

EXHIBIT G

THE CORPORATE WOODS SIGNAGE CONCEPT

Effective signage is necessary in any business environment. Both residents and visitors must be informed, directed and controlled, but all too often, the needs for signage are distorted into a confusing and ugly assortment of random signs. They not only fail to communicate, they become a visual blight on the surroundings.

Because THE CORPORATE WOODS is a unique departure from the typical industrial/office park development, it was decided that we should establish a total system of signage for the entire park which would meet its special needs and also blend with the character of the development and the community.

While signage may serve strangers most, it is a constant and very visible environmental element to the residents of the community. Therefore, it is vital that the signage meet the same high standards of aesthetic quality as the community itself.

There should be no predetermined rules regarding the size, shape or color of the sign, however, it is the intention of this concept that the signage should be in aesthetic balance with the size of the site, its buildings, and the surrounding properties. The height of the sign should be predetermined so that the center line of the main panel is always at the optimum viewing height for a person seated in an automobile. In no instance should the height of a free standing sign exceed ten feet measured from the curb elevation.

Vehicular control signage should fulfill a need, command attention, convey a clear and unmistakable meaning, command respect of the road users and give adequate time for proper response. Particular attention should be given to the location of the signage at proper decision points to insure maximum effectiveness, to avoid confusing backgrounds, and to not obscure vehicular traffic.

Signs may be illuminated, either internally, directly, using ground mounted lighting, or be non-illuminated. With the possible exception of certain multi-tenant buildings, the signs or industrial cut-out letters placed or affixed to the building exterior should be prohibited.

The most direct way to control the impact of signage is to standardize its design throughout, yet too much of the same thing is monotonous and boring. Additionally, each corporate resident in THE CORPORATE WOODS needs to identify itself. Some, in fact, have corporate identity programs or logos in which they have great equity, so the need for a variety of graphics is obvious.

Studies indicate that people react most favorably to signage that combines both variety and order. Herein lies the basis of the Corporate Woods Signage system.

The following basic guidelines have been established to assure an orderly signage concept, yet allow considerable flexibility in providing some variety of signage and utilization of corporate logos and graphics.

Signage within THE CORPORATE WOODS shall be generally exempt from the Village of Vernon Hills' signage ordinances, but every sign erected is subject to the prior written approval of the developer and the Village Building Commissioner prior to installation, and no sign shall be erected without such prior written approval. The provisions of the Vernon Hills Sign Code relative to permit application procedures and construction methods shall be applicable to all signage within THE CORPORATE WOODS. It is not intended that the following guidelines be absolutely rigid or inflexible, nor on the other hand, should any proposed variance be considered lightly or be primarily for the benefit of one property owner at the expense of others or the entire project.

After the commencement of the construction, but not later than the construction of 80% of the area of THE CORPORATE WOODS (including all parcels in Vernon Hills marketed under the Corporate Woods name), the developer or property association shall submit to the Village of Vernon Hills a detailed sign program for THE CORPORATE WOODS. Limits and standards of this sign program shall be established by the amount, size and location of signage existing in THE CORPORATE WOODS. This sign program shall be reviewed by the Village and used in the regulation of signage in THE CORPORATE WOODS for the balance of the construction, including all re-signage for the subdivision. It is hereby understood that notwithstanding the following guidelines, every sign is subject to the prior written approval of the Village Building Commissioner and no sign shall be erected without such prior written approval.

THE CORPORATE WOODS - VERNON HILLS, ILLINOIS

A. Guidelines For Corporate Identification Signage
(Except Multi-tenant Buildings)

1. One free standing ground sign shall be allowed per building.
2. Sign may be illuminated (internally or by direct ground mounted illumination) or non-illuminated.
3. The size, shape and color of the sign shall be in the aesthetic balance with the size of the sign, its extent of street frontage, the size and nature of the building improvements, and the surrounding properties.

4. The height of the sign should be predetermined so that the center line of the main panel is always at the optimum viewing height for a person seated in an automobile. In no event should the height of a free standing sign exceed ten feet measured from curb elevation.
5. A sign cannot be located in street right-of-way, but can be located in any front or side yard area that does not obstruct the sight lines at a street or driveway intersection, as determined by the Village Building Commissioner using Traffic Engineering Standards. Sign location should also not block or detract from adjacent property.
6. The base of the sign must be landscaped.
7. The corporate name, type of business, street address, logo, or corporate graphics may appear on the sign.
8. Flashing, animated, moving, inappropriately colored, roof, canopy or marquee signs are prohibited.
9. No off-premise signs are permitted.
10. Signs shall comply with all construction standards established by the Village of Vernon Hills.
11. All signs shall be maintained in a safe and presentable condition at all times, including replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts. These maintenance responsibilities shall be contained in THE CORPORATE WOODS Property Covenants.
12. The Village, the developer or THE CORPORATE WOODS Association shall have the right to enter on and to remove any sign erected without prior written approval. Said rights shall be contained in THE CORPORATE WOODS Property Covenants.

B. Guidelines For Informational/Directional Signs

1. Messages or symbols to inform, direct or control shall appear on informational/directional signs. Advertising shall be prohibited.
2. Not limited as to number, but as required for sensible control of premises. Signage for premises should be uniform as to material, color and shape.

3. Free standing ground signs only permitted. Usually these signs are small in size and low to the ground.
4. Signs may be illuminated (internally or by direct ground mounted illumination) or non-illuminated.
5. All lettering should be Helvetica Medium upper case or lower case.
6. Colors should be harmonious with surroundings.
7. Signs can be located anywhere within property line, but should not obstruct the sight lines at a street or driveway intersection, as determined by the Village Building Commissioner using Traffic Engineering Standards.
8. Flashing, animated, moving, inappropriately colored, roof, canopy or marquee signs are prohibited.
9. No off-premise signs are permitted.
10. Signs should comply with all construction standards established by the Village of Vernon Hills.
11. All signs shall be maintained in a safe and presentable condition at all times, including replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts. These maintenance responsibilities shall be contained in THE CORPORATE WOODS Property Covenants.
12. The Village, Developer, or THE CORPORATE WOODS Association shall have the right to enter on and to remove any sign erected without prior written approval. Said rights shall be contained in THE CORPORATE WOODS Property Covenants.

C. Guidelines For Signage For Multi-tenant Buildings

1. It is acknowledged that multi-tenant buildings present some unique challenges to effective sign control while still allowing aesthetic variety and reasonable identity for a corporate tenant.
2. Multi-tenant buildings occupied by two or more tenants shall meet the same standards for corporate identification signage and information/directional signage as outlined in paragraphs A and B above, with the following exceptions:

- a) An owner of a multi-tenant building may establish subject to the approval of the developer and the Village Building Commissioner a Uniform Signage Package for the proposed project which would be compatible and harmonious with the architectural scheme of the development, and also be in general compliance with the intent of THE CORPORATE WOODS Signage Guidelines, but would also allow some minor variances to meet the unique needs of a multi-tenant facility.
- b) All signage in a multi-tenant property should be uniform as to color of sign frame system, if any, shape, size and placement. The main panel of the corporate identity sign may be of uniform color and have standardized lettering, or may allow for individualized colors and corporate logos and graphics.
- c) A simple, single line sign with uniform lettering not to exceed 5" in height may be affixed or placed on the exterior of a loading dock door or service area designating the name of the individual tenant being serviced.

D. Temporary Signs

1. All construction signs used for information purposes, signs for sale, lease and development, and subdivision signs shall be submitted to the developer and the Village Building Commissioner for prior written approval before installation. All signs indicating the name of the general contractor, subcontractors, architects, engineers, financiers, or other individuals or corporations involved in the construction on a site shall be prohibited unless such signage is on or attached to the construction trailer located on the site during the period of construction. For the purpose of identifying a specific construction site or project within the Corporate Woods, the developer, owner, or occupant may erect one 4' x 8' single face, non-illuminated sign setting forth only the following: "Future facility for (name of company)" and the Corporate Woods address. The Corporate Woods logo may also be incorporated in this sign. Construction signage shall be removed immediately following building completion. Lease and development signage shall be removed once all building(s) have been constructed and are 90% initially occupied as determined by square footage. Extensions may be granted by the Village Building Commissioner.

Final

18-096 (07/07/86)

DECLARATION OF PROTECTIVE COVENANTS

FOR CORPORATE WOODS

VERNON HILLS, ILLINOIS

**DECLARATION OF PROTECTIVE COVENANTS
FOR CORPORATE WOODS
VERNON HILLS, ILLINOIS**

This Declaration of Protective Covenants (hereinafter ("Declaration")) made effective the _____ day of _____, 19____, by the American National Bank and Trust Company of Chicago, Illinois, not personally but as Trustee under Trust Agreement No. 64661 dated June 17, 1985 (hereinafter "Trust No. 64661") and the American National Bank and Trust Company of Chicago, Illinois, not personally but as Trustee under Trust Agreement No. 66865 dated March 10, 1986 (hereinafter "Trust No. 66865", Trust No. 64661 and Trust No. 66865 are hereinafter collectively referred to as the "Declarant"), as owners of real property located in the Village of Vernon Hills, Illinois, which property is commonly known as "Corporate Woods" and which property is more particularly described in Exhibit "A" of this Declaration (hereinafter the "Property").

WITNESSETH:

WHEREAS, the Corporate Woods is being developed as an office and industrial complex by the Declarant, and Declarant desires to provide for the preservation of the values and amenities thereof for the benefit of said Property, to create certain easements appurtenant to all or a part of said Property, and to provide for the use, maintenance, and repair thereof for any and all subsequent owners, all of which shall inure to the benefit of and pass with said Property and shall apply to and bind successors in interest and any owner thereof.

NOW, THEREFORE, the Declarant hereby declares that any interest in the Property is and shall be held, conveyed, and occupied subject to the covenants, easements, charges, liens, and restrictions hereinafter set forth (hereinafter the "Protective Covenants").

I. THE PROPERTY.

The real property ("Property") affected hereby and subject to this Declaration is commonly known as "Corporate Woods," a planned development located within the Village of Vernon Hills, Lake County, State of Illinois, and is more particularly described in Exhibit "A" attached hereto and incorporated herein as if fully stated.

II. DEFINITIONS.

The following words, when used in this Declaration or any Supplemental or Amended Declaration (unless the context shall specifically provide otherwise), shall have the following interpretation and effect:

A. "Association" - a formed or to be formed not-for-profit corporation to be known as "Corporate Woods Association" (or by such other name as may be available at the time of its incorporation) for the purpose of owning and/or maintaining the Common Areas and for such other purposes as may hereinafter be set forth to effectuate the intent of this Declaration, as aforesaid. For purposes of this Declaration, references to the Association or its Board shall mean the Declarant until such time as the Association is formed. Similarly, references to the Declarant shall mean the Association from and after the referenced right or duty is assigned to or devolves to the Association in accordance with the terms hereof.

B. "Building Site" - any tract, lot, or portion thereof within the Corporate Woods upon which a building or buildings and appurtenant structures may be erected, including, without limitation, any lot appearing on any recorded subdivision plan pertaining to the Property.

C. "Common Area" - Those areas designated "Common Area" or "Private Water Detention Easement" on the Plat of Subdivision of the Corporate Woods, recorded in the Office of the Recorder of Deeds of Lake County on _____ as Document No. _____ (the "Plat of Subdivision"), any facilities appurtenant thereto, berms, entryway signs or monuments and landscaping located in the right-of-ways adjacent to or on the Property, any reservoir or pumping station located on the Property and serving the Property (unless conveyed to the County of Lake or to the Village) and any other areas improvements or facilities within the Property intended for the common use or benefit of the Owners, which are so designated in this Declaration or by Declarant in a duly recorded instrument.

D. "Improvements" - all structures or other changes to the Property or a parcel or lot of any kind, whether above or below grade, including, but not limited to, buildings, equipment, utility installations, sending or receiving antennae, storage, loading, and parking facilities, walkways, driveways, landscaping, signs, site lighting, site grading, earth movement and any exterior additions, changes, or alterations thereto.

E. "Owner" - (the Party holding legal or equitable title to a Building Site and the building thereon) if any, and as used in the context of this Declaration.

F. "Party" - an individual, corporation, partnership, or any legal entity, public or private.

G. "Storm Water Facilities" - the storm water system serving the Property, in whole or in part, including areas designated "Private Water Detention Easement" on the Plat of Subdivision, conduits, inlet and outlet storm sewers and structures, wells (including electrical service and discharge pipes) designed to replenish retention ponds, catch basins, inlets, inlet leads, catch basin leads, detention basins, retention ponds, the immediate adjacent table land to such basins and ponds, and irrigation systems serving Common Areas. There shall be excluded from Storm Water Facilities storm water collecting facilities dedicated to and accepted by or owned by governmental bodies or which governmental bodies have agreed to maintain and the storm water collecting sewers and facilities within a Building Site, the principal purpose of which is to serve such Building Site.

H. "Village" - the Village of Vernon Hills, an Illinois, municipal corporation, and its successors.

III. PURPOSE.

The purpose of this Declaration is to seek to ensure the proper development and use of each Building Site within Corporate Woods. Specifically, to protect the Owner or occupant, present or future, of each Building Site against the improper development and use of other Building Sites as will depreciate the value of his Building Site; to prevent the erection in the Corporate Woods of Improvements of unsuitable design, or those built using improper or unsuitable materials, or which otherwise violate the terms of this Declaration; to prevent haphazard and inharmonious improvements; to secure and maintain sufficient setbacks from streets and adequate free spaces between structures; and, in general, to establish and maintain the values and amenities of an attractive setting for business and industry with ample open area and high quality structures and landscaping. This Declaration is further intended to complement applicable governmental and municipal regulations, and where conflicts occur, the most restrictive requirements shall be applied.

IV. GENERAL COVENANTS.

A. ZONING. The zoning of the Corporate Woods is L-1 Limited Industrial with a special use for a Planned Unit Development. Any application to change the zoning of any Building Site requires the prior written approval of the Declarant, or of the Association in the event the rights of Declarant have been transferred or assigned to the Association. Notwithstanding anything herein to the contrary, Declarant reserves the right to change the use and zoning of any Building Site Declarant owns, subject only to approval by the Village.

B. CONSTRUCTION.

1. **MATERIALS.** All improvements in the Corporate Woods shall be constructed of high-quality permanent materials and shall be designed to be durable and easily maintained. All building and other structures within the Corporate Woods shall have exterior walls constructed of attractive materials which have been approved by Declarant. (Subject to the Declarant's review and approval of color, design and application, all exterior materials shall be face brick, stone, glass, exposed aggregate panels, textured concrete, steel, aluminum or wood. Equivalent or better materials and any combination of the above materials may be used in well conceived and creative application as determined by Declarant. Common brick, concrete block, cinderblock, and split face block are specifically prohibited on any exterior wall. Accessory buildings and enclosures and any structures that are appurtenant to any building shall be approved by Declarant and shall be of similar or compatible materials, design and construction.)

2. **EXTERIOR EQUIPMENT.** Exterior mechanical and electrical equipment, including without limitation air conditioning equipment, air handling equipment, transformers, transducers, pump houses, communication towers, microwave or communications satellite dishes, vents and fans, whether mounted on the roof or walls of any building or on the ground, shall be placed or screened so that the predominant design lines of the building or structure continue without visual distraction or interruption. If any such equipment is not screened from the view of anyone within any street right-of-way by the building exterior walls, such equipment shall be separately screened either by approved building materials or otherwise. The height of any such screening shall be at least equal to the height of the equipment to be screened.

3. **UTILITIES.** All plans and specifications shall provide for the underground installation of all utilities from Building Site lines to Improvements and shall provide for appropriate safety measures or other controls, whether of a temporary or permanent nature, as may be prudent under the circumstances and as set forth by local, state, or federal governmental agencies. Any connection of underground utility involving crossing a public roadway shall be accomplished only by auguring and casing the carrier pipe. Wherever feasible, utility connections made above ground level shall be located within buildings. If utility connections are above ground and not within a building, such as exposed utility boxes, where feasible they shall be screened using landscaping or other suitable designs and materials.

C. OBJECTIONABLE USES. Any use which is deemed by the Declarant to be incompatible or objectionable, including without limitation any use which, in the Declarant's opinion, might produce offensive or unusual odors, fumes, dust, smoke, noise or pollution, or which might produce an unusual danger of fire, explosion or other casualty, shall not be permitted in the Corporate Woods. All business, production servicing, and processing shall take place within completely enclosed buildings unless expressly approved by the Declarant and the Village.

D. PARKING.

1. PARKING AREAS. Each Building Site shall contain all required parking facilities entirely within the site. Parking on street rights-of-way is expressly prohibited. No parking areas or driveways, except access driveways, shall be constructed within the front setback of any Building Site without approved screening and landscaping.

2. ACCESS DRIVEWAYS. No access shall be permitted from Building Sites directly to Route 21 or Route 45 without the express approval of the Declarant and the Village.

3. TRAILER PARKING. No storage or overnight parking of trucks or truck trailers shall be permitted except in off-street loading areas or as provided in Section IV F. below.

4. REQUIRED SPACES. In determining the number and location of the required parking spaces for each Building Site, the exact nature of the proposed use, the anticipated number of employees and the manner of their employment, the anticipated number of visitors and customers, the nature and location of all proposed buildings and structures and other relevant matters shall be considered.

E. OFF-STREET LOADING AREAS. Provision for handling all truck service shall be totally within each Building Site. No off-street loading areas or loading docks shall be located within forty feet (40') of the closest point of intersection of two (2) or more public rights-of-way. No loading space shall be located in a required yard. Loading space adjacent to any street must be totally enclosed within a building. Open off-street loading spaces shall be adequately screened from adjacent streets and sites by a fence, wall, door, landscaping or combination thereof.

F. OUTSIDE STORAGE AND DISPLAYS. The out-side display of materials or merchandise for advertising or merchandising purposes is prohibited. Out-door storage of any kind shall be permitted only upon prior approval of both Declarant and the Village, and then generally only behind a principal building or within the rear half of the Building Site, if screened from the

view of any one within any street right-of-way by screening walls, earth berms or plant material at least equal in height to the material being stored. All equipment and facilities for the bulk storage of liquids, petroleum products, fuels, refuse, water and similar materials shall be deemed to be outside storage. Any trash in garbage, storage, pickup areas, receptacles or dumpsters shall be located within an enclosed building or an area (open to the sky) enclosed by screening walls, earth berms or plant materials at least equal to height to the material being stored. Such storage areas or structures shall not be located within required front, side or rear yard areas.

D. LANDSCAPING.

1. GENERALLY. All open areas on each Building Site not occupied by buildings, structures, out-side storage areas, parking areas, street right-of-way paved areas, driveways, walkways and off-street loading areas shall be suitably graded and drained and shall be landscaped with lawns, trees, and shrubs. Lawns shall be seeded or sodded with bluegrass predominant mixtures. A landscape plan must be submitted in accordance with Section V for review and approval.

2. PRESERVATION OF TREES. All reasonable efforts shall be made to preserve the existing trees on each Building Site.

3. PARKING AREAS. Parking areas adjacent to a street shall be screened from the street(s) by landscaped berms, hedges, or plantings. There shall be a landscaped buffer strip between every parking area and adjacent Building Sites located at least eight feet (8') from the Building Site lot line. Said buffer strip shall contain at least one shade tree, at least three inches (3") in diameter, for every forty (40) lineal feet of parking area.

4. MINIMUM PLANTING REQUIRED. Each Building Site shall include a minimum of one (1) three inch (3") shade tree in frontage areas for each forty (40) lineal feet of Building Site frontage. It is recommended that trees be grouped in clusters and oriented to harmonize with adjacent landscaping in place or proposed landscaping.

5. LANDSCAPE MAINTENANCE. All landscaping on each Building Site and on the landscaped portions of any abutting street right-of-way shall be properly maintained by the owner or tenant of the Building Site, which maintenance shall include removal of all trash and debris and all necessary cutting, watering, fertilizing, aerating, spraying, pruning and required replacements.

CS-3
TA-1

6. TIME. All landscaping on each Building Site shall be completed within six (6) months after occupancy or completion of any building thereon, whichever first occurs. The time for completion may be extended by Declarant if there are delays caused by adverse weather conditions or by other causes beyond reasonable control.

CS-3
H. FENCING. Fencing shall be permitted only to secure outside storage or in connection with design screening. All fencing shall be approved by Declarant and be constructed with materials compatible with those used in the major building in the Building Site. All metal fencing shall be screened by landscaping.

TA-2
I. EXTERIOR LIGHTING.

TA-2
1. PLAN. Each Building Site shall have adequate exterior lighting for its intended use minimizing glare and without creating lighting which would be annoying to other sites. An exterior lighting plan must be submitted in accordance with Section V for review and approval.

TA-2
2. COLOR, TYPE. All exterior lighting shall be of the high pressure sodium vapor type and/or color. No neon lights and no traveling, flashing or intermittent lighting of any kind shall be permitted.

TA-2
3. POLE HEIGHT. All pole mounted exterior lighting fixtures shall be on poles no higher than thirty feet (30').

4. HOURS OF OPERATION. All exterior lighting shall be continuously operated each night from dusk until midnight.

CS-1
5. UNDERGROUND WIRING. All outside wiring for exterior lighting shall be installed underground.

CS-1
J. SIGNS AND GRAPHICS. All signs, visible from the exterior of any building, must be submitted in accordance with Section V for review and approval prior to their installation. Signs shall conform with the "Signage Concept" as described in Exhibit "B" attached hereto and incorporated herein, which may be amended by Declarant from time to time. All signs shall be maintained in a safe and presentable condition at all times, including replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts. The Association shall maintain and replace as necessary any signs identifying "Corporate Woods," the location and design of which shall be determined by Declarant as approved by the Village.

K. CONDITION OF PREMISES. Each Building Site in the Corporate Woods and all structures, buildings, appurtenances, screening, fences, parking areas, driveways, outside storage

areas, off-street loading areas, walks, drainage channels, signs, landscaping and other improvements of whatever nature thereon shall be maintained at all times in a safe, clean and wholesome manner and in first class condition and repair, replacements being made if necessary. All construction shall be commenced and diligently pursued. The Owner of any Building Site under construction shall, at all times, keep public and private streets used by such Owner in connection with construction, and the Building Site, free from any dirt, mud, garbage, trash or other debris which might be occasioned by such construction. In the event an Owner does not commence construction of Improvements within twelve (12) months of the date of conveyance of the Building Site from Declarant to the Owner, the Owner shall landscape the Building Site with no less than an appropriate ground cover, such as field grass or sod, and thereafter maintain such ground cover in a clean, neat and safe condition, keeping it mowed at a height not to exceed four (4) inches until the commencement of construction of Improvements. The aforesaid twelve (12) month period may be extended with the written approval of Declarant. If any Building Site is not being maintained as required, the Association or the Declarant may give the Owner of such Building Site written notice of the failure, and if the Owner fails to comply with this provision within fifteen (15) working days after such written notice (or within a longer period of time if the required work cannot reasonably be completed within fifteen (15) days and if the required work is commenced within said fifteen (15) day period and thereafter is continued with due diligence and dispatch), the Association or the Declarant shall have the right to enter upon the Building Site and perform the required maintenance or repairs at the expense of the Owner. The Association or the Declarant shall give written notice of the cost of such maintenance or repairs to the Owner and such cost shall be reimbursed by the Owner to the Association or the Declarant within ten (10) days after the date of such notice. If the amount due is not reimbursed within said period, it shall bear interest at a per annum rate equal to four percent (4%) above the rate then being charged from time to time by the First National Bank of Chicago to its largest customers of the highest credit standing for short term unsecured loans and shall be considered delinquent, and judgment may be confessed therefor and for costs, expenses and attorney's fees as provided in Section VI.A hereof.

L. MAINTENANCE EASEMENT. Declarant hereby reserves, for itself and for its designees or employees, and the Association shall have the free and unrestricted right, license and privilege to have free and unrestricted access upon and across the Corporate Woods and each Building Site, and, upon reasonable notice, any buildings and structure thereon, for the purpose of performing any work the Declarant or the Association shall have the right to perform pursuant to the provisions of this Declaration. Each Owner, mortgagee, and tenant of any Building

Site, by accepting title thereto or an estate therein, shall be deemed to have consented to the foregoing reservations and to have granted the foregoing rights. The Declarant and the Association shall use all reasonable efforts to avoid interfering with the normal business operations of anyone occupying such Building Sites.

M. STORM WATER FACILITIES.

1. **EASEMENTS.** Easements for the retention and/or detention of water for the benefit of the Corporate Woods and the individual Building Sites are hereby declared upon those portions of the Property which are designated herein for such purpose or on the Plat of Subdivision as "Private Water Detention Easements." It is understood that any such retention and/or detention areas may, in the future, be reshaped, altered, or relocated within the aforementioned easements to meet required governmental standards or engineering requirements, but no such reshaping, alteration, or relocation shall be made without the prior written approval of the Corporate authorities.

2. **MAINTENANCE.** It is recognized and understood that the Storm Water Facilities serve both important functional and aesthetic purposes and that their repair and maintenance is of vital concern to all parties having an interest in the Corporate Woods. In order to ensure that these areas are in full and good working order, are sightly and well kept, and comply with applicable governmental regulations, they are to be considered Common Areas and the responsibility for their maintenance and repair, including the cost thereof, shall be that of the Association. The Storm Water Facilities on any Building Site shall include any area designated "Private Water Detention Easement" on the Plat of Subdivision and twenty feet (20') around the outside of each Private Water Detention Easement. Where necessary or advisable, said delineation may be adjusted in order to accommodate specific topographical conditions and/or the location of Improvements and, where feasible and practical, a physical demarcation should be utilized in order to facilitate recognition of the respective maintenance areas. Notwithstanding anything herein to the contrary: (i) individual Owners shall be responsible for the maintenance, including the cost thereof, of plantings located adjacent to any pond on the Owner's Building Site; and (ii) all areas designated "Drainage Easements" on the Corporate Woods Plat of Subdivision and located on a Building Site shall be maintained by the Owner thereof (said maintenance shall include, but not be limited to, keeping said Drainage Easements clear of debris and other accumulations, insuring that the flow of storm water is not blocked or hindered, and maintaining the Drainage Easement in accordance with the landscape plan for the Building Site).

3. IMPAIRMENT. It is understood that no Owner, by either act or omission, shall do or refrain from doing any act the effect of which will impair the function and/or aesthetics of the Storm Water Facilities or any appurtenances utilized in connection therewith. Where as a result of the act or omission of an Owner, its agents, invitees, contractors, subcontractors, employees, etc., an extraordinary expense is incurred by the Association with regard to the repair or maintenance of the Storm Water Facilities, such expense shall be due and payable by the party so charged upon demand therefore, the unpaid portion of which shall accrue interest at the rate set forth in Section IV.K hereof, and shall be a lien in the same manner as provided hereinabove in Section VI.A.

V. SUBMITTAL PROCEDURES.

A. REQUIRED PROCEDURES. Owners or their designated representative shall be required to present their development proposals to Declarant.

B. SUBMISSION DOCUMENTS. Owners or their designated representative shall submit detailed information in writing regarding the proposed use of the Building Site, copies of all permits and any accompanying correspondence, erosion and sedimentation control plans and other plans submitted for governmental approval and three (3) full sets of construction plans, drawings, and specifications showing or stating all aspects of the proposed development, including without limitation the following:

1. location of all structures, easements, street rights-of-way, and setback lines;
2. location of all walks, driveways and curblines *+ other ingress + egress*
3. layout and location of all parking areas, including location and dimensions of all spaces, circulation of aisles, islands, curbs and bumpers; *specify total number of parking spaces + handicap spaces*
4. layout and location of all off-street loading areas;
5. layout and location of all outside storage areas, including identification and size of the material to be stored and location and dimensions of all fencing and screening;
6. all landscaping, including location, height, spread, type and number of trees and shrubs and location and type of all ground cover and lawn material; *both proposed + currently on site. specify which on site veg. will be retained.*
7. location, height, intensity and fixture type of all exterior lighting; *include lighting diagram*

8. location, size and type of all pipes, lines, conduits and appurtenant equipment and facilities for the transmission of sanitary sewage, storm water, water, electricity, gas, telephone, steam and other utility services;

9. location, size and type of all fencing;

10. architectural floor plans, building elevation, wall sections and details of each building, *including height of building in stories & ft. Specify FAR or DU per acre if res.*

11. building material and color information, including samples;

12. temporary construction sign design;

13. permanent sign design (showing location, size, type and material and color information);

14. site coverage data and calculations; *specify FAR or DU per acre if res dev.*

15. parking data and calculations, including base data for projected needs;

16. site drainage data and calculations, including finished contour lines and spot elevations; and

17. description of proposed use.

C. SCALE AND DETAIL. All architectural plans and construction drawings submitted shall be to a scale of not less than one inch (1") equal to sixteen feet (16'). All site plans submitted shall be to a scale of not less than one inch (1") equal to fifty feet (50').

D. NO USE PRIOR TO APPROVAL. No building, structure, sign or improvement of any kind shall be commenced, installed, erected, placed, assembled, altered, moved onto or permitted to remain on any Building Site, nor shall any use be commenced on any Building Site, unless and until the plans, drawings and specifications for the same (including a description of the proposed use) have been submitted to, reviewed and approved in writing by Declarant in accordance with this Section V. No Building Site Owner shall apply to any public authority for any construction or building permits for any project before written approval of the plans, drawings, and specifications has been given. The Village, the Declarant or the Association shall have the right to enter on and to remove any sign erected without prior written approval.

E. CHANGES. No construction or use that is inconsistent with, in addition to or materially different from any previously approved plans, drawings, and specifications shall be commenced or permitted until final construction drawings and specifications reflecting such change or addition have been approved in accordance with this Section V.

F. APPROVAL AND DISAPPROVAL.

1. STANDARDS. Declarant shall have the right to disapprove any construction plans, drawings, and specifications because they are not in accordance with the purposes set forth in Section III hereof, or because they fail to comply with any requirement of this Declaration or the Corporate Woods Signage Concept or because they fail to include any information which is required by this Declaration or which reasonably may have been requested by Declarant. The approval or disapproval of Declarant pursuant to the general provisions of this Declaration shall not be deemed to be limited by reason of any specific illustrations or requirements set forth herein.

2. TIME FOR APPROVAL. Declarant shall approve, disapprove, or request any additions or supplemental information relating to any construction plans, drawings, and specifications within thirty (30) days after such construction plans, drawings, and specifications are submitted, unless during said 30 day period Declarant determines that, as a result of the nature of the submittal or the issues raised thereby, an additional period of time is necessary, in which case Declarant shall notify Owner that an additional sixty (60) day period is required.

3. LIABILITY FOR VIOLATION. Any person, firm or corporation violating this Section V shall be liable for all costs incurred in remedying such violations, including, but not limited to, attorney's fees and court costs.

4. DECLARANT'S LIABILITY. Declarant shall not be liable for damages to anyone so submitting plans and specifications for approval or making any other requests of Declarant by reason of mistaken judgment, negligence, or nonfeasance of the Declarant, including the acts or omissions of its agents or employees, arising out of or in connection with the approval or disapproval of said submittals.

5. FEES. It is understood that all grading and engineering plans shall be submitted to the Declarant for approval by a licensed engineer selected by Declarant in order that said grading and engineering plans will conform with the overall grading and engineering plan for the Corporate Woods. It is understood that all costs and fees incurred by Declarant in conjunction with such engineering and grading plan review shall be paid in such manner as Declarant shall reasonably require by

the party submitting said plans and approval irrespective of the outcome of said review. It is estimated that the fee for such plan review shall be One Hundred Fifty Dollars (\$150.00) per acre based upon 1986 cost and expense criteria.

G. TRANSFER OF REVIEW RIGHTS TO ASSOCIATION.

Declarant's right to approve or disapprove construction plans, drawings and specifications may, at Declarant's election, be transferred to the Association in accordance with the provisions of Section XI.

VI. ADMINISTRATION.

A. AUTHORITY.

1. INITIAL CONTROL. The Association's rights, duties and obligations under this Declaration shall be administered by Declarant so long as fifty percent (50%) or more of the Corporate Woods is owned by Declarant. At such time as Declarant no longer owns fifty percent (50%) or more of the Corporate Woods, or sooner if Declarant so elects, Declarant shall cause to be established in accordance with the provisions of this Section VI an Illinois non-profit corporation with a five (5) member Board of Directors.

2. ESTABLISHMENT. At such time as Declarant is required or elects to establish a Board of Directors to administer this Declaration, Declarant shall designate the initial five (5) directors.

3. ASSOCIATION AS OWNER OF LAND. The Association shall have the right to accept and convey title in fee simple to real property located within the Corporate Woods or contiguous, adjoining or adjacent to the Corporate Woods, in order to provide for, maintain, operate and improve the environmental quality of the Corporate Woods.

4. OBLIGATIONS AND POWERS. The Association shall (a) provide for the enforcement of this Declaration; (b) establish policies and procedures for the review and approval of plans and specifications as required by this Declaration; (c) have the right to provide for any improvements or for the maintenance of any improvements which it reasonably deems necessary or desirable in accordance with this Declaration; (d) have the right to make whatever arrangements which it reasonably deems necessary or desirable for the security of the people and businesses in Corporate Woods; (e) otherwise establish such policies and procedures which it reasonably deems necessary or desirable in accordance with this Declaration; and (f) have the power (provided said power is exercised in a reasonable manner) to own personal property, formulate additional regulations and to make or grant such variances and exceptions

from the provisions of this Declaration which it deems consistent with the basic objectives of the the Corporate Woods. The Association will hold title to, pay real estate and other taxes on (except individual Owners shall hold title to and pay real estate taxes on detention and retention areas located on their Building Site), and maintain those areas of the Corporate Woods which are established for the common benefit of all Owners of land within the Corporate Woods, including, without limitation, all Common Areas, all entrances to the Corporate Woods, park, pond areas, and other landscape features not maintained by the Village or individual Owners, all of which are hereby specifically authorized. In addition to the foregoing, the Association shall, prior to the acceptance of dedication from time to time by the appropriate governmental body or public authority or utility of all or any part or parts of the public street rights-of-way within the Corporate Woods, street lighting, water and sanitary sewer lines, and other utility facilities in the Corporate Woods, be responsible for the maintenance and repair of said improvements, including the maintenance of all landscaping and the removal of snow, from the improved public street rights-of-way within the Corporate Woods. The Association shall also have the express power to dedicate the aforesaid improvements and facilities to any governmental authority.

5. MEMBERSHIP. Upon formation of the Association, each Owner of a Building Site shall be a member of the Association and each purchaser of a Building Site by acceptance of conveyance thereof, covenants and agrees to become a member of the Association. Membership in the Association shall automatically terminate upon the sale, transfer, or other disposition of a member's title ownership in a Building Site, at which time the new Owner of such title interest shall automatically become a member of the Association. No member shall have any right or power to disclaim, terminate, or withdraw from his membership in the Association or from any of its obligations as a member by non-use of the Common Areas or otherwise.

6. VOTING RIGHTS. The Association shall have two (2) Classes of voting membership:

a. CLASS A. Class A members shall be all those who own Building Sites within Corporate Woods except the Declarant. Each Class A member shall be entitled to one (1) vote for each forty thousand (40,000) square feet of land area that said member owns within Corporate Woods. Fractional votes shall be determined by rounding the remainders to the nearest ten thousand (10,000) square feet and dividing the rounded number by forty thousand (thus, votes shall be cast only in fractions divisible by .25). Where more than one party holds the particular interest or interests, the vote for such square footage shall be exercised as said Owners determine among themselves, but in no event shall more than one (1) vote be cast with respect to

any forty thousand (40,000) square feet or part thereof as aforesaid.

b. CLASS B. The Class B voting member shall be the Declarant. The Class B voting member shall be entitled to three (3) votes for each forty thousand (40,000) square feet that said member owns within Corporate Woods. Fractional votes for the Class B voting member shall be computed in the same manner as provided hereinabove for the Class A members. Provided, however, that the Declarant's Class B voting membership shall cease and shall be converted to Class A voting membership on the happening of any of the following events, whichever occurs first:

(1) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(2) Seven (7) years from the date hereof;
or

(3) Whenever the Declarant shall so elect.

Notwithstanding anything to the contrary in this Declaration, amendments to this Section shall only be effective upon the unanimous written consent of all Class A voting members and all Class B voting members.

7. LEVYING OF ASSESSMENTS.

a. AUTHORITY. The Association shall have the power to levy, subject to any mortgage now or hereafter a lien against the subject premises, general and special assessments upon and against the Owners of the Building Sites in Corporate Woods for the purpose of carrying out the obligations, duties and powers herein set forth, including any legal and other costs incurred in enforcing this Declaration in accordance with the terms hereof. All assessments shall be on a calendar year basis. All assessments and changes pursuant to this Declaration, together with interest thereon and costs of collection, shall be charged as a continuing lien upon the building Site of its Owner until paid.

b. PROCEDURES. The initial annual assessment payable to the Association shall be fixed by the Declarant in its reasonable discretion, giving due consideration to the Cost of Maintenance for the prior twelve (12) month period. Commencing with the next fiscal year and for each year thereafter, the Association shall estimate in writing its costs of operation for the coming year and same shall be assessed and paid no more frequently than quarterly in advance by each Owner or as the Association shall otherwise direct. Such assessment shall take into consideration the cost of or reserves for any contemplated

repair, replacement, or renewal of a specified Improvement upon the common area or the personal property and facilities maintained by the Association. If the assessment proves inadequate for any reason (including non-payment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Association may increase or decrease the assessments payable hereunder by giving written notice thereof (together with a revised estimate) to each Owner not less than ten (10) days prior to the effective date of the revised assessment. At least once each year, the Association shall deliver to each Owner a statement of actual costs for the prior year along with a reconciliation of estimated assessments with actual costs and reserves. The Board shall have the power to levy additional assessments as provided in the By-Laws of the Association. Each Owner shall be assessed for a pro rata share of all assessments, such share to be a fraction, the numerator of which is the number of square feet owned by the Owner in the Corporate Woods, and the denominator of which is the number of total square feet contained in the Corporate Woods. Any Owner shall have the right to examine the Association's records relative to any assessment provided that reasonable notice is first given and provided that said Owner bears all costs of said examination. All assessments shall be prorated as of the date title transfers to a new Owner.

c. USE OF FUNDS. All assessment funds received by the Association shall be used to provide for, maintain, and improve the qualities of the Corporate Woods. Specifically, such funds may be expended to:

(1) provide for, maintain and operate the Corporate Woods Common Areas, including, without limitation: entrances, street rights-of-way, pathways, recreational facilities, directional and informational signs, public area lighting, park area, street medians, drainage, and any other improvements relating to the enhancement of the overall quality of Corporate Woods;

(2) provide for the administration and enforcement of this Declaration, including reasonable administrative staff requirements and expenses; and

(3) fulfill any of the obligations of the Association and Declarant hereunder.

d. NOTICE OF ASSESSMENT. Notice of each assessment shall be given by sending a written notice by postage prepaid certified mail addressed to the last known or usual post office address of the Owner of any Building Site or by posting a brief notice of the assessment upon the Building Site itself.

e. NONPAYMENT OF ASSESSMENT. Any assessments or charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after due date, the assessment or charge shall bear interest from the due date at the rate set forth in Section IV.K hereof, and the Declarant or Association, as the case may be, may bring an action at law against the Owner personally obligated to pay the Assessment or charge or foreclose the lien against the Building Site owned by such Owner and the interest, together with the costs and reasonable attorneys' fees of any such action, shall be added to the amount of such assessment or charge and to any judgment or decree therefor. The lien provided for under Section VI.A.7 shall secure the payment of the assessment or charge, interest thereon and the aforesaid costs and reasonable attorneys' fees. No Owner may waive or otherwise avoid liability for an assessment or charges as provided for herein by non-use of Common Areas and facilities, or abandonment of its Building Site.

f. SUBORDINATION. The lien for any assessment or charge provided in this Declaration shall be subordinated to the lien of any bona fide security device, including mortgage, trust deed, and sale and leaseback, obtained by the Owner for the purposes of the improvement or acquisition of a Building Site, provided, however, that such subordination shall apply only to the assessments and charges which have become due and payable prior to a sale or transfer of such Building Site pursuant to or in lieu of foreclosure by the holder of such security interest. Such sale or transfer shall not relieve the Building Site from the lien for any assessments or charges thereafter becoming due nor from the lien of any subsequent assessments or charges.

g. EXEMPT PROPERTY. All parts of the Corporate Woods dedicated to and accepted by the Village, or any other public authority or owned by the Association shall be exempt from assessments, charges, and liens created under this Declaration.

h. BY-LAWS. Upon incorporation of the Association, Declarant shall establish appropriate By-Laws for the association through which the Association can carry out the purposes of this Declaration.

B. ENFORCEMENT. This Declaration shall operate as a covenant running with the land, and all provisions hereof shall be enforceable by Declarant, the Association, Village, and every Owner by a proper proceeding, either in equity or at law. Further, Declarant, the Village and the Association shall have the right to sue for and obtain an injunction, prohibitive or mandatory, to prevent the breach of or to enforce the observance of the covenants, conditions, restrictions, reservations and easements herein set forth, but the failure of the Declarant or

the Village or the Association to enforce any of the covenants, conditions, restrictions, reservations or easements herein set forth, at the time of any violation, shall not be deemed to be a waiver of the right of the Declarant or the Village or the Association to do so as to any subsequent violation. This Declaration may also be enforced by (a) suit to recover damages, (b) suit to enforce a lien against the Owner's Building Site, or (c) any other available remedy at law or equity. Further, Declarant and the Association are each empowered to take all immediate action it deems necessary, at the cost and expense of any Building Site Owner, to correct any violation of this Declaration relating to such Building Site, including without limitation the power to exercise the right, license, and permission to enter upon any Building Site with men, equipment, materials and other necessary articles, all without being guilty of trespass and without being subject to any liability or damages, to complete any work necessary to correct any violation of this Declaration. Reasonable care will be used in the performance of such work. In the event that Declarant or the Association deem it necessary to secure the services of an attorney to enforce any provision of this Declaration, the fee of such attorney and all other costs connected with the contemplated or actual legal proceedings shall be paid by the Owner of the Building Site which is the subject of the proceedings. Written notice of such costs shall be given to the Building Site Owner and such costs shall be reimbursed by the Building Site Owner within ten (10) days after the date of such notice. If such costs remain unpaid, they shall be considered delinquent and shall constitute a lien upon the Building Site pursuant to Section VI.A.7.

VII. COMMON AREAS AND DRAINAGE FACILITIES.

A. TRANSFER. Declarant may, at any time(s), convey to the Association all or any part of its right, title, and interest to the Common Areas and assign to the Association any or all of its obligations for the performance of maintenance.

B. COMMON AREA REAL ESTATE TAXES. Whenever a Building Site contains within its boundaries land designated herein as Common Area, the Building Site Owner shall be liable for all real estate taxes and assessments on the total Building site, including said Common Areas.

C. RIGHTS OF VILLAGE TO MAINTAIN.

1. COMMON AREA MAINTENANCE. If an Owner or the Association shall not have exercised diligence in the care, maintenance, and appearance of the Common Areas, the Village may, but shall not be obligated to, at its sole discretion, upon thirty (30) days notice, enter upon such Common Areas and provide such care and maintenance as may be required to maintain said

facilities. In the event the Village shall provide care and maintenance as provided herein, it shall have the option and discretion to assess and collect its costs from the Association and, in the event said Association refuses or is unable to act for any reason or has been dissolved by the State of Illinois, then, in that event, the Village shall at its sole option and discretion have the right to succeed to any or all of the rights and powers of assessment, lien, and enforcement contained in the Association By-Laws, if such By-Laws are in existence, and as granted herein to the Association and the Declarant.

2. BUILDING SITE MAINTENANCE. If any Owner shall not have exercised diligence in the care and maintenance of Drainage Easements located on its Building Site, the Village may, but shall not be obligated to, at its sole discretion, upon thirty (30) days notice, enter upon said Owner's Building site for the purpose of providing such care and maintenance as may be required to maintain said facilities. In the event the Village shall provide care and maintenance as provided herein, it shall have the option and discretion to assess and collect its costs from the Owner. If the Owner in question fails to pay the Village as herein provided, the Village shall have the same rights and powers of lien and enforcement granted to the Association pursuant to its By-Laws, if such By-Laws are in existence, and as granted herein to the Declarant.

VIII. RIGHT TO RESUBDIVIDE.

Once a Building Site has been purchased from Declarant, its successors or assigns, such Building Site shall be considered as a single unit and further subdivision of a portion of the Building Site is prohibited unless written approval is given by Declarant which approval shall not unreasonably be withheld.

IX. ADDITIONAL LAND.

Declarant, from time to time and at any time before it has conveyed all of the Corporate Woods, shall have the right to render other land that is adjoining or adjacent to the Corporate Woods or to any street right-of-way adjacent to the Corporate Woods or to any other property then subject to this Declaration subject and subservient to this Declaration in all respects by executing and recording a supplement to this Declaration containing: A description of the land to be added; a statement that Declarant is the record owner in fee simple of such land, or in lieu thereof, a statement that all other persons, firms or corporations having an interest in such land have joined in such supplement; a statement of the additional restrictions or burdens to which such land shall be subjected, if any; and a statement of the restrictions, burdens or provisions of this Declaration which shall be applicable to such land in modified form, if any. Following the execution, delivery and recording of such

supplement, but subject to its terms, such land and the then and future owners, tenants, mortgagees and other occupants of all or any part thereof shall in all respects be fully subject to this Declaration and all rights, privileges, obligations, duties, liabilities, responsibilities, burdens and restrictions contained herein, including but not limited to the obligation for payment of assessments, as though such land had originally been included in and subject to this Declaration.

X. DURATION OF RESTRICTIONS.

Each of the conditions, covenants, restrictions, reservations and easements herein contained shall continue and be binding upon Declarant and upon its successors and assigns and upon each of them, and all parties and persons claiming under Declarant for a term of twenty-five (25) years from the date this Declaration is recorded, after which time it shall automatically extend for successive periods of five (5) years unless an instrument has been recorded, agreeing to terminate or amend this Declaration in whole or in part, as provided hereunder.

XI. APPOINTMENT OF SUCCESSOR TO DECLARANT.

If Declarant transfers or leases all or substantially all of its then interest in and to Corporate Woods in a single transaction (which transfer shall be deemed to include a transfer resulting from foreclosure or deed in lieu of foreclosure), all of Declarant's rights under this Declaration may be assigned to and assumed by such transferee or lessee. Trust No. 66865 and Trust No. 64661 may, at any time, transfer all of its rights, duties and obligations under this Declaration to the other and upon such transfer, the transferee shall be deemed the sole and only Declarant hereunder. Declarant may, at any time, transfer part or all of its rights, duties and obligations under this Declaration to the Association. Such transfer shall be effective and binding upon the Association as of the day it is notified of such transfer. The foregoing transfers and assignments shall be evidenced by signed and acknowledged written declarations recorded in the Office of the Recorder of Deeds for Lake County, Illinois. In the event Declarant or its duly designated successor shall no longer possess a fee simple interest in the Property, the rights and obligations of Declarant shall devolve to the Association.

XII. RESERVATION OF EASEMENTS FOR UTILITIES.

Non-exclusive Easements for the benefit of Declarant are hereby declared in the designated set back areas between the building lines (designated on the Plat of Subdivision or in Village ordinances) and the boundaries of individual Building Sites as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility

services over, across, under and through the Property (including but not limited to public service wiring, conduits or lighting, power and telephone lines, gas lines, sanitary sewer, storm sewer and water). Said easement, at Declarant's election, may be assigned to the Village, the Association and/or appropriate public agencies and utilities. No Buildings may be located upon said easement but, subject to the limitations of Village ordinances and this Declaration, landscaping, parking and access drives may be located thereon.

XIII. MISCELLANEOUS.

A. PARTIAL INVALIDITY. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any of the other portions, all of which shall remain in full force and effect.

B. INTERPRETATION. This Declaration shall be interpreted for the mutual benefit and protection of the Owners and tenants of the Corporate Woods and in furtherance of the basic goals of this Declaration. Any discrepancy, conflict or ambiguity which may be found herein shall be resolved and determined by Declarant and, in the absence of an adjudication by a court of competent jurisdiction to the contrary, such resolution and determination shall be final.

C. CAPTIONS. The table of contents, captions and organizational numbers and letters appearing in this Declaration are inserted only as a matter of convenience and neither in any way define, limit, construe or describe the scope or intent of this Declaration nor in any way modify or affect this Declaration.

D. GOVERNING LAW. This Declaration and the rights of the Owners of the Corporate Woods hereunder shall be governed by the laws of the State of Illinois.

E. LIMITATION OF LIABILITY. Neither Declarant nor its agents, its employees nor any disclosed or undisclosed principal of Declarant shall have any liability hereunder after it ceases to hold title to all or substantially all of the Corporate Woods, except for obligations as the owner of one or more building sites or those which may have theretofore accrued. Neither Declarant nor its agents nor its employees nor any disclosed or undisclosed principal of Declarant shall have any personal liability with respect to any of the provisions of this Declaration or the Corporate Woods, or shall be liable in damages or otherwise to anyone submitting plans, construction drawings or specifications for approval or making drawings or specifications for approval or making any other request of Declarant, or to any Owner, tenant or sub-tenant of property in the Corporate Woods, by reason of any mistake in judgment, or any negligence or nonfeasance arising out

of or in connection with (i) the approval or disapproval, or failure to approve or disapprove, any plans, construction drawings for specifications or other request; (ii) the enforcement or failure to enforce the terms of this Declaration; and (iii) the administration of this Declaration; and anyone who submits plans, construction drawings or specifications or any request to Declarant for approval, by the submission of such plans, construction drawings or specification or request, and the Owner, tenant, mortgagee or sub-tenant, by acquiring title to or an interest in the Corporate Woods or any part thereof, agrees, to the extent permitted by law, not to bring any action or suit to recover from any such damages against Declarant. Further, if Declarant is in breach or default with respect to Declarant's obligations under this Declaration or otherwise, any interested party shall look solely to the equity of Declarant in Corporate Woods for the satisfaction of any obligation of liability. The assets of Corporate Woods shall be applied first to payment of costs (including legal fees) in the defense of any action filed against Declarant, Corporate Woods or the trustees.

F. AMENDMENTS. The Association shall have and it is hereby granted, the power to terminate or to amend, modify, or otherwise alter this Declaration and each and all of the terms and provisions hereof and each and all of the rules, covenants, easements, agreements, and restrictions herein contained, at any time and from time to time, by action recommended by the Board of Directors and approved by the affirmative vote of members owning 75% of the property subjected to this Declaration, subject to the limitation that such action shall not cause the Common Areas, or any part thereof, to be in non-compliance with any zoning ordinance or other applicable law or governmental regulation. The Declarant hereby reserves the right to amend this Declaration at any time for the purpose of correcting clerical errors or clarification of the terms of the Declaration without the consent of any other party, provided said amendments do not constitute a material and substantial change to the Declaration. Anything herein to the contrary notwithstanding, no changes or amendments to this Declaration which would affect the rights reserved herein to the Village shall be effective without the prior written approval of the Corporate Authorities.

G. RECAPTURE AND VILLAGE CHARGES. Nothing contained in this Declaration shall in any manner limit the right of the Declarant to enter into and enforce Recapture Agreements with the Village or any other governmental authorities having jurisdiction over the subject matter of such Agreements.

H. NOTICES. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when delivered in person and receipted for or after deposit in the United States Mail, certified, return receipt requested, postage prepaid, addressed, to an Owner, at

its last known address as shown on the records of the Declarant or the Association and to the Association, at the address to which assessments are mailed.

I. TRUSTEE'S EXCULPATION. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings, and agreements herein made on the part of Declarant, while in form purporting to be the representations, covenants, undertakings, and agreements of said Declarant, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings, and agreements by Declarant or for any other purpose or intention other than the limited purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by American National Bank and Trust Company of Chicago, not in its own right, but solely in the exercise of the powers conferred upon it as Trustee of Trust No. 64661 and Trust No. 66865, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant on account of this instrument or on the account of any representation, covenant, undertaking, or agreement of said Declarant in this instrument contained, either expressed or implied, all such personal liability, if any being expressly waived and released.

IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed under seal this ____ day of _____, 1986.

DECLARANT:

ATTEST:

AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally, but as Trustee under trust agreement 64661

By: _____

Its _____

ATTEST:

AMERICAN NATIONAL BANK AND TRUST COMPANY, not personally, but as Trustee under trust agreement 66865

By: _____

Its _____

This instrument prepared by:

Donna L. Head
Gould & Ratner
300 West Washington Street
Suite 1500
Chicago, Illinois 60606
312/ 236-3003

EXHIBIT B

THE CORPORATE WOODS SIGNAGE CONCEPT

Effective signage is necessary in any business environment. Both residents and visitors must be informed, directed and controlled, but all too often, the needs for signage are distorted into a confusing and ugly assortment of random signs. They not only fail to communicate, they become a visual blight on the surroundings.

Because THE CORPORATE WOODS is a unique departure from the typical industrial/office park development, it was decided that we should establish a total system of signage for the entire park which would meet its special needs and also blend with the character of the development and the community.

While signage may serve strangers most, it is a constant and very visible environmental element to the residents of the community. Therefore, it is vital that the signage meet the same high standards of aesthetic quality as the community itself.

There should be no predetermined rules regarding the size, shape or color of the sign, however, it is the intention of this concept that the signage should be in aesthetic balance with the size of the site, its buildings, and the surrounding properties. The height of the sign should be predetermined so that the center line of the main panel is always at the optimum viewing height for a person seated in an automobile. In no instance should the height of a free standing sign exceed ten feet measured from the curb elevation.

Vehicular control signage should fulfill a need, command attention, convey a clear and unmistakable meaning, command respect of the road users and give adequate time for proper response. Particular attention should be given to the location of the signage at proper decision points to insure maximum effectiveness, to avoid confusing backgrounds, and to not obscure vehicular traffic.

Signs may be illuminated, either internally, directly, using ground mounted lighting, or be non-illuminated. With the possible exception of certain multi-tenant buildings, the signs or industrial cut-out letters placed or affixed to the building exterior should be prohibited.

The most direct way to control the impact of signage is to standardize its design throughout, yet too much of the same thing is monotonous and boring. Additionally, each corporate resident in THE CORPORATE WOODS needs to identify itself. Some, in fact,

have corporate identity programs or logos in which they have great equity, so the need for a variety of graphics is obvious. Studies indicate that people react most favorably to signage that combines both variety and order. Herein lies the basis of the Corporate Woods Signage system.

The following basic guidelines have been established to assure an orderly signage concept, yet allow considerable flexibility in providing some variety of signage and utilization of corporate logos and graphics.

Signage within THE CORPORATE WOODS shall be generally exempt from the Village of Vernon Hills' signage ordinances, but every sign erected is subject to the prior written approval of the developer and the Village Building Commissioner prior to installation, and no sign shall be erected without such prior written approval. The provisions of the Vernon Hills Sign Code relative to permit application procedures and construction methods shall be applicable to all signage within THE CORPORATE WOODS. It is not intended that the following guidelines be absolutely rigid or inflexible, nor on the other hand, should any proposed variance be considered lightly or be primarily for the benefit of one property owner at the expense of others or the entire project.

After the commencement of the construction, but not later than the construction of 80% of the area of THE CORPORATE WOODS (including all parcels in Vernon Hills marketed under the Corporate Woods name), the developer or property association shall submit to the Village of Vernon Hills a detailed sign program for THE CORPORATE WOODS. Limits and standards of this sign program shall be established by the amount, size and location of signage existing in THE CORPORATE WOODS. This sign program shall be reviewed by the Village and used in the regulation of signage in THE CORPORATE WOODS for the balance of the construction, including all re-signage for the subdivision. It is hereby understood that notwithstanding the following guidelines, every sign is subject to the prior written approval of the Village Building Commissioner and no sign shall be erected without such prior written approval.

THE CORPORATE WOODS - VERNON HILLS, ILLINOIS

A. Guidelines For Corporate Identification Signage
(Except Multi-tenant Buildings)

1. One free standing ground sign shall be allowed per building.
2. Sign may be illuminated (internally or by direct ground mounted illumination) or non-illuminated.

3. The size, shape and color of the sign shall be in the aesthetic balance with the size of the sign, its extent of street frontage, the size and nature of the building improvements, and the surrounding properties.
4. The height of the sign should be predetermined so that the center line of the main panel is always at the optimum viewing height for a person seated in an automobile. In no event should the height of a free standing sign exceed ten feet measured from curb elevation.
5. A sign cannot be located in street right-of-way, but can be located in any front or side yard area that does not obstruct the sight lines at a street or driveway intersection, as determined by the Village Building Commissioner using Traffic Engineering Standards. Sign location should also not block or detract from adjacent property.
6. The base of the sign must be landscaped.
7. The corporate name, type of business, street address, logo, or corporate graphics may appear on the sign.
8. Flashing, animated, moving, inappropriately colored, roof, canopy or marquee signs are prohibited.
9. No off-premise signs are permitted.
10. Signs shall comply with all construction standards established by the Village of Vernon Hills.
11. All signs shall be maintained in a safe and presentable condition at all times, including replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts. These maintenance responsibilities shall be contained in THE CORPORATE WOODS Property Covenants.
12. The Village, the developer or THE CORPORATE WOODS Association shall have the right to enter on and to remove any sign erected without prior written approval. Said rights shall be contained in THE CORPORATE WOODS Property Covenants.

B. Guidelines For Informational/Directional Signs

1. Messages or symbols to inform, direct or control shall appear on informational/directional signs. Advertising shall be prohibited.

2. Not limited as to number, but as required for sensible control of premises. Signage for premises should be uniform as to material, color and shape.
3. Free standing ground signs only permitted. Usually these signs are small in size and low to the ground.
4. Signs may be illuminated (internally or by direct ground mounted illumination) or non-illuminated.
5. All lettering should be Helvetica Medium upper case or lower case.
6. Colors should be harmonious with surroundings.
7. Signs can be located anywhere within property line, but should not obstruct the sight lines at a street or driveway intersection, as determined by the Village Building Commissioner using Traffic Engineering Standards.
8. Flashing, animated, moving, inappropriately colored, roof, canopy or marquee signs are prohibited.
9. No off-premise signs are permitted.
10. Signs should comply with all construction standards established by the Village of Vernon Hills.
11. All signs shall be maintained in a safe and presentable condition at all times, including replacement of defective parts, painting, repainting, cleaning and any other necessary maintenance acts. These maintenance responsibilities shall be contained in THE CORPORATE WOODS Property Covenants.
12. The Village, developer, or THE CORPORATE WOODS Association shall have the right to enter on and to remove any sign erected without prior written approval. Said rights shall be contained in THE CORPORATE WOODS Property Covenants.

C. Guidelines For Signage For Multi-tenant Buildings

1. It is acknowledged that multi-tenant buildings present some unique challenges to effective sign control while still allowing aesthetic variety and reasonable identity for a corporate tenant.
2. Multi-tenant buildings occupied by two or more tenants shall meet the same standards for corporate

identification signage and information/directional signage as outlined in paragraphs A and B above, with the following exceptions:

- a) An owner of a multi-tenant building may establish subject to the approval of the developer and the Village Building Commissioner a Uniform Signage Package for the proposed project which would be compatible and harmonious with the architectural scheme of the development, and also be in general compliance with the intent of THE CORPORATE WOODS Signage Guidelines, but would also allow some minor variances to meet the unique needs of a multi-tenant facility.
- b) All signage in a multi-tenant property should be uniform as to color of sign frame system, if any, shape, size and placement. The main panel of the corporate identity sign may be of uniform color and have standardized lettering, or may allow for individualized colors and corporate logos and graphics.
- c) A simple, single line sign with uniform lettering not to exceed 5" in height may be affixed or placed on the exterior of a loading dock door or service area designating the name of the individual tenant being serviced.

D. Temporary Signs

1. All construction signs used for information purposes, signs for sale, lease and development, and subdivision signs shall be submitted to the developer and the Village Building Commissioner for prior written approval before installation. All signs indicating the name of the general contractor, subcontractors, architects, engineers, financiers, or other individuals or corporations involved in the construction on a site shall be prohibited unless such signage is on or attached to the construction trailer located on the site during the period of construction. For the purpose of identifying a specific construction site or project within the Corporate Woods, the developer, owner, or occupant may erect one 4' x 8' single face, non-illuminated sign setting forth only the following: "Future facility for (name of company)" and the Corporate Woods address. The Corporate Woods logo may also be incorporated in this sign. Construction signage shall be removed immediately following building

completion. Lease and development signage shall be removed once all building(s) have been constructed and are 90% initially occupied as determined by square footage. Extensions may be granted by the Village Building Commissioner.

E. Entrance Monument

1. THE CORPORATE WOODS shall be permitted to construct entryway signs similar in nature to that certain entryway sign currently erected at the Lincolnshire Corporate Center at the intersection of Knightsbridge at Milwaukee Avenue in the Village of Lincolnshire at each entrance from Routes 21 and 45 (approximately 100 feet from said Routes). Two of the signs shall be no more than 50 square feet in surface area and two will be no more than 128 square feet in surface area. THE CORPORATE WOODS Property Association shall be responsible for the repair and maintenance of the sign, and landscaping at all times.

F. Street Signs

1. Street signs will be similar to that street sign located at the northwest corner of Busch Parkway and Barclay Boulevard within the Corporate Grove development, Buffalo Grove, Illinois.