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MELTZER, PURTILL &
STELLE LLC
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Chicago, Illinois 60606



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ABOVE SPACE FOR RECORDER'S USE ONLY

DECLARATION OF COVENANTS FOR HAWTHORN HILLS

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DECLARATION OF COVENANTS FOR HAWTHORN HILLS

This Declaration is made by Pulte Home Corporation, a Michigan corporation ("Declarant").

RECITALS

Declarant is the record title holder of a portion of the Development Area which is legally described in Exhibit A hereto. Declarant is under contract to purchase the balance of the Development Area. Some or all of the Development Area shall be the subject of a single family development called "Hawthorn Hills" (the "Development").

The Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Certain portions of the Premises are designated as Lots and other portions are designated as Community Area. The Declarant has formed (or will form) the Association under the Illinois Limited Liability Company Act. The Association shall have the responsibility for administering and maintaining the Community Area and shall set budgets and fix assessments to pay the expenses incurred in connection with such responsibility. Each Owner of a Lot shall be a member of the Association and shall be responsible for paying assessments with respect to the Lot owned by such Owner, as more fully described in this Declaration. It is not intended that the Association shall be a "common interest community association" as defined in Section 1-5 of the Common Interest Community Association Act (735 ILCS, 160/1-5) of Section 9-102(a)(8) of the Code of Civil Procedure (735 ILCS 5/9-102(a)(8)).

As of the Recording of this Declaration, the Declarant's Development Plan provides for the construction of 47 single family homes in Neighborhood One, 42 single family homes in Neighborhood Two, 55 single family homes in Neighborhood Three and 76 single family homes in Neighborhood Four and certain common area lots, all as shown on the Plat, as maybe added or amended from time to time.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to manage the affairs of the Association, and to appoint all members of the Managers, as more fully described in Article Nine and in the Operating Agreement, the right to come upon the Premises in connection with Declarant's efforts to sell Lots and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Hawthorn Hills Homeowners' Association LLC, an Illinois limited liability company, and its successors and assigns.

1.02 ASSOCIATION MAINTAINED PUBLIC AREA: Those landscaped areas located in the dedicated rights of way or other areas owned or controlled by the Municipality which served the Development as further described on Exhibit B.

1.03 CHARGES: The Community Assessment, Neighborhood Four Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the Operating Agreement.

1.04 COMMUNITY AREA: Those portions of the Premises which are described and designated as "Community Area" in Exhibit B hereto, together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area shall generally include, without limitation, detention areas, retention areas, wetlands, stormwater management areas, landscape easement areas, lineal greenways, sitting areas, pergolas, and all other public spaces except for dedicated municipal parks, within the Development, together with improvements located thereon.

1.05 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.06 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping and other improvements (including any monument signage) on the Community Area, Association Maintained Public Area or as otherwise provided in this Declaration; the cost of insurance for the Community Area; the cost of general and special real estate taxes and assessments levied or assessed against the Community Area owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area or Association Maintained Public Area; if not separately metered or charged to the Owners, the cost of necessary utility services to the Premises; costs, expenses, fees or charges payable to the Municipality pursuant to this Declaration; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners. Notwithstanding the foregoing, Community Expenses shall not include any payments made out of Capital Reserves. Community Expenses shall not include Neighborhood Four Expenses.

1.07 COUNTY: Lake County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.08 DECLARANT: Pulte Home Corporation, a Michigan corporation, its successors and assigns.

1.09 DECLARANT'S DEVELOPMENT PLAN: Declarant's current plan for the Development is attached hereto as Exhibit C. Declarant's Development Plan shall be maintained by the Declarant at its principal place of business and may be changed at any time or from time to time, but shall not be changed unless first approved by the Municipality.

1.10 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.11 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto as Exhibit A may be amended as provided in Section 10.01. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises.

1.12 FIRST MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Lot.

1.13 HOME: That portion of a Lot which is improved with a single family home, including any steps or decks which serve the Home.

1.14 LOT: A subdivided lot which is designated in Exhibit B as a "Lot" and upon which a Home is or will be constructed. A Lot may be a Neighborhood One Lot, a Neighborhood Two Lot, a Neighborhood Three Lot or a Neighborhood Four Lot.

1.15 MANAGERS: The manager or managers from time to time as appointed or elected as provided in this Declaration or the Operating Agreement.

1.16 MUNICIPALITY: The Village of Hawthorn Woods, an Illinois municipal corporation, or any entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Municipality as of the Recording of this Declaration.

1.17 NEIGHBORHOOD: A neighborhood as designated in Exhibit B attached hereto. It is anticipated at that there will be four (4) Neighborhoods: Neighborhood One, Neighborhood Two, Neighborhood Three, and Neighborhood Four.

1.18 NEIGHBORHOOD ONE LOTS: A Lot which is designated in Exhibit B as a "Neighborhood One Lot".

1.19 NEIGHBORHOOD TWO LOTS: A Lot which is designated in Exhibit B as a "Neighborhood Two Lot".

1.20 NEIGHBORHOOD THREE LOTS: A Lot which is designated in Exhibit B as a "Neighborhood Three Lot".

1.21 NEIGHBORHOOD FOUR LOTS: A Lot which is designated in Exhibit B as a "Neighborhood Four Lot".

1.22 NEIGHBORHOOD FOUR ASSESSMENT: The amounts which the Association shall assess and collect from the Owners of Neighborhood Four Lots to pay the Neighborhood Four Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.23 NEIGHBORHOOD FOUR EXPENSES: The expenses associated with Neighborhood Four Lots identified in Section 3.02(c) of this Declaration.

1.24 OPERATING AGREEMENT: The Operating Agreement of the Association.

1.25 OWNER: A Record or beneficial owner, whether one or more persons, of fee simple title to a Lot, including contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Lot owned by the Declarant.

1.26 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.27 PHASE 1 PLAT: The final plat of subdivision of Hawthorn Hills Subdivision – Phase 1 Recorded in Lake County on Oct 15 2014 and Document No. 714 0083.

1.28 PHASE 2 PLAT: The final plat of subdivision of Hawthorn Hills Subdivision – Phase 2 Recorded in Lake County on Oct 15 2014 and Document No. 714 0084.

1.29 PHASE 3 PLAT: The final plat of subdivision of Hawthorn Hills Subdivision – Phase 3 Recorded in Lake County on Oct 15 2014 and Document No. 714 0085.

1.30 PLAT: Collectively or any of the Phase 1 Plat, Phase 2 Plat and/or Phase 3 Plat.

1.31 PREMISES: The real estate which is legally described in Exhibit B hereto, as amended or supplemented from time to time, with all improvements thereon and rights appurtenant thereto.

1.32 RECORD: To record in the office of the Recorder of Deeds for the County.

1.33 RESIDENT: An individual who resides in a Home.

1.34 TURNOVER DATE: The date on which the right of the Declarant to designate the Managers are terminated under Section 9.04.

1.35 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO

Scope of Declaration

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this

Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit B hereto or which are added to Exhibit B by Supplemental Declarations Recorded by Declarant pursuant to Article Twelve.

2.02 CONVEYANCES SUBJECT 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 appurtenant, 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 the Premises, and their respective heirs, successors, personal representatives or assigns, regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part as provided in Section 10.02.

2.04 LOT CONVEYANCE: Once a Lot has been conveyed by the Declarant to a bona fide purchaser for value, then any subsequent conveyance or transfer of ownership of the Lot shall be of the entire Lot and there shall be no conveyance or transfer of a portion of the Lot without the prior written consent of the Managers.

2.05 ACCESS EASEMENT: Each Owner of a Lot shall have a non-exclusive perpetual easement for ingress to and egress from his Lot to public streets and roads over and across the roads, driveways and walkways, if any, located on the Community Area, which easement shall run with the land, be appurtenant to and pass with title to every Lot. The Municipality or any other governmental authority which has jurisdiction over the Premise, including without limitation, the Municipality, shall have a non-exclusive easement of access over roads and driveways located on the Community Area for police, fire, ambulance, waste removal, or for the purpose of furnishing or performing municipal or emergency services to the Premises, including, without limitation, enforcement activities. The Association, its employees, agents and contractors, shall have the right of ingress to, egress from, the Community Area and Association Maintained Public Area and the right to store equipment on the Community Area, for the purpose of furnishing any maintenance, repairs or replacements required or permitted to be furnished by the Association hereunder.

2.06 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area and the exclusive right to use and enjoy the Owner's Lot. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Lot, and shall be subject to and governed by the laws, ordinances and statutes of jurisdiction, the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the Association, including the right of the Association to come upon a Home to furnish services hereunder.

2.07 DELEGATION OF USE: Subject to the provisions of this Declaration, the Operating Agreement, and the reasonable rules and regulations from time to time adopted by the

Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Home to Residents of the Owner's Home. An Owner shall delegate such rights to tenants and contract purchasers of the Owner's Home who are Residents.

2.08 RULES AND REGULATIONS: The use and enjoyment of the Premises shall at all times be subject to reasonable rules and regulations duly adopted by the Managers from time to time.

2.09 UTILITY EASEMENTS: The Municipality and all public and private utilities (including cable companies) serving the Premises are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus and other equipment, into and through the Community Area for the purpose of providing utility or other services to the Premises or any other portion of the Development Area.

2.10 EASEMENTS, LEASES, LICENSES AND CONCESSIONS: The Association shall have the right and authority from time to time to lease or grant easements, licenses, or concessions with regard to any portions or all of the Community Area for such uses and purposes as the Managers deem to be in the best interests of the Owners and which are not prohibited hereunder including, without limitation, the right to grant easements for utilities or any other purpose which the Managers deem to be in the best interests of the Owners. Any and all proceeds from leases, easements, licenses or concessions with respect to the Community Area shall be used to pay the Community Expenses. Also, the Association shall have the right and power to dedicate any part or all of the roads, parking areas or other vacant areas located on the Community Area to the Municipality or other governmental authority which has jurisdiction over the Community Area. Each person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Home, shall be deemed to grant a power coupled with an interest to the Managers, as attorney-in-fact, to dedicate portions of the Community Area or to grant, cancel, alter or otherwise change the easements provided for in this Section 2.10. Any instrument executed pursuant to the power granted herein shall be executed by the Manager of the Association prior to the Turnover Date or by a majority of the Managers thereafter and duly Recorded.

2.11 ASSOCIATION'S ACCESS: The Association shall have the right and power to come onto any Lot for the purpose of furnishing the services required to be furnished hereunder, including, without limitation, the services described in Section 3.02 and Section 3.05, or enforcing its rights and powers hereunder.

2.12 NO DEDICATION TO PUBLIC USE: Except for easements granted or dedications made as permitted in Section 2.10, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Community Area to or for any public use or purpose whatsoever.

2.13 OWNERSHIP OF COMMUNITY AREA: Those portions of the Community Area which are part of a Lot, if any, shall be owned by the Owner of the Lot subject to the rights of the Association to maintain, repair and replace improvements thereon as provided in Article Three. Those portions of the Community Area which are not part of a Lot shall be conveyed to the Association free of mortgages no later than sixty (60) days after the Turnover Date, subject to the rights of Owners from time to time of Lots to use and enjoy the Community Area as provided herein.

2.14 REAL ESTATE TAXES FOR COMMUNITY AREA: If a tax bill is issued with respect to Community Area which is made subject to this Declaration in the middle of a tax year (regardless of when it is conveyed to the Association), then the tax bill shall be prorated so that the Declarant shall be responsible for the payment of that portion of the tax bill from January 1st of the tax year to the date that such Community Area is made subject to this Declaration, and the Association shall be responsible for the balance of the tax bill for such year, and any tax bills for subsequent years. Each Owner of a Lot shall be responsible for the payment of real estate taxes levied with respect to the Owner's Lot (including that portion of the Owner's Lot which is designated as Community Area hereunder).

ARTICLE THREE
Community Area/Association Maintenance

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 MAINTENANCE, REPAIR AND REPLACEMENT BY ASSOCIATION:

(a) The following maintenance, repairs and replacements shall be the responsibility of and furnished by the Association as a Community Expense:

(i) Added planting, replanting, care and maintenance of trees, shrubs, flowers, grass, berms and all other landscaping on the Community Area and the Association Maintained Public Area;

(ii) Maintenance, repair and replacement of the sidewalks, entryway monument, fences, benches, pergolas, rock outcroppings, retaining walls, interpretive signage, lighting, and other improvements located on the Community Area;

(iii) Maintenance, repair and replacement of detention, retention, storm water management areas, basins and wetlands located on the Community Area which serve the Premises; and

(iv) Maintenance, repair and replacement of all storm sewers within all Neighborhoods and Community Areas except for storm sewers within any street right-of-way.

(b) All maintenance, repair and replacement work required pursuant to this Declaration shall be promptly completed in a good and workmanlike manner consistent with any applicable governmental regulations or standards, or, if no such regulations or standards apply, then consistent with good engineering, forestry, or other similar professional standards so as to ensure the safe and effective condition of the portion of the Development subject to maintenance, repair or replacement. The cost of any maintenance, repairs and replacement furnished by the Association pursuant to this Section shall be Community Expenses. The Declarant reserves the right to add additional responsibilities to be furnished by the Association at such time as any Supplemental Declarations are Recorded from time to time.

(c) The following maintenance shall be furnished by the Association as a Neighborhood Four Expense:

(i) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass (including grass cutting) and all other landscaping located on the Neighborhood Four Lots; and

(ii) snow removal from the driveways, sidewalks and service walks located in Neighborhood Four and which serve the Neighborhood Four Lots.

(d) The Association may offer to the Owners of Neighborhood One Lots, Neighborhood Two Lots or Neighborhood Three Lots to furnish a higher level of services to their individual Neighborhood One Lot, Neighborhood Two Lot or Neighborhood Three Lot similar to those provided to the Neighborhood Four lots pursuant to Section 3.02(c) hereof ("Optional Services"). If the Owner of a Neighborhood One Lot, Neighborhood Two Lot or Neighborhood Three Lot elects to have the Association provide the Optional Services to his Lot, such election shall be made by the Owner on an annual basis and any fees that the Association may charge to the Owner for the Optional Services shall be a Charge hereunder.

(e) The Association shall maintain detention basins and storm sewers in accordance with this Section and its maintenance plan, a copy of which shall be on file with the Association and with the Village and which maintenance plan may be amended from time to time upon the agreement of the Association and the Municipality.

3.03 MAINTENANCE BY OWNER:

(a) Except as otherwise specifically provided for in this Declaration each Owner of a Lot shall be responsible for the maintenance, repair and replacement of the Owner's Lot and the Home thereon.

(b) Except as provided in Section 3.02(c)(ii) each Owner shall be responsible for snow removal on the sidewalk located on the Lot or in the right of way adjacent to his Lot as required by the Municipality.

(c) Each Owner shall be responsible for the sanitary sewer service line which extends from the Home to the sewer main line in the right of way.

(d) If, in the judgment of the Managers, an Owner fails to maintain those portions of the Owner's Lot which the Owner is responsible for maintaining hereunder in good condition and repair or the appearance of such portions is not of the quality of that of other Lots in the Development or in compliance with rules and regulations adopted by the Managers from time to time, then the Managers may, in its discretion, take the following action:

(i) advise the Owner of the work which must be done and allow the Owner at least twenty (20) days (or less in the case of an emergency) to cause the work to be done; and

(ii) if the work is not done to the satisfaction of the Managers, in its sole judgment, then the Managers may seek injunctive relief, levy a fine and/or cause such work to be done and the cost thereof