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Page 1 of 42
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Mary Ellen Vanderventer Recorder
File **7213552**

RECORDER'S STAMP

WIMBLEDON ESTATES, LAKE BLUFF, ILLINOIS
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

THIS DECLARATION (the "Declaration") is made this 15th day of July, 2015, by Foxford 12, LLC, (hereinafter referred to as "Declarant") and Icon Building Group, LLC ("Lot 1 Owner").

PREAMBLES:

A. Declarant owns fee simple title to certain parcels of real estate in the Village of Lake Bluff, County of Lake, State of Illinois, which are lots 2, 3, 4, 5, 6, and 7, legally described in Exhibit "A" attached hereto and made a part hereof (the "Property") and Icon Building Group, LLC is the owner of Lot 1, legally described in Exhibit "A" attached hereto and made a part hereof (the "Property") and ; and

B. Declarant desires to develop a single family residential development on the Property to be known as the Wimbledon Estates Subdivision consisting of seven (7) lots (the "Development"); and

C. The the Declarant and Owner of Lot 1 have agreed to record a Declaration of Covenants against title to the Subdivision of all of the lots, which shall, amongst other things, establish the obligations of a homeowner's association relative to maintaining and replacing on an as needed basis certain Subdivision improvements which benefit all of the residents thereof; and

D. Declarant is desirous of submitting the Property to the provisions of this Declaration and Lot 1 Owner consents to submitting the Property to the provisions of this Declaration and Easement.

NOW, THEREFORE, Declarant and Lot 1 Owner hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth.

42

ARTICLE I

Definitions

When used in this Declaration, the following words and terms shall have the following meanings:

- 1.1 "Association" shall mean and refer to Wimbledon Estates Homeowner's Association, an Illinois not-for profit corporation, its successors and assigns.
- 1.2 "Board" shall mean and refer to the Board of Directors of the Association.
- 1.3 "By-Laws" shall mean those by-laws duly enacted by the Association which govern the Association in the form attached hereto as Exhibit "B".
- 1.4 "Contingency and Replacement Reserve" shall have the meaning set forth in Section 5.4.
- 1.5 "Declarant" shall mean and refer to Foxford 12, LLC.
- 1.6 "Detention Area" shall mean those portions of Lots 1 and 2 which are encumbered by the stormwater detention easement as shown on the Subdivision Plat.
- 1.7 "Dwelling" shall mean a residential building containing one dwelling unit only located on a Lot and intended for the shelter and housing of a single family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- 1.8 "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, accessory structures, driveways, pedestrian walkways, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.
- 1.9 "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Lot for the purposes of this Declaration.
- 1.10 "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.
- 1.11 "Maintenance Area" shall mean all real property and all improvements and fixtures thereto and all personal property owned by the Association for the common use and enjoyment of the Owners, including, without limitation, the real estate (and easements appurtenant thereto), landscaping, decorative streetlights, Stormwater Detention Facilities, and other improvements thereon. Maintenance Area also includes, but is not limited to, those areas designated as Common Area on the Subdivision Plat, including without limitation the landscaped island within the cul-de-sac road depicted as Outlot A on the Subdivision Plat, and that westerly portion of the public Right of Way located between Lots 3 and 5, as

depicted on the Subdivision Plat. Maintenance Area may also be designated on any amendments or supplements to this Declaration.

- 1.12 "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.
- 1.13 "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- 1.14 "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant to the extent Declarant owns Lots.
- 1.15 "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.
- 1.16 "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made a part hereof.
- 1.17 "Record Drawings" shall mean those final engineering drawing prepared by Mackie Consultants, LLC, reflecting as-built information, with latest revision date of November 23, 2010 and attached hereto as Exhibit "C".
- 1.18 "Stormwater Detention Facilities" shall mean the Detention Area; landscaping located within the Detention Area; the complete length of the outlet piping extending from the Detention Area from and including Flared End Section #19 (as identified on the Record Drawings) extending to and including Storm Manhole (MH) #24 and including Storm MH #20, Storm MH #21, Outlet Control Structure #22, Storm MH #24 and all connecting storm sewer between these manholes and structures along the length of the outlet piping; the length of inlet piping extending into the Detention Area from and including MH #17 to and including the Flared End Section #18; and the Overflow Drainage Route within the limits of the Public Utility and Drainage Easement and Utility Easement along the south end of Lot 1 of the Subdivision Plat .
- 1.19 "Subdivision Plat" shall mean the plat of subdivision approved by the Board of Trustees of the Village and recorded in the Office of the Recorder of Deeds of Lake County, State of Illinois on December 22, 2008 as document number 6419357 and attached hereto as Exhibit "D".
- 1.20 "Subdivision Plat Approval Ordinance" shall mean the ordinance approving the Subdivision Plat adopted by the Board of Trustees of the Village of Lake Bluff on June 23, 2008, as Ordinance Number 2008-18 and attached as Exhibit "E".
- 1.21 "Turnover Date" shall mean the date upon which the authority to appoint the Board passes to the Members, which shall be the first to occur of the following: (a) the date which is three (3) years after the recording of this Declaration, (b) the date that is no later than sixty (60) days after the conveyance by the Declarant of legal title to seventy-five percent (75%) of the Lots to Owners other than Declarant or an assignee of Declarant occurs, or (c) the date Declarant elects voluntarily to turn over to the Members the authority to appoint the Board.

1.22 "Village" shall mean the Village of Lake Bluff, State of Illinois.

ARTICLE II

Declaration Purposes and Property Subjected to Declaration

2.1 The Declarant desires to create on the Property a single-family development for future owners of Lots for the following general purposes:

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a single-family community by the imposition of the covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Property and the Owners.

(b) By the imposition of covenants, conditions and restrictions set forth herein and the reservation of certain powers as herein contained, Declarant intends to provide a plan for development of the Property which is intended to enhance and protect the single-family residential community.

(c) The Declarant desires to (i) prevent improper use of Lots which may depreciate the value of the Owner's property; (ii) prevent the construction of buildings containing improper or unsuitable materials; (iii) ensure adequate and reasonable development of the Property; (iv) encourage the construction of attractive improvements on the Property; (v) prevent haphazard and inharmonious development; and (vi) in general, provide for the highest quality environment for the Development.

(d) The Declarant desires to provide for the maintenance of the Maintenance Area including but not limited to the Stormwater Detention Facilities and the decorative streetlights.

