeting.

(G) Any subsequent amendments to the Illinois Condominium Property Act which affect the rights of Unit Owners to attend meetings shall also be applicable to this Association in the same manner as they are applicable to condominium associations in this State.

2. Notice of this Resolution shall be delivered or mailed to each Unit Owner.

3. The Board is hereby entitled to use, and shall direct its attorneys to use, actions in forcible entry and detainer in order to collect the assessments and lawful charges of this Association, which actions shall entitle the Board to evict any Unit Owner and to take possession of his or her Unit upon a finding by a court of competent jurisdiction that they have failed to pay the assessments or other lawful charges of this Association.

4. The Secretary of this Association is authorized to prepare any certified copies of this Resolution which may be brought under the authority of this Resolution.

Adopted by the Board of Directors of the Fairway Ridge Umbrella Association at a meeting held on _____, 1995, at _____, Illinois.

Respectfully Submitted,

Secretary
FAIRWAY RIDGE UMBRELLA
ASSOCIATION

CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of Fairway Ridge Umbrella Association ("Association"), an Illinois not-for-profit corporation; and that the attached is a true, correct and accurate copy of the Resolution of the Board of Directors adopting and applying Article IX of the Illinois Code of Civil Procedure regarding the use of the Forcible Entry and Detainer cause of action, effective as of the date of this Certificate.

I further certify that the attached Resolution was mailed in the ordinary course of business to all of the owners of the Association on the _____ day of _____, 1995, with proper postage prepaid and that the original of this Certificate, with a copy of the mailed Resolution are made a part of the minutes, and kept in the records of the Association.

IN WITNESS WHEREOF, I have hereunto set my hand and affix the corporate seal this _____ day of _____, 199__.

FAIRWAY RIDGE UMBRELLA
ASSOCIATION

Secretary

(Corporate Seal)

EXHIBIT A TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

The Development Area

Parcel 1: Lots 501 through 726 inclusive, outlots A, B, C, D and E of Fairway Ridge being a subdivision of part of Section 25, Township 45 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois.

Parcel 2: THAT PART OF THE SOUTH 1/2 OF SECTION 28, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 33, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 28 AFORESAID 299.67 FEET SOUTH 00 DEGREES 00 MINUTES 21 SECONDS WEST OF THE NORTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 28; THENCE SOUTH 89 DEGREES 34 MINUTES 07 SECONDS EAST PARALLEL WITH THE NORTH LINE OF THE SAID SOUTH WEST 1/4, 1511.57 FEET TO A WEST LINE OF HEATHERRIDGE CENTRAL RECREATIONAL FACILITY AS PER DOCUMENT 1907731; THE FOLLOWING 8 COURSES ARE ALONG THE WESTERLY AND SOUTHERLY BOUNDARIES OF SAID HEATHERRIDGE CENTRAL RECREATIONAL FACILITY: (1) SOUTH 16 DEGREES 47 MINUTES 22 SECONDS WEST, 175.85 FEET; THENCE (2) SOUTH 44 DEGREES 38 MINUTES 55 SECONDS WEST, 345.78 FEET; THENCE (3) NORTH 36 DEGREES 30 MINUTES 56 SECONDS WEST, 258.80 FEET; THENCE (4) NORTH 82 DEGREES 02 MINUTES 18 SECONDS WEST, 433.18 FEET; THENCE (5) SOUTH 29 DEGREES 44 MINUTES 42 SECONDS WEST, 330.55 FEET; THENCE (6) SOUTH 30 DEGREES 43 MINUTES 14 SECONDS EAST, 444.36 FEET; THENCE (7) SOUTH 81 DEGREES 52 MINUTES 56 SECONDS EAST, 658.60 FEET; THENCE (8) SOUTH 64 DEGREES 44 MINUTES 25 SECONDS EAST, 122.21 FEET TO THE MOST NORTHERLY CORNER OF HEATHERRIDGE PART OF NEIGHBORHOOD NO. 3, PHASE 4, AS PER DOCUMENT 1977220; THENCE SOUTH 43 DEGREES 46 MINUTES 38 SECONDS WEST ALONG A NORTHWESTERLY LINE THEREOF, 310.14 FEET; THENCE SOUTH 28 DEGREES 51 MINUTES 01 SECONDS EAST ALONG A SOUTHWESTERLY LINE THEREOF, 190.66 FEET; THENCE SOUTH 29 DEGREES 21 MINUTES 48 SECONDS EAST, 260.01 FEET TO A CORNER OF HEATHERRIDGE PART OF NEIGHBORHOOD NO. 3, PHASE 8, AS PER DOCUMENT 2056528; THE FOLLOWING 5 COURSES ARE ALONG THE NORTHERLY BOUNDARIES OF HEATHERRIDGE PART OF NEIGHBORHOOD NO. 3, PHASE 8: (1) SOUTH 59 DEGREES 59 MINUTES 12 SECONDS WEST, 223.45 FEET; THENCE (2) SOUTH 33 DEGREES 42 MINUTES 35 SECONDS EAST, 85.0 FEET; THENCE (3) SOUTH 50 DEGREES 00 SECONDS 00 MINUTES WEST, 220 FEET; THENCE (4) NORTH 39 DEGREES 45 MINUTES 11 SECONDS WEST, 375.14 FEET; THENCE (5) SOUTH 18 DEGREES 16 MINUTES 12 SECONDS WEST, 424.94 FEET TO THE NORTHEASTERLY LINE OF LEONARD DRIVE AS PER DOCUMENT 2119522; THENCE NORTH 55 DEGREES 15 MINUTES 00 SECONDS WEST, 314.22 FEET TO THE WESTERLY LINE OF LEONARD DRIVE AFORESAID; THENCE SOUTH 34 DEGREES 45 MINUTES 00 SECONDS WEST

ALONG SAID WESTERLY LINE, 80.0 FEET TO THE SOUTHWESTERLY LINE THEREOF;
THENCE SOUTH 55 DEGREES 15 MINUTES 00 SECONDS EAST ALONG SAID
SOUTHWESTERLY LINE, 47.19 FEET TO A CORNER OF HEATHERRIDGE PART OF
NEIGHBORHOOD NO. 4, PHASE 2 AS PER DOCUMENT 2119523; THENCE SOUTH 34
DEGREES 45 MINUTES 00 SECONDS WEST ALONG THE NORTHWESTERLY LINE
THEREOF, 205.0 FEET TO ANOTHER CORNER OF HEATHERRIDGE PART OF
NEIGHBORHOOD NO. 4, PHASE 2; THENCE SOUTH 26 DEGREES 11 MINUTES 41
SECONDS EAST ALONG A SOUTHWESTERLY LINE THEREOF, 154.44 FEET TO THE
NORTHWESTERLY LINE OF HEATHERRIDGE NEIGHBORHOOD NO. 4, PHASE 1 AS PER
DOCUMENT 2101424; THENCE SOUTH 34 DEGREES 45 MINUTES 00 SECONDS WEST
ALONG SAID NORTHWESTERLY LINE, 70.0 FEET TO A CORNER THEREOF; THENCE
SOUTH 00 DEGREES 00 MINUTES 17 SECONDS WEST ALONG A WEST LINE THEREOF,
25.65 FEET TO THE NORTHERLY LINE OF BELVIDERE ROAD BY PROCEEDINGS HAD
IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS, AS GENERAL NO. 15148 ON
JUDGEMENT OF TAKING ENTERED AUGUST 25, 1959; THENCE SOUTH 79 DEGREES 37
MINUTES 22 SECONDS WEST ALONG SAID NORTHERLY LINE, 430.94 FEET TO THE
WEST LINE OF THE NORTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 33
AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 21 SECONDS EAST ALONG
SAID WEST LINE, 71.47 FEET TO THE NORTH WEST CORNER OF SAID NORTH EAST
1/4 OF THE NORTH WEST 1/4; THENCE NORTH 00 DEGREES 00 MINUTES 21
SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH WEST 1/4
OF SECTION 28, AFORESAID, 2348.28 FEET TO THE POINT OF BEGINNING.

Parcel 3: An area described as follows: All the property lying westerly of Parcels 1 and 2, northerly of the road commonly known as Illinois Route 120, easterly of the road commonly known as Hunt Club Road, and southerly of the road commonly known as Gages Lake Road.

FIFTH AMENDED AND RESTATED EXHIBIT B
TO THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

The Premises

I. The Premises

- A. Lots 501 through 589, both inclusive, and Outlots B and C in Fairway Ridge being a Subdivision of part of Section 25, Township 45 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Unit One Subdivision").
- B. Lots 590 through 726, both inclusive, in Fairway Ridge Unit One Subdivision.
- C. Lots 628 through 632, both inclusive, in Fairway Ridge Resubdivision, being a Resubdivision of Lots 628 through 632 in Fairway Ridge Unit One Subdivision.
- D. Lots 1 through 22, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two, being a Subdivision of part of Section 28, Township 45 North Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Unit Two Subdivision").
- E. Lots 42 through 115, both inclusive, in Fairway Ridge Unit Three, being a Subdivision of part of Section 28, Township 45 North Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Unit Three Subdivision").
- F. Lots 116 through 161, both inclusive, in Fairway Ridge Unit 4, being a Subdivision of part of the southwest quarter of Section 28 and part of the northwest quarter of Section 33, both in Township 45 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois ("Fairway Ridge Unit 4 Subdivision"); Outlots A, D and E in Fairway Ridge Unit One Subdivision; and Outlots A and B in Fairway Ridge Unit Two Subdivision.

II. Dwelling Units

- A. Lots 501 through 589, both inclusive, in Fairway Ridge Unit One Subdivision.
- B. Lots 590 through 726, both inclusive, in Fairway Ridge Unit One Subdivision.
- C. Lots 628 through 632, both inclusive, in Fairway Ridge Resubdivision.

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- D. Lots 1 through 21, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two Subdivision.
- E. Lots 42 through 115, both inclusive, in Fairway Ridge Unit Three Subdivision.
- F. Lots 116 through 161, both inclusive, in Fairway Ridge Unit 4 Subdivision.

III. Community Area

- A. Outlots A, B, D and E in Fairway Ridge Unit One Subdivision.
- B. Lot 22 and Outlots A and B in Fairway Ridge Unit Two Subdivision.

IV. Limited Community Area

None.

V. Neighborhoods, Neighborhood Facilities and Neighborhood Wide Services

A. Neighborhood No. 1

- 1. Lots 501 through 726, both inclusive, and Outlot C in Fairway Ridge Unit One Subdivision.
- 2. Lots 628 through 632 in Fairway Ridge Resubdivision.
- 3. Lots 1 through 21, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two Subdivision.
- 4. Lots 42 through 115, both inclusive, in Fairway Ridge Unit Three Subdivision.
- 5. Lots 116 through 161, both inclusive, in Fairway Ridge Unit 4 Subdivision.

B. Neighborhood Facility for Neighborhood No. 1

Outlot C in Fairway Ridge Unit One Subdivision

C. Neighborhood Wide Services for Neighborhood No. 1

None

VI. Privacy Areas

None

PIN For Added Premises: The Added Premises are part of the property identified by PIN Nos.

07-28-300-032, 07-28-300-033,
07-28-400-033

Address of Property: County Highway 34 and Leonard Drive
Gurnee, Illinois

0016.066

3595504

8

EXHIBIT A

CAMBRIDGE PROPERTY

Legal Description of Property North of Area Division Line:

That part of Section 28, Township 45 North, Range 11, East of the Third Principal Meridian, described as follows: beginning at the intersection of the West line of the Southeast Quarter of the Northwest Quarter of Section 28 aforesaid with the South line of the North 40.0 feet of the Southeast Quarter of the Northwest Quarter aforesaid; Thence South 00° 01' 53" East along said West line 1259.41 feet to the Southwest corner of the Southeast Quarter of the Northwest Quarter aforesaid; Thence South 00° 00' 21" West along the West line of the East Half of the Southwest Quarter of Section 28 aforesaid 299.67 feet; Thence South 89° 34' 07" East parallel with the North line of said Southwest Quarter 1511.57 feet to a West line of Heatherridge Central Recreational Facility as per document #1907731, the following 10 courses are along the Westerly and Northerly boundaries of said Heatherridge Central Recreation Facility: Thence North 16° 47' 22" East 738.11 feet; Thence North 75° 10' 17" West 789.29 feet; Thence North 35° 39' 34" West 418.49 feet; Thence North 00° 00' 00" East 157.0 feet; Thence North 87° 47' 15" East 390.0 feet; Thence South 52° 00' 00" East 190.0 feet; Thence North 90° 00' 00" East 200.0 feet; Thence North 19° 08' 18" East 140.0 feet; Thence North 87° 47' 16" East 94.74 feet; Thence South 53° 06' 07" East 578.18 feet to the West line of Heatherridge Swimming Pool as per document #1907732; Thence North 08° 49' 59" East along the said West line 107.03 feet to the Southwest corner of Heatherridge part of Neighborhood #1, Phase 6, as per document #1817667; Thence North 00° 02' 15" West along the West line thereof 373.14 feet to the South line of the North 40.0 feet of the Southwest Quarter of the Northeast Quarter of Section 28 aforesaid; Thence North 88° 53' 02" West along the last described line 750.34 feet to the West line of the Southwest Quarter of the Northeast Quarter aforesaid; Thence North 89° 33' 01" West along the South line of the North 40.0 feet of the Southeast Quarter of the Northwest Quarter of Section 28 aforesaid for a distance of 1326.34 feet to the point of beginning, in Lake County, Illinois.

Legal Description for Property South of Area Division Line:

That part of the South Half of Section 28, Township 45 North, Range 11, East of the Third Principal Meridian, and part of the Northeast Quarter of the Northwest Quarter of Section 33, Township 45 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at a point on the West line of the East Half of the Southwest Quarter of Section 28 aforesaid 299.67 feet South 02° 00' 21" West of the Northwest corner of the East Half of the Southwest Quarter of Section 28; Thence South 89° 34' 07" East parallel with the North line of the said Southwest Quarter 1311.57 feet to a West line of Heatheridge Central Recreational Facility as per document #1907731; The following 8 courses are along the Westerly and Southerly boundaries of said Heatheridge Central Recreational Facility: Thence South 16° 47' 22" West 175.65 feet; Thence South 44° 38' 55" West 345.78 feet; Thence North 36° 30' 56" West 252.20 feet; Thence North 02° 02' 18" West 433.18 feet; Thence South 29° 44' 42" West 330.55 feet; Thence South 30° 43' 14" East 446.36 feet; Thence South 01° 52' 56" East 658.60 feet; Thence South 64° 44' 25" East 122.21 feet to the most Northerly corner of Heatheridge Part of Neighborhood #3, Phase 4, as per document #1977220; Thence South 43° 46' 38" West along a Northwesternly line thereof 110.14 feet; Thence South 28° 51' 01" East along a Southwesterly line thereof 190.66 feet; Thence South 29° 21' 48" East 160.01 feet to a corner of Heatheridge Part of Neighborhood #3, Phase 3, as per document #1955133; The following 5 courses are along the Northerly boundaries of Heatheridge part of Neighborhood #3, Phase 3: Thence South 59° 59' 12" West 223.45 feet; Thence South 33° 42' 35" East 85.0 feet; Thence South 50° 00' 00" West 220.0 feet; Thence North 39° 45' 11" West 375.14 feet; Thence South 18° 16' 12" West 424.94 feet to the Northeastly line of Leonard Drive as per document #2119522; Thence North 55° 15' 00" West 314.22 feet to the Westerly line of Leonard Drive aforesaid; Thence South 34° 45' 00" West along said Westerly line 80.0 feet to the Southwesterly line thereof; Thence South 55° 15' 00" East along said Southwesterly line 47.19 feet to a corner of Heatheridge Part of Neighborhood #4, Phase 2 as per document #2119523; Thence South 34° 45' 00" West along the Northwesternly line thereof 205.0 feet to another corner of Heatheridge Part of Neighborhood #4, Phase 2; Thence South 26° 11' 41" East along a Southwesterly line thereof 154.44 feet to the Northwesternly line of Heatheridge Neighborhood #4, Phase 1 as per document #2101424; Thence South 34° 45' 00" West along said Northwesternly line 70.0 feet to a corner thereof; Thence South 00° 00' 17" West along a West line thereof 35.65 feet to the Northerly line of Belvidera Road by proceedings had in the Circuit Court of Lake County, Illinois, as General #15148 on Judgement of taking entered August 25, 1959; Thence South 79° 37' 22" West along said Northerly line 430.94 feet to the West line of the Northeast Quarter of the Northwest Quarter of Section 33 aforesaid; Thence North 00° 00' 21" East along said West line 71.47 feet to the Northwest corner of said Northeast Quarter of the Northwest Quarter; Thence North 00° 00' 21" East along the West line of the East Half of the Southwest Quarter of Section 28 aforesaid 2348.28 feet to the point of beginning (except from the above described property that part thereof described as follows: commencing at the most

Westerly corner of Heatherridge Neighborhood Number 3, Phase 4, recorded as document 1977220; Thence South 28° 51' 01" East a distance of 190.66 feet; Thence South 29° 21' 48" East a distance of 260.01 feet; Thence South 59° 59' 12" West a distance of 154.95 feet to the point of beginning; Thence continue South 59° 59' 12" West 51.0 feet; Thence North 30° 00' 48" West 22.50 feet; Thence North 59° 59' 12" East 42.0 feet; Thence South 30° 00' 48" East 19.75 feet; Thence North 59° 59' 12" East 9.0 feet; Thence South 30° 00' 48" East 2.75 feet to the point of beginning, and except that part thereof described as follows: commencing at the most Westerly corner of Heatherridge Neighborhood Number 3, Phase 4, recorded as document 1977220; Thence South 28° 51' 01" East a distance of 190.66 feet; Thence South 29° 21' 48" East a distance of 260.01 feet; Thence South 59° 59' 12" West a distance of 223.45 feet to the point of beginning; Thence South 33° 42' 35" East 85.0 feet; Thence South 50° 00' 00" West 71.0 feet; Thence North 03° 58' 41" East 108.10 feet; Thence North 59° 59' 12" East 17.0 feet to the point of beginning, and except that part thereof described as follows: commencing at the most Westerly corner of Heatherridge Neighborhood Number 3, Phase 4, recorded as document 1977220; Thence South 28° 51' 01" East a distance of 190.66 feet; Thence South 29° 21' 48" East a distance of 260.01 feet; Thence South 59° 59' 12" West a distance of 223.45 feet; Thence South 33° 42' 35" East a distance of 85.00 feet; Thence South 50° 00' 00" West a distance of 113.0 feet to the point of beginning; Thence continue South 50° 00' 00" West 80.25 feet; Thence North 40° 00' 00" West 11.50 feet; Thence North 50° 00' 00" East 80.25 feet; Thence South 40° 00' 00" East 11.50 feet to the point of beginning, and except that part thereof described as follows: commencing at the most Westerly corner of Heatherridge Neighborhood Number 3, Phase 4, recorded as document 1977220; Thence South 28° 51' 01" East a distance of 190.66 feet; Thence South 29° 21' 48" East a distance of 260.01 feet; Thence South 59° 59' 12" West a distance of 223.45 feet; Thence South 33° 42' 35" East a distance of 85.00 feet; Thence South 50° 00' 00" West a distance of 220.0 feet; Thence North 39° 45' 11" West a distance of 125.50 feet to the point of beginning; Thence continue North 39° 45' 11" West 15.50 feet; Thence North 50° 14' 49" East 4.50 feet; Thence South 39° 45' 11" East 15.50 feet; Thence South 50° 14' 49" West 4.50 feet to the point of beginning), in Lake County, Illinois.

East a distance of 157.00 feet; thence North 87°47'15" East a distance of 390.00 feet; thence South 52°00'00" East a distance of 190.00 feet; thence North 90°00'00" East a distance of 200.00 feet; thence North 19°08'17" East a distance of 140.00 feet; thence North 87°47'15" East a distance of 94.74 feet; thence South 53°17'00" East a distance of 578.33 feet; thence South 8°49'02" West a distance of 63.67 feet; thence South 44°04'38" East a distance of 138.24 feet; thence South 0°00'00" East a distance of 100.00 feet; thence South 18°43'02" West a distance of 218.14 feet; thence South 0°00'00" West a distance of 353.40 feet; thence North 90°00'00" West a distance of 60.00 feet; thence South 30°00'03" West a distance of 180.00 feet; thence South 0°00'00" West a distance of 264.12 feet; to the Place of Beginning and containing 71.701 acres, more or less, and subject to a 15 foot wide sanitary sewer easement granted to Gages Lake Sanitary District and recorded under Document No. 1308317 on June 27, 1966 and also subject to another 15 foot wide perpetual easement, granted by TransUnion Land Development Company to the County of Lake on November 5, 1974, for the purpose of ingress and egress for the installation and maintenance of utility lines, lying adjacent to (contiguous) and northerly of the first above described easement.

EXHIBIT B TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

The Premises

- I. The Premises
- A. Lots 501 through 589, both inclusive, and Outlots B and C in Fairway Ridge being a Subdivision of part of Section 25, Township 45 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Subdivision").
- II. Dwelling Units
- A. Lots 501 through 589, both inclusive in Fairway Ridge Subdivision.
- III. Community Area
- A. Outlot B in Fairway Ridge Subdivision.
- IV. Limited Community Area
- None.
- V. Neighborhoods, Neighborhood Facilities and Neighborhood Wide Services
- A. Neighborhood No. 1
- Lots 501 through 589, both inclusive, and Outlot C in Fairway Ridge Subdivision
1. Neighborhood Facility for Neighborhood No. 1
Outlot C in Fairway Ridge Subdivision
2. Neighborhood Wide Services for Neighborhood No. 1
- None
- VI. Privacy Areas
- None

PIN: 07-28-400-033
07-28-100-008
07-28-400-025
07-28-300-025

07-33-100-003
07-28-300-024
07-28-200-027
07-31-100-003

Address of Property: County Highway 34 and Leonard Drive
Gurnee, Illinois

EXHIBIT B

Legal Description

A tract of land being in that part of the Southeast Quarter of the Northwest Quarter, the Northeast Quarter of the Southwest Quarter, the Southwest Quarter of the Northeast Quarter, and the Southeast Quarter of Section 28 in Township 45 North, Range 11 East of the Third Principal Meridian, within the corporate limits of the Village of Gurnee, Lake County, Illinois, and being more particularly described as follows:

Beginning at the Southwest corner of "HeatherRidge, Part of Neighborhood No. 1, Phase 2" (Document No. 1744625); thence South 0°00'00" West a distance of 360.00 feet; thence South 90°00'00" East a distance of 350.00 feet; thence North 0°00'00" East a distance of 340.00 feet; thence North 90°00'00" East a distance of 126.32 feet to the West Right-of-Way line of Manchester Drive (Document No. 1714901); thence Southeasterly along said R.O.W. line, on a curve to the left, an arc distance of 220.51 feet, said curve having a chord bearing South 60°16'31" East and a length of 211.79 feet; thence continuing along said R.O.W. line South 88°21'06" East a distance of 161.00 feet; thence leaving the R.O.W. line of Manchester Drive, South 0°00'00" East a distance of 293.00 feet; thence South 24°00'00" East a distance of 238.00 feet; thence South 80°45'14" East a distance of 307.90 feet to the West R.O.W. line of Manchester Drive (Document No. 1714902); thence southerly along said R.O.W. line South 8°51'06" East a distance of 90.10 feet; thence leaving the R.O.W. line of Manchester Drive and following the R.O.W. line of Leonard Drive (Document No. 1773042) South 9°08'40" West, a distance of 93.67 feet; thence along a curve to the right an arc distance of 268.58 feet, said curve having a chord bearing South 25°39'40" West and a length of 264.88 feet; thence South 42°10'39" West a distance of 249.69 feet; thence along a curve to the right, an arc distance of 65.14 feet; said curve having a chord bearing South 49°11'50" West and a length of 64.98 feet; thence South 56°13'01" West a distance of 69.83 feet; thence along a curve to the left an arc distance of 48.39 feet, said curve having a chord bearing South 49°04'42" West and a length of 48.26 feet; thence leaving the R.O.W. line of Leonard Drive North 64°44'25" West a distance of 1517.95 feet; thence North 81°52'56" West a distance of 658.60 feet; thence North 30°43'14" West a distance of 444.36 feet; thence North 29°44'42" East a distance of 330.55 feet; thence South 82°02'18" East a distance of 433.18 feet; thence South 36°30'56" East a distance of 258.80 feet; thence North 44°38'55" East a distance of 345.78 feet; thence North 16°47'22" East a distance of 913.96 feet; thence North 75°10'17" West a distance of 789.29 feet; thence North 35°39'34" West a distance of 418.49 feet; thence North 0°00'00"

EXHIBIT C
TO THE UMBRELLA DECLARATION FOR FAIRWAY RIDGE

Special Services

I. SNOW REMOVAL: Snow removal from driveways located on the Dwelling Unit shall be furnished by the Umbrella Association to each of the following Dwelling Units at any time that accumulation of snow exceeds three inches or at such other time or times as determined by the Umbrella Association Board in its reasonable discretion, through a contractor or contractors chosen by the Umbrella Association Board in its reasonable discretion:

None.

II. GRASS CUTTING: Periodic cutting, fertilizing and anti-weed treatment shall be furnished by the Umbrella Association to grass located on each of the following Dwelling Units from April through October of each year in such frequency and using such contractor or contractors as shall be determined by the Umbrella Association Board in its reasonable discretion:

None.

FIRST AMENDED AND RESTATED EXHIBIT C
TO UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

Special Services

I. SNOW REMOVAL: Snow removal from driveways located on the Dwelling Unit shall be furnished by the Umbrella Association to each of the following Dwelling Units at any time that accumulation of snow exceeds three inches or at such other time or times as determined by the Umbrella Association Board in its reasonable discretion, through a contractor or contractors chosen by the Umbrella Association Board in its reasonable discretion:

Lots 590 through 726, both inclusive, in Fairway Ridge Subdivision.

II. GRASS CUTTING: Periodic cutting, fertilizing and anti-weed treatment shall be furnished by the Umbrella Association to grass located on each of the following Dwelling Units from April through October of each year in such frequency and using such contractor or contractors as shall be determined by the Umbrella Association Board in its reasonable discretion:

Lots 590 through 726, both inclusive, in Fairway Ridge Subdivision.

EXHIBIT D
TO THE UMBRELLA DECLARATION FOR FAIRWAY RIDGE

Special Use and Occupancy Restrictions

None.

0004.066

FIRST AMENDED AND RESTATED EXHIBIT D
TO UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

Special Use and Occupancy Restrictions

I. Restrictions For Free-Standing Garden Homes.

The following Lots shall be "Free Standing Garden Home Lots":

643, 644, 645, 646, 651, 652, 653, 654, 659, 660, 664, 665, 668, 674, 675, 676, 677, 680, 681, 684, 685, 686, 687, 688, 689, 692, 693, 694, 695, 696, 697, 701 and 702 in Fairway Ridge Subdivision.

Each Home constructed on a Free Standing Garden Home Lot has been constructed in compliance with the provisions of the Statement of Intent and Agreement for Cambridge Ridge dated March 6, 1989, as amended by the First Amendment to the Statement of Intent and Agreement for Cambridge Ridge (now known as "Fairway Ridge") dated August 23, 1990 (the "SIA"). No improvement shall be constructed or shall exist in the side yard of any of the Free-Standing Garden Home Lot except as may be specifically permitted under the provisions of Section 8.7 of the SIA and approved by the Umbrella Association Board under the provisions of Article Five of this Declaration. Section 8.7 of the SIA reads as follows:

"8.7 Permitted Encroachments Into Side Yard

- 8.7.1 Where living room side of dwelling unit is adjacent to, or within one (1) foot of, side lot line.
 - 8.7.1.1 Roof overhang - maximum encroachment 1 ft.
- 8.7.2 For side yard adjacent to "garage side" of dwelling unit.
 - 8.7.2.1 Fireplaces - maximum encroachment 2.5 ft.
 - 8.7.2.2 Area well for basement window - maximum encroachment 2.5 ft.

NOTE: NO FENCING SHALL BE PERMITTED TO ENCROACH INTO THE REQUIRED SIDE YARD."

PIN: 07-28-400-033
07-28-100-008
07-28-400-025
07-28-300-025

07-33-100-003
07-28-300-024
07-28-200-027
07-31-100-003

Address of Property: County Highway 34 and Leonard Drive
Gurnee, Illinois

10/30/90

SUPPLEMENT NO 1 TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

This Supplement is made and entered into by Northern Trust Bank/Lake Forest, not individually, but as Declarant under Trust Agreement dated December 18, 1981 and known as Trust No. 6907 ("Declarant").

R E C I T A L S

Declarant Recorded the Umbrella Declaration for Fairway Ridge (the "Umbrella Declaration") on August 2, 1990 in the Office of the Recorder of Deeds for Lake County, Illinois as Document No. 2930890.

In Article Nine of the Umbrella Declaration, Declarant reserved the right and power to add and submit certain real estate to the Declaration by making any or all of the Development Area subject to the Declaration as part of the Premises.

Declarant desires to exercise this right and power reserved in Article Nine of the Umbrella Declaration to add and submit certain real estate to the provisions of the Umbrella Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Umbrella Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Umbrella Declaration.
2. Added Premises. That portion of the Development Area which is legally described in Section I(B) of the First Amended and Restated Exhibit B attached hereto (the "Restated Exhibit B") is hereby made part of the Premises as "Added Premises"
3. Amendment of Exhibit B. To reflect the addition of the Added Premises to the Declaration, Exhibit B to the Umbrella Declaration is hereby amended and restated to be as set forth in the Restated Exhibit B. Portions of the Added Premises are designated as Dwelling Units, Community Area, Limited Community Area, part of a Neighborhood, Neighborhood Facility or Privacy Area as set forth in the Restated Exhibit B.
4. Special Services. Special Services are to be furnished to the Added Dwelling Units as set forth in the First Amended and Restated Exhibit C attached hereto.
5. Special Use and Occupancy Restrictions. Special Use and Occupancy restrictions are imposed on some of the Added Dwelling

Units as set forth in the First Amended and Restated Exhibit D which is attached hereto.

6. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Umbrella Declaration, as amended by this Supplement, shall run with and bind the Premises, including the Added Premises.

7. Continuation. As expressly hereby amended, the Umbrella Declaration shall continue in full force and effect in accordance with its terms.

8. Declarant Exculpation. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Declarant while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Declarant or for the purpose or with the intention of binding said Declarant but are made and intended solely in the exercise of the powers conferred upon it as a Declarant under the Trust Agreement described above; and no personal liability or personal responsibility is assumed by or shall be enforceable against Declarant on account of this Supplement or any representation, covenant, undertaking, warranty, or agreement of the Declarant in this Supplement contained, either expressed or implied. The Declarant makes no personal representations as, nor shall it be responsible for the existence, location, or maintenance of the chattels herein described, if any.

Dated: _____, 1990.

NORTHERN TRUST BANK/LAKE FOREST, as
Declarant as aforesaid and not
personally

By: _____
Assistant Vice President

By: _____
Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that _____, Assistant Vice President of the Northern Trust Bank/Lake Forest, and _____ Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, A.D., 1990.

Notary Public

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer
KECK, MAHIN & CATE
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173
708-330-1200

3056140

SEP 23 1991

COPY

8/22/91

AUG 28 1991

SUPPLEMENT NO 2 TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

This Supplement is made and entered into by Northern Trust Bank/Lake Forest, not individually, but as Declarant under Trust Agreement dated December 18, 1981 and known as Trust No. 6907 ("Declarant").

B E C I T A L S

Declarant Recorded the Umbrella Declaration for Fairway Ridge (the "Umbrella Declaration") on August 2, 1990 in the Office of the Recorder or Deed@ for Lake County, Illinois as Document No. 2930890.

In Article Nine of the Umbrella Declaration, Declarant reserved the right and power to add and submit certain real estate to the Declaration by making any or all of the Development Area subject to the Declaration as part of the Premises.

Declarant desires to exercise this right and power reserved in Article Nine of the Umbrella Declaration to add and submit certain real estate to the provisions of the Umbrella Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Umbrella Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Umbrella Declaration.

2. Added Premises. That portion of the Development Area which is legally described in Section I(B) of the Second Amended and Restated Exhibit B attached hereto (the "Restated Exhibit B") is hereby made part of the Premises as "Added Premises",

3. Amendment of Exhibit B. To reflect the addition of the added Premises to the Declaration, Exhibit B to the Umbrella Declaration is hereby amended and restated to be as set forth in the Restated Exhibit B. Portions of the Added Premises are designated as Dwelling Units, Community Area, Limited Community Area, part of a Neighborhood, Neighborhood Facility or Privacy Area as set forth in the Restated Exhibit B.

4. Special Services. Special Services are to be furnished to the Added Dwelling Units as set forth in the Second Amended and Restated Exhibit C attached hereto.

5. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Umbrella Declaration, as amended by this Supplement, shall run with and bind the Premises, including any Added Premises.

6. Continuation. As expressly hereby amended, the Umbrella Declaration shall continue in full force and effect in accordance with its terms.

7. Declarant Exculpation. Anything here in to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Declarant while in form surporting to be the representations, covenants, undertakings, warranties, and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Declarant or for the purpose or with the intention of binding said Declarant but are made and intended solely in the exercise of the powers conferred upon it as a Declarant under the Trust Agreement described above; and no personal liability or personal responsibility is assumed by or shall be enforceable against Declarant on account of this Supplement or any representation, covenant, undetaking, warranty, or agreement of the Declarant in this Supplement contained, either expressed or implied. The Declarant makes no personal representations as, nor shall it be responsible for the existence, location, or maintenance of the chattels herein described, if any.

Date: Aug 22, 1991.

NORTHERN TRUST BANK/LAKE FOREST,
as Declarant as aforesaid and not
personally

By: [Signature]

Second
Assistant Vice President

By: [Signature]

~~Assistant Secretary~~

Attached Exonerati~~on~~ Rider is incorporated herein

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form surporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are not intended such and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended solely in the exercise of the powers conferred upon it as a Trustee under the Trust Agreement specifically described herein, and this instrument is intended to be binding on the Trustee solely in the exercise of the powers conferred upon it as a Trustee and not on the personal liability or personal responsibility assumed by nor shall at any time be assumed or imposed on Northern Trust Bank/Lake Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~ LAKE)

I, DELORES J. PALEY, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that GERALD L. HOFFMAN, Assistant Vice President of the Northern Trust Bank/Lake Forest, and RONALD L. KLEUS TRUST OFFICER ~~Assistant Secretary~~ of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 22ND day of AUG., A.D., 1990.

OFFICIAL SEAL
DELORES J. PALEY
NOTARY PUBLIC STATE OF ILLINOIS
COMMISSION EXP. SEPT 5, 1992

Delores J. Paley
Notary Public

EXHIBIT B TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

The Premises

I. The Premises

- A. Lots 628 through 632 inclusive, Fairway Ridge Resubdivision, being a Resubdivision of Lots 628 through 632 in Fairway Ridge, being a subdivision of Part of Section 28, Township 45 North, Range 11, East of the Third Principal Meridian in Lake County, Illinois.

II. Dwelling Units

- A. Lots 628 through 632 both inclusive in Fairway Ridge Resubdivision.

III. Community Area

- A. None

IV. Limited Community Area

None

V. Neighborhoods, Neighborhood Facilities and Neighborhood Wide Services

- A. Neighborhood No. 1

Lots 628 through 632 both inclusive.

VI. Privacy Areas

None

SECOND AMENDED AND RESTATED EXHIBIT C
TO UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

Special Services

I. SNOW REMOVAL: Snow removal from driveways located on the Dwelling Unit shall be furnished by the Umbrella Association to each of the following Dwelling Units at any time that accumulation of snow exceeds three inches or at such other time or times as determined by the Umbrella Association Board in its reasonable discretion, through a contractor or contractors chosen by the Umbrella Association Board in its reasonable discretion:

Lots 628 through 632, both inclusive, in Fairway Ridge Resubdivision.

II. GRASS CUTTING: Periodic cutting, fertilizing and anti-weed treatment shall be furnished by the Umbrella Association to grass located on each of the following Dwelling Units from April through October of each year in such frequency and using such contractor or contractors as shall be determined by the Umbrella Association Board in its reasonable discretion:

Lots 628 through 632, both inclusive, in Fairway Ridge Resubdivision.



C A M B R I D G E P R O P E R T I E S

May 21, 1992

Brian Meltzer, Esq.
Keck, Mahin & Cate
1515 E. Woodfield
Suite 250
Schaumburg, IL 60173

RE: SUPPLEMENT NO. 3 TO THE UMBRELLA
DECLARATION FOR FAIRWAY RIDGE

Dear Brian:

Attached please find a copy of Supplement No. 3, recorded on May 18, 1992 as Document No. 3158989. If you need any prior Supplements for your files, please let me know.

Thank you for your help on this matter.

Very truly yours,

Steven H. Goodman
General Counsel

SHG/mct

Built to stand the test of time.

3158989

COPY 03/16/92

0015.066

MAY 14 1992

MAY 14 1992

MAY 14 1992

SUPPLEMENT NO. 3 TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

COPY

This Supplement is made and entered into by Northern Trust Bank/Lake Forest, not individually, but as Trustee under Trust Agreement dated December 18, 1981 and known as Trust No. 6907 ("Declarant").

R E C I T A L S

Declarant Recorded the Umbrella Declaration for Fairway Ridge (the "Umbrella Declaration") on August 2, 1990 in the Office of the Recorder of Deeds for Lake County, Illinois as Document No. 2930890.

In Article Nine of the Umbrella Declaration, Declarant reserved the right and power to add and submit certain real estate to the Declaration by making any or all of the Development Area subject to the Declaration as part of the Premises.

The Umbrella Declaration was supplemented and amended by the following documents:

<u>Title of Document</u>	<u>Date Recorded</u>	<u>Document No.</u>
Supplement No. 1 to Umbrella Declaration	11/02/90	2959947
Supplement No. 2 to Umbrella Declaration	09/09/91	3056140

Declarant desires to once again exercise this right and power reserved in Article Nine of the Umbrella Declaration to add and submit certain real estate to the provisions of the Umbrella Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Umbrella Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Umbrella Declaration.

2. Added Premises. That portion of the Development Area which is legally described in Section I(D) of the Third Amended and Restated Exhibit B attached hereto (the "Restated Exhibit B") is hereby made part of the Premises as "Added Premises".

3. Amendment of Exhibit B. To reflect the addition of the Added Premises to the Declaration, Exhibit B to the Umbrella

Declaration is hereby amended and restated to be as set forth in the Restated Exhibit B. Portions of the Added Premises are designated as Dwelling Units, Community Area, Limited Community Area, part of a Neighborhood, Neighborhood Facility or Privacy Area as set forth in the Restated Exhibit B. The Added Dwelling Units are listed in Section II (D) of Restated Exhibit B. The Added Community Area is legally described in Section III(B) of Restated Exhibit B.

4. Special Services. No Special Services are to be furnished to the Added Dwelling Units. However, pursuant to the powers reserved to Declarant in Section 9.02, the Declarant reserves the right and power to designate that some or all of the Added Dwelling Units shall receive Special Services upon an appropriate designation being made in a Supplement to the Umbrella Declaration which is Recorded after the Recording of this Supplement No. 3.

5. Special Use and Occupancy Restrictions. No Special Use and Occupancy restrictions are imposed on the Added Dwelling Units.

6. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Umbrella Declaration, as amended by this Supplement, shall run with and bind the Premises, including the Added Premises.

7. Continuation. As expressly hereby amended, the Umbrella Declaration shall continue in full force and effect in accordance with its terms.


8. Special Amendment. In Section 12.01 of the Declaration, Declarant reserved the right and power to make a Special Amendment to the Declaration or any Exhibit thereto to, among other things, correct an error or omission. It has come to the attention of Declarant that Supplement No. 1 to the Declaration, as Recorded, did not include the First Amended and Restated Exhibit B. Declarant hereby exercises its power under Section 12.01 of the Declaration to amend Supplement No. 1 to the Declaration to add the First Amended and Restated Exhibit B to the Umbrella Declaration for Fairway Ridge, which is attached hereto.

9. Declarant Exculpation. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Declarant while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Declarant or for the purpose or with the intention of binding

said Declarant but are made and intended solely in the exercise of the powers conferred upon it as a Trustee under the Trust Agreement described above; and no personal liability or personal responsibility is assumed by or shall be enforceable against Declarant on account of this Supplement or any representation, covenant, undertaking, warranty, or agreement of the Declarant in this Supplement contained, either expressed or implied. The Declarant makes no personal representations as, nor shall it be responsible for the existence, location, or maintenance of the chattels herein described, if any.

Dated: April 28, 1992.

NORTHERN TRUST BANK/LAKE FOREST, as
Declarant as aforesaid and not
personally

By: 
Assistant Vice President
Second

By: 
Assistant Secretary
TRUST OFFICER

STATE OF ILLINOIS)
 Lake) SS
COUNTY OF ~~COOK~~)

I, SHEILA K. FINKELBERG, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that PEGGY PETERS ^{*Second*}, Assistant Vice President of the Northern Trust Bank/Lake Forest, and Lawrence R Whitaker TRUST OFFICER ~~Assistant Secretary~~ of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant Vice President and Assistant~~ ^{*Second*} TRUST OFFICER ~~Secretary~~ respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28th day of April, A.D., 1992.

OFFICIAL SEAL SHEILA K FINKELBERG NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. SEPT 16, 1995	<i>Sheila K. Finkelberg</i> Notary Public
---	--

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer
KECK, MAHIN & CATE
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173
708-330-1200

THIRD AMENDED AND RESTATED EXHIBIT B
TO THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

The Premises

I. The Premises

- A. Lots 501 through 589, both inclusive, and Outlots B and C in Fairway Ridge being a Subdivision of part of Section 25, Township 45 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Unit One Subdivision").
- B. Lots 590 through 726, both inclusive, in Fairway Ridge Unit One Subdivision.
- C. Lots 628 through 632, inclusive, in Fairway Ridge Resubdivision, being a Resubdivision of Lots 628 through 632 in Fairway Ridge Unit One Subdivision.
- D. Lots 1 through 22, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two being a Subdivision of part of Section 28, Township 45 North Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Unit Two Subdivision").

II. Dwelling Units

- A. Lots 501 through 589, both inclusive, in Fairway Ridge Unit One Subdivision.
- B. Lots 590 through 726, both inclusive, in Fairway Ridge Unit One Subdivision.
- C. Lots 628 through 632 in Fairway Ridge Resubdivision.
- D. Lots 1 through 21, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two Subdivision.

III. Community Area

- A. Outlot B in Fairway Ridge Unit One Subdivision.
- B. Lot 22 in Fairway Ridge Unit Two Subdivision.

IV. Limited Community Area

None.

V. Neighborhoods, Neighborhood Facilities and Neighborhood Wide Services

A. Neighborhood No. 1

1. Lots 501 through 726, both inclusive, and Outlot C in Fairway Ridge Unit One Subdivision.
2. Lots 628 through 632 in Fairway Ridge Resubdivision.
3. Lots 1 through 21, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two Subdivision.

B. Neighborhood Facility for Neighborhood No. 1

Outlot C in Fairway Ridge Unit One Subdivision

C. Neighborhood Wide Services for Neighborhood No. 1

None

VI. Privacy Areas

None

PIN For Added Premises: The Added Premises are part of the property identified by PIN No.07-28-300-032. The individual lots which make up the Added Premises have not yet received individual PIN Nos.

Address of Property: County Highway 34 and Leonard Drive
Gurnee, Illinois

FIRST AMENDED AND RESTATED EXHIBIT B
TO THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE *

The Premises

I. The Premises

- A. Lots 501 through 589, both inclusive, and Outlots B and C in Fairway Ridge being a Subdivision of part of Section 25, Township 45 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Subdivision").
- B. Lots 590 through 726, both inclusive, in Fairway Ridge Subdivision.

II. Dwelling Units

- A. Lots 501 through 589, both inclusive, in Fairway Ridge Subdivision.
- B. Lots 590 through 726, both inclusive, in Fairway Ridge Subdivision.

III. Community Area

- A. Outlot B in Fairway Ridge Subdivision.

IV. Limited Community Area

None.

V. Neighborhoods, Neighborhood Facilities and Neighborhood Wide Services

A. Neighborhood No. 1

Lots 501 through 726, both inclusive, and Outlot C in Fairway Ridge Subdivision

1. Neighborhood Facility for Neighborhood No. 1

Outlot C in Fairway Ridge Subdivision

2. Neighborhood Wide Services for Neighborhood No. 1

None

VI. Privacy Areas

None

* Note: This document is being Recorded with Supplement No. 3 to the Umbrella Declaration for Fairway Ridge in order to correct an omission in Supplement No. 1. See Paragraph 8 of Supplement No. 3 for an explanation of why this document is Recorded with Supplement No. 3.

3205954

COPY

BM

0015.066

06/09/92

SUPPLEMENT NO. 4 TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

1992

This Supplement is made and entered into by Northern Trust Bank/Lake Forest, not individually, but as Trustee under Trust Agreement dated December 18, 1981 and known as Trust No. 6907 ("Declarant").

R E C I T A L S

Declarant Recorded the Umbrella Declaration for Fairway Ridge (the "Umbrella Declaration") on August 2, 1990 in the Office of the Recorder of Deeds for Lake County, Illinois as Document No. 2930890.

In Article Nine of the Umbrella Declaration, Declarant reserved the right and power to add and submit certain real estate to the Declaration by making any or all of the Development Area subject to the Declaration as part of the Premises.

The Umbrella Declaration was supplemented and amended by the following documents:

<u>Title of Document</u>	<u>Date Recorded</u>	<u>Document No.</u>
Supplement No. 1 to Umbrella Declaration	11/02/90	2959947
Supplement No. 2 to Umbrella Declaration	09/09/91	3056140
Supplement No. 3 to Umbrella Declaration	05/18/92	3158989

Declarant desires to once again exercise this right and power reserved in Article Nine of the Umbrella Declaration to add and submit certain real estate to the provisions of the Umbrella Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Umbrella Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Umbrella Declaration.

2. Added Premises. That portion of the Development Area which is legally described in Section I(E) of the Fourth Amended

and Restated Exhibit B attached hereto (the "Restated Exhibit B") is hereby made part of the Premises as "Added Premises".

3. Amendment of Exhibit B. To reflect the addition of the Added Premises to the Declaration, Exhibit B to the Umbrella Declaration is hereby amended and restated to be as set forth in the Restated Exhibit B. The Added Dwelling Units are listed in Section II (E) of Restated Exhibit B. No Added Community Area is made subject to the Umbrella Declaration by this Supplement.

4. Special Services. No Special Services are to be furnished to the Added Dwelling Units. However, pursuant to the powers reserved to Declarant in Section 9.02, the Declarant reserves the right and power to designate that some or all of the Added Dwelling Units shall receive Special Services upon an appropriate designation being made in a Supplement to the Umbrella Declaration which is Recorded after the Recording of this Supplement No. 4.

5. Special Use and Occupancy Restrictions. No Special Use and Occupancy restrictions are imposed on the Added Dwelling Units.

6. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Umbrella Declaration, as amended by this Supplement, shall run with and bind the Premises, including the Added Premises.

7. Continuation. As expressly hereby amended, the Umbrella Declaration shall continue in full force and effect in accordance with its terms.


8. Declarant Exculpation. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Declarant while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Declarant or for the purpose or with the intention of binding said Declarant but are made and intended solely in the exercise of the powers conferred upon it as a Trustee under the Trust Agreement described above; and no personal liability or personal responsibility is assumed by or shall be enforceable against Declarant on account of this Supplement or any representation, covenant, undertaking, warranty, or agreement of the Declarant in this Supplement contained, either expressed or implied. The Declarant makes no personal representations as, nor shall it be

responsible for the existence, location, or maintenance of the
chattels herein described, if any.

Dated: July 23, 1992.

NORTHERN TRUST BANK/LAKE FOREST, as
Declarant as aforesaid and not
personally

By: 
Assistant Vice President
Second

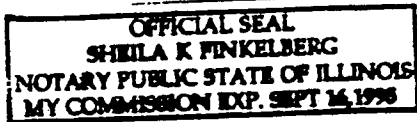
By: 
~~Assistant Secretary~~
TRUST OFFICER

0015.066

STATE OF ILLINOIS)
 Lake) SS
COUNTY OF ~~COOK~~)

I, SHEILA K. FINKELBERG, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that PEGGY PETERS ^{Second} Assistant Vice President of the Northern Trust Bank/Lake Forest, and Laura H. Olson ~~TRUST OFFICER~~ Assistant Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ^{Second} Assistant Vice President and ~~Assistant~~ TRUST OFFICER Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 23rd day of July, A.D., 1992.



Sheila K Finkelberg
Notary Public

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer
KECK, MAHIN & CATE
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173
708-330-1200

FOURTH AMENDED AND RESTATED EXHIBIT B
TO THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

The Premises

I. The Premises

- A. Lots 501 through 589, both inclusive, and Outlots B and C in Fairway Ridge being a Subdivision of part of Section 25, Township 45 North, Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Unit One Subdivision").
- B. Lots 590 through 726, both inclusive, in Fairway Ridge Unit One Subdivision.
- C. Lots 628 through 632, both inclusive, in Fairway Ridge Resubdivision, being a Resubdivision of Lots 628 through 632 in Fairway Ridge Unit One Subdivision.
- D. Lots 1 through 22, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two, being a Subdivision of part of Section 28, Township 45 North Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Unit Two Subdivision").
- E. Lots 42 through 115, both inclusive, in Fairway Ridge Unit Three, being a Subdivision of part of Section 28, Township 45 North Range 11 East of the Third Principal Meridian, in Lake County, Illinois ("Fairway Ridge Unit Three Subdivision").

II. Dwelling Units

- A. Lots 501 through 589, both inclusive, in Fairway Ridge Unit One Subdivision.
- B. Lots 590 through 726, both inclusive, in Fairway Ridge Unit One Subdivision.
- C. Lots 628 through 632, both inclusive, in Fairway Ridge Resubdivision.
- D. Lots 1 through 21, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two Subdivision.
- E. Lots 42 through 115, both inclusive, in Fairway Ridge Unit Three Subdivision.

III. Community Area

- A. Outlot B in Fairway Ridge Unit One Subdivision.
- B. Lot 22 in Fairway Ridge Unit Two Subdivision.

IV. Limited Community Area

None.

V. Neighborhoods, Neighborhood Facilities and Neighborhood Wide Services

A. Neighborhood No. 1

- 1. Lots 501 through 726, both inclusive, and Outlot C in Fairway Ridge Unit One Subdivision.
- 2. Lots 628 through 632 in Fairway Ridge Resubdivision.
- 3. Lots 1 through 21, both inclusive, and Lots 24 through 41, both inclusive, in Fairway Ridge Unit Two Subdivision.
- 4. Lots 42 through 115, both inclusive, in Fairway Ridge Unit Three Subdivision.

B. Neighborhood Facility for Neighborhood No. 1

Outlot C in Fairway Ridge Unit One Subdivision

C. Neighborhood Wide Services for Neighborhood No. 1

None

VI. Privacy Areas

None

PIN For Added Premises: The Added Premises are part of the property identified by PIN Nos. 07-28-300-032, 07-28-300-033 and 07-28-400-033. The individual lots which make up the Added Premises have not yet received individual PIN N

Address of Property: County Highway 34 and Leonard Drive
Gurnee, Illinois

1515 E. WOODFIELD ROAD
SUITE 250
SCHAUMBURG, ILLINOIS 60173-5431
(708) 330-1200
FAX (708) 330-1220

KECK, MAHIN & CATE

FILE NUMBER

DIRECT DIAL 708/330-2402

October 11, 1994

Mr. Steve Goodman
Cambridge Homes, Inc.
800 South Milwaukee Avenue
Libertyville, Illinois 60048

Re: Fairway Ridge/Supplement No. 5

Dear Steve:

Enclosed is the original Supplement No. 5 to the Umbrella Declaration for Fairway Ridge which was recorded in Lake County, Illinois on September 23, 1994 as Document No. 3595504.

Sincerely,

KECK, MAHIN & CATE



Brian Meltzer

BM:gcr
101194.004
Enclosure

8291

SUPPLEMENT NO. 5 TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE

This Supplement is made and entered into by Northern Trust Bank/Lake Forest, not individually, but as Trustee under Trust Agreement dated December 18, 1981 and known as Trust No. 6907 ("Declarant").

R E C I T A L S

Declarant Recorded the Umbrella Declaration for Fairway Ridge (the "Umbrella Declaration") on August 2, 1990 in the Office of the Recorder of Deeds for Lake County, Illinois as Document No. 2930890.

