

held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges, assessments, obligations and liens (generally herein referred to as "Covenants and Restrictions") hereinafter set forth.

## ARTICLE I

### Definitions

Section 1. Definitions. The following words and terms, when used in this Declaration, or any Supplemental Declaration (unless the context clearly indicates otherwise) have the following meanings:

(a) "Association" shall mean and refer to Old Farm Lakes Property Owners Association ("OFLPA"), which may be incorporated as an Illinois not for profit corporation. The OFLPA is a master association as defined in the Illinois Condominium Property Act.

(b) The "Properties" shall mean and refer to the Property described in Exhibit A, any part of the property described in Exhibit B that may become subject to this Declaration, and any other property that may become subject to this Declaration under the provisions of Article II which may be referred to as Old Farm Lakes.

(c) "Common Properties" shall mean and refer to those areas of land designated as commons area on any recorded subdivision plat of any part of the Properties, or any property, buildings and facilities otherwise acquired by the Association by purchase, gift, lease or otherwise, to be devoted to the common use and enjoyment of the owners of the Properties. The Common Areas on any lot created by any Condominium Declaration or other covenants of any subsidiary owners association shall not be considered "Common Properties" under this Declaration, but when referred to, may be referred to as common properties of a subsidiary owners' association.

(d) "Condominium" shall mean a form of ownership through which one or more lots and improvements thereon is submitted to the Illinois Condominium Property Act.

(e) "General Area Plan" - Exhibit B to the Annexation Agreement between the developer and City of Bloomington recorded as Document No. 86-18483.

(f) "Lot" shall mean and refer to any improved or unimproved plot of land shown upon any recorded final subdivision plat of any part of the Properties, with the exception of Common Properties as heretofore defined. Lot shall not mean or refer to any unit in a condominium.

(g) "Living Unit" shall mean and refer to any portion of any building situated upon the Properties designed and intended for use and occupancy as a residence. "Living Unit" shall include, without limiting the term, each apartment in any multi-family structure, each unit in a residential condominium each townhouse located on a single lot as a part of a zero lot line attached development, each zero lot detached structure, and each single family detached structure.

(h) "Member" shall mean every person with an ownership interest in a lot.

(i) "Multi-family Structure" shall mean and refer to any building containing two or more Living Units under one roof, except when each Living Unit is situated upon its own individual lot (i.e. zero lot line attached or townhouse housing).

(j) "Owner" shall mean and refer to the record owner, whether one or more persons, firms, associations, corporations or other legal entities, of the fee simple title to any Lot situated upon the Properties but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any proceeding in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

(k) "Ownership interest in a lot" shall mean the interest held by any joint owner, tenant in common, joint tenant, co-owner of an undivided interest in a lot, or other person who, in connection with other persons, constitutes an owner, and those with contractual rights in a lot acquired through an Agreement for Deed - Deed in Escrow or comparable escrowed conveyance arrangement.

(l) "Subsidiary Owners Association" shall mean and refer to any condominium association, any lot owners association, any unit owners association, and any group of lot or unit owners acting or obligated by this Declaration to act collectively, whether or not formally incorporated, or otherwise legally constituted, other than OFLPA.

(m) "Zero Lot Line Attached" shall mean and refer to a form of construction and ownership in which one living unit on a lot is attached to one or more other living units on separate lots by one or more common walls (referred to from time to time as "townhouse").

(n) "Zero Lot Line Detached" shall mean and refer to a form of construction and ownership in which a series of living units

are situated on a series of lots with "blank walls" located at or near a lot line, so as to optimize usable open space.

## ARTICLE II

### Property Subject to This Declaration: Additions Thereto

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, leased and occupied subject to this Declaration, is located in the City of Bloomington, County of McLean and State of Illinois, and is more particularly described at length in Exhibit A to this Declaration. All of the real property described in said Exhibit A is referred to as the "Existing Property".

Section 2. Property Described in Exhibit B. The Developer, its successors and assigns, shall have the right, without the further consent of the Association or any other owner to bring within the scheme and operation of this Declaration, additional properties, provided, however:

(a) Such additions shall be limited to the property described in the Annexation Agreement between the Developer and City of Bloomington, recorded as Document No. 86-18483; which property is also legally described in Exhibit B and is depicted on the General Area Plan.

(b) That any additions shall, prospectively, become subject to assessment for their just share of the Association's expenses.

Except to the extent the developer is obligated to the City of Bloomington through the annexation agreement, the General Area Plan shall not bind the Developer, its successors and assigns, to adhere to the Plan in any development of the property depicted thereon. It is also understood that the Developer is free to develop such portions or sections of the lands depicted in the General Area Plan as, in the reasonable exercise of its discretion, it deems in the best interest of the entire development, without regard to the relative location of such portions or sections within the overall plan; that it is not required to follow any predetermined sequence or order of improvement and development; and that it may bring within the scheme of this Declaration additional lands, and develop the same before completing the development of the Existing Property.

Section 3. Other Additions. Upon prior approval in writing of the Association, pursuant to authorization of two-thirds of the