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PC1 Date 07/06/2005 Time 09:52:06
Recording Fees: 46.00

DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS
FOR THE
HUNT CLUB MEADOWS SUBDIVISION
HOMER GLEN, ILLINOIS
HUNT CLUB MEADOWS, LLC, DEVELOPER

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DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR THE
HUNT CLUB MEADOWS SUBDIVISION

TABLE OF CONTENTS TO DECLARATION

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
I.	DEFINITIONS	3
II.	DECLARATION PURPOSES AND SUBDIVISION SUBJECTED TO DECLARATION	5
III.	ARCHITECTURAL REVIEW	6
IV.	GENERAL RESTRICTIONS	8
V.	CONSTRUCTION AND LANDSCAPING STANDARDS	10
VI.	HOMEOWNERS ASSOCIATION	12
VII.	ASSESSMENTS	15
VIII.	RIGHTS RESERVED TO DEVELOPER	18
IX.	MAINTENANCE AREA AND CONSERVATION EASEMENT AREA	20
X.	DEFAULT PROVISIONS	20
XI.	VILLAGE SERVITUDES	21
XII.	AMENDMENT	23
XIII.	MISCELLANEOUS	24
EXHIBIT A:	LEGAL DESCRIPTON	
EXHIBIT B:	CONSERVATION AREA	
EXHIBIT C:	MAINTENANCE AREA	

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR THE HUNT CLUB MEADOWS SUBDIVISION
HOMER GLEN, ILLINOIS**

THIS DECLARATION, made this 21st day June, 2005, by HINSBROOK BANK & TRUST, as Trustee and not personally, under Trust Agreement dated March 10, 2004 and known as Trust Number 04-009 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the legal title holder to that certain real estate located in Homer Glen, Illinois (described on Exhibit A attached hereto) which is planned to be developed into a single family residential community to be known as the Hunt Club Meadows Subdivision (the "Subdivision"); and,

WHEREAS, the Declarant is desirous of submitting the Subdivision to the provisions of this Declaration.

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

ARTICLE I

DEFINITIONS

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

1.1 "Act" shall mean the General Not for Profit Corporation Act of 1986, as amended from time to time. (805 ILCS 105/1.01 et. seq.)

1.2 "Architectural Review Committee" or ("ARC") shall have the meaning set forth in Paragraph 3.2 hereof.

1.3 "Association" means the Hunt Club Meadows Homeowners' Association, an association of the Owners acting pursuant to this Declaration and its Bylaws. Once the Association is incorporated under the Act, "Association" shall refer to the entity so incorporated, its successor and/or assigns.

1.4 "Board" shall mean and refer to the Board of Directors of the Association.

1.5 "By-Laws" shall mean those by-laws duly adopted by the Association which govern the Association, as amended from time to time.

1.6 "Conservation Area" shall mean the areas defined as such on "Exhibit B" attached hereto.

1.7 "Contingency and Replacement Reserve" shall have the meaning set forth in Section 7.6.

1.7.5 "County" means the County of Will, State of Illinois.

1.8 "Declarant" or "Trustee" shall mean and refer to HINSBROOK BANK & TRUST, as Trustee and not personally, under Trust Agreement dated March 10, 2004 and known as Trust Number 04-009 and its assigns.

1.9 "Developer" shall mean Hunt Club Meadows, LLC, an Illinois limited liability company, or its successors and/or assigns.

1.10 "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a single family. Dwelling shall include any improvement attached or adjacent to the Dwelling utilized for storage of personal property, tools and/or equipment.

1.11 "Estimated Cash Requirement" shall have the meaning as set forth in Section 7.4.

1.12 "First Board" means the first Board elected after the Turnover Date.

1.13 "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, pedestrian walkways, fences, decks, patios, sidewalks, and all other structures of every kind and description located or proposed to be located on a Lot or Lots.

1.14 "Initial Purchaser" means the grantee under a Deed to a Lot from the Declarant or its assignee to a third party, other than the Developer.

1.15 "Lot" shall mean a lot of record established by a Subdivision Plat (defined below) and located within the Subdivision.

1.16 "Maintenance Area" means the area designated as such on "Exhibit C" attached hereto.

1.17 "Member" shall mean and refer to every person who holds membership in the Association and "Members" shall mean and refer to all persons who hold membership in the Association.

1.18 "Mortgage" shall mean either a mortgage or trust deed creating a lien against a Lot given to secure an obligation of the Owner of such Lot.

1.19 "Owner" shall mean and refer to the record Owner, whether one or more persons, of fee simple title to any Lot, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent Declarant owns Lots and also includes the interest of Developer or of Declarant as contract seller of any Lot.

1.20 "Person" or "Persons" shall mean all natural individuals, corporations, limited liability companies, partnerships, trustees or other legal entities capable of holding title to real property.

1.21 "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, maintaining a common household in a Dwelling.

1.22 "Special Amendment" shall have the meaning set forth in Section 12.1.

1.23 "Subdivision" shall mean and refer to the real estate legally described in "Exhibit A" attached hereto and any annexation thereto.

1.24 "Subdivision Plat" or "Plat" shall mean the plat for Hunt Club Meadows, Phase I, Subdivision, as recorded in the Office of the Recorder of Deeds of Will County, State of Illinois as Document No. R2005- 111937, on the 6 day of ~~July~~ 2005 and such other Plat(s) of Subdivision as may be recorded against the Development from time to time.

1.25 "Township" shall mean Homer Township, Will County, Illinois.

1.26 "Turnover Date" shall have the meaning set forth in Section 6.3.

1.27 "Village" shall mean the Village of Homer Glen, an Illinois municipal corporation.

ARTICLE II

DECLARATION PURPOSES AND SUBDIVISION SUBJECTED TO DECLARATION

2.1 Purposes. The Declarant desires to provide upon the Subdivision, through its planning and layout, and by the imposition of the covenants, conditions, restrictions and easements contained herein a harmonious and quality single-family community for the benefit of the Owners and the Developer. Specifically, the Subdivision is subjected to this Declaration for the following purposes:

- (a) To prevent improper use of Lots which may depreciate the value of the other Lots or cause a nuisance to the Owners; (b) to provide for the preservation and maintenance of the Maintenance Area and the Conservation Area; (c) to ensure that construction activity be orderly and safe; (d) to ensure that the Dwellings be of a high quality and in aesthetic

harmony with the other Dwellings in the Subdivision; and (e) in general, to foster a quality environment for the Subdivision.

2.2 Lots subjected to Declaration. All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in a Lot, and their respective heirs, successors, personal representatives or assigns. Each grantee from the Declarant and their successors and/or assigns, by the acceptance of a deed of conveyance, a mortgage or a trust deed, accepts said deed, mortgage or trust deed, as the case may be, subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

ARTICLE III

ARCHITECTURAL REVIEW

3.1 Approval for construction required. No Dwelling, garage, building, post, fence, wall or other Improvement shall be commenced, erected, or maintained, nor shall any addition to or change or alteration to any of the aforesaid be made on a Lot, except interior alterations, until the construction plans and specifications, landscape plans showing the nature, design, kind, shape, height, materials, color scheme, and location of the Improvement on the Lot are submitted to and approved by the ARC.

3.2 Architectural Review Committee. The Developer (or its delegates) shall initially serve as the ARC; provided by no later than the time that the last Dwelling is constructed within the Subdivision, the ARC responsibilities shall be turned over to the Board. The Developer's right to serve as the ARC shall specifically survive the Turnover Date. In the event of a difference of opinion amongst the members of the ARC, the opinion of the Developer (or its assigns) shall control. The ARC may engage a consulting professional to assist in it carrying out its responsibilities.

3.3 Approval Standards. The ARC may issue guidelines for construction and landscaping specifications, consistent with the terms of this Declaration. The ARC shall have the right to deny approval to any construction plans, landscape plans or specifications which are not suitable or desirable in its sole opinion, for aesthetic or other reasons. In so passing upon such construction plan or specification or landscape plans, the ARC shall have the right to take into consideration the suitability of the proposed construction or landscaping in relation to other homes in the Subdivision. It is understood and agreed that the purpose of architectural controls is to secure an attractive harmonious residential development having continuing appeal. The quality of architectural design will be considered in relation to this principle and the purposes of this Declaration. Such approval shall not be arbitrarily, capriciously, or unreasonably withheld.

3.4 Submittals for review. (a) Prior to commencement of construction of a Dwelling or other Improvement on his Lot and prior to applying for a building permit from the County or the Village, the Owner shall tender to the ARC the following submittals for review and approval:

- i) Two (2) sets of all plans and specifications showing the nature, design, kind, shape, height, materials, color scheme, and location of the proposed Improvements;
- ii) a site plan showing the Improvement's proposed placement on the Lot;
- iii) a \$300.00 non-refundable fee, payable to the Developer or its designee, to defray the costs of review;
- iv) the address to which notices from the ARC should be delivered: and,
- v) a landscape plan conforming to the landscaping standards then in force. In the event that the Owner has not completed a landscape plan at the time of submittal of its other plans, the review of the architectural and site plans shall not be delayed; provided, the Owner shall deposit the additional sum of \$500.00 with the Developer at the time of submittal of the other plans. Said deposit shall be refunded to the Owner at such time as the landscape plan is submitted and approved; provided, if the landscape plan is not submitted within thirty (30) days following issuance of an occupancy permit for the Dwelling then the deposit may at the Developer's discretion be deemed forfeited without prejudice to any other remedies that the Developer or the Association may have.

(b) Prior to installation of landscaping, the landscape plan must be submitted by the Owner and approved by the ARC. In order to assure that the Lot Owner completes the landscaping in accordance with the approved plans and this Declaration, each Lot Owner shall deposit the sum of \$2500 as a "Landscape Bond" with the ARC prior to applying for a building permit. The Landscape Bond may be deposited into the operating account of the Association and the Lot Owner shall not be entitled to interest. Upon completion by the Owner of the landscaping in conformity with the approved landscape plans and this Declaration, the Landscape Bond shall be refunded to the Lot Owner. In the event that the landscaping is not completed in conformity with the approved plans and this Declaration by the time that landscaping is required to be completed per paragraph 5.11 hereof, the ARC shall give the Owner written notice of how the landscaping is out of compliance. Should the Owner failure to complete or correct the landscaping to bring it in to compliance within thirty (30) days following such notice, the Landscape Bond may, at the ARC's sole discretion, be deemed turned over to or forfeited to the Association to be used as the Association the Association sees fit and the Owner shall have no further claim to the Landscape Bond. Forfeiture of the Landscape Bond shall not limit the other remedies available to the Association for failure of the Lot Owner to timely and properly install the landscaping.

3.5 Decision. The ARC shall approve or disapprove or require a modification of, the submittals as soon as practicable, but the ARC's written approval or disapproval shall in any event be given within 21 days after all the necessary submittals have been delivered to the ARC. If ARC disapproves any submittal, or if the ARC requires a modification of any kind, it shall, within said 21-day period, inform the Owner by whom the submittals were tendered, of the

reasons for the ARC's disapproval or of the ARC's requirement that changes be made, but notwithstanding the obligation of ARC to state the reason for disapproval or for the required modifications, the decision of ARC, shall be conclusive and binding on all parties. If the ARC does not approve, or disapprove, or require a modification, within the aforesaid 21-day period, then at the expiration of said period, the submittals to the ARC shall be deemed to have been fully approved, and the Owner, shall have the right to proceed as if the ARC's written approval has been procured. Notice of said approval or disapproval shall be given in the manner required for service of Notice under this Declaration.

3.6 Liability. The members of the ARC, their designees, consultants, successors, or assigns, shall not be personally or corporately liable to any Owner or to any others for any acts or omissions made in good faith in carrying out their responsibilities under the authority of this Declaration.

ARTICLE IV

GENERAL USE AND OCCUPANCY RESTRICTIONS

4.1 Single family occupancy. Each Lot shall be used only for one single-family dwelling and shall be improved with only one Dwelling. No activity shall be conducted on the Lot that is contrary to the permitted uses established by the zoning ordinances of the Village.

4.2 Re-Subdivision. No Lot shall be divided or re-subdivided except for the purpose of combining portions thereof with an adjoining Lot or Lots, provided that no additional building site is created thereby.

4.3 Nuisance. No noxious or offensive activity shall be carried on, in or upon any Lot or Dwelling, nor shall anything be done thereon which constitutes an annoyance or nuisance to other Owners.

4.4 Plantings. No vegetation, plants or bushes shall be maintained that would breed infectious plant diseases or cause a nuisance by attracting noxious insects.

4.5 Ancillary structures. No temporary building, mobile home, tent, shack, dog kennel, storage shed or similar structures shall be located upon the Lots.

4.6 Fences. Except as otherwise provided herein, no fences shall be permitted except to enclose patios and/or in-ground swimming pools. Permitted fences shall be of ornamental iron or PVC materials. Chain-link or stockade fences are prohibited, except as otherwise provided herein. No fences shall exceed five (5) feet in height.

4.7 Basketball backboards. Fixed basketball backboards and posts shall be prohibited in front yards. Moveable basketball posts with see-through backboards shall be permitted, provided no basketball playing shall be permitted in the streets or parkways.

4.8 Satellite dishes/antennae. The operation of "ham" or other amateur radio stations or the erection of any communication antennae, satellite dishes or similar devices (other than

simple antennae located on the roof of the Dwelling) shall not be allowed unless screened from view from all streets and other Lots.

4.9 Upkeep. Each Owner shall maintain his Lot (including vacant Lots) and all improvements located thereon in a clean, sightly and safe condition and shall cause the prompt removal of all papers, debris and refuse thereon and the removal of snow and ice from all sidewalks, driveways and similar areas serving his Lot and Dwelling. Lawns (and vegetation on any vacant Lots) shall be regularly mowed so that vegetation does not exceed 6 inches. In the event that an Owner fails to maintain his Lot in the above-stated condition, the Developer or Board shall have the absolute authority to enter upon the Lot to mow the lawn, remove any weeds, debris and/or the storage of any materials which the Developer or Board, in its sole discretion, deems to create an unsightly condition and all the reasonable cost incurred for said removal shall be reimbursed by the Owner to the Developer or Board. Any such entry on to the Lot shall not be deemed a trespass.

4.10 Vehicles. Trucks, boats, recreational vehicles, commercial vehicles, mobile homes, trailers or other like vehicles (other than private automobiles or mini-vans) shall not be parked on the streets of the Subdivision or Lots and, if kept, shall be confined to the garage.

4.11 Pets. No animals (other than inoffensive common domestic household pets such as dogs and cats) shall be kept on any Lot or in any Dwelling. No more than two such dogs or cats, or combination thereof, shall be permitted. Permitted pets shall be supervised so as not to cause any objectionable nuisance or noise and shall be restrained from trespassing onto other Lots. The breeding or keeping of animals for sale or profit is expressly prohibited.

4.12 Drainage. Each Owner shall keep all areas of his Lot designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. This may require installation of culverts by the Owner. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other obstructions shall be planted, placed or allowed to remain in any such areas. No Owner shall alter the rate or direction of flow of water from any Lot by impounding water, changing of grade, blocking or redirecting swales, ditches or drainage areas or otherwise.

4.13 Swimming pools. No above ground swimming pool shall be maintained or constructed on any Lot. In-ground swimming pools may be permitted as pre-approved by the ARC provided all heaters, filters and pumping equipment shall be screened with landscaping. Submission to the ARC for in-ground swimming pools shall include landscape plans and fencing plans. Any swimming pools permitted shall be designed, constructed and maintained in conformity with the specifications and rules promulgated by the ARC from time to time.

4.14 Signs. No advertising or signs of any type or character shall be erected, placed, permitted or maintained on any Lot other than a name plate of the Owner and a street or Lot number not exceeding 2' x 1' in size and except for one "For Sale" sign not exceeding 4' x 4' in size and otherwise of style, design and appearance approved by the ARC. This provision shall not apply to any sign(s) which the Developer may erect identifying the Subdivision and/or advertising the sale of Lots or model homes.

4.15 Machinery and materials. No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot so they are visible from the streets or any neighboring Lot, except as necessary during the period of construction of a building thereon.

4.16 Damage to Dwelling. In the event any Dwelling is destroyed either wholly or partially by fire or any other casualty, said Dwelling shall be promptly rebuilt, repaired or remodeled.

4.17 Refuse. Except during construction of a Dwelling, no garbage, trash or refuse cans, containers or receptacles shall be maintained or kept in any portion of a Lot beyond the front of any Dwelling. All such garbage, trash or refuse cans, containers and receptacles shall be so placed as to reasonably screen them from view from the streets. No garbage or trash shall be burned outdoors on any Lot.

4.18 Tanks and outside air conditioning units. No elevated tanks of any kind shall be erected, placed or permitted to exist on any Lot. Any tanks for use in connection with any residence constructed in the subdivision, including tanks for the storage of gas or oil shall be buried below ground. All air conditioning condensing units or other refrigeration, cooling or heating apparatus which are to be placed outside of a residence shall be located only in the side or rear yards of any residence constructed in the subdivision, and no such unit or apparatus shall be located in any front yard of any residence in the subdivision.

4.19 Laundry. Hanging of laundry outside shall be prohibited.

4.20 Hot Tubs; Saunas. So-called hot tubs and saunas shall be permitted provided they are constructed to appear built into a deck or other enclosure and be well screened with landscaping. Any hot tubs or saunas permitted shall be designed, constructed and maintained in conformity with the specifications and rules promulgated by the ARC from time to time.

ARTICLE V

CONSTRUCTION AND LANDSCAPING STANDARDS

5.1 Minimum living area. Each Dwelling shall contain the following minimum square footage of living area (measured from the outside walls), exclusive of any garage, breezeway, porch or basement:

- | | | |
|----|-------------------|---------------|
| a) | Ranch (One Story) | 2,800 sq. ft. |
| b) | Two-Story | 3,250 sq. ft. |

5.2 Minimum three car attached garage required. Each Dwelling shall contain a private garage of sufficient size to house not less than three (3) standard size American made automobiles. The garage shall either be attached to the Dwelling as an integral part thereof or attached thereto by an enclosed breezeway. Except for Dwellings located on corner Lots, garages must be designed so that the overhead doors do not face the street (i.e. side-loaded garages are required). Design relief across the garage door areas (e.g. an offset or roof line

change) is required, further, either a separate single-door or combination of double and single-door shall be provided for each car space.

5.3 Mail boxes and addresses. Subject to the regulations of the U.S. Postmaster, an individual, free-standing mail box shall be erected in front of each Dwelling. The mail box and base shall be in conformity with standards issued by the ARC. No other mail boxes shall be permitted. Each address designation shall be of cut stone and placed in a visible location on each Dwelling.

5.4 Driveways and Culverts. Weather permitting, within one month of occupancy of a Dwelling, the Owner shall install a driveway from the street to the garage. Driveways shall be constructed of brick pavers, concrete or like materials (not asphalt). Except for driveways to side load garages, no driveway shall be closer than eight (8) feet from a side lot line. Each Owner shall be responsible to install a culvert under the driveway. The culvert shall be composed of a reinforced concrete pipe with pre-cast end sections.

5.5 Twelve months to complete construction. The work on constructing, altering or remodeling any Dwelling shall be executed diligently from its commencement (in accordance with paragraph 8.3 hereof) and until the completion thereof. Construction of a Dwelling shall be completed within twelve months after the date that the foundation is excavated.

5.6 Exterior building material. Roofing materials for each Dwelling, including attached garages constructed on a Lot, shall be either slate, hand-split cedar shingles, sawn cedar shingles, clay tile, cement tile, asphalt or fiberglass dimensional shingles. Copper and other appropriately finished metals may be used for bays or other similarly projections. The use of cedar and/or EIFS (Dryvit) siding materials are encouraged. No vertical sheet siding, aluminum siding, vinyl or like siding shall be permitted. The first floor of each Dwelling shall be constructed of masonry or stone materials, provided, limited use of wood siding or dryvit materials may be permitted by the ARC in areas (such as boxes surrounding windows.)

5.7 Roof pitch. The pitch of the roof of each Dwelling shall be 8:12 or greater provided, the ARC may provide variations if, in its sole opinion, the pitch of the roof is integral to the architecture and design of the Dwelling (e.g. "Frank Lloyd Wright" architecture) and the quality of the design or theme is exemplary.

5.8 Monotony. Each Dwelling shall be of a different design and appearance than that of other Dwelling on the same street. The ARC shall determine, in its sole discretion, whether a Dwelling is "different" within the meaning of this Section.

5.9 Construction site and activity. An Owner shall have the duty to assure that the construction site for his/her Dwelling shall be kept safe, orderly and neat. Specifically:

- a) before the start of carpentry work, a minimum of 5 inches of crushed stone shall be spread by the Owner in the area from the curb to the front of the garage, at least twelve (12) feet wide;

- b) a culvert as may be required to maintain drainage and under such stoned areas shall be installed; and
- c) a dumpster shall be maintained on-site at such times as is necessary to keep the site free from construction debris;

5.10 Damage to site improvements. An Owner shall be responsible to promptly repair (or pay for the repair) of any of the Subdivision improvements (e.g. streets or ditches) that are damaged by the Owner or his contractors, agents or employees.

5.11 Landscaping; Parkway trees. Weather permitting, within six months after issuance of an occupancy permit for a Dwelling, the Owner shall provide at least minimum landscaping to his Lot, consistent with the approved landscape plan or ARC guidelines. Minimum landscaping shall include sodding of the entire Lot. Parkway trees shall be planted by the Owner within 10 feet of the property line. One (1) tree shall be planted every forty (40) feet of parkway with at least two (2) trees in each parkway. (Corner lots shall be considered to have two (2) parkways, requiring at least four (4) trees, but no more than six (6) trees total along the combined parkway.) The size and species of trees shall be controlled by the landscape standards published by the ARC from time to time. Owners are also encouraged to conform to the *Green Belt and Green Way* landscape standards published by the Village in designing their landscaping plans.

ARTICLE VI

HOMEOWNER'S ASSOCIATION

6.1 Association. Subject to paragraph 6.8 hereof, the Association shall be organized under the Act as an Illinois not-for-profit corporation, anytime after the recording of this Declaration, but no later than thirty (30) days following the election of the First Board. The Association shall have the duties and authority provided in this Declaration, any applicable Articles of Incorporation, the Bylaws attached hereto and the Act.

6.2. The Board and Association Officers. (a) Once formed, the Association shall have a Board of not less than three (3) directors. The first Board and subsequent Boards until the Turnover Date shall be appointed by the Developer. Any director appointed by the Developer may be removed by the Developer with or without cause. After the Turnover Date, directors shall be elected by the Members of the Association for such term as the By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by appointment of the remaining members of the Board. Except for directors of the Board appointed by the Developer, all directors shall be Members of the Association. The Developer may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors and continue to exercise its right to appoint the remaining directors of the Board until the Turnover Date.

(b) The Association shall have such officers as shall be provided in the Bylaws. Except as expressly provided otherwise in this Declaration or the By-Laws, all power and

authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in the Board from time to time and its officers under the direction of the Board, and shall not be subject to the approval of the Members. The directors and officers of the Association shall not be liable to the Owners or any others for any mistake of judgment or any acts or omissions made in good faith as such directors or officers.

6.3 Turnover. The Developer shall, through the Board appointed by it in accordance with Section 6.8, exercise control over all Association matters, until the first to occur of the following (which date shall be called the "Turnover Date"): (a) the date which is five (5) years from the date of recording of this Declaration in the Office of the Will County Recorder of Deeds; or (b) the date that the Developer elects to voluntarily turn over to the Members the authority to appoint the Board, as contained in a written notice to the Members.

6.4. Membership/Voting. (a) Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

(b) Until the Turnover Date, Members shall not have voting rights. From and after the Turnover Date, each Member shall be entitled to one (1) vote; provided, however, where there is more than one Owner of a Lot, such co-owners of a Lot shall only be entitled to one vote.

6.5.1 Powers. The Association, through the Board, shall have the authority and power:

(a) To own, monitor, maintain and regulate the Maintenance Area.

(b) To monitor, maintain and regulate the Conservation Areas and all other drainage areas and facilities located on the Owner's Lot in accordance with the requirements of the County and the Village in the event that one or more Owners fail to do so, to enter on such areas, complete such maintenance and assess against the Lot and the Owner(s) the cost of said maintenance.

(c) To employ a manager or other persons (including attorneys and accountants) and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent by Developer shall give the Association the right to terminate without cause or penalty not later than thirty (30) days after the date the initial meeting of the Members of the Association is held as provided in the By-Laws;

(d) To provide for the installation, maintenance, repair and replacement of trees, vegetation or other landscaping, signs, monuments, entrance features, fencing, retaining walls, fountains, curbs, lighting and other improvements located in the Maintenance Area.

(e) To establish and maintain a Contingency and Replacement Reserve in an amount to be determined by the Board;

(f) To mow, care for, maintain and remove rubbish from any vacant or unimproved portions of a Lot and to do any other things necessary or desirable in the judgment of the Board to keep any vacant or unimproved portions of a Lot neat in appearance and in good order in the

event that the Owner(s) fail to do so and to assess against the Lot and the Owner(s) the cost of said maintenance. The foregoing rights shall not apply to any Lot owned by Declarant or its assigns.

(g) To levy reasonable fines against Lots and Owners for violations of the covenants contained herein.

(h) To exercise all other powers and duties vested in or delegated to the Board or the Association under this Declaration, under the Act or the By-Laws.

(i) To adopt and promulgate reasonable rules and regulations to carry out the aforesaid powers and duties and the intent of this Declaration.

6.5.2 Restrictions. The Board shall not have the authority to engage in activity constructing Dwellings on the Lots.

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

6.7 Indemnity. Except for willful or fraudulent acts, the Developer, the Board, officers of the Association and their respective employees and agents shall not be liable to the Owners or any other Person for any mistake of judgment or for any acts or omissions of any nature whatsoever, in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. The Owners shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners at the time such loss, damage, cost or expense is incurred in the same proportion as assessments are borne by the Owners as provided in Article VII hereof.

6.8. Interim Developer Control. (a) Until the first meeting of the Board appointed by the Developer, the Developer shall have all the rights and powers herein granted to the Association, its Board and Officers and shall be authorized and empowered to exercise all such rights and powers. Further, the Developer shall have the right to delegate such powers and rights without requiring a Special Amendment or formal Assignment.

(b) Until the Turnover Date, Developer shall have the right to advance on behalf of the Association the costs to maintain the Conservation Area, the Maintenance Area and other

portions of the Subdivision including, without limitation: (a) the costs of improving and maintaining the Conservation Area; (b) general real estate taxes applicable to the Conservation Area; (c) signage and monuments; and (d) landscape maintenance. If such sums are advanced, the Developer may be ratably reimbursed from Association funds the reasonable cost thereof.

6.9. Ownership of the Outlots. By no later than thirty (30) days following the Election of the First Board, the Declarant shall convey to the Association and the Association shall accept fee simple title ownership of Outlots A and B as depicted on the Subdivision Plat.

ARTICLE VII

ASSESSMENTS

7.1 Assessment obligation. Every Initial Purchaser of a Lot (and their successors) shall, by taking title to a Lot, be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall: (a) be a lien on the Lot against which each such assessment is made (commencing on the date the annual or special assessment is levied and lasting until the assessment is satisfied or waived by the Board); and, (b) be the continuing personal obligation of the Owner at the time the assessment fell due. A Lot owned by the Declarant or the Developer shall not be subject to assessments.

7.2 Expenses and reserves. The assessment levied by the Association shall be used to meet the expense of:

a) improvement and maintenance of the Conservation Area and Maintenance Area, including the cost of compliance with a Monitoring and Maintenance Plan for the Conservation Plan that may be required by the Village, landscape maintenance, watering, plantings and snow removal; provided the Developer shall be solely responsible for the cost of installation and maintenance of the improvements required in the Conservation Area pursuant to U.S. Army Corps of Engineers Permit no. 200400672 for a period of one (1) year following the installation of such improvements.

b) the maintenance of signage, monumentation and detention ponds (including related costs of algae control, electric, and fountain maintenance and/or replacement) as soon as the initial improvements are installed by the Developer;

c) the lawn maintenance of unimproved Lots (provided, the Association may impose a special assessment on a per Lot basis against those Lots that the Association, in its discretion, decides to maintain; and

d) such other Association expenses which shall include, without limitation, the expense of: all insurance, engineering, legal, professional, accounting fees, bookkeeping fees, administrative expenses, and management fees, real estate taxes associated with the outlots depicted on the plat, repair, replacement, maintenance and other charges required or permitted by

this Declaration and the expense of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve.

7.3 Interim assessment established. Until the Board establishes its budget and Estimated Cash Requirement (hereinafter defined), the assessment shall be \$250.00 per Lot payable on January 1, 2006 and on the 1st of each January thereafter. Anything to the contrary notwithstanding, the Developer shall collect from the closing with an Initial Purchaser of any Lot the additional flat sum of \$150.00 as an initiation assessment which amount shall be deposited into general Association funds and said sum shall be non-refundable.

7.4 Assessment procedure. Commencing on November 1st of the first year in which the Board elected by the Members takes office, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, contractors, landscape maintenance, materials, taxes, insurance, professional or management services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, notify each Owner in writing of the amount or such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all the Owners. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year after the Board takes office, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall within five (5) days of written request of an Owner furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on his Lot have been paid. Such certificate shall be conclusive evidence of payment or non-payment of any assessment thereon.

7.5 Failure to establish assessments. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year (or \$250.00 in the event no Estimated Cash Requirement has been established), subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

7.6 Reserve. (a) The Board shall build up and maintain a reserve for the maintenance and monitoring of the Conservation Area and Maintenance Area, replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. After the Turnover Date, any expenditure from the Contingency and

Replacement Reserve having a cost in excess of Five Thousand Dollars (\$5,000.00) shall require the prior approval of two-thirds (2/3) of the voting Members of the Association present at a Special or Regular Meeting thereof.

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

(c) The Board or the Developer shall collect at each closing with an Initial Purchaser of any Lot the sum of \$150.00 which shall be deposited into the Contingency and Replacement Reserve and said sum shall be non-refundable. The Developer shall timely transfer all funds in the Contingency and Replacement Reserve account to the Association and the Association shall hold and apply such funds for the purposes set forth in this Section. The Declarant and Developer shall have no right to utilize any portion of such funds except for the purposes contained herein.

7.7 Books. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Conservation Area and the Maintenance Area and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage.

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

7.9 Delinquencies. Any assessments or other charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date of the lesser of the rate of twelve percent (12%) per annum or the highest rate allowed by law, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, and/or foreclose the lien against the Owner's Lot, and interest, costs, and reasonable attorneys' fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees (including reasonable attorney's fees) as above provided, shall be and become a lien or charge against the Lot of any such Owner when due; and, such lien may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid

in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

7.10 Certificates of Non-payment. The Association may, at its discretion, record certificates of nonpayment of assessments in the office of the Recorder of Deeds of Will County, Illinois whenever any such assessments are delinquent and the Association shall be entitled to collect from the Lot Owner or Lot Owners of the lots described therein, the costs of such recording, including reasonable attorneys' fees, which are hereby declared to be a lien upon the applicable Lot so described in said certificate. Such costs shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

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

ARTICLE VIII

RIGHTS RESERVED TO DEVELOPER

8.1 Sales and Construction Activity. The Declarant and the Developer, or its/their successors or assigns and on behalf of their agents, licensees, guests, invitees and contractors reserve the right:

- a) to maintain models and sales offices for the purpose of soliciting and making sales of Lots and/or Dwellings in the Subdivision;
- b) to utilize the streets in the Subdivision for parking and utilize the Lots for signage advertising sales in the Subdivision (so long as such utilization and signage is in conformity with County Ordinances); and,
- c) to have the access to and upon every Lot as may be reasonably necessary to complete the site development and installation of public improvements as required by the County of Will,

and none of the foregoing shall be prohibited as a violation of this Declaration or abated hereunder as a nuisance or otherwise.

8.2 Deviations by Agreement. The Declarant and the Developer hereby reserves the absolute right to enter into agreements with Owner(s) to deviate from any or all of the Covenants set forth in this Declaration, provided there are practical difficulties or particular hardships evidenced by the Owner, and any such deviation shall not constitute a waiver of any such Covenant as to the other Lots in the Subdivision.

8.3 Three Year Start/ Right of Repurchase. a) Each Owner, except the Developer, shall commence construction of a Dwelling on his Lot within three (3) years following the date of the recording of a deed with the Will County Recorder's Office to an Initial Purchaser of his Lot (the "Start Period"). In the event that the Owner is an Initial Purchaser who has purchased more than one Lot from the Declarant, the Start Period shall be suspended as to all but one Lot so long as: i) such Owner has commenced construction of a Dwelling on at least one of its Lots within the Start Period, and ii) such Owner continues to have a Dwelling under construction on at least one of the Lots taken down under the Initial Purchase at all times. Construction shall be deemed commenced at such time as a concrete foundation has been installed on the Lot in conformity with approved plans.

b) In the event that construction for a Dwelling on a Lot has not commenced within the Start Period, the Developer shall have one (1) year following the expiration of Start Period to exercise a "Right to Re-Purchase" any or all of the Lots that have not had construction commenced within the Start Period. If exercised, the Developer shall do so by furnishing written notice of its election to the Owner within said one (1) year period, whereupon the parties shall close on the re-purchase within thirty (30) days thereafter. If the Developer fails to furnish notice of its exercise its Right of Re-Purchase as provided for herein, said Right shall be deemed waived as to that Lot. If the Right of Re-Purchase is exercised, the purchase price to the Developer shall be the same purchase price that the Initial Purchaser purchased the Lot from the Developer. The Owner shall convey merchantable title to the Lot at the Re-Purchase closing by recordable general warranty or trustee's deed, subject to the same title exceptions to which the Initial Purchaser accepted title. The Initial Purchaser shall, at its expense, furnish a title insurance commitment issued by the Chicago Title Insurance Company and closing shall take place at the office of the title company through a deed and money escrow. Title company escrow charges shall be divided equally by the parties, provided the Developer shall be solely responsible to any money lender's escrow fees. Real estate taxes, homeowner's assessments and similar items shall be prorated as of the date of closing based on the most recently available information and all prorations shall be final.

c) The Right of Re-Purchase contained herein is personal to the Developer and may be assigned by the Developer to a third party by means of an instrument executed and recorded by the Developer and its assignee.

ARTICLE IX

MAINTENANCE AREA/CONSERVATION AREA

9.1 Easement. An easement for carrying out all the rights and responsibilities of the Association and the Developer under this Declaration or as may be required by the Village or the County over the Maintenance Area is reserved by the Declarant, and granted to the Association and the Developer and their respective successors, assigns and licensees with said reservation the full and free right and authority to cross over perimeter portions of the contiguous Lots as may be reasonably necessary in order to carry out such rights, responsibilities or requirement.

8.2 Deviations by Agreement. The Declarant and the Developer hereby reserves the absolute right to enter into agreements with Owner(s) to deviate from any or all of the Covenants set forth in this Declaration, provided there are practical difficulties or particular hardships evidenced by the Owner, and any such deviation shall not constitute a waiver of any such Covenant as to the other Lots in the Subdivision.

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b) In the event that construction for a Dwelling on a Lot has not commenced within the Start Period, the Developer shall have one (1) year following the expiration of Start Period to exercise a "Right to Re-Purchase" any or all of the Lots that have not had construction commenced within the Start Period. If exercised, the Developer shall do so by furnishing written notice of its election to the Owner within said one (1) year period, whereupon the parties shall close on the re-purchase within thirty (30) days thereafter. If the Developer fails to furnish notice of its exercise its Right of Re-Purchase as provided for herein, said Right shall be deemed waived as to that Lot. If the Right of Re-Purchase is exercised, the purchase price to the Developer shall be the same purchase price that the Initial Purchaser purchased the Lot from the Developer. The Owner shall convey merchantable title to the Lot at the Re-Purchase closing by recordable general warranty or trustee's deed, subject to the same title exceptions to which the Initial Purchaser accepted title. The Initial Purchaser shall, at its expense, furnish a title insurance commitment issued by the Chicago Title Insurance Company and closing shall take place at the office of the title company through a deed and money escrow. Title company escrow charges shall be divided equally by the parties, provided the Developer shall be solely responsible to any money lender's escrow fees. Real estate taxes, homeowner's assessments and similar items shall be prorated as of the date of closing based on the most recently available information and all prorations shall be final.

c) The Right of Re-Purchase contained herein is personal to the Developer and may be assigned by the Developer to a third party by means of an instrument executed and recorded by the Developer and its assignee.

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County over the Maintenance Area is reserved by the Declarant, and granted to the Association and the Developer and their respective successors, assigns and licensees with said reservation the full and free right and authority to cross over perimeter portions of the contiguous Lots as may be reasonably necessary in order to carry out such rights, responsibilities or requirement.

9.2 Access. The Declarant, Developer, Board and any of their respective agents, employees, licensees and contractors (and no others, except the Owner of the Lot upon which the Maintenance Area is included) shall have the right to enter upon the Maintenance Area for the purposes provided herein, and such entry shall not be considered a trespass.

9.3 Conservation Area Covenants. The Declarant makes the following covenants relative to the Conservation Area on behalf of itself and its successors and assigns, which covenants shall apply to and run with said Conservation Area in perpetuity:

a. All use and management and other activities involving the Conservation Area shall be consistent with: i) the ordinances of the Village, ii) the Conservation Easement granted to the Village by the Declarant; iii) the Maintenance and Monitoring Plan for the Conservation Area on file with the Association and the Village; iv) U.S. Army Corps of Engineers Permit No. 200400672, each as amended from time to time.

b. There shall be no removal, destruction or cutting of healthy trees greater than 4 inches in diameter measured from 24" above grade.

c. The Developer does hereby acknowledge that the Conservation Area is deemed to be Restricted Property, as wetlands, under the regulatory jurisdiction of the Chicago District of the U.S. Army Corp of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344). As a requirement under the terms and provisions of such Act, certain deed restrictions and covenants affecting the Conservation Area restrict certain land uses within the areas designated as a "Conservation Area" and that to the extent these deed restrictions and covenants effect portions of property subject to this Declaration, this Declaration shall be bound by the prohibitions set forth in the following recorded deed restrictions/covenant as recorded with the Will County Recorder of Deeds, namely R2005 111931.

ARTICLE X

DEFAULT PROVISIONS

10.1 Default. Each Owner and occupant of a Dwelling is bound by and shall comply with the terms of this Declaration and with any and all amendments hereto. A failure by an Owner or occupant of a Dwelling to comply with this Declaration or any amendment hereto shall constitute a default ("Default"). If a Default occurs, the Developer, or its successors or assigns, and the Board shall have the right to recover damages at law, to procure injunctive relief, or to avail itself of any other rights or remedies permitted by law or in equity from and against either the Owner of a Lot or occupant thereof, or both. In any proceeding commenced by the Developer, its successors or assigns, or the Board based upon or arising out of an alleged Default,

it shall be entitled to recover all expenses of the proceeding, including reasonable attorneys' fees and expenses.

10.2 Owners' right to enforce. Each Owner shall have the right to enforce all covenants, conditions, restrictions, easements and reservations created hereunder against any other Owner or occupant of a Lot, but not against Developer, and to exercise against any other Owner or occupant of a Lot, but not against Developer, all rights and powers created by this Declaration, except those granted specifically to the Developer.

ARTICLE XI

VILLAGE SERVITUDES

11.1 Village right of enforcement. The Village shall have the right, but not the obligation, to enforce the terms of this Declaration. To facilitate compliance with the terms of this Declaration, upon twenty-one (21) calendar days' notice by the Village to the noncompliant party, the Village shall have the right, but not the obligation, to lien the property of the noncompliant party and enforce said lien to the full extent allowed by the law, including but not limited to foreclosure of the same. In the event the Association or an Owner does not comply with the terms of these covenants, conditions and restrictions, or any of the obligations set forth herein, upon twenty-one (21) days' notice by the Village to the noncompliant party, the Village shall have the right, but not the obligation, to enter upon one, some, or all Lots, as the case may be, and enforce or cause compliance with this Declaration, in its entirety, and/or any amendments or revocations as may be recorded from time to time.

11.2 Village right of lien and to collect costs. The Village shall be reimbursed by the non-compliant party for any actual funds that the Village expends, or costs that the Village incurs in enforcing or causing compliance with the terms of this Declaration within thirty (30) days of mailing of a bill for such work. In the event the non-compliant party fails to pay such bill within the time required, the Village may place a lien, pro-rata, against each non-complying Lot Owner, as the case may be, which lien and right of recovery shall include but are not limited to the Village's reasonable attorney's fees, expenses and costs of investigation, settlement and litigation, and enforce said lien to the full extent allowed by law, including but not limited to foreclosure of the same.

11.3 Title. Except as otherwise provided herein, Owners and/or Developer and/or the Declarant or the Association shall retain title to the Maintenance Area.

11.4 Maintenance. The Owners and/or the Association shall at all times maintain the Conservation Area and the Maintenance Area (collectively the "Common Facilities") in a neat and orderly manner, in accordance with applicable Village requirements.

11.5 Back-up SSA. Owners, the Developer, their respective successors, assignees and grantees shall not object to and shall agree to cooperate with the Village in establishing a Special Service Area ("SSA") for the property to be utilized as a backup mechanism for the care and maintenance of the Common Facilities, which include but are not limited to detention areas,

common landscape areas, subdivision monumentation, signage, and any other common elements of subdivision. Developer shall establish through a Declaration of Covenants on the Property, one or more Homeowners' Associations, which shall have the primary responsibility of providing for the regular care, maintenance, renewal and replacement of the Common Facilities, including, without limitation, the mowing and fertilizing of grass, the pruning and trimming of trees and bushes, the removal and replacement of diseased or dead landscape materials, mosquito abatement, and the repair and replacement of monument signs, so as to keep the same in a clean, slightly and first class condition (the "Common Facilities Maintenance"). If at any time such Homeowners' Associations fails to conduct the Common Facilities Maintenance, then the Village shall have the right, but not the obligation to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the costs of the Common Facilities Maintenance undertaken by the Village. The SSA shall provide for the authority of the Village to levy up to Ten Cents (\$.10) per One Hundred (\$100.00) dollars of assessed valuation ("Rate Cap") to fund the payment of the aforesaid costs and expenses. NOTWITHSTANDING THE FOREGOING, THE SPECIAL TAX ROLL SHALL NOT BE LEVIED HEREUNDER, AND THE SSA SHALL REMAIN "DORMANT", AND SHALL TAKE EFFECT ONLY IF THE VILLAGE FINDS THAT A HOMEOWNERS' ASSOCIATION HAS FAILED TO CONDUCT THE COMMON FACILITIES MAINTENANCE.

11.6 Easements. The Village is hereby granted an easement along, in, over and on the Common Facilities for the purposes of accessing the same and, in the event the Association is not fulfilling any or all of its duties pursuant to this Declaration, maintaining, replacing and repairing the structures, lawn and/or landscaping within said Areas. With exception to emergency situations, the Village shall not use this easement until the Village has provided the Association with twenty-one (21) calendar days' notice to address the subject matter of the notice. This easement shall be perpetual and shall run with the Common Facilities.

ARTICLE XII

AMENDMENT

12.1 Amendment by Declarant. Declarant hereby reserves for itself and its assignees the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot; or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendments to this Declaration as the Declarant or its successor or assignee elects to record for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest is hereby reserved

and granted to the Declarant or its assignee to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments.

12.2 Amendment After the Turnover Date. After the Turnover Date, the Owners may modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration. Any such modification, amendment or supplement may be made effective at any time if the Owners of at least Seventy Five (75%) percent of the Lots and the Developer consent thereto, the consent of the Developer being required so long as the Declarant owns any Lots. Any such modifications, amendments or supplements shall be effective only if expressed in a written instruments or instruments executed and acknowledged by each of the consenting Owners and Developer, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Will County, Illinois.

ARTICLE XIII

MISCELLANEOUS

13.1 Non-liability of Declarant and Developer. Declarant and Developer shall not be personally or corporately liable to any Owner or to any others for any decision reasonably made pertaining to architectural control matters, for any mistake in judgment for its enforcement or failure to enforce the terms of this Declaration, or for other acts or omissions made pursuant to this Declaration in good faith.

13.2 Indemnification by Owners. Each Owner of a Lot shall indemnify and hold harmless the Declarant and the Developer against all liability relating to any matter in which they are not to be held liable as provided herein, and from and against any and all loss, cost or damage that may arise or be asserted against Declarant and/or Developer arising out of, or relating to, the activities of said Owner, Owner's agents, employees, contractors, sub-contractors, suppliers, licensees, or guests, anywhere upon or about the Subdivision, including reasonable attorney's fees incurred in connection with the defense of any such claim.

13.3 Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order in no way shall affect any of the other provisions hereof, which shall remain in full force and effect.

13.4 Notices. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address. All Notices, except Notices of Default, given pursuant to this Declaration or in connection therewith, shall be in writing and shall be delivered either in person or by ordinary mail. Delivery of Notices to the Owner shall be made to such address as is furnished by the Owner or absent the Owner furnishing its address, to the address listed on the county assessors

tax records for the particular Lot shall be sufficient. Unless and until a different address is furnished by the Developer to the sender of any notice, notices to Developer shall be sent to the registered agent of the Developer, as reflected on the records of the Secretary of State of Illinois. Notices to the Association shall be sent to the Developer prior to the Turnover Date and, afterwards, sent to the registered agent of the Association as reflected on the records of the Secretary of State of Illinois. Notices of Default under the terms of this Declaration shall be delivered in person or by certified or registered mail, with request of return receipt. Notices shall be deemed delivered on the date personal delivery is made or on the date of mailing.

13.5 Waivers. Except as otherwise provided herein, no conditions, covenants, restrictions, reservations, easements, grants or other provisions of this Declaration shall be deemed to have been waived by silence, or inaction, or failure to enforce rights or by any other matters whatsoever, other than a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been effected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.

13.6 Rule Against Perpetuities. Should any provision of this instrument be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, (c) or any other statutory or common law rules imposing time limits, then such provisions shall be deemed to be operative only until 21 years after the death of the last survivor of the now living lawful descendants of Rod Blagojevich, Governor of the State of Illinois.

13.7 Conflict between Declaration and County Ordinances. In the event there is at any time a conflict between any Provisions of this Declaration and any Ordinance of the County, the Ordinances of said County shall prevail and control, but only to the extent said Ordinances issued therewith are more restrictive than the terms of this Declaration.

13.8 Interpretation. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Subdivision.

13.9 Trustee's Exculpation. This Declaration is executed by HINSBROOK BANK & TRUST as Trustee aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every Person, firm, or corporation hereafter claiming any interest under this Declaration that said Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the title holding interest and the trust estate under said Trust No. 97-018 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by said Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust or their successor, and not by said Trustee personally.

IN WITNESS WHEREOF, the said HINSBROOK BANK & TRUST, as Trustee under Trust Agreement dated 3/10/04 and known as Trust No. 04-009 as Declarant and not individually, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its Trust Officer and _____ and attested by its ~~Assistant~~ Trust Officer, and has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its Trust Officer and attested by its Trust Officer _____ this 21 day of June, 2005.

HINSBROOK BANK & TRUST, not personally, but as trustee under trust agreement dated March 10, 2004 and known as trust no. 04-009.

By: Randi Van Jaeger
Title: Trust Officer

ATTEST:

Janet M. Rens
Assistant Trust Officer

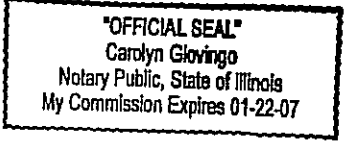
STATE OF ILLINOIS)
) ss
COUNTY OF Da Page)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Randi McTeague and Janet M. Rendon, respectively, of HINSBROOK BANK & TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said association for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 21 day of June, A.D., 2005.

Commission Expires:

Carolyn Glovingo
NOTARY PUBLIC



CONSENT OF MORTGAGEE

HINSBROOK BANK & TRUST, as mortgagee under the following described instrument: mortgage dated July 20, 2004 and recorded July 27, 2004 as Document No. R2004-138248; hereby CONSENTS to the Declarant's execution of and recording of the attached Declaration of Covenants, Conditions, Restrictions and Easements for the Hunt Club Meadows Subdivision, Homer Glen, Illinois.

IN WITNESS WHEREOF, said HINSBROOK BANK & TRUST, has caused this Consent of Mortgagee to be signed by its duly authorized officers on its behalf in Allen Kelleys, Illinois, on this 21 day of June, 2005.

HINSBROOK BANK & TRUST

By: [Signature]

Name/Title: Thomas H. McBeare,
Sr. Vice President

Attest:

[Signature]
Trust Officer

STATE OF ILLINOIS)

COUNTY OF Deer Pigeon)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Thomas H. McBeare, and Randi McTeague, respectively, of HINSBROOK BANK & TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President and Trust Officer appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said association for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 21 day of June, A.D., 2005.

[Signature]
NOTARY PUBLIC

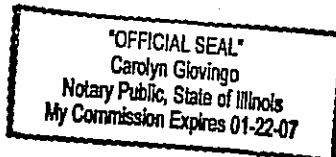


EXHIBIT A

THE SUBDIVISION

LOTS 1 THRU 9, BOTH INCLUSIVE, LOTS 11 THRU 14, BOTH INCLUSIVE, LOTS 16 THRU 50, BOTH INCLUSIVE, OUTLOT 7A, OUTLOT 10, OUTLOT 15, OUTLOT A AND OUTLOT B IN HUNT CLUB MEADOWS, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST 1/44 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY ~~14~~ 6, 2005, AS DOCUMENT NUMBER R2005-111937, IN WILL COUNTY, ILLINOIS.

Commonly known as: Route 6 & Haas Road, Homer Glen, IL

Underlying PIN: 08-02-200-003-0000

EXHIBIT B-1

CONSERVATION AREA

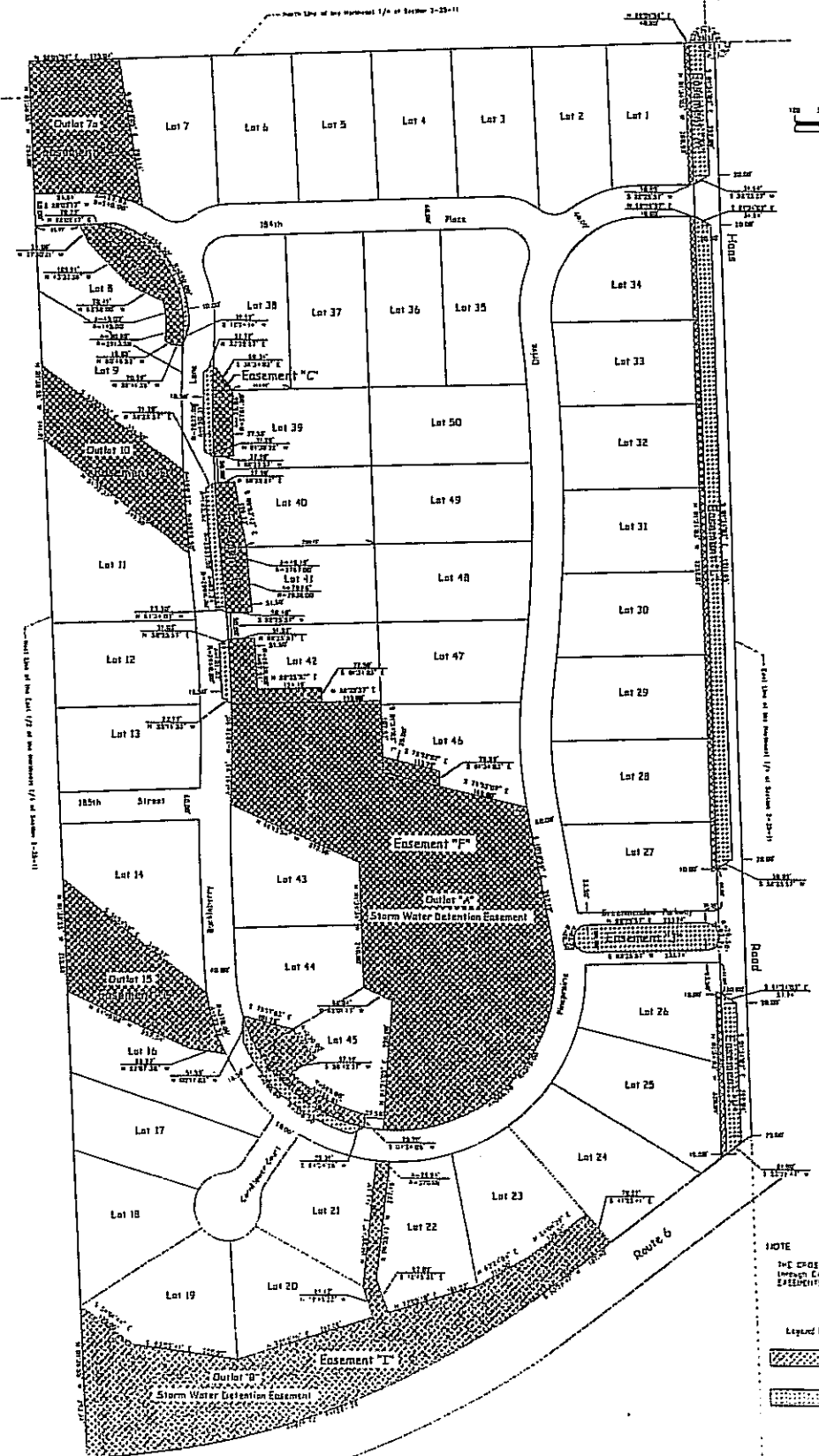
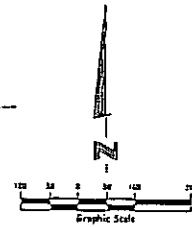
The Conservation Area is the area denoted as the "Conservation Easement" on the Plat. The Conservation Easement is depicted on Exhibit B-2 attached.

EXHIBIT B-2

HUNT CLUB MEADOWS

BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Area of Subdivision: 3,213,354 Square Feet or 74.91 Acres
 Permanent Index Number: DR-02-100-001



Easement Areas

Easement "A"	49,067 Sq. Ft.
Easement "B"	18,822 Sq. Ft.
Easement "C"	8,824 Sq. Ft.
Easement "D"	39,410 Sq. Ft.
Easement "E"	16,495 Sq. Ft.
Easement "F"	287,123 Sq. Ft.
Easement "G"	46,412 Sq. Ft.
Easement "H"	18,740 Sq. Ft.
Easement "I"	156,532 Sq. Ft.
Easement "J"	14,594 Sq. Ft.
Easement "K"	11,783 Sq. Ft.
Easement "L"	49,246 Sq. Ft.
Easement "M"	10,543 Sq. Ft.
Total	727,373 Sq. Ft.

Future Driveway to:
 Arco Survey Company, P.C.
 11240 West 137th Street
 Oak Park, Illinois 60457

Send To: B-41 to
 Hunt Club Meadows LLC
 22 Fullers Parkway Drive
 Lyndon, Illinois 60439

NOTE
 THE CROSS-HATCHED AREAS - EASEMENT "A" THROUGH EASEMENT "M" INDICATE CONSERVATION EASEMENTS.
 Legend for Conservation Easement Mapping
 [Cross-hatched box] Conservation Easement Areas - Lot
 [Dotted box] Conservation Easement Areas - E.C. - To Be Located on Survey of Conservation Easement within 300' of

EXHIBIT C

MAINTENANCE AREA

The Maintenance Area is comprised of the Conservation Area (as defined on Exhibit B of this Declaration) plus the following areas and Lots (or portions thereof as depicted on the Plat):

- a) Outlots A and B;
- b) The landscape island within Meadowview Drive;
- c) The parkway areas between Haas Road and its contiguous Lots and the parkway areas between Rte. 6 and its contiguous Lots; and,
- d) The public streets and streetlights within the Subdivision, until such time as the Village undertakes maintenance of said streets and streetlights.

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