

and lien created herein: (a) all Common Properties as defined in Section 1 of Article I hereof and (b) all properties owned by the Developer.

ARTICLE VI

Architectural Control Committee

Section 1. Creation. The developer shall create an Architectural Control Committee consisting of three members appointed by the Developer.

Section 2. Vacancies. Vacancies in the Architectural Control Committee shall be filled by the Developer. When the Developer no longer owns any of the properties, the Architectural Control Committee shall become self perpetuating, with vacancies filled by the remaining members. The Architectural Control Committee may act through a designated agent, which designation may be made and revoked by written instrument, placed of record in the office of the McLean County Recorder of Deeds.

Section 3. Review and Approval of Members' Plans and Specifications for Additions, Alterations or Changes to Structures.

A. No building, dwelling, wall, fence, swimming pool, sidewalk, drive, tent, awning, sculpture, pole, hedge, tree, bush, shrub, mass planting or other structure or excavation shall be commenced, erected, planted on, or removed from the Properties, nor shall any exterior addition to any such existing structure or change or alteration thereof, including painting or staining, be made until the plans and specifications therefor showing the nature, species, kind, shape, height, color, materials and location of the same, with accurate reference to lot lines and showing proposed grading, drainage and methods of soil control, (or so much of that information as the Architectural Control Committee deems relevant) shall have been submitted to and approved in writing by the Architectural Control Committee as to insure the harmony and compatability of its external design and location, with the surrounding structures and topography.

B. In approving or disapproving a Member's proposal, the Architectural Control Committee shall consider:

(1) The extent to which the proposal conforms to the Annexation Agreement;

(2) The extent to which the proposal conforms with this Declaration;

(3) The extent to which the proposal is comparable with the existing and proposed use or uses of adjoining or nearby properties.

(4) The extent to which the proposal is consistent with and enhances the overall quality of the Old Farm Lakes development.

In the event the Committee fails to approve or disapprove any such proposal within forty-five (45) days after said plans and specifications have been fully submitted to it, or in any event, if no suit or other proceeding to enjoin or prevent the structure, addition, alteration or change has been commenced within thirty (30) days from the completion thereof, approval will not be required and the provisions of this Section shall be deemed to have been waived with respect to such structure, addition, alteration or change.

C. The Architectural Control Committee shall, upon request, issue its certificate of completion and compliance or approval following the action taken by the Committee on such approval.

D. During any construction or alteration required to be approved by the Architectural Control Committee, any member of the Committee or any agent of the Committee shall have the right to enter upon and inspect, during reasonable hours, any building site embraced within the development or any improvements thereon, for the purpose of ascertaining whether or not the provisions herein set forth have been and are being fully complied with and shall not be deemed guilty of trespass by reason thereof.

E. The approval by the Architectural Control Committee of any plans and specifications, plot plan, grading, planting or any other plan or matter requiring approval as herein provided shall not be deemed to be a waiver by the said Committee of its right to withhold approval as to similar other features or elements embodied therein when subsequently submitted for approval. Neither said Committee nor any member thereof, nor the Association, nor any subsidiary owners association, nor the developer, nor the present owner of said real estate shall be in any way responsible or liable for any loss or damage, for any error or defect, which may or may not be shown on any plans and specifications, or on any plot or grading plan, or planting or other plan, or any building or structure or work done in accordance with any other matter, whether or not the same has been approved by the said Committee or any member thereof, or the Association, or any subsidiary owners' association, or the present owner or developer of the properties.

F. Any title company or person certifying, guaranteeing or insuring title to any building site, lot or parcel in the property or any lien thereon or interest therein, shall be fully justified in relying upon the contents of the certificate signed by any member of the Architectural Control Committee, or any agent thereof appointed in accordance with the provisions herein, and any certificate shall fully protect any purchaser or encumbrance in good faith in acting thereon.

G. The provisions of this Section shall not apply to the Developer in the building of new structures (whether single family dwellings, condominiums, town houses, multi-family structures, living units, or other structures) on lots owned by the Developer.

ARTICLE VII

Exterior Maintenance

Section 1. The Common Properties. The Association shall provide for the care and maintenance of the Common Properties from annual and special assessments levied and collected by the Association pursuant to Article V. Care and maintenance of the Common Properties shall include without limitation the following:

- (a) Lawn care on the Common Properties;
- (b) Snow removal on walks in the Common Properties;
- (c) Maintenance and repair of the lakes;
- (d) Insect control;
- (e) Fish restocking;
- (f) Landscaping maintenance and replacement on the Common Properties;
- (g) The payment of real estate taxes and special assessments on the Common Properties, if any;
- (h) Casualty and liability insurance on the Common Properties;
- (i) Utility fees and charges to the Association;
- (j) Management fees and charges.
- (k) The care and maintenance of the lakes, berms, entrance decorations, entrance signing, entrance lighting, windmill and all plantings and landscaping appurtenant thereto. To that purpose, the owner reserves an easement permitting the Association the right to perform such maintenance and repair and restricting subsequent owners' rights to alter or remove such berm, wall, signage, lighting, landscaping, or other amenities. The legal description of the extent of that easement and restriction is as follows:

- 1) Side and rear yards of Lot 5-11 as follows: