

days prior to the date of said meeting. At said meeting, the lot owners shall designate one of the persons present to act as Chairman and one of the persons present to act as Secretary of the meeting, and thereupon, the lot owners shall proceed to elect a Trustee or Trustees to succeed the Trustee or Trustees whose terms have then expired, to serve until the terms of all of the named Trustees or successors shall terminate, by limitation or resignation. At that time, a meeting shall be called, as hereinabove provided, and the lot owners shall proceed to elect three (3) Trustees, one of whom shall serve for three (3) years, and one of whom shall serve for two (2) years, and one of whom shall serve for one (1) year, and thereafter, all Trustees elected shall serve for a term of three (3) years. The person receiving the highest number of votes shall, in the first instance, serve for a three (3) year term; the person receiving the second highest number of votes shall serve for a term of two (2) years; and the person receiving the third highest number of votes shall serve for a term of one (1) year. Each lot owner shall be entitled to one (1) vote and said vote may be cast in person or by proxy upon condition that the proxy has been duly executed by the record owners of any lot in the presence of a notary public and filed with the Secretary of any meeting of lot owners before the balloting takes place. A majority vote of the lot owners on all questions shall be final and conclusive and the said lot owners may determine the time and place for future meetings and provide for the holding of regular and special meetings and for the transaction of all business consistent with the terms and provisions of the restrictions herein contained.

2. Trustee's Duties and Powers. The Parties of the First Part and Second part hereby invest the Trustees and their successors with the rights, powers and duties described in this instrument, and with the following rights, powers and duties.

(1) To acquire and to hold all "Common Ground" hereinabove referred to and hereafter conveyed to the Trustees for the purposes described in this Indenture.

(2) To exercise such control over the Common Ground, the entrances, lights, walks, parkways, lakes, playgrounds, park areas, and shrubbery, as is necessary to maintain, repair, beautify, supervise the same and insure the proper use thereof.

(3) They shall: (a) pay real estate taxes and assessments against the "Common Ground" and maintain and improve same with shrubbery and vegetation; (b) maintain the lake thereon in accordance with contract by Party of the First Part with Metropolitan Sewer District for the maintenance of the lake; (c) operate maintain and replace lights on streets, parks, entrances, and common property and contract for electricity therefore; (d) maintain and replace signs for marking of the streets; (e) prescribe by reasonable rules and regulations the terms and conditions for the use of said "Common Ground", the lake and playground facilities and all other improvements thereon, and more particularly but without limiting the effect