2.2 To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration and the Subdivision Plat.

ARTICLE III

General Restrictions

3.1 All Lots shall be used only for Dwellings. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition, (ii) cause the prompt removal of all debris and refuse therefrom and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

3.2 None of the covenants, conditions, restrictions or provisions of this Declaration, the By-Laws, or any Association rules and regulations adopted by the Association supersede or prevail over the ordinances of general applicability of the Village, including without limitation the Subdivision Plat Approval Ordinance, and in the event of any conflict, the applicable ordinances of the Village, shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration,

the By-Laws and the Association rules and regulations. However, where this Declaration expressly restricts, limits, or prohibits uses which are otherwise permitted under applicable Village regulations, the terms of this Declaration shall control. In cases where the ordinances of the Village and the covenants and restrictions set forth in this Declaration differ in their degree of limitation or restriction, the more limiting or restrictive provision shall control. The Declarant and, after the Turnover Date, the Association shall comply with all Village ordinances and shall seek all necessary approvals and permits from the Village and other applicable governmental entities for any activities undertaken within the Maintenance Area, the Detention Area, and the Lots. All Improvements shall be constructed in accordance with all applicable Village and other governmental building and zoning codes, laws, ordinances, orders, decrees, rules and regulations, including without limitation the Subdivision Plat and the Subdivision Plat Approval Ordinance.

3.3 No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners.

3.4 Except as expressly provided herein, no temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall be located upon the Lots.

3.5 No Person shall accumulate on his Lot any derelict vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened. All unimproved Lots which remain unimproved for more than three (3) non-winter months shall be planted with grass which grass shall be maintained and cut regularly.

3.6 Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling or in a permitted accessory structure and their repair or maintenance shall not be permitted except within the confines of such garage or accessory structure.

3.7 No animals (other than common domestic household pets such as dogs and cats) shall be kept on any Lot or within the confines of any Improvement thereon. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

3.8 Each Owner shall keep all areas of the Lots designed or intended for the proper drainage, retention or detention of water, swale lines, and ditches, unobstructed and mowed regularly. No Owner shall alter the rate or direction of flow of water from any Lot whether by impounding water, changing grade, blocking or redirecting swales or drainage areas or through other means, except as specifically provided in the Subdivision Plat Approval Ordinance or otherwise approved by the Village. No trees, shrubbery, fencing, patios, structures, landscaping or other obstructions shall be installed, planted, placed or allowed to remain in the Detention Area except as specifically designated in the landscape plan approved by the Village pursuant to the Subdivision Plat Approval Ordinance, but plantings that comply with the water quality standards of the Lake County watershed development ordinance may be located adjacent to the Detention Area provided that such plantings are not located within the sloped sides of the Detention Area and do not interfere with the operation of the Stormwater Detention Facilities. The Stormwater Detention Facilities shall be maintained in accordance with the maintenance plan developed in accordance with the requirements of the Lake County watershed development ordinance and approved by the Village. Each Owner acknowledges, by acceptance of a Lot Deed, that any and all such drainage, retention or detention areas are for the benefit of the entire Property.

3.9 Grades within the public utility and drainage easements along the south end of Lot 1 as depicted on the Subdivision Plat shall be maintained as indicated on the Record Drawings. No improvements will be permitted within the public utility and drainage easements along the south end of Lot 1 which in the judgement of the Village will obstruct the flow of water along the overland drainage route as indicated on the Record Drawings.

3.10 No trees, shrubbery, fencing, patios, structures, lawn irrigation systems or other obstructions shall be located within that westerly portion of the public Right of Way located between Lots 3 and 5, as depicted on the Subdivision Plat. This 30-foot wide public Right of Way shall be planted only with turf grass and maintained, including without limitation regular mowing of the grass, by the Association.

3.11 Land areas in the public utility easements along the rear of Lots 4 and 5 and the west side of Lot 4 will be restricted from buildings, structures, surfaces improvements of any kind, lawn irrigation systems, and from further trees, shrubs, and miscellaneous landscaping improvements of any kind with the exception of turf grass; however the existing vegetated berm located in the westerly easement of Lot 4 shall remain. The Owners of Lots 4 and 5 are responsible for the maintenance of the referenced easement areas within their respective Lots.

3.12 Tree removal along the Wimbledon Court side of Lots 1 and 7 shall only be allowed in cases where deemed necessary for grade transitions as approved by the Village Engineer and Village Forester.

3.13 No driveways shall be constructed directly from Lot 1 or Lot 7 to Wimbledon Court. No Driveways shall be constructed within the limits of the 30-foot wide public right-of-way between Lots 3 and 5.

3.14 Basement Foundations in Lots 1 and 2 shall be a minimum of 25 feet from the high water elevation of the detention facility as shown on sheet 3 of the Record Drawings. Portions of the structures in Lots 1 and 2 constructed as slab on grade shall be a minimum of 10-feet from the high water elevation. No accessory structures shall be permitted within the stormwater detention easement.

3.15 No accessory structures or accessory buildings shall be permitted within 10 feet of the limits of the public utility easements along the rear of Lots 4 and 5 and the west side of Lot 4.

3.16 All fences shall comply with the requirements of Chapter 8 entitled "Fence Regulations," of Title 10, entitled "Zoning Regulations," of the Village of Lake Bluff Municipal Code, as may be amended from time to time. In addition, all fences shall be constructed of wrought iron or other metal or similar quality material and style (open not opaque) with the exception that opaque wooden fences will be permitted along the southwestern property lines of Lots 4 and 5 located adjacent to the Union Pacific Railroad Right-Of-Way, as depicted on the Subdivision Plat. In addition; no fences shall be erected in the following areas: within the limits of the stormwater detention easement on portions of Lots 1 and 2; within the public utility and drainage easement along the south end of Lot No. 1; within 20 feet of the eastern property line of Lots 1; within 10 feet of the eastern property line of Lot No. 7; within any portion of Outlot A; nor within 5-feet parallel to any water or sewer main located within the public utility easements along the rear (northwest side) of Lots 4 and 5 and the west side of Lot 4.

3.17 Notwithstanding this Declaration, the By-Laws and rules and regulations duly adopted by the Association, the Property is subject to those restrictions set forth in the Subdivision Plat and the Subdivision Plat Approval Ordinance. In the event of any conflict between this Declaration, the By-Laws, the rules and regulations or the Subdivision Plat or the Subdivision Plat Approval Ordinance, the Subdivision Plat or the Subdivision Plat Approval Ordinance, as applicable, shall control.

ARTICLE IV

Homeowner's Association

4.1 The Declarant shall form an Illinois not-for-profit corporation to be known as the Wimbledon Estates Homeowner's Association which shall generally provide for maintenance and operation of the Maintenance Area including without limitation the Stormwater Detention Facilities and the decorative streetlights. The Association shall be the governing body for all of the Owners and for the administration of the Property and shall be solely responsible for the maintenance and operation of the Maintenance Area and Detention Area as provided in this Declaration, the By-laws, the Subdivision Plat, and the Subdivision Plat Approval Ordinance. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns. All Owners shall be members of the Association so long as they are Owners, and their membership shall automatically terminate when they cease to be Owners. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Upon the transfer of a Lot, the transferee shall succeed to the transferor's membership in the Association. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns one or more Lots.

4.2 The Association shall be solely responsible to maintain, repair, and replace the Maintenance Area including without limitation the Stormwater Detention Facilities, and the decorative streetlights, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration or any supplement or amendment hereto, which shall include, but need not be limited to, the following:

(a) the grass, trees, shrubs, plantings, and other landscaping or any landscape buffers located within the Maintenance Area, including without limitation that reinforced turf and geo-block paving material, or such other paving material as the Village deems necessary, to allow the ingress and egress of Village service or emergency vehicles within the right-of-way reserved for the Village and located westerly of the cul de sac island between Lot 3 and Lot 5, as depicted on the Subdivision Plat; however no trees, shrubbery, fencing, patios, structures, lawn irrigation systems or other obstructions shall be located within that westerly portion of the public Right of Way located between Lots 3 and 5, as depicted on the Subdivision Plat. This 30-foot wide public Right of Way shall be planted only with turf grass and maintained including mowing by the Association.

(b) the Stormwater Detention Facilities, which shall be maintained in accordance with the landscape plan approved by the Village pursuant to the Subdivision Plat Approval Ordinance, and in accordance with the maintenance plan approved by the Village for the Stormwater Detention Facilities; including without limitation maintaining the functionality of the Stormwater Detention Facilities.

(c) the landscaping in accordance with the landscape plan approved by the Village pursuant to the Subdivision Plat Approval Ordinance, located in the island and/or eyebrow of the cul-de-sac within the Property, designated as Outlot A on the Subdivision Plat; ;

(d) all trees and other plantings installed by the Declarant in accordance with the landscape plan approved by the Village pursuant to the Subdivision Plat Approval Ordinance, or trees and other plantings installed by the Association within public rights-of-way within or abutting the Property, as permitted by the Village, but each Owner shall be responsible for maintaining, repairing and replacing all lawn area adjacent to that Owner's Lot within the public rights-of way and all other landscaping installed by such Owner within the public rights-of-way as permitted by the Village;

(e) the two decorative streetlights depicted on the Record Drawings, including operating and providing power for those streetlights.

4.3 The Association, through the Board, shall have the power and duty to:

(a) Contract with independent contractors to perform all or any part of the duties and responsibilities of the Association;

(b) Establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

(c) At its option, mow, care for, maintain and remove rubbish from any vacant or unimproved portions of the Property and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant;

(d) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the articles of incorporation or the By-Laws.

4.4 The Board shall also have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each member, the Association, its officers, the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with this Declaration. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

4.5 The Board, officers of the Association and the employees and agents of any of them shall not be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The

Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article V hereof. To the extent possible, the Board's and Association's liability hereunder and the Owner's indemnification obligation shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

4.6 Until the Turnover Date, the Declarant shall have all the rights and powers herein granted to the Association, shall be authorized and empowered to exercise all powers and authority of the Board, and shall perform and enforce all duties and obligations of the Association, including without limitation ensuring the maintenance, repair, and replacement of those areas set forth in Section 4.2, including without limitation the Maintenance Area including the Stormwater Detention Facilities and the decorative streetlights. .

ARTICLE V

Assessments

5.1 Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation of an Owner shall not pass to his successors in title unless expressly assumed by them.

5.2 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to these purposes and related to the maintenance and use of the Maintenance Area including without limitation the Stormwater Detention Facilities and the decorative streetlights. Such uses shall include, without limitation, the cost of all repair, replacement and maintenance and other charges required or permitted by this Declaration and the cost of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve. The annual assessments provided for herein shall commence for each Lot on the first day of the month following delivery of a Lot Deed to an Owner.

5.3 Each year on or before November 1, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before

December 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all of the Owners, excluding the Declarant. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section 5.3. On or before the date of the annual meeting of each calendar year, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

5.4 (a) The Board shall build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. Any expenditure from the Contingency and Replacement Reserve having a cost in excess of Ten Thousand Dollars (\$10,000) shall require the prior approval of the Members holding two-thirds (2/3) of the votes of the Association.

(b) If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners, excluding the Declarant. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

(c) Declarant shall collect, from each initial purchaser of a Lot at the closing of the sale of any such Lot, the sum of One Thousand Dollars (\$1,000) which amount shall be deposited in the Contingency and Replacement Reserve. On the Turnover Date, the Declarant shall transfer all funds in the Contingency and Replacement Reserve account to the Association and the Association shall hold and apply such funds for the purposes set forth in this Section 5.4. The Declarant shall have no right to utilize any portion of such funds prior to the Turnover Date.

5.5 When the first Board elected by the Members hereunder takes office, it shall determine the Estimated Cash Requirement for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs.

5.6 The failure or delay of Declarant or the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash

Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

5.7 The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Maintenance Area including without limitation the Stormwater Detention Facilities and the decorative streetlights specifying and itemizing the maintenance and repair expenses of the Maintenance Area including without limitation the Stormwater Detention Facilities and the decorative streetlights and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

5.8 All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

5.9 Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date at the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Owner's Lot, and interest, costs and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of any such Owner when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The directors of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired.

5.10 The lien of assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for assessment authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed.

ARTICLE VI

Easements

6.1 Concurrently with the recording of this Declaration, Declarant shall record in the office of the Recorder of Deeds, Lake County, Illinois an easement for the Stormwater Detention

Facilities in substantially the form of the Easement Grant attached to this Declaration as Exhibit "F". The Easement Grant must provide that the Village shall have the right to access the Stormwater Detention Facilities at reasonable times with prior written notice to the Owner thereof, except in cases of emergency when prior notice is not required, to assess the functionality of the Stormwater Detention Facilities and to maintain the functionality of the Stormwater Detention Facilities if the Association fails to fulfill its responsibility to do so, and the Easement Grant must be subject to any and all rights reserved to the Village under this Declaration.

6.2 A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and reserved by the Declarant over, under, across and through the Maintenance Area, and utility easement areas and public right of ways as shown on the Subdivision Plat. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

6.3 The Declarant, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Maintenance Area, and utility easement areas and public right of ways as shown on the Subdivision Plat and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing the Maintenance Area and any improvements in, on, under or upon the Maintenance Area as herein provided or for performing any of their respective obligations herein provided, including without limitation the maintenance of the Stormwater Detention Facilities. In any such case, the Declarant, Association or any of their agents, employees or independent contractors shall not be guilty of any trespass.

6.4 Easements are hereby granted to the Village furnishing water, sewer and drainage services and to all the utility companies furnishing gas, electric, cable, and telephone services to the Property or any part thereof and to any other public utility or cable television company or authority which may operate under any franchise agreement from the Village, their successors and assigns as more fully set forth in the easement provisions contained in the Subdivision Plat. The easements granted extend to but are not limited to initial construction and installation, repairs, replacement, operation and inspection of all facilities on the Property and any other utility easement areas as may be designated on the Plat. Additional easements may be granted by the Declarant or the Association as deemed necessary to benefit the Property. Any such additional easements and improvements thereon shall be maintained by the Association and represent an expense of the Association.

ARTICLE VII

Architectural Control

7.1 General Review and Approval. All Improvements shall be constructed of quality materials. No building, fence, wall, deck, porch, antenna, awning or other structure shall be commenced, erected or maintained upon the property or upon any Lot or Dwelling Unit or other improvement thereon, nor shall any exterior addition to or change or alteration therein be made, except such as

are erected or approved by the Declarant, unless written plans and specifications showing the nature, kind, shape, height, materials, color scheme and location of the same and the approximate cost thereof shall have been submitted to and approved in writing in the sole discretion of the Board or an architectural control committee composed of three (3) or more representatives appointed by the Board. In the event the Board or its designated committee fails to act to approve or disapprove such design and location within ninety (90) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. All Improvements authorized pursuant to this Article VII must be constructed and maintained in strict compliance with all applicable Village codes, regulations, and ordinances, including without limitation the Subdivision Plat Approval Ordinance.

7.2 Fence Limitations. As described in Section 3.16, all fences shall comply with the requirements of Chapter 8 entitled "Fence Regulations," of Title 10, entitled "Zoning Regulations," of the Village of Lake Bluff Municipal Code, as may be amended from time to time. In addition, all fences shall be constructed of wrought iron or other metal or similar quality material and style (open not opaque) with the exception that opaque wooden fences will be permitted along the southwestern property lines of Lots 4 and 5 located adjacent to the Union Pacific Railroad Right-Of-Way, as depicted on the Subdivision Plat. In addition; no fences shall be erected in the following areas: within the limits of the stormwater detention easement on portions of Lots 1 and 2; within the public utility and drainage easement along the south end of Lot No. 1; within 20 feet of the eastern property line of Lots 1; within 10 feet of the eastern property line of Lot No. 7; within any portion of Outlot A; nor within 5-foot parallel to any water or sewer main located within the public utility easements along the rear (northwest side) of Lots 4 and 5 and the west side of Lot 4.

ARTICLE VIII

General Provisions

8.1 The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Lake County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as provided in this Declaration. The Declaration may not be re-recorded without the prior written consent of the Village.

8.2 If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George W. Bush, former President of the United States, living at the date of this Declaration.

8.3 Each grantee of Declarant by taking title to a Lot, and each purchaser under any contract for a Lot Deed pursuant to which said grantee will take title, accepts said title subject to all restrictions,

conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved 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 bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 8.3 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

8.4 Declarant and each Owner from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof (in the manner provided in Section 8.11 hereof) from Declarant or the Association to the Owner of any such Lot, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation.

8.5 Subject to the prior approval of the Village pursuant to Section 9.3)with respect to any action that affects the rights of the Village, the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective only upon the prior consent of: (i) the Owners of at least two-thirds (2/3) of the Lots; (ii) the Declarant (until the Declarant no longer owns and Lots), and (iii) the Village, with respect to any provision that affects the rights of the Village. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association, approved by the Village, and recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

8.6 Subject to the prior approval of the Village pursuant to Section 9.3 with respect to any action that affects the rights of the Village, the Declarant hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies

or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment is approved in advance by the Village if it affects the rights of the Village and will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Lot.

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

8.8 All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

8.9 If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

8.10 Notwithstanding anything herein to the contrary, the Declarant hereby reserves the right to transfer, assign, mortgage or pledge any and all of either's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of Lake County, Illinois. Upon such assignment, the Declarant shall be relieved from any liability arising from the performance or non-performance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of the Declarant shall have or incur any liability for the obligations or acts of any predecessor in interest.

8.11 Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of

address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

8.12 The recording of the Subdivision Plat should cause the Tax Assessor of Lake County, Illinois to assess and tax separately each Lot as soon as legally possible. Each Owner shall pay the real estate taxes and assessments levied against that Owner's Lot. Each Owner will share the cost of the real estate taxes and assessments allocated to the portions of the Maintenance Area owned by the Association. Until each Lot has a separate assessed valuation or separate tax bill, real estate taxes and assessments shall be calculated and allocated as follows: (i) each Owner shall pay 1/7 of the land element of the assessment and (ii) the assessment of the improvements will be allocated based on the actual improvements on each Lot as of the assessment date and during the tax year in question at the appropriate classification thereof, as shown by the Tax Assessor's worksheets. If it is not possible to determine the amount of the taxes and assessments allocated to the improvements, then each Owner's share of the taxes and assessments for the improvements shall be 1/7. Until the tax division is complete, each Owner shall promptly deliver to the Association copies of all assessment notices and tax bills that Owner receives that are applicable to the Property. The Association shall provide the Owners with copies of all assessment notices and tax bills that are applicable to the Property along with a statement indicating the amount of taxes and assessments owed by each Owner. Each Owner shall deliver to the Association no later than 15 days before the due date for each such tax payment a cashier's check payable to the Lake County Collector for its share of the taxes and assessments. Provided that the Association has received the checks no later than 15 days prior to the due date for the taxes and assessments, the Association shall forward the checks to the Lake County Collector before the date the taxes and assessments become delinquent. If an Owner attempts to reduce the assessment for the Property or takes other action to reduce taxes on the Property before the separate assessment of the Lots, the other Owners shall cooperate in the attempt and shall share in the costs incurred in connection therewith in proportion to that Owner's share of the taxes to the extent of the refund or reduction received or as otherwise agreed to by the Owner prior to any costs being incurred. Any assessment reduction, tax refund, or benefit received as a result of the action shall be apportioned between the Owners in accordance with their respective portions of the taxes.

ARTICLE IX

VILLAGE PROVISIONS

9.1 In addition to any rights, powers or easements granted to the Village elsewhere in this Declaration or set forth in the Subdivision Plat or the Subdivision Plat Approval Ordinance, the Village shall have the rights, powers, and easements set forth in this Article. The Village is hereby granted the right and easement of access over, across and through the Property for any purposes reasonably related to the proper exercise of the rights and powers of the Village. These purposes include, without limitation, the right and easement: (i) to come upon the Property for the purpose of reading water meters installed by or on behalf of the Village; and (ii) to come upon the Property to install, lay, construct, renew, operate, maintain, repair and replace lines,

pipes, pumps and other equipment (including housings for such equipment) into, over, under, along and through the Property (including without limitation the Maintenance Area and Stormwater Detention Facilities) for the purpose of providing water, storm sewer and sanitary sewer services, and any other utilities which are or may be provided by the Village or those providers of services designated by the Village to the Property or any part or parts thereof and to any adjacent property, and to the Property or any part or parts thereto and to adjacent property for the purpose of maintaining the Maintenance Area and the Stormwater Detention Facilities.

9.2 The Declarant, and, after the Turnover Date, the Association, or, as applicable, the Owner of a Lot, shall maintain, repair and replace the Maintenance Area, including without limitation the Stormwater Detention Facilities and decorative streetlights in compliance with all applicable laws and ordinances of the Village and all governmental bodies having jurisdiction over the Property, as such laws and ordinances may be amended and enforced from time to time. If the Declarant or the Association fails to maintain the Maintenance Area, including without limitation the Stormwater Detention Facilities and decorative streetlights in a manner reasonably appropriate, as determined by the Village, the Village shall have the right (but shall not be obligated) to effect such maintenance, repair, restoration, or removal of obstructions or impediments. Prior to doing so, the Village shall send a written notice to the Association of its failure to perform its obligations under this Section, except that the Village will not be required to provide prior notice to the Association in responding to an emergency. If such notice is given and the Association does not perform its obligations to the satisfaction of the Village within thirty (30) days after the giving of such notice, or in the event of an emergency where no such notice is required, the Village may (but shall not be obligated to) enter the Maintenance Area, including without limitation the Stormwater Detention Facilities and decorative streetlights and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Village. The performance of such work, maintenance, repair, restoration or removal of obstructions or impediments, as the case may be, shall not constitute an acceptance by the Village of such underlying area. The Village is hereby granted a permanent, irrevocable easement in, over, and upon the Property to accomplish such purposes. The Declarant, the Association, or the Owner of a Lot, as the case may be, shall, upon demand, reimburse the Village for the reasonable cost of such work (in the case of the Owner of a Lot, the pro rata cost of such work, divided among all of the Lots included within the Property), and if payment is not made within 30 days after demand, then, with respect to each Lot, the pro rata amount due shall become a lien on the Lot. Each such lien shall be subordinate to the lien of the first mortgage on the Lot, but shall be superior to the Association's assessment lien with respect to the Lot for assessments which become due after the date on which the Village's lien attaches to the Lot. At the request of the Village, the Association shall levy a special assessment for the payment of any such amounts which become due to the Village and the Village shall have the right to seek an injunction causing the Association to make such a special assessment or, in the alternative, to record an appropriate notice of lien against all of the Lots and to foreclose any such lien as provided for or permitted under applicable law.

9.3 The foregoing easements run with the land. This provision, as well as any other provision of this Declaration that affects the rights of the Village and/or its assigns, shall not be amended without the written consent of the corporate authorities of the Village, notwithstanding any contrary or inconsistent provisions set forth herein. In the event that the Village brings an action at law or in equity to enforce its rights under this Declaration and the Village prevails, the Village shall be awarded reasonable attorneys' fees and costs of bringing the action including but not limited to filing fees, costs of any deposition transcripts and court

reporters. The Village shall have the remedy of specific performance available to it in enforcing its rights under this Declaration. The Village is a third party beneficiary to this Declaration and shall have the same enforcement rights as an Owner of a lot or Member of the Association, provided, however, that the Village shall have no obligation to enforce its rights under this Declaration.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, Foxford 12, LLC and Icon Building Group, LLC has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this Declaration by one of its managers, as of the day and year first above written.

Foxford 12, LLC, an Illinois limited liability company

By: [Signature]
One of its Managers

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE

Michelle D. Thomas, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that _____, one of the managers of Foxford 12, LLC, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such manager appeared before me this day in person and acknowledged that he signed and delivered said instrument as his 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 14th day of July, 2015.



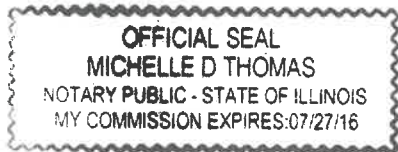
[Signature]
Notary Public

ICON BUILDING GROUP, LLC,
an Illinois limited liability company

By: [Signature]
its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE

Michelle D. Thomas, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that _____, one of the managers of Icon Building Group, LLC, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such manager appeared before me this day in person and acknowledged that he signed and delivered said instrument as his 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 14th day of July, 2015.



[Signature]
Notary Public

CONSENT OF MORTGAGEE

The Private Bank & Trust Co ("Bank"), holder of a Mortgage (the "Mortgage") dated as of July 15, 2015, and recorded in the office of the Recorder of Deeds of Lake County, Illinois, on Oct 15, 2013, as Document Number 7045769, hereby consents to the execution and recording of the attached Wimbledon Estates Declaration of Covenants, Conditions and Restrictions and Easements and agrees that said Mortgage is subject thereto.

IN WITNESS WHEREOF, said Donald Adams Managing Dir. has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf in Lake Forest, Illinois, on this 15th day of July, 2015.

Donald Adams

By: Donald Adams
Its: Managing Director

STATE OF ILLINOIS

COUNTY OF DuPage) SS.

The undersigned, a Notary Public in and for said County and State, do hereby certify that Don Adams and Managing Director respectively, of The Private Bank, as such and, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their 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 15th day of July, 2015.



Notary Public

THIS DOCUMENT WAS PREPARED BY:

Richard M. Guerard
310 S. County Farm Road
Wheaton, IL 60187

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1-7 in Wimbledon Estates Subdivision, being a subdivision of part of the Southeast 1/4 of Section 20, Township 44 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 22, 2008 as document number 6419357, in Lake County, Illinois.

EXHIBIT B
BY-LAWS OF
WIMBLEDON ESTATES HOMEOWNERS ASSOCIATION
ARTICLE I

A. Definitions

- 1.1 "Association" shall mean and refer to Wimbledon Estates Homeowner's Association, an Illinois not-for-profit corporation, its successors and assigns.
- 1.2 "Board" shall mean and refer to the Board of Directors of the Association.
- 1.3 "By-Laws" shall mean these by-laws of the Association.
- 1.4 "Contingency and Replacement Reserve" shall have the meaning set forth in Section 5.4 of the Declaration.
- 1.5 "Declarant" shall mean and refer to Foxford 12, LLC
- 1.6 "Declaration" shall mean the Declaration of Covenants, Conditions, Restrictions and Easements of the Wimbledon Estates Subdivision.
- 1.7 "Detention Area" shall mean those portions of Lots 1 and 2 which are encumbered by the stormwater detention easement as shown on the Subdivision Plat.
- 1.8 "Dwelling" shall mean a residential building containing one dwelling unit only located on a Lot and intended for the shelter and housing of a single family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and equipment.
- 1.9 "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, accessory structures, driveways, pedestrian walkways, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.
- 1.10 "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Lot for the purposes of the Declaration.
- 1.11 "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.

- 1.12 "Maintenance Area" shall mean all real property and all improvements and fixtures thereto and all personal property owned by the Association for the common use and enjoyment of the Owners, including, without limitation, the real estate (and easements appurtenant thereto), landscaping, decorative streetlights, Stormwater Detention Facilities, and other improvements thereon. Maintenance Area also includes, but is not limited to, those areas designated as Common Area on the Subdivision Plat, including without limitation the landscaped island within the cul-de-sac road depicted as Outlot A on the Subdivision Plat, and that westerly portion of the public Right of Way located between Lots 3 and 5, as depicted on the Subdivision Plat. Common Area may also be designated on any amendments or supplements to the Declaration.
- 1.13 "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.
- 1.14 "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- 1.15 "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Declarant to the extent Declarant owns Lots.
- 1.16 "Person" or "Persons" shall mean all natural individuals, corporations, partnerships, trustees or other legal entities capable of holding title to real property.
- 1.17 "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached to the Declaration.
- 1.18 "Record Drawings" shall mean those final engineering drawing prepared by Mackie Consultants, LLC, reflecting as-built information, with latest revision date of November 23, 2010 and attached hereto as Exhibit "C".
- 1.19 "Stormwater Detention Facilities" shall mean the Detention Area; landscaping located within the Detention Area; the complete length of the outlet piping extending from the Detention Area from and including Flared End Section #19 (as identified on the Record Drawings) extending to and including Storm Manhole (MH) #24 and including Storm MH #20, Storm MH #21, Outlet Control Structure #22, Storm MH #24 and all connecting storm sewer between these manholes and structures along the length of the outlet piping; the length of inlet piping extending into the Detention Area from and including MH #17 to and including the Flared End Section #18; and the Overflow Drainage Route within the limits of the Public Utility and Drainage Easement and Utility Easement along the south end of Lot 1 of the Subdivision Plat .
- 1.20 "Subdivision Plat" shall mean the plat or subdivision approved by the Board of Trustees of the Village and recorded in the Office of the Recorder of Deeds of Lake County, State of Illinois on December 222008 as document number 6419357 and attached to the Declaration as Exhibit "D".

1.21 "Turnover Date" shall mean the date upon which the authority to appoint the Board passes to the Members, which shall be the first to occur of the following: (a) the date which is three (3) years after the recording of this Declaration, (b) the date that is no later than sixty (60) days after the conveyance by the Declarant of legal title to seventy-five percent (75%) of the Lots to Owners other than Declarant or an assignee of Declarant occurs, or (c) the date Declarant elects voluntarily to turn over to the Members the authority to appoint the Board

1.22 "Village" shall mean the Village of Lake Bluff, State of Illinois.

B. Purposes and Powers

The Association shall be responsible for the general management and supervision of the Property and the ownership and maintenance of the Maintenance Area including without limitation the Stormwater Detention Facilities and the decorative streetlights and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not-For-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II

Offices

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

2.2 The principal office of the Association shall be maintained in Lake County, Illinois.

ARTICLE III

Membership

3.1

(a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or any of its successors in interest owns one or more Lots.

(b) From and after the Turnover Date, each Member shall be entitled to one (1) vote for each Lot owned by him on each matter submitted to a vote of Members; provided, however, that where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.

3.2

(a) Meetings of the Members shall be held at the principal office of the Association or at such other place in Lake County, Illinois, as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of a majority of the total votes determined pursuant to Section 3.1 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) The initial meeting of the Members shall be held at such time as may be designated upon not less than ten (10) days' written notice given by the Declarant or Declarant, provided that such initial meeting shall be held no later than sixty (60) days after the Turnover Date. Thereafter, there shall be an annual meeting of the Members on the third Tuesday of November of each succeeding year, at 7:30 o'clock P.M. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having one-fourth (1/4) of the total votes, and delivered not less than five (5) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.3 Notices of meetings required to be given herein may be delivered either personally or by mail to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Dwelling of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

3.4 At any meeting of the Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy.

ARTICLE IV

Board of Directors

4.1 The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board consisting of three (3) persons who shall be elected in the manner hereinafter provided, except that until the Turnover Date the first and each subsequent Board shall be appointed by the Declarant. From and after the Turnover Date, the Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than three (3), and the terms of at least two-fifths

(2/3) of the persons on the Board shall expire annually. Each member of the Board, with the exception of the Board members initially appointed by the Declarant shall be an Owner; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust or agent or employee of a beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board.

4.2 All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

4.3 At the initial meeting of the Members as provided in Section 3.2(b) hereof, and at all subsequent annual meetings of the Members there shall be elected members of the Board. In all elections for members of the Board, each Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Three (3) Board members shall be elected at the initial meeting and shall serve until the first annual meeting. The two(2) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the one (1) person receiving the next highest number of votes at the first annual meeting shall be elected to the Board for a term of one (1) year. In the event of tie votes, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year terms. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of two (2) years each. Notwithstanding the aforesaid election procedure the Declarant may appoint a Board which shall have the same powers and authority as given to the Board generally, as provided hereinafter, and such appointed Board shall function until such time as the initial meeting of the Members is held.

4.4 Members of the Board shall receive no compensation for their services. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.5 Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.7, including vacancies due to any increase in the number of persons on the Board, shall be filled by majority vote of the remaining members of the Board or of the Members present at the next annual meeting or at a special meeting of the Members called for such purpose.

4.6 The Board shall elect from among its members: (i) a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, (ii) a Secretary who will keep the minutes of all meetings of the Members and of the Board and who shall, in general, perform all the duties incident to the office of Secretary, and (iii) a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

4.7 Any Board member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.8 The initial meeting of the Board shall be held immediately following the initial meeting of the Members and at the same place. At such meeting the Board shall elect its officers to serve until the first annual meeting which shall be held immediately following the first annual meeting of the Members, and at the same place. All subsequent annual meetings of the Board shall be held immediately after, and at the same place as, the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hour notice in writing to each member of the Board, delivered personally or by mail or telegram. Any member of the Board, may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

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

ARTICLE V

Powers of the Board

5.1 Without limiting the general powers which may be provided by law, the Board shall have the power and duty to perform all duties of the Association under the Declaration, including without limitation to maintain, repair, and replace the Maintenance Area including the Stormwater Detention Facilities and the decorative streetlights, together with such other areas, if any, for which the Association has or assumes responsibility pursuant to the terms of this Declaration or any supplement or amendment hereto, which shall include, but need not be limited to, the following:

(a) the grass, trees, shrubs, plantings, and other landscaping or any landscape buffers located within the Maintenance Area, including without limitation that reinforced turf and geo-block paving material, or such other paving material as the Village deems necessary, to allow the ingress and egress of Village service or emergency vehicles within the right-of-way reserved for the Village and located westerly of the cul de sac island between Lot 3 and Lot 5, as depicted on the Subdivision Plat; however no trees, shrubbery, fencing, patios, structures, lawn irrigation systems or other obstructions shall be located within that westerly portion of the public Right of Way located between Lots 3 and 5, as depicted on the Subdivision Plat. This 30-foot wide public Right of Way shall be planted only with turf grass and maintained including mowing by the Association.

(b) the Stormwater Detention Facilities, which shall be maintained in accordance with the landscape plan approved by the Village pursuant to the Subdivision Plat Approval

Ordinance, and in accordance with the maintenance plan approved by the Village for the Stormwater Detention Facilities; including without limitation maintaining the functionality of the Stormwater Detention Facilities.

(c) the landscaping in accordance with the landscape plan approved by the Village pursuant to the Subdivision Plat Approval Ordinance, located in the island and/or eyebrow of the cul-de-sac within the Property, designated as Outlot A on the Subdivision Plat; ;

(d) all trees and other plantings installed by the Declarant in accordance with the landscape plan approved by the Village pursuant to the Subdivision Plat Approval Ordinance, or trees and other plantings installed by the Association within public rights-of-way within or abutting the Property, as permitted by the Village, but each Owner shall be responsible for maintaining, repairing and replacing all lawn area adjacent to that Owner's Lot within the public rights-of way and all other landscaping installed by such Owner within the public rights-of-way as permitted by the Village;

(e) the two decorative streetlights depicted on the Record Drawings, including operating and providing power for those streetlights.

5.2 The Board shall also have the power to:

(a) seek relief from or in connection with the assessment or levy of any general real estate taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful assessing body, which are authorized by law to be assessed and levied on the Maintenance Area including without limitation the Stormwater Detention Facilities and decorative streetlights and to charge all expenses incurred in connection therewith to the maintenance fund.

(b) adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and occupants of the Property, subject to the restrictions set forth in the Declaration, including without limitation the rights of the Village of Lake Bluff pursuant to the Declaration. Written notice of such rules and regulations shall be given to all Owners and occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(c) engage the initial management organization under contracts expiring not later than ninety (90) days after the date the initial meeting of Members is held. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board.

5.3 Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

ARTICLE VI

Assessments--Maintenance Fund

6.1 The provisions of Article V of the Declaration are incorporated into and made a part of these By-laws.

6.2 In addition to the rights and remedies set forth in the Declaration, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after written notice to said Owner by the Board, of the amount of unpaid charges or assessments and a demand for payment thereof, the Board shall have the right to declare said default a forcible detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Dwelling from any defaulting Owner, to put out said Owner, or any occupant or tenant claiming by, through or under said Owner, using such reasonable force as the Board shall deem necessary under the circumstances and, in addition, to exercise any other rights or remedies provided in the Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq.

ARTICLE VII

Committees

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

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

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

7.4 One (1) member of each committee shall be appointed chairman.

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

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

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

ARTICLE VIII

Interim Procedure

Until the initial meeting of the Members, the Declarant or Declarant may appoint the Board which shall have the same powers and authority as given to the Board generally.

ARTICLE IX

Amendments

These By-Laws may be amended or modified from time to time by action or approval of the Members entitled to cast two-thirds (2/3) of the total votes and the Declarant so long as Declarant owns any Lots, but any amendment which affects any right of the Village under the Declaration or these By-Laws must receive the prior approved of the Village. Such amendments shall be recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

ARTICLE X

Interpretation

In the case of any conflict between the articles of incorporation of the Association and these By-Laws, the articles of incorporation shall control; and in the case of any conflict between the Declaration and these By-Laws, or between the Declaration and any Rules and Regulations adopted by the Association pursuant to these By-Laws, the Declaration shall control.

EXHIBIT C
RECORD DRAWINGS

(Of Record at the Village of Lake Bluff, Illinois)

EXHIBIT D
SUBDIVISION PLAT
(Of Record, Recorded December 22, 2008, as document
number, 6419357, in the Office of the Lake County Recorder
of Deeds, State of Illinois)

EXHIBIT E
SUBDIVISION PLAT APPROVAL ORDINANCE

(Of Record with the Village of Lake Bluff, Illinois
adopted by the Board of Trustees of the Village of Lake
Bluff on June 23, 2008, as Ordinance Number 2008-18)

EXHIBIT F

EASEMENT GRANT

(STORMWATER DETENTION FACILITIES)

THIS EASEMENT GRANT is entered into as of the 1st day of July, 2015, by and between Foxford 12, LLC and Icon Building Group, LLC (collectively "Grantor") and the Wimbledon Estates Homeowner's Association, an Illinois not-for-profit corporation ("Association") for the benefit of Lots 1 through 7, inclusive, in Wimbledon Estates Subdivision, being a subdivision of part of the Southeast 'A of Section 20, Township 44 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 22, 2008, as document number, 6419357 in Lake County, Illinois (the "Wimbledon Lots") and Lots 4 through 6, inclusive, in Boardman Subdivision being a subdivision in the Southeast Quarter of Section 20, Township 44 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded February 21, 1989 as Document 2767390, in Lake County, Illinois (the "Boardman Lots") (the Association, the Wimbledon Lots and the Boardman Lots are hereinafter collectively referred to as "Grantee").

WITNESSETH:

- A. Grantor is the owner of the seven (7) Wimbledon Lots located in the Village of Lake Bluff, County of Lake, Illinois, as more particular-described on Exhibit A attached hereto.
- B. Two of the seven (7) Wimbledon Lots ("Lot 1 and Lot 2") have portions of Stormwater Detention Facilities for the benefit of the Wimbledon Lots and the Boardman Lots.
- C. Grantor desires to provide an easement over portions of Lot 1 and Lot 2 as more particularly described on Exhibit B attached hereto (the "Stormwater Detention Facilities

Area") to the Grantee to allow the continued use and presence of stormwater detention facilities for the benefit of the Grantee.

NOW, THEREFORE, in consideration of Ten and no/100 (\$10.00) Dollars and other valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee a nonexclusive, perpetual easement over the Stormwater Detention Facilities property for the use for storm water, detention and drainage and for no other purpose. Grantee's use of the Stormwater Detention Facilities Area is made subject to the terms and conditions set forth in this Easement Agreement, which terms and conditions are deemed covenants and shall run with the land.

2. The Association, shall, at the Association's sole cost and expense at all times replace, maintain and operate, the stormwater detention aspects of the Stormwater Detention Facilities Area in a functional condition and in accordance with the sound engineering practices and in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for the Wimbledon Estates subdivision ("Declaration"), the Subdivision Plat for the Property recorded with the Lake County Recorder as document number 6419357, as well as all applicable laws, rules, regulations and ordinances applicable to the Stormwater Detention Facilities Area. . The owner of the portions of the Stormwater Detention Facilities Area shall maintain the grass and other plantings (including the rain garden aspects of the Detention Area) in such Owner's portion of the Stormwater Detention Facilities Area on behalf of the Association. In the event that the manner of replacing, repairing, maintaining and/or operating the Stormwater Detention Facilities Area shall at any time be in violation of the Declaration, the Subdivision Plat, or any other applicable law, rule, regulation or ordinance, the Association shall at no cost or expense to Grantee (other than the

Association) or the owners of Lot 1 and Lot 2, make such changes or repairs as shall be necessary to replace, repair or maintain the stormwater detention aspects of the Stormwater Detention Facilities Area or cure or correct any such violation pursuant to the Declaration and the Subdivision Plat. Failure or refusal of the Association to make the required changes or repairs within the time prescribed by the enforcing agency shall permit the Village of Lake Bluff to exercise its rights provided in the Declaration and the Subdivision Plat, including without limitation the right of entry onto the Property to make such changes or repairs at the Association's expense.

3. The Association and the Village of Lake Bluff shall have the right to enter onto Lot 1 and Lot 2, upon not less than 48 hours prior written notice to the owners of those lots except that prior notice will not be required in case of an emergency, for the purposes of assessing the functionality, replacing, repairing, maintaining or operating the stormwater detention aspects of the Stormwater Detention Facilities Area. The Owners of Lots 1 and 2 must at all times maintain complete and unfettered access to the Stormwater Detention Facilities Area from adjacent public Rights of Way to permit entry onto the portions of the Detention Facilities Area located on those lots. No Grantee other than the Association for maintenance purposes shall have the right to access the Stormwater Detention Facilities Area. The Owner of Lot 1 and that Owner's invitees and guests shall have the right at any and all times to use and enjoy that portion of the Detention Area on Lot 1, but the use and enjoyment shall not interfere with the maintenance, operation, or functionality of the Stormwater Detention Facilities Area for stormwater detention purposes. The Owner of Lot 2 and that Owner's invitees and guests shall have the right at any and all times to use and enjoy that portion of the Detention Area on Lot 2, but the use and enjoyment shall not

interfere with the maintenance, operation, or functionality of the Stormwater Detention Facilities Area for stormwater detention purposes.

4. The Association shall indemnify, defend and save Grantor and the Owners of Lots 1 and 2 and their employees, agents, members, invitees, and contractors, harmless from and against all claims, losses, demands and causes of action, including attorneys' fees, court costs and/or judgments arising in favor of any person or other legal entity (including the owners of the Wimbledon Lots and the owners of the Boardman Lots) which are caused by, or arise directly or indirectly from the construction, use, maintenance and/or operation of the Stormwater Detention Facilities Area or the grant of this easement.

5. The Association agrees that during the any access to the Stormwater Detention Facilities Area by it or its contractors or consultants, and as a condition to the Association's entry upon the Easement Area, the Association shall obtain and maintain (or cause its contractors' to obtain and maintain) liability insurance naming the Association, the Owners of Lot 1 and Lot 2 and the Village as additional insureds with companies and limits reasonably acceptable to the Owners of Lot 1 and Lot 2.

6. All rights and interest in and to the Stormwater Detention Facilities Area shall revert to the owners thereof if Grantee vacates, abandons or ceases to use said easements permanently. In such event, at said owners' request, the Association on behalf of the Grantees shall immediately deliver to such owner an instrument in proper form for approval and recording by such owner, releasing the Stormwater Detention Facilities Area from the easement.

7. Notwithstanding anything to the contrary herein, (i) the Grantor shall in no event incur liability to Grantees for the failure of or defect in Grantor's title or estate in the Easement Area, (ii) the owners of the Boardman Lots shall not be required to pay for any repairs, replacement or maintenance related to the Stormwater Detention Facilities Area, it being intended that the benefits to the Boardman Lots granted in this easement are free of charge to the Boardman Lots, and (iii) the owners of the Boardman Lots and the Boardman Lots are not intended to be and shall not be members of or in any way associated with the Association.

8. This Easement Grant is expressly subject to any and all rights reserved to the Village under the Declaration and the Subdivision Plat.

9. The grants, covenants and stipulations hereof shall extend to and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, this instrument is executed by Grantee and the Association,
this 14th day of July, 2015.

Foxford 12, LLC, an Illinois limited liability
company

By: *[Signature]*
One of its Managers

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE

Michelle D. Thomas, a Notary Public in and for the County in the State aforesaid,
DO HEREBY CERTIFY that _____, one of the managers of
Foxford 12, LLC, who is personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such manager appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his 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 14th day of July, 2015.



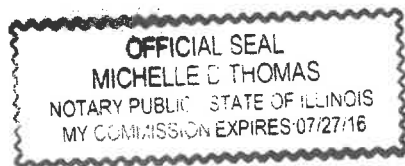
[Signature]
Notary Public

ICON BUILDING GROUP, LLC,
an Illinois limited liability company

By: *[Signature]*
its Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE

Michelle D. Thomas, a Notary Public in and for the County in the State aforesaid,
DO HEREBY CERTIFY that _____, one of the managers of Icon
Building Group, LLC, who is personally known to me to be the same persons whose names are
subscribed to the foregoing instrument as such manager appeared before me this day in person and
acknowledged that he signed and delivered said instrument as his 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 14th day of July, 2015.



[Signature]
Notary Public

WIMBLEDON ESTATES
HOMEOWNER'S ASSOCIATION

By: Foxford 12, LLC

Its Authorized Agent

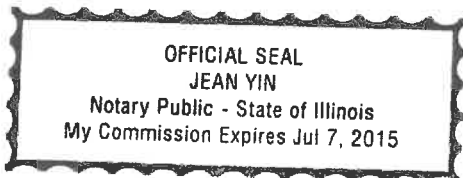
By: _____

One of its Managers

STATE OF ILLINOIS
COUNTY OF ~~LAKE~~ ^{DuPage}) SS.

The undersigned, a Notary Public in and for the County in the State aforesaid, DO
HEREBY CERTIFY that Peter J. Brennan, one of the managers of Foxford 12,
LLC the authorized agent for Wimbledon Estates Homeowner's Association, who is personally
known to me to be the same persons whose names are subscribed to the foregoing instrument as
such manager appeared before me this day in person and acknowledged that he signed and
delivered said instrument as his own free and voluntary act and as the free and voluntary act of
said company and association, for the uses and purposes therein set forth;

GIVEN under my hand and notarial seal this 15th day of July, 2015.



Notary Public

THIS DOCUMENT WAS PREPARED BY:

Richard Guerard
310 S. County Farm Road
Wheaton, IL 60187

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lots 1-7 in Wimbledon Estates Subdivision, being a subdivision of part of the Southeast 1/4 of Section 20, Township 44 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded December 22, 2008 as document number 6419357, in Lake County, Illinois.

12-20-420-001

12-20-412-055

12-20-412-054

12-20-412-053

12-20-412-050

12-20-412-051

12-20-412-052

EXHIBIT B

LEGAL DESCRIPTION OF STORMWATER DETENTION FACILITIES

THE WEST 71.50 FEET OF LOT 1 AND THAT PART OF LOT 1 DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 20.00 FEET NORTH OF THE SOUTH LINE OF SAID LOT 1 AND 71.50 FEET EAST OF THE WEST LINE OF SAID LOT 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 23.20 FEET ALONG A LINE 71.50 FEET EAST OF THE WEST LINE OF SAID LOT 1; THENCE SOUTH 87 DEGREES 03 MINUTES 03 SECONDS EAST, 92.91 FEET; THENCE SOUTH 89 DEGREES 21 MINUTES 20 SECONDS EAST, 10.19 FEET TO A POINT 35.00 FEET WESTERLY OF THE EASTERLY LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG A CURVE 35.00 FEET WESTERLY OF SAID EASTERLY LINE OF LOT 1, CONCAVE WESTERLY, HAVING A RADIUS OF 2765.00 FEET, AN ARC LENGTH OF 18.30 FEET TO A LINE 20.00 FEET NORTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 102.88 FEET ALONG SAID PARALLEL LINE TO THE POINT OF BEGINNING; AND THE EAST 90.00 FEET OF LOT 2, ALL IN WIMBLEDON ESTATES OF LAKE BLUFF, BEING A RESUBDIVISION OF LOT 7 IN BOARDMAN SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 44 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID WIMBLEDON ESTATES OF LAKE BLUFF RECORDED DECEMBER 22, 2008 AS DOCUMENT 6419357, IN LAKE COUNTY, ILLINOIS.