In Article Nine of the Umbrella Declaration, Declarant reserved the right and power to add and submit certain real estate to the Declaration by making any or all of the Development Area subject to the Declaration as part of the Premises.

The Umbrella Declaration was supplemented and amended by the following documents:

<u>Title of Document</u>	<u>Date Recorded</u>	<u>Document No.</u>
Supplement No. 1 to Umbrella Declaration	11/02/90	2959947
Supplement No. 2 to Umbrella Declaration	09/09/91	3056140
Supplement No. 3 to Umbrella Declaration	05/18/92	3158989
Supplement No. 4 to Umbrella Declaration	08/31/92	3205954

Declarant desires to once again exercise this right and power reserved in Article Nine of the Umbrella Declaration to add and submit certain real estate to the provisions of the Umbrella Declaration.

In addition, the Declarant has determined that there shall only be one (1) Neighborhood. Accordingly, the Declarant desires to simplify the Declaration to reflect this decision.

NOW, THEREFORE, Declarant does hereby supplement and amend the Umbrella Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Umbrella Declaration.
2. Added Premises. That portion of the Development Area which is legally described in Section I(F) of the Fifth Amended and Restated Exhibit B attached hereto (the "Restated Exhibit B") is hereby made part of the Premises as "Added Premises".
3. Amendment of Exhibit B. To reflect the addition of the Added Premises to the Declaration, Exhibit B to the Umbrella Declaration is hereby amended and restated to be as set forth in the Restated Exhibit B. The Added Dwelling Units are listed in Section II (F) of Restated Exhibit B. No Added Community Area is made subject to the Umbrella Declaration by this Supplement.
4. Fence Maintenance. Declarant constructed a six foot high, board on board fence on the property line of those portions of the Added Premises legally described as Lots 130, 131, 132 and 135 in Fairway Ridge Unit 4 Subdivision. The Owner of each of Lots 130, 131, 132 and 135 shall be responsible for maintaining, repairing and replacing the portion of the fence located on the Owner's Lot and shall be subject to the rights and powers of the Umbrella Association as set forth in Section 5.03(a) of the Umbrella Declaration.
5. Special Use and Occupancy Restrictions. Exhibit D to the Declaration is hereby supplemented to add certain Special Use and Occupancy restrictions on certain Added Dwelling Units, as follows:

"III. Conservancy Easement. Portions of Lots 135, 136 and 137 in Fairway Ridge Unit 4 Subdivision are designated on the Plat of Subdivision for Fairway Ridge Unit 4 Subdivision as being subject to a "Conservation Easement". Those portions of Lots 135, 136 and 137 (each a "Lot") which are designated as being subject to a "Conservation Easement" shall be referred to herein as the "Conservancy Area" and shall be subject to the following covenants and restrictions:

- (a) No Owner shall construct or place any improvements in or on the Conservancy Area on his Lot.
- (b) No Owner shall excavate, fill, dredge, mine, dike or change the topography of the Conservancy Area on his Lot in any manner.
- (c) No Owner shall destroy any trees on the Conservancy Area on his Lot, except, that the Owner of a Lot may, at the Owner's option, remove dead or diseased trees from the Lot from time to time.

(d) No Owner shall subdivide the Conservancy Area on his Lot in any manner, whether legal or de facto.

(e) No Owner shall dump, place or store, or allow to be dumped, placed or stored in or on the Conservancy Area on his Lot, ashes, trash, waste, garbage, vehicle bodies or parts or other unsightly or offensive material.

Any of the foregoing restrictions may be waived by the Village."

6. Modification of Neighborhood Provisions. All Dwelling Units which are currently subject to the Declaration are part of Neighborhood No. 1. The Declarant hereby commits that any Dwelling Units which are added to the terms of the Declaration as Added Premises hereunder shall be made part of Neighborhood No. 1 and that no additional Neighborhoods shall be created. In order to simplify the administration of the Association, Section 6.05 of the Declaration and Section 6.01 of the By-Laws are hereby modified to provide that (i) there shall be only one (1) Neighborhood Committee (for Neighborhood No. 1), (ii) after the Turnover Date the Neighborhood Committee for Neighborhood No. 1 shall consist of five (5) individuals, (iii) at all times the Neighborhood Committee for Neighborhood No. 1 shall consist of the same persons who are members of the Board, and (iv) a meeting of the Neighborhood Committee for Neighborhood No. 1 shall occur simultaneously with each meeting of the Board.

7. Amendment of By-Laws. As holder of all the votes in the Umbrella Association, the Declarant hereby amends the By-Laws (which have not been recorded) as follows:

(a) Section 5.01 of the By-Laws is amended to provide that after the Turnover Date the Board of Directors shall consist of five (5) individuals instead of seven (7) individuals.

(b) Section 5.03 of the By-Laws is hereby amended to be and read as follows:

"5.03 Boards After Turnover Date: At the Initial Meeting (defined in Section 4.03 of the By-Laws a full Board shall be elected as provided in this Section. Each Voting Member shall cast five (5) votes for each Dwelling Unit which he or she represents, and cumulative voting shall be permitted. The two (2) candidates receiving the highest number of votes shall each serve a two (2) year term and the three (3) candidates receiving the next highest number of votes shall each serve a one (1) year term. At each subsequent annual meeting of the members of the Association, successors to Directors whose terms expire shall be elected. A Director may succeed himself or herself. After the Turnover Date, each Director shall be an Owner or Voting Member."

8. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Umbrella Declaration, as amended by this Supplement, shall run with and bind the Premises, including the Added Premises.

9. Continuation. As expressly hereby amended, the Umbrella Declaration shall continue in full force and effect in accordance with its terms.

10. Declarant Exculpation. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Declarant while in form purporting to be the representations, covenants, undertakings, warranties, and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Declarant or for the purpose or with the intention of binding said Declarant but are made and intended solely in the exercise of the powers conferred upon it as a Trustee under the Trust Agreement described above; and no personal liability or personal responsibility is assumed by or shall be enforceable against Declarant on account of this Supplement or any representation, covenant, undertaking, warranty, or agreement of the Declarant in this Supplement contained, either expressed or implied. The Declarant makes no personal representations as, nor shall it be responsible for the existence, location, or maintenance of the chattels herein described, if any.

Dated: September 20, 1994.

NORTHERN TRUST BANK/LAKE FOREST, as
Declarant as aforesaid and not personally

By: [Signature]
Second Assistant Vice President

By: Karen E. DeLuca
~~Assistant Secretary~~
TRUST OFFICER

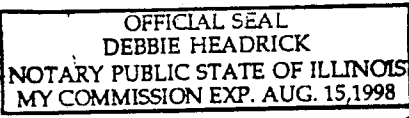
0016.066

3595504
RECORDER
LAKE COUNTY, ILLINOIS
91 SEP 23 PM 2:47
Frank J. Neutra

STATE OF ILLINOIS)
 Lake) SS
COUNTY OF COOK)

I, Debbie Headrick, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY, that PEGGY PETERS, ^{Second} Assistant Vice President of the Northern Trust Bank/Lake Forest, and Karen E. Schroeder, ~~Assistant Secretary~~ of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Assistant Vice President and Assistant Secretary~~ ^{Second} respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 20th day of September, A.D., 1994.



Debbie Headrick
Notary Public

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

Brian Meltzer
KECK, MAHIN & CATE
1515 East Woodfield Road
Suite 250
Schaumburg, Illinois 60173
708-330-1200

0016.066

Richards, Ralph & Schwab, Chartered
Attorneys at Law

Alan E. Richards
Michael L. Ralph, Sr.
David J. Schwab

175 East Hawthorn Parkway
Suite 345

Vernon Hills, Illinois 60061

(847) 367-9699

Fax: (847) 367-9621

E-mail: cfranzky@rrs-cthd.com

Chicago address:

Michael L. Ralph, Jr.
Lauren B. Schreeder

(Respond to Vernon Hills)
39 S. LaSalle Street, Suite 905
Chicago, IL 60603
(312) 641-6696

May 17, 2005

Ms. Martha Dugan
Fairway Ridge Homeowners Association
611 Leonard Drive
Gurnee, Illinois 60031

Re: HeatherRidge Umbrella Association v.
Fairway Ridge Umbrella Association, et al.
Our File No. 02-1039


Dear Martha:

We are in the process of closing our file on the above-referenced matter.
Enclosed for retention by Fairway Ridge is the fully executed Settlement
Agreement in the above-referenced litigation.

If you have any questions, please call me.

Very truly yours,

RICHARDS, RALPH & SCHWAB, CHTD.



Cathy Franczyk
Legal Assistant

/cf

Enclosure

SETTLEMENT AGREEMENT

This Settlement Agreement (this "**Agreement**") is made and entered into as of August ____, 2003 (the "**Effective Date**"), by and between Plaintiff, HeatherRidge Umbrella Association ("**Plaintiff**"), Fairway Ridge Umbrella Association, William Fleischmann, Susan Schmidt, James M. Marinis, Joanne Rathunde, individually and as representatives of all other similarly-situated owners of real property located within the Fairway Ridge Development (collectively, "**Defendants**") and all owners of real property located within the Fairway Ridge Development (the "**Putative Class Members**"). Plaintiff, Defendants and the Putative Class Members are collectively referred to herein as the "**Parties**".

RECITALS

WHEREAS, Plaintiff filed a lawsuit against Defendants and the Putative Class Members captioned HeatherRidge Umbrella Association v. Fairway Ridge Umbrella Association, et al., Case No. 02 CH 0297, in the Circuit Court of the Nineteenth Judicial Circuit in Lake County, Illinois (the "**Lawsuit**") seeking a Declaratory Judgment (Count I); Breach of Contract (Count II); an Accounting (Count III); and alternatively, for Breach of Contract (Count IV), all relating to a contract which Plaintiff alleged obligated Defendants and the Putative Class Members to pay a monthly assessment to Plaintiff as the owner of the Central Recreational Facility (the "**CRF Agreement**").

WHEREAS, Defendant in the Lawsuit filed a Motion to Dismiss, contending that, among other things, the CRF Agreement was unenforceable, which Motion to Dismiss was granted by Order of the Court dated August 6, 2002 (the "**Dismissal**");

WHEREAS, Plaintiff thereafter filed a Motion for Reconsideration, which was denied by Order of the Court dated January 9, 2003;

WHEREAS Plaintiff thereafter filed an appeal of the Dismissal, captioned HeatherRidge Umbrella Association v. Fairway Ridge Umbrella Association, et al., No. 2-03-0173, which appeal is currently pending (the "**Appeal**");

WHEREAS, the Parties hereto wish to avoid further litigation expense and to resolve and conclude a full and final settlement of all disputes Plaintiff and Defendants have, or believe they have, against the opposing party or parties;

WHEREAS, the Parties as a material condition to settlement seek to bind the Putative Class Members to the terms of this Agreement;

NOW, THEREFORE, in accordance with the Recitals, and in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing Recitals to this Agreement are incorporated herein by reference as if fully set forth herein as Paragraph 1 of this Agreement as being certain of the agreements and understandings of the Parties to this Agreement as fully and with the same force and effect, as if repeated herein.

2. Defendant Fairway Ridge Umbrella Association agrees to pay Plaintiff the sum of One Hundred and One Thousand, Seven Hundred Dollars (\$101,700.00), which payment shall be made by certified check, payable to the HeatherRidge Umbrella Association, and tendered to counsel for Plaintiff, at the address indicated hereinbelow in Paragraph 25, or to Plaintiff.

3. Defendant Fairway Ridge Umbrella Association further agrees to indemnify Plaintiff against any and all claims brought by Putative Class Members and their successors or future owners, of such Putative Class Members' lots in Fairway Ridge relative to the Fairway Ridge Association's relinquishment of the Security Deposit currently held by the HeatherRidge Umbrella Association

and relative to any claim cause of action, proceeding or suit relating to any term of this Agreement or to the Central Recreational Facility Agreement.

4. Within one week following the execution and delivery to Plaintiff's counsel of this Agreement with signatures of all Putative Class Members, together with the certified check, or such other time as ordered by the Appellate Court, counsel for Plaintiff shall tender to the Appellate Court an Agreed Order in the form attached hereto as Exhibit A, dismissing the Appeal, with prejudice and without costs, all parties to bear their own costs and fees in both the trial and appellate courts.

5. Within one week following the execution and delivery to Plaintiff's counsel of this Agreement and certified check, counsel for Plaintiff shall also record releases of liens, relative to the claims in the Lawsuit, that had been previously recorded against properties contained within the Fairway Ridge Development in Gurnee, Illinois, which releases of lien shall be in the form attached hereto as Exhibit B.

6. Within one week following delivery to Plaintiff's counsel of this Agreement and certified check, Counsel for Plaintiff shall also record against the properties subject to the CRF Agreement a Notice of Ruling Relating To Central Recreational Facilities Agreement, which shall be in the form attached hereto as Exhibit C.

7. Except for the agreements, representations, warranties and obligations expressly stated in this Agreement, all of which shall survive the below release, upon the Effective Date of this Agreement, the Plaintiff, for itself and its successors, assigns, parents, subsidiaries, affiliates, officers, directors, members, joint venturers, employees, representatives, board members, attorneys, insurers, agents and predecessors, does hereby absolutely, fully, finally and forever release, acquit and discharge the Defendants and the Putative Class Members, and their past, present and future heirs, executors, administrators, beneficiaries, successors, assigns, parents, subsidiaries, affiliates,

officers, directors, members, employees, representatives, board members, attorneys, legal and personal representatives, insurers, agents and predecessors from any and all claims, actions, or causes of action contained in the Lawsuit or Appeal, or which could have been contained in the Lawsuit or Appeal, relating to the CRF Agreement. Plaintiff warrants and represents that the claims released in this Paragraph 7 have not been assigned or pledged.

8. Except for the agreements, representations, warranties and obligations expressly stated in this Agreement, all of which shall survive the below release, upon the Effective Date of this Agreement, Defendants and Putative Class Members for themselves and past, present and future heirs, executors, administrators, beneficiaries, successors, assigns, parents, subsidiaries, affiliates, officers, directors, members, employees, representatives, board members, attorneys, insurers, agents and predecessors, do hereby absolutely, fully, finally and forever release, acquit and discharge Plaintiff and its successors, assigns, parents, subsidiaries, affiliates, officers, directors, shareholders, partners, joint venturers, employees, representatives, board members, attorneys, legal and personal representatives, insurers, agents and predecessors from any and all claims, actions, defenses, or causes of action contained in the Lawsuit or Appeal, or which could have been contained in the Lawsuit or Appeal, including the appeal thereof, relating to the CRF Agreement. Said release expressly includes, but is not limited to, any and all claims by Defendants or Putative Class Members to a CRF-related security deposit held by Plaintiff in the approximate amount of \$60,000, as well as any claims Defendants or Putative Class Members have, or feel they have, to reimbursement of previously-made payments under the CRF Agreement. Defendants and Putative Class Members warrant and represent that the claims released in this Paragraph 8 have not been assigned or pledged.

9. This Agreement, including but not limited to the terms, agreements, representations and warranties expressly stated herein, shall survive the Releases set forth hereinabove in Paragraphs 7 and 8 and this Agreement shall be binding on and inure to the benefit of both of the Parties identified in this Agreement and those others identified in Paragraphs 7 and 8, above, from and after the Effective Date of this Agreement.

10. The Parties shall execute and deliver all documents which may be necessary or appropriate in order to consummate and make fully effective the objectives of this Agreement.

This Agreement is entered into in settlement of disputed claims between the Parties hereto, and nothing herein shall constitute an admission of any claim, allegation or defense asserted in the Lawsuit or otherwise by any of the Parties.

11. This Agreement is executed freely, voluntarily and without any duress or undue influence on any Party.

12. The undersigned each warrant that they are authorized to sign this Agreement on behalf of themselves, individually, or their respective associations, entities, or trusts, and that they do not need to obtain any third-party consents to enter into this Agreement or to consummate any of the transactions contemplated herein.

13. This Agreement, including all documents related thereto or contemplated thereby, constitutes the entire agreement among the Parties with respect to the subject matters expressly provided for in this Agreement and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the Parties, whether written or oral.

14. This Agreement may not be amended except in a writing signed by all Parties.

15. The validity, construction and enforceability of this Agreement shall be governed in all respects by the laws of the State of Illinois without regard to its Conflicts of Law Rules. Any

dispute as to any term or provision of this Agreement, or the enforcement thereof, shall be brought before such judge to whom it may be assigned in the Circuit Court of the Nineteenth Judicial Circuit, Lake County, Illinois.

16. No breach of any provision hereof can be waived unless in writing. The waiver of a breach of any provision hereof shall not be deemed a waiver of any other breach of any provision hereof or any obligation hereunder.

17. If any provision of this Agreement is too broad to be enforced to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the Parties hereby consent to the scope of such provision's being judicially modified accordingly and any proceeding brought to enforce that provision. Furthermore, any provision of this Agreement which is invalid, illegal or unenforceable shall be ineffective to the extent of such invalidity, illegality or unenforceability, without in any manner affecting the remaining provisions thereof.

18. All of the Parties hereto understand, acknowledge, and agree that each of them: a) has performed an independent investigation of the allegations of fact and law made in connection with the Lawsuit, and b) may hereafter discover facts in addition to, or different from, those that they now know or believe to be true with respect to the subject matter of this Agreement. Nevertheless, it is the intention of all of the Parties to finally and fully resolve all disputes between them relating to the CRF Agreement, pursuant to the terms of this Agreement. Thus, in furtherance of their intentions, the Agreement shall remain in full force and effect notwithstanding the discovery of any additional facts or law, or changes in law, and this Agreement shall not be subject to rescission or modification by reason of any newly discovered change or difference in facts or law.

19. The Parties hereto warrant and represent that no promise or inducement has been offered or made for this Agreement except as set forth herein, that this Agreement is executed

without reliance on any statements or representations not contained herein, and this Agreement reflects the entire agreement among the Parties.

20. The Parties acknowledge, agree and specifically warrant to the other Parties that they have fully read this Agreement, received independent legal advice with respect to the advisability of entering into this Agreement, and fully understand the effect of this Agreement.

21. This Agreement may be signed using one or more counterparts. The executed copies, together, shall be considered an original and shall be binding on the Parties.

22. All exhibits referred to in this Agreement are incorporated herein and made a part hereof as fully as if set forth herein.

23. In this Agreement, all singular words shall connote the plural as well as the singular and vice versa, and the masculine shall include the feminine, and vice versa.

24. All Parties hereto and their counsel have had the opportunity to review and revise (or request revisions of) this Agreement and the exhibits, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable on the construction and interpretation of this Agreement or any exhibits hereto. This Agreement and the exhibits shall be deemed to have been mutually prepared by the Parties and shall not be construed against any of them by reason of authorship.

25. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if personally delivered with proof of delivery thereof (any notice or communication so delivered being deemed to have been received at the time delivered), or sent by United States registered or certified mail, postage prepaid (any notice or communication so sent being deemed to have been received three business days after mailing in the United States), or sent by reputable express or overnight delivery service (any notice or communication so sent being

deemed to have been received the next business day after mailing in the United States), addressed to the Parties as follows:

Notices to Plaintiff:

Kovitz Shifrin Nesbit
750 Lake Cook Road
Suite 350
Buffalo Grove, IL 60089
Attention: Diane J. Silverberg

Notices to Defendants and Putative Class Members:


Richards, Ralph & Schwab, Chtd.
175 E. Hawthorn Parkway, Suite 345
Vernon Hills, IL 60061
Attention: David J. Schwab

Time is of the essence regarding all terms and conditions in this Agreement.

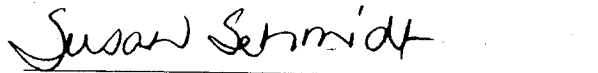
IN WITNESS WHEREOF, all of the Parties have executed this Agreement as of the

Effective Date indicated hereinabove.

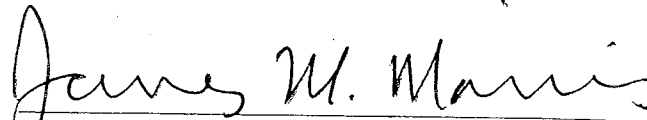
PLAINTIFF, HEATHERRIDGE
UMBRELLA ASSOCIATION


WILLIAM FLEISCHMANN

By: Marsha Lentoroli
Name: _____
Its: _____


SUSAN SCHMIDT

DEFENDANT, FAIRWAY RIDGE
UMBRELLA ASSOCIATION,


JAMES M. MARINIS

By: Edward T. Callies
Name: _____
Its: _____


JOANNE RATHUNDE

**NOTICE OF RULING RELATING TO
CENTRAL RECREATIONAL FACILITIES
AGREEMENT**

THIS DOCUMENTS SERVES AS NOTICE that on August 6, 2002 and January 9, 2003, the Circuit Court of Lake County in Case No. 02 CH 0297, entitled **HEATHERRIDGE UMBRELLA ASSOCIATION vs. FAIRWAY RIDGE UMBRELLA ASSOCIATION, WILLIAM FLEISCHMANN, SUSAN SCHMIDT, JAMES M. MARINIS, and JOANNE RATHUNDE** individually and as representatives of all other similarly-situated owners of real property located within the Fairway Ridge Development issued Orders

ruling that the Central Recreational Facilities Agreement recorded by the Lake County Recorder of Deed's office on June 30, 1989, as Document No. 2807039 was not binding upon individual Fairway Ridge Umbrella Association homeowners. Case No. 02 CH 0297 was commenced on February 13, 2002, when HeatherRidge Umbrella Association filed a four-count Complaint asserting the following causes of action:

Count I (Declaratory Judgment pursuant to 735 ILCS 5/2-701). In Count I of the Complaint, Plaintiff seeks a determination that the Central Recreational Facilities Agreement, recorded with the Lake County Recorder of Deeds as Document No. 2807039, is a binding, enforceable contract that obligates Fairway Ridge Development home owners to pay monthly Central Recreational Facility fees to the Heather Ridge Umbrella Association.

Count II (Breach of Contract). In Count II of the Complaint, Plaintiff asserts that Fairway Ridge homeowners have breached their obligations under the Central Recreational Facilities Agreement.

Count III (Accounting). In Count III of the Complaint, Plaintiff requests that the Fairway Ridge Umbrella Association provide an accounting for the Central Recreational Facilities fees that it has collected from Fairway Ridge Homeowners.

Count IV (In the Alternative - Breach of Contract). In Count IV of the Complaint, Plaintiff asserts that the Heather Ridge Umbrella Association is a third-party beneficiary of the Contract between the Fairway Ridge Umbrella Association and the Fairway Ridge Homeowners for the collection of the Central Recreational Facilities Fees. and that defendants had breached the Central Recreational Facility Agreement by failing to remit fees of \$24,491.00 incurred prior to October 2001.

In response to the Complaint, on April 4, 2002, Defendants, Fairway Ridge Umbrella Association, and certain Fairway Ridge homeowners, filed a Motion To Dismiss Pursuant to Section 2- 619.1 of the Illinois Code of Civil Procedure.

As part of the relief requested in the Motion to Dismiss, the Defendants asserted that, as a result of the affirmative vote to amend the Fairway Ridge Umbrella Association Declaration, and the recording of said Amendment on February 21, 2002 with the Lake County Recorder of Deed 's office as Document No. 4865068, the HeatherRidge Umbrella Association does not have any claim for monthly assessments under either the Fairway Ridge Umbrella Association Declaration or independently under the Central Recreational Facilities Agreement; and because the Central Recreational Facilities Agreement does not touch and concern the land, it is an unenforceable affirmative covenant that does not run with the land and, therefore, cannot be enforced against the individual Fairway Ridge Umbrella Association homeowners.

On August 6, 2002, the Circuit Court of Lake County granted the Defendants' Motion to Dismiss, and on January 9, 2003, the Court issued another Order denying the Plaintiff's Motion to Reconsider its Ruling that the Central Recreational Facilities Agreement is an unenforceable affirmative covenant that is not binding upon the individual Fairway Ridge Umbrella Association homeowners. Copies of the Court's August 6, 2002 Order and January 9, 2003 Order are attached to this Notice as Exhibits A and B, respectively.

Thereafter, on February 6, 2003, Plaintiff filed a Notice of Appeal of the Order of Dismissal (later designated as Case No. 2-03-0173 by the Appellate Court of Illinois, Second District), which appeal was thereafter dismissed with prejudice pursuant to a Settlement Agreement between the parties.

PLAINTIFF,
HeatherRidge Umbrella Association

DEFENDANTS,
Fairway Ridge Umbrella Association, *et al.*

By: _____
One of its Attorneys

By: _____
One of their Attorneys

Diane J. Silverberg
Kovitz Shifrin Nesbit
750 Lake Cook Road
Suite 350
Buffalo Grove, IL 60089

David J. Schwab
Richards, Ralph & Schwab, Chtd.
175 E. Hawthorn Parkway
Suite 345
Vernon Hills, IL 60061

**SUPPLEMENT NO. 6 TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE HOMEOWNERS ASSOCIATION**

This Supplement is made and entered into by the Fairway Ridge Umbrella Association, an Illinois not for profit corporation ("Fairway Ridge Homeowners Association").

RECITALS

a. On August 2, 1990, the Umbrella Declaration for Fairway Ridge Homeowners Association ("Umbrella Declaration") was recorded in the Office of the Recorder of Deeds for Lake County, Illinois as Document No. 2930890.

b. The Umbrella Declaration was Supplemented and Amended by the following Documents:

Title of Document	Dated Recorded	Document No.
Supplement No. 1 To Umbrella Declaration	11/02/90	2959947
Supplement No. 2 To Umbrella Declaration	09/09/91	3156140
Supplement No. 3 To Umbrella Declaration	05/18/92	3158989
Supplement No. 4 To Umbrella Declaration	08/31/92	3205954
Supplement No. 5 To Umbrella Declaration	09/23/94	3595504

c. Section 12.02 of the Umbrella Declaration provides:

Subject to Section 12.01 and Article Thirteen, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members or by an instrument executed by Owners, representing at least Seventy-Five Percent (75%) of the Dwelling Units; except that (i) the provisions of this Section 12.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) Article Nine, Article Ten, or any other provisions relating to the rights of Declarant may be amended only upon the written consent of the Declarant, (iii) Exhibit C may be amended to provide that Special Services being furnished by the Umbrella Association shall be furnished to additional Dwelling Units by the affirmative vote of at least two-thirds of the members of the Umbrella Association Board then serving and the affirmative vote of all Voting Members representing all Dwelling Units to which such Special Services

shall be furnished, (iv) Exhibit C may be amended to modify add to or delete the description of a Special Service or Exhibit B may be amended to modify, add to or delete the description of a Neighborhood Wide Service by action of the Umbrella Association Board and the affirmative vote of Voting Members representing at least 75% of the Dwelling Units which receive the Special Service or which are part of the Neighborhood to which the Neighborhood Wide Services are provided, as applicable and (v) Exhibits B, C and D may be supplemented by the Declarant as provided in Article Nine. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall be effective until properly Recorded.

d. By the affirmative vote of seventy-five percent (75%) of the owners of Fairway Ridge Properties, Section 6.10 of the Umbrella Declaration is to be stricken, deleted, and abolished in its entirety.

NOW, THEREFORE, Fairway Ridge Homeowners Association does hereby supplement and amend The Umbrella Declaration For Fairway Ridge Homeowners Association as follows:

1. **Amendment To Paragraph 6.10.** Section 6.10 - Central Recreational Facility Fee of the Umbrella Declaration, is hereby stricken, deleted, and abolished in its entirety, and any and all obligations of the Fairway Ridge Homeowners Association with regard to the Central Recreational Facilities Agreement are hereby stricken, deleted, and abolished, effective upon the recording of this Supplement No. 6 to the Umbrella Declaration.

2. **Covenants To Run With The Land.** The Covenants, conditions, restrictions and easements contained in the Umbrella Declaration, as amended by this Supplement, shall run with and bind the premises.

3. **Continuation.** As expressly hereby amended, the Umbrella Declaration shall continue in full force and effect and in accordance with its terms.

Fairway Ridge Homeowners Association,
(An Illinois Not For Profit Organization)

By:

Its President

**SUPPLEMENT NO. 6 TO
THE UMBRELLA DECLARATION FOR
FAIRWAY RIDGE HOMEOWNERS ASSOCIATION**

This Supplement is made and entered into by the Fairway Ridge Umbrella Association, an Illinois not for profit corporation ("Fairway Ridge Homeowners Association").

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b. The Umbrella Declaration was Supplemented and Amended by the following Documents:

Title of Document	Dated Recorded	Document No.
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Supplement No. 2 To Umbrella Declaration	09/09/91	3156140
Supplement No. 3 To Umbrella Declaration	05/18/92	3158989
Supplement No. 4 To Umbrella Declaration	08/31/92	3205954
Supplement No. 5 To Umbrella Declaration	09/23/94	3595504

c. Section 12.02 of the Umbrella Declaration provides:

Subject to Section 12.01 and Article Thirteen, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members or by an instrument executed by Owners, representing at least Seventy-Five Percent (75%) of the Dwelling Units; except that (i) the provisions of this Section 12.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) Article Nine, Article Ten, or any other provisions relating to the rights of Declarant may be amended only upon the written consent of the Declarant, (iii) Exhibit C may be amended to provide that Special Services being furnished by the Umbrella Association shall be furnished to additional Dwelling Units by the affirmative vote of at least two-thirds of the members of the Umbrella Association Board then serving and the affirmative vote of all Voting Members representing all Dwelling Units to which such Special Services

shall be furnished, (iv) Exhibit C may be amended to modify add to or delete the description of a Special Service or Exhibit B may be amended to modify, add to or delete the description of a Neighborhood Wide Service by action of the Umbrella Association Board and the affirmative vote of Voting Members representing at least 75% of the Dwelling Units which receive the Special Service or which are part of the Neighborhood to which the Neighborhood Wide Services are provided, as applicable and (v) Exhibits B, C and D may be supplemented by the Declarant as provided in Article Nine. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall be effective until properly Recorded.

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NOW, THEREFORE, Fairway Ridge Homeowners Association does hereby supplement and amend The Umbrella Declaration For Fairway Ridge Homeowners Association as follows:

1. **Amendment To Paragraph 6.10.** Section 6.10 - Central Recreational Facility Fee of the Umbrella Declaration, is hereby stricken, deleted, and abolished in its entirety, and any and all obligations of the Fairway Ridge Homeowners Association with regard to the Central Recreational Facilities Agreement are hereby stricken, deleted, and abolished, effective upon the recording of this Supplement No. 6 to the Umbrella Declaration.

2. **Covenants To Run With The Land.** The Covenants, conditions, restrictions and easements contained in the Umbrella Declaration, as amended by this Supplement, shall run with and bind the premises.

3. **Continuation.** As expressly hereby amended, the Umbrella Declaration shall continue in full force and effect and in accordance with its terms.

Fairway Ridge Homeowners Association,
(An Illinois Not For Profit Organization)

By: _____
Its President

pritzker p307-040R jtc 003r
9/1/88

CENTRAL RECREATIONAL FACILITIES
AGREEMENT

THIS AGREEMENT is made as of this 6th day of September, 1988 between CAMBRIDGE HOMES, INC., a Illinois Corporation ("Cambridge"), and HEATHERBRIDGE DEVELOPMENT COMPANY, a Delaware corporation ("HDC").

WITNESSETH:

A. Cambridge is the owner of/the Cambridge Property (as hereinafter defined) or has a contractual right to purchase

B. HDC is the owner of the Central Recreational Facility (as hereinafter defined).

C. The use of the Central Recreational Facility is governed by and subject to the terms and provisions of the Declaration (as hereinafter defined).

D. Cambridge intends to construct upon the Cambridge Property Cambridge Dwelling Units (as hereinafter defined) and convey the same to Cambridge Owners (as hereinafter defined).

E. Cambridge has requested that HDC grant to each Cambridge Owner the non-exclusive right to use and enjoy certain of the facilities of the Central Recreational Facility, and HDC, subject to the terms and provisions of this Agreement, has agreed to grant to each Cambridge Owner the non-exclusive right to use and enjoy such certain of the facilities of the Central Recreational Facility.

NOW, THEREFORE, in consideration of the provisions of this Agreement, HDC and Cambridge hereby agree as follows:

1. Definitions The following terms shall have the following meanings for purposes of this Agreement:

This Agreement Prepared By
and After Recording Return To:

Joel T. Cooper, Esq.
Greenerberger, Krauss & Jacobs, Chtd.
180 North LaSalle Street, Suite 2700
Chicago, Illinois 60601

Permanent Real Estate
Tax Index Numbers:

07-28-100-009

(i) "Cambridge Central Recreational Facility Fee" shall mean the fee which each Cambridge Owner shall be obligated to pay to the Central Recreational Facility Owner for the right to use and enjoy certain of the facilities of the Central Recreational Facility as more fully described in Paragraph 4 below.

(ii) "Cambridge Dwelling Unit" shall mean a residential unit, intended for use as a dwelling by one Family (as hereinafter defined), located on a portion of the Cambridge Property and which is occupied by a Resident or for which a certificate of occupancy (whether such certificate of occupancy be a permanent or temporary certificate) has been issued by the Village of Gurnee, Illinois.

(iii) "Cambridge Owner" shall mean a Record owner, whether one or more persons, of fee simple title to any Cambridge Dwelling Unit. Cambridge shall be the Cambridge Owner with respect to any Cambridge Dwelling Units which have not been conveyed by Cambridge.

(iv) "Cambridge Property" shall mean that portion of the property legally described on Exhibit A attached hereto which at any time is not submitted to the Declaration (as defined below).

(v) "Central Recreational Facility" shall mean that certain property legally described on Exhibit B attached hereto, together with all improvements thereon, rights appurtenant thereto and all personal property used in connection with the operation thereof, as the same may be amended from time to time as provided in the Declaration, and subject to the foregoing, the Central Recreational Facility shall include a golf course, tennis courts and a recreational center.

(vi) "Central Recreational Facility Owner" shall mean the Person who from time to time is the Record owner of the Central Recreational Facility, it being hereby acknowledged that HDC is the Central Recreational Facility Owner as of the date hereof.

(vii) "Cost Index" shall mean the index of Hourly Earnings of Custodial and Material Movement Workers in Chicago, Illinois, Standard Metropolitan Statistical Area, published by the U.S. Department of Labor, Bureau of Labor Statistics. The base Cost Index shall be the sum of the mean of the hourly earnings as of the date of the Declaration as published in Table A-5 of the Area Wage Survey, Chicago, Illinois Metropolitan Area, Bulletin 1795-27. Whenever it is necessary hereunder to determine the ratio of the then current Cost Index to the Cost Index as of the date of the Declaration, such ratio shall be determined

by dividing the sum of the mean of the hourly earnings as of the then most recently published Cost Index of the categories listed therein by the sum of the mean of the hourly earnings of the corresponding categories and in the amounts listed in Exhibit C to the Declaration. If the Cost Index shall cease being published, such other index or standard selected by the Central Recreational Facility Owner, in its discretion, as shall most nearly approximate the measurement theretofore made by the Cost Index shall be used as the Cost Index hereunder.

(viii) "Declaration" shall mean that certain Umbrella Declaration of Covenants, Conditions, Restrictions and Easements for HeatherRidge dated June 24, 1975 and recorded in the Office of the Recorder of Deeds, Lake County, Illinois as Document 1714903, as the same may have been heretofore and hereafter may be amended.

(ix) "Family" shall mean one person or more than one person each related to the other by blood, marriage, or law, and including foster children, together with such relative's respective spouses, who are living together, and up to and including three persons not so related, provided, that such persons maintain a common household.

(x) "HeatherRidge Central Recreational Facility Fee" shall mean the fee which each HeatherRidge Owner from time to time shall be obligated to pay to the Central Recreational Facility Owner under the Declaration for the right to use and enjoy the Central Recreational Facility.

(xi) "HeatherRidge Dwelling Unit" shall mean a residential unit, intended for use as a dwelling by a Family, located on a portion of the HeatherRidge Property and for which a certificate of occupancy has been issued by the Village of Gurnee, Illinois.

(xii) "HeatherRidge Owner" shall mean a Record owner, whether one or more persons, of fee simple title to any HeatherRidge Dwelling Unit.

(xiii) "HeatherRidge Property" shall mean that certain property which is now or hereafter submitted to the Declaration.

(xiv) "HeatherRidge Umbrella Association" shall mean HeatherRidge Umbrella Association, an Illinois not-for-profit corporation.

(xv) "Non-Owners" shall mean a Person other than a HeatherRidge Owner, a Cambridge Owner or a Resident.

(xvi) "Person" shall mean a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(xvii) "Record" shall mean as recorded in the Office of the Recorder of Deeds, Lake County, Illinois.

(xviii) "Resident" shall mean an individual who resides in a HeatherRidge Dwelling Unit or Cambridge Dwelling Unit, as the case may be, who is either the respective HeatherRidge or Cambridge Owner, a tenant of such HeatherRidge or Cambridge Owner or a member of the Family of any such HeatherRidge or Cambridge Owner or tenant.

(xix) "Rules and Regulations" shall mean the reasonable rules and regulations as may be adopted from time to time by the Central Recreational Facility Owner governing the use and enjoyment of the Central Recreational Facility, which Rules and Regulations shall be posted in a prominent place in the Central Recreational Facility or otherwise shall be made available to or brought to the attention of all Residents.

(xx) "Village" shall mean the Village of Gurnee, Illinois.

2. Right to Use Central Recreational Facility. Pursuant to the authority granted to HDC, as the Central Recreational Facility Owner, under Section 4.03 of the Declaration, HDC hereby grants to each Cambridge Owner the rights herein described to use and enjoy certain facilities of the Central Recreational Facility. The classrooms, workshops, and classes conducted at the Central Recreational Facility shall be available to and used only by HeatherRidge Owners, and Cambridge Owners shall not have any rights to use and enjoy such facilities or to participate in any such classes. All other facilities of the Central Recreational Facility shall be made available to each Cambridge Owner on a non-exclusive basis with HeatherRidge Owners, and, to the extent allowed under the Declaration, Non-Owners, for their mutual use and enjoyment, which use by the Cambridge Owners shall be subject to the provisions of this Agreement and further subject to such Rules and Regulations as from time to time shall be adopted by the Central Recreational Facility Owner. The Central Recreational Facility Owner shall determine the priority of the use of the Central Recreational Facility among HeatherRidge Owners, Cambridge Owners and Non-Owners but such priority shall not discriminate against Cambridge Owners.

3. Delegation of Use. Subject to the Rules and Regulations, a Cambridge Owner may delegate his right to use and enjoy the Central Recreational Facility (but no such delegation shall relieve a Cambridge Owner of his duties and obligations under this Agreement) to Residents of his Dwelling Unit, such delegation to be in writing and delivered to the Central Recreational

or to a contract purchaser

Facility Owner. A Cambridge Owner shall delegate his rights to tenants and contract purchasers of his Cambridge Dwelling Unit who are Residents. A Cambridge Owner who has assigned its rights hereunder to its tenant and who is not a Resident of his Cambridge Dwelling Unit, and guests of a Cambridge Owner and of a Resident may use the Central Recreational Facility only as permitted under the Rules and Regulations.

4. Cambridge Central Recreational Facility Fee. Cambridge, for itself and on behalf of each Cambridge Owner of each Cambridge Dwelling Unit, hereby covenants and agrees, and each Cambridge Owner of each Cambridge Dwelling Unit by acceptance of a deed or other instrument of conveyance therefor (whether or not the same shall be expressed in any such deed or other instrument of conveyance) shall be and hereby is deemed to covenant and agree, to pay to the Central Recreational Facility Owner a monthly Cambridge Central Recreational Facility Fee in an amount equal to one hundred ten percent (110%) of the highest HeatherRidge Central Recreational Facility Fee payable from time to time by HeatherRidge Owners, which Cambridge Central Recreational Facility Fee shall change as and when the HeatherRidge Central Recreational Facility Fee is adjusted by reason of a change in the Cost Index as more fully described in Section 4.07 of the the Declaration. The monthly Cambridge Central Recreational Facility Fee for each Cambridge Dwelling Unit shall be paid by each Cambridge Owner commencing on the first (1st) day of the first (1st) calendar month following the earlier to occur of (i) ~~substantial completion of construction of such Cambridge Dwelling Unit (whether or not a temporary or final certificate of occupancy has been issued for such Cambridge Dwelling Unit by the Village),~~ ^{issuance of} (i) ~~substantial completion of construction of such Cambridge Dwelling Unit (whether or not a temporary or final certificate of occupancy has been issued for such Cambridge Dwelling Unit by the Village),~~ ^{issuance of} (ii) occupancy of such Cambridge Dwelling Unit by a Resident, or (iii) conveyance by Cambridge to such Cambridge Owner of his respective Cambridge Dwelling Unit (written notice of ~~such substantial completion of construction,~~ ^{the issuance of such occupancy certificate} occupancy or conveyance being delivered by Cambridge to the Central Recreational Facility Owner not later than two (2) days after such occupancy or conveyance), and payment by such Cambridge Owner of such monthly Cambridge Central Recreational Facility Fee thereafter shall continue on the first (1st) day of each succeeding calendar month. Notwithstanding the foregoing, from and after the date Cambridge conveys title to any Cambridge Dwelling Unit to any Person other than a Person affiliated (whether directly or indirectly) with Cambridge, Cambridge shall have no obligation for payment to the Central Recreational Facility Owner of Cambridge Central Recreational Facility Fees thereafter due in respect of the Cambridge Dwelling Unit so conveyed; provided, the foregoing shall not act to release Cambridge from any obligation for such Fees which have accrued hereunder prior to the date of such conveyance. If the HeatherRidge Umbrella Association shall acquire the Central Recreational Facility pursuant to the exercise of its rights under Section 4.10 of the Declaration, or otherwise, the parties hereto acknowledge that the HeatherRidge Central Recreational Facility Fee payable by HeatherRidge Owners shall abate. In such

event, the Cambridge Central Recreational Facility Fee payable by Cambridge Owners following such acquisition shall be in an amount equal to one hundred ten percent (110%) of the highest HeatherRidge Central Recreational Facility Fee which would have been payable from time to time under the Declaration (as such fee would have been adjusted for changes in the Cost Index as provided in the Declaration) by HeatherRidge Owners had the HeatherRidge Umbrella Association not acquired the Central Recreational Facility. Unless otherwise directed in writing by the Central Recreational Facility Owner, each Cambridge Owner shall pay directly to the Central Recreational Facility Owner his respective Cambridge Central Recreational Facility Fee.

5. Security Deposit for Cambridge Central Recreational Fees. From and after the date upon which the Cambridge Central Recreational Facility Fee first becomes due and payable in respect of any particular Cambridge Dwelling Unit as set forth in Paragraph 4 above, the Cambridge Owner of such particular Cambridge Dwelling Unit shall maintain a security deposit (the "Cambridge CRF Security Deposit") with the Central Recreational Facility Owner in an amount determined from time to time by the Central Recreational Facility Owner, which amount shall in no event be less than six (6) times the then monthly Cambridge Central Recreational Facility Fee payable hereunder. The Cambridge CRF Security Deposit shall be retained by the Central Recreational Facility Owner in a non-segregated account and no interest shall be payable to the Cambridge Owners in respect thereof. The Cambridge CRF Security Deposit shall serve as security for the payment by each Cambridge Owner of the Cambridge Central Recreational Facility Fee and for the payment of any user charges due from the Cambridge Owner to the Central Recreational Facility Owner as described in Paragraph 6 below. If the Cambridge CRF Security Deposit shall be or become less than the amount required under the first sentence of this Paragraph 5, including, without limitation, because of an increase in the amount of the Cambridge Central Recreational Facility Fee or an application of the Cambridge CRF Security Deposit to pay delinquencies to the Central Recreational Facility Owner, the Cambridge Owner shall, upon demand, promptly pay the deficiency to the Central Recreational Facility Owner, the obligation to pay such deficiency being personal to the Cambridge Owner and secured by the lien rights described in Paragraph 7 below. In the event of the transfer of ownership of a Cambridge Dwelling Unit, the Cambridge CRF Security Deposit of the transferor (less any amounts then due the Central Recreational Facility Owner) shall be refunded to such transferor upon (i) the written request of the transferor (such written request to be delivered to the Central Recreational Facility Owner not less than five (5) days prior to the subject transfer), and (ii) receipt by the Central Recreational Facility Owner of the Cambridge CRF Security Deposit of the transferee. If the provisions of the preceding sentence are not complied with within thirty (30) days after the effective date of the transfer of ownership of a Cambridge Dwelling Unit, then the amount of the Cambridge CRF Security Deposit of the

transferor shall be conclusively deemed to have been assigned and transferred by the transferor to the account of the transferee, and if same is less than the Cambridge CRF Security Deposit then required for the Cambridge Dwelling Unit, the transferee shall pay the difference to the Central Recreational Facility Owner in accordance with the provisions of this Paragraph 5.

6. Cambridge User Fees. In addition to the payment by each Cambridge Owner of the Cambridge Central Recreational Fee described in Paragraph 4 above, the Central Recreational Facility Owner shall have the right to charge to all Cambridge Owners user fees for the use of the facilities of the Central Recreational Facility. Such user fees shall be in an amount equal to one hundred ten percent (110%) of the highest user fees from time to time charged to HeatherRidge Owners, as the same may from time to time be established and charged by the Central Recreational Facility Owner. If the HeatherRidge Umbrella Association shall succeed to the ownership of the Central Recreational Facility and by reason thereof HeatherRidge Owners are no longer being charged user fees, Cambridge Owners nevertheless shall be obligated to continue to pay user fees hereunder in an amount from time to time reasonably determined by the HeatherRidge Umbrella Association (as the then Central Recreational Facility Owner), with such user fees being determined by the HeatherRidge Umbrella Association on a fair and equitable basis taking into account, among other things, historical user fees charged by the Central Recreational Facility Owner to Cambridge Owners, HeatherRidge Owners and Non-Owners and user fees charged for use of comparable private and semi-private recreational facilities in the general surrounding communities located within thirty (30) miles of the Central Recreational Facility. User fees shall be collected from Cambridge Owners at the time and in the manner therefor as established by the Central Recreational Facility Owner under the Rules and Regulations from time to time in effect.

7. Enforcement of Payment of Cambridge Central Recreational Facility Fee, Cambridge CRF Security Deposit and User Fees. To further secure the payment to the Central Recreational Facility Owner of the Central Recreational Facility Fees described in Paragraph 4 above, the Cambridge CRF Security Deposit described in Paragraph 5 above and the user fees described in Paragraph 6 above, together with interest thereon and costs of collection as described below, Cambridge, for itself and on behalf of each Cambridge Owner hereby grants, and each Cambridge Owner of a Cambridge Dwelling Unit by acceptance of a deed or other instrument of conveyance therefor (whether or not it shall be so expressed in any such deed or other instrument of conveyance) shall be and is hereby deemed to re-affirm such grant of, a continuing lien and charge upon each Cambridge Dwelling Unit in favor of the Central Recreational Facility Owner and each owner at any time and from time to time of the Central Recreational Facility. The lien granted hereunder shall be subordinate to the lien of any first mortgage at any time placed upon any Cambridge Dwelling Unit and shall be prior to any lien,

for assessments levied by any residential association on any Cambridge Dwelling Unit. Such lien shall not be affected by any sale or transfer of a Cambridge Dwelling Unit, except that a sale or transfer pursuant to a decree of foreclosure of a first mortgage or in lieu of foreclosure of a first mortgage shall extinguish such lien as to any amounts which became payable prior to such foreclosure sale or transfer in lieu of foreclosure. Any sale or transfer pursuant to a decree of foreclosure or in lieu of foreclosure shall not relieve the purchaser or transferee of a Cambridge Dwelling Unit from liability for, nor the Cambridge Dwelling Unit so sold or transferred from the lien of, any Cambridge Central Recreational Facility Fees or user fees (or any other amount payable hereunder) thereafter coming due. If any Cambridge Owner shall fail to pay to the Central Recreational Facility Owner any portion of his respective Cambridge Central Recreational Facility Fee, any user fees or any other amount which may be payable hereunder, the amount not paid shall be deemed delinquent, and, if the same is delinquent for thirty (30) days or more, such delinquent amount shall bear interest at the highest legal contract rate of interest then permitted in Illinois or at the then corporate base rate (as the same may change from time to time) in effect at The First National Bank of Chicago, Chicago, Illinois, plus two percent (2%) per annum, whichever is less, from the due date thereof to the date when paid. Additionally, in consequence of such delinquency, the Central Recreational Facility Owner (i) from the date of delinquency and prior to the expiration of the applicable grace period, may suspend the rights granted under this Agreement of the defaulting Cambridge Owner to use the Central Recreational Facility, and/or (ii) may bring an action against the defaulting Cambridge Owner personally to recover such delinquent amount (together with interest thereon and costs and reasonable attorneys' fees incurred by the Central Recreational Facility Owner in any such collection action, which amounts shall be included in any judgment rendered in such action), and/or (iii) may enforce and foreclose its lien securing payment of such amount plus interest thereon and such other costs of collection as described above. No Cambridge Owner may waive or otherwise escape liability for any amounts payable under this Agreement by non-use of the Central Recreational Facility or by abandonment or transfer of his Dwelling Unit.

8. Termination of Agreement. If at any time

(i) the Central Recreational Facility is no longer subject to the terms and provisions of the Declaration, or

(ii) there occurs a taking or condemnation by competent public authority of all or a material portion of the Central Recreational Facility or conveyance in lieu of such taking (in any of which events no Cambridge Owner shall have any interest in any award or proceeds paid on account thereof), or

(iii) there occurs by reason of fire or other casualty any material damage to or loss or destruction of the Central Recreational Facility and the Central Recreational Facility Owner elects not to restore or rebuild the same (and no Cambridge Owner shall have any interest in any insurance proceeds payable on account thereof),

then this Agreement shall automatically terminate thirty (30) days after the occurrence of the event giving rise to such termination, in which event the Cambridge CRF Security Deposit (to the extent not theretofore applied) in respect of each Cambridge Dwelling Unit shall be returned to the then Cambridge Owner of such Cambridge Dwelling Unit and no Cambridge Owner thereafter shall have any rights under this Agreement to the use and enjoyment of any facility of the Central Recreational Facility.

9. Binding Effect. This Agreement shall be deemed to be a covenant running with the land comprising both the Cambridge Property and the Central Recreational Facility and shall inure to the benefit of and be binding on and enforceable by the Central Recreational Facility Owner, each owner at any time and from time to time of all or any portion of the Cambridge Property, each Cambridge Owner and each of their respective successors, assigns, personal representatives, heirs and legatees.

10. Authority. Each of the parties hereto represent and warrant to the other that it is duly authorized and empowered to execute, deliver and perform this Agreement and such execution, delivery and performance will not result in a breach of or default under or acceleration of any agreement to which it is a party or by which it is bound.

IN WITNESS WHEREOF, HDC and Cambridge have signed and delivered this Agreement as of the day and year first above written.

Cambridge:

CAMBRIDGE HOMES, INC.,
an Illinois corporation

By: Doug Brown

Title: Senior Vice Pres

HDC:

HEATHERRIDGE DEVELOPMENT
COMPANY, a Delaware
corporation

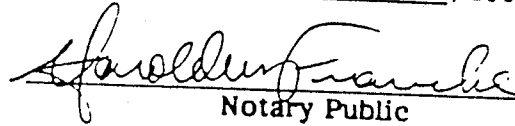
By: Donald H. Hester

Title: Pres

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Harold W. Francke a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Douglas Brown, personally known to me to be the S. Vice President of CAMBRIDGE HOMES, INC., a corporation of the State of Illinois, whose name is subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such S. Vice President, he signed and delivered the said Instrument of writing as S. Vice President of said Corporation to be thereunto affixed, as his free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 7th day of December, 1988.


Notary Public

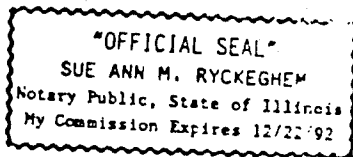
My Commission Expires:

1/15/90

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

I, Sue Ann M. Ryckeghem a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald H. Malowick, personally known to me to be the _____ President of HEATHERRIDGE DEVELOPMENT COMPANY, a corporation of the State of Delaware, whose name is subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such _____ President, he signed and delivered the said Instrument of writing as _____ President of said Corporation to be thereunto affixed, as his free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 18th day of Jan, 1989



Sue Ann M. Ryckeghem
Notary Public

My Commission Expires:
