

AMENDED DECLARATION OF RESTRICTIONS
ON LOTS IN TAMARACK FAIRWAYS
UNITS 2, 3, 4, 5, 6 AND 7

Adopted November 14, 2005

Reviewed May 19, 2008

WHEREAS the lot owners are the owners of real estate hereinafter described, and

WHEREAS it is the desire of the owners to protect the current and future owners of said parcels of real estate and dwellings which may be constructed thereon with certain restrictions and protective covenants to the end that the subdivision will develop in a desirable manner so that aesthetic and financial values relating to the property shall be maintained,

NOW, THEREFORE, in consideration of the premises, said owners do hereby declare and establish the revised restrictions and protective covenants which follow hereinafter against each of the parcels of real estate described hereafter and do hereby declare that after the date of recordation, current and subsequent owners shall hold title to said real estate subject to these revised building restrictions and protective covenants.

Said revised restrictions and protective covenants affect the following described parcels of real estate: Lots 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, and 38 in Tamarack Fairways Unit Two, being a subdivision in part of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian, in Wheatland Township, Will County, Illinois; Lots 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58 and 59 in Tamarack Fairways Unit Three, being a subdivision of that part of the South half of the North half of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian according to the plat thereof recorded June 29, 1987, as Document No. R87A35374 in the Will County Recorder's Office, in Will County, Illinois, and Lots 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83 and 84 in Tamarack Fairways Unit Four, being a subdivision of that part of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded June 29, 1987, as Document No. R87A35375 in the Will County Recorder's Office in Will County, Illinois, and Lots 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134 and 135 in Tamarack Fairways Unit Five, being a subdivision in part of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian in Wheatland Township, Will County, Illinois, according to the plat thereof recorded December 2, 1987, as Document No. R87A66288 in Will County, Illinois, and Lots 85, 136, 137,

138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191 and 192 in Tamarack Fairways Unit Six, being a subdivision in part of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 2, 1987, as Document No. R87A66289 in the Will County Recorder's Office, in Will County, Illinois, and Lots 193, 194, 195, 196, 197, 198, 199, 200 and 201 (all 3 sub-lots), in Tamarack Fairways Unit 7, a subdivision in the South East 1/4 of Section 16, Township 37 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded October 17, 1989, as Document Number R89A53358, in Will County, Illinois.

ARTICLE I

Section 1. Lots within the Property shall be used for single family residences and for no other purpose. No other structure shall be constructed on any lot prior to such residence being erected. "Lot" shall mean and refer to any plot of land designated as a numbered lot upon any recorded subdivision plat or map of the Property. No commercial enterprise of any type whatsoever shall be permitted or maintained on any of the lots. Model homes may be maintained only for a period of not more than one year after completion of said home without having been listed for sale in the Multiple Listing Service. For purposes of this declaration, a home office which is not designated by exterior signs and does not create additional vehicle traffic will not be considered a commercial enterprise.

Section 2. Other than the residence, there shall be no obstruction or structures erected on any lot without the prior written approval of the Architectural Beautification Committee. No cyclone fences will be allowed. No stockade fences will be allowed except around swimming pools. Any fencing, including exterior fencing on the perimeter of the subdivision, shall be subject to the approval of and within the specifications set forth by the Architectural Beautification Committee.

Section 3. No one story residence shall be erected comprised of less than 2,400 square feet of area, exclusive of accessory buildings, such as garages, breezeways, porches and carports. Two story residences shall be comprised of not less than 3,000 square feet of area, exclusive of accessory buildings, such as garages, breezeways, porches and carports. Bi-level homes shall be comprised of not less than 2,100 square feet of area, on the sum of any two levels exclusive of accessory buildings, such as garages, breezeways, porches and carports. No prefabricated, manufactured, existing structures, log homes or log sided homes shall be erected, and all residences shall have an attached garage accommodating a minimum of three automobiles.

Section 4. No lot abutting or adjacent to the golf course shall have erected thereon any fence, wall, barrier or structure of any type, material or description, within 40 feet of the golf course property line, except that, with the approval of the Architectural Beautification Committee, an appropriate barrier not to exceed one foot in height may be erected.

Section 5. The owners of lots abutting or adjacent to the golf course, their grantees, successors and assigns, shall not give unreasonable interference to any golfer retrieving a misplayed ball from their property within 40 feet of the golf course property line.

Section 6. Homeowner of a lot in Tamarack Fairways Units No. 2, 3, 4, 5, 6 and 7 shall complete all sidewalk improvements designated on engineering improvement plans for the subdivision, no later than 30 days from the date of issuance of Will County occupancy permit. All driveways shall be paved concrete, bituminous or brick pavers and shall be completed not later than 30 days from the issuance of Will County occupancy permit. Any homeowner may apply in writing to the Architectural Beautification Committee for an extension of this time period.

Section 7. The parking of any vehicle shall be restricted to only those vehicles which can be accommodated within the lot's closed garage. Camping trailers, boats, mobile homes and other recreational vehicles may be parked for a period not to exceed 48 hours for maintenance or other purposes. The parking of restricted vehicles by visitors will be permitted for a period not to exceed seven days.

Section 8. No more than two commercial or instructional signs of any kind in excess of four square feet shall be displayed to the public view on any lot, except one sign of not more than 12 square feet advertising the property for sale or rent.

Section 9. No animals, livestock, poultry, fowl or pigeons of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No dog kennels or dog runs of any type shall be kept or maintained on any of the lots and no household pets of any type whatsoever shall be kept, maintained or housed anywhere on any of the lots, except inside the dwelling unit. Owners of household pets shall be responsible for cleaning up after their pets and shall repair and pay for any damage caused by their pets.

Section 10. All lots, including vacant lots, shall be maintained at the minimum standards as set forth by the appropriate governmental ordinance. Trash, garbage or other waste shall not be kept, except in sanitary containers which must be properly maintained. No trash, garbage or other waste containers shall be stored,

kept or maintained anywhere, except within the dwelling units or the garages on each of the lots, except on such days, or after 7 p.m. on the evening prior to such days, as trash, garbage or other waste material is to be collected and removed.

Section 11. No drilling, except for owner's water wells, or mining operations of any type whatsoever shall be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the lots.

Section 12. No exterior television antennas or radio antenna towers shall be erected or installed and maintained, temporarily or permanently. Satellite dishes and other ancillary communication devices properly disguised and screened may be permanently affixed to the property with the prior approval of the Architectural Beautification Committee.

Section 13. No above ground swimming pools of any type whatsoever shall be erected or installed upon any residential parcel of land within the Property.

Section 14. No attachments, structures, appendages or other such devices shall be erected, attached or placed on the lots for the primary purpose of hanging clothes and/or other items for the sole purpose of drying same.

Section 15. Each homeowner shall have six months following occupancy of the residence to sod or seed grass on the lot. Any homeowner may apply in writing to the Architectural Beautification Committee for an extension of this time period.

Section 16. All structures to be erected shall comply with all government regulations, including zoning and building codes.

Section 17. The Board of Directors of the Homeowners' Association shall have the right, at its sole discretion, to appoint an architectural review committee (herein referred to as the "Architectural Beautification Committee") and shall require architectural review of all buildings and structures to be erected in the Property. No building or other structures shall be commenced, erected or maintained, nor shall any exterior changes or alteration therein be made prior to written approval by the Architectural Beautification Committee. The builder and lot owner shall submit the following information (a) construction plans and specifications, showing the nature, kind, shape, height, materials and color scheme of the building or structure; (b) a plat or survey showing the location on the lot of the building or structure as surveyed by any surveyor specified by the lot owner, and (c) a grading plan as engineered and drawn by any engineer specified by the lot owner. The Architectural Beautification Committee shall have the right to reasonably refuse the approval of any such construction it determines is not suitable or desirable for the Property

based on aesthetic considerations or other factors. Construction or alteration without said approval shall be a violation of these covenants and shall be subject to the provisions of Article II, Section 11. A report in writing setting forth the decision of the Architectural Beautification Committee and the reason therefore shall thereafter be transmitted to the applicant by the Architectural Beautification Committee within 15 days after the date of filing the plans, specifications and other information by the applicant. In the event the Architectural Beautification Committee fails to approve or to disapprove such application within 15 days after the date of filing the plans, specifications and other information, its approval will not be required and this section will be deemed to be complied with.

The bylaws of the Architectural Beautification Committee shall set forth the general powers of the Committee; the number, tenure and qualification of members and term of office; manner of appointment or election; manner of removal and method of operation of the Committee. In the event an Architectural Beautification Committee is not established, or ceases to function or exist for any reason or time, the Board shall assume and fulfill all duties and responsibilities as stated in these Declarations.

ARTICLE II HOMEOWNER ASSOCIATION

Section 1. Tamarack Fairways Homeowners' Association has been incorporated under the "General Not-For-Profit Corporation Act" of the State of Illinois to provide for the operation, maintenance and repair of the property under its authority as designated herein.

Section 2. It is fully understood and agreed that Lots 1 and 2 in Tamarack Fairways Unit 1; Lots 39, 40, 41, 42 and 43 in Tamarack Fairways Unit 2 are specifically excluded by the Declaration of Restrictions and this Amended Declaration of Restrictions and are in no way affected thereby.

Section 3. The Homeowners' Association shall be the governing body for all the lot owners in the Property. It shall exercise all powers necessary to fulfill its obligation as delineated in this Declaration, its articles and bylaws.

Section 4. Every person or entity who or which is a record owner of an occupied house in the Property shall be a member of the Homeowners' Association irrespective of the inclusion, exclusion, the incorporation by reference or any specific expression or lack thereof to that effect in the deed or other documents or conveyance. Membership is appurtenant to and shall not be separate from ownership of an occupied house. Thus, membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of an

occupied house in the Property, at which time the new owner shall automatically become a member of the Homeowners' Association.

Every person or entity who or which is a record owner of an unimproved lot may elect to become a member of the Homeowners' Association. If so elected, membership is appurtenant to and shall not be separate from ownership of an unimproved lot. Thus, membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of an unimproved lot in the Property.

If more than one person or entity is the record owner of an occupied house in the Property, all such persons or entities shall be members of the Homeowners' Association. Each member of the Homeowners' Association shall be bound by and shall observe the terms and provisions of this Declaration, the articles of incorporation and bylaws of the Homeowners' Association and the rules and regulations promulgated from time to time by the Homeowners' Association or its Board of Directors.

Any person or entity who holds an interest in a lot in the Property merely as a security for the performance of an obligation or any person in possession of an occupied house by lease or rental agreement shall not be a member of the Homeowners' Association.

Section 5. The Homeowners' Association shall have one class of voting membership. Members shall be entitled to one vote for each lot owned. If more than one member is the record owner or contract purchaser of a lot in the Property, the vote for that lot shall be executed as those members among themselves determine. In no event shall more than one vote be cast with respect to any such lot.

Section 6. The Homeowners' Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners' Association against the member's lot remains unpaid.

Section 7. Meetings of the voting members shall be held as provided in the Homeowners' Association bylaws. Special meetings of the voting members may be called at anytime for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings may be called by the president of the Board of Directors or the voting members having in the aggregate, not less than one fourth of the total votes in the Homeowners' Association. Special meetings shall be held as provided in the Homeowners' Association bylaws. Unless otherwise expressly provided herein or required by the General Not For Profit Corporation Act, the articles of incorporation of the Homeowners' Association, or the bylaws of the

Homeowners' Association, any action may be taken at any meeting of the voting members at which a quorum is present, upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

Section 8. The affairs of the Homeowners' Association shall be managed by the Board of Directors. The bylaws of Homeowners' Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal and method of operation of the Board. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having two thirds of the total eligible votes.

Section 9. Each member in the Property by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Homeowner' Association regular assessments, fines or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular assessments provided for herein shall follow the calendar year. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made and shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due. The Board of Directors of the Homeowners' Association may, at any time, after consideration for current maintenance costs and future needs of the Homeowners' Association, fix the actual assessment for any year at any amount deemed appropriate, provided that, any such change shall have the assent of two thirds of the members of the Board of Directors at a meeting duly called for this purpose.

Section 10. The assessments levied by the Homeowners' Association shall be used for the purpose of promoting the health, safety and welfare of the residents of the Property, or for such other legitimate purposes as determined by the Board.

Section 11. In addition to the rights of the individual lot owners, the Homeowners' Association shall have standing to enforce any and all of the covenants and restrictions set forth herein. Each lot owner hereby agrees to assent to said standing and acknowledges that the Homeowners' Association may enforce said covenants and restrictions by an action in its own name in law or equity. Each lot owner further agrees that, in the event the Homeowners' Association or a lot owner is required to bring suit or other legal action, or defend any action, in connection with the enforcement of said covenants and restrictions, if the Homeowners' Association or lot owner is the successful party, the Homeowners' Association or lot

owner shall recover all its costs, including reasonable attorneys' fees, and other costs and expenses of litigation and discovery, from the persons or entity against whom such action is commenced or defended.

Section 12. The Board of Directors of the Homeowners' Association shall fix the date of commencement for new members and the amount of the assessment against those members for the initial assessment period. The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners' Association and shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto. The Homeowners' Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing, signed by an authorized officer of the Homeowners' Association, setting forth whether said assessment has been paid. Such certificate shall evidence payment of any assessment therein stated to have been paid.

Section 13. If the assessments are not paid on the date when due (being the date specified in Sections 9 and 12 hereof), then such assessments shall become delinquent and shall, together with such interest thereon and the costs of collection, including reasonable attorneys' fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land, touching and concerning it, which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representatives, assigns, successors and grantees and the limitation of the enforcement thereof shall coincide with the statutory limitation of the state of Illinois for the enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation to his successors in title, unless expressly assumed by them.

If the assessment is not paid within 30 days after the delinquency date, the assessment shall bear interest, at a rate to be determined from time to time by the board of directors, from the date of delinquency not to exceed the maximum rate of interest per annum permitted by the usury laws of the state of Illinois. The Homeowners' Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports. In the event a personal judgment or decree of foreclosure is obtained such judgment or decree shall include interest on the assessment as above provided, and a reasonable attorneys' fees to be fixed by the court, together with all costs of the action. The venue for all actions at law shall be in Will County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Homeowners' Association, the trustee shall furnish the Homeowners' Association with a certified copy of the trust agreement, so that the Homeowners' Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

Section 14. The following property subject to this Declaration shall be exempt from the assessments, charges and liens created herein: (a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (b) all property exempted from taxation by the laws of the state of Illinois, upon the terms and to the extent of such legal exemption.

ARTICLE III GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the owners of lots described herein full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowners' Association or any owner of any lot or lots subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of 30 years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods for 10 years unless an instrument signed by the then owners of two thirds of the lots has been recorded agreeing to change said covenants and restrictions in whole or in part No such agreement to change shall be effective unless made and recorded as provided in this Article III and unless written notice of the proposed agreement is sent to every lot owner at least 90 days in advance of any action taken.

Section 2. Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent with mail postpaid to the last known address of the person who appears as the lot owner on the records of the Will County Treasurer's Office at the time of such mailing.

Section 3. Each grantee by acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same, subject to all covenants, restrictions, easements, charges and liens and the jurisdiction, rights and powers created by this Declaration and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the rights

described in this Article or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. The provisions of this Declaration may be changed, modified or rescinded, when written notice of the proposed changes or modifications are sent to every lot owner at least 90 days in advance of any action taken. Such change, modification or rescission, must be signed by owners having at least two thirds of the lots in the subdivision.

Section 5. The change, modification or rescission accomplished under the provisions of the preceding paragraph shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Will County, Illinois.

Section 6. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of this subdivision.

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

Section 8. In the event any lot owner fails to remedy any violation of these covenants for more than seven days after written notice from the Board of Directors, the Board of Directors may levy an additional assessment against said lot owner in a sum not to exceed \$50 per day for each day the violation exists, and such additional assessments may be collected as specified under Section 9 of Article II.

Section 9. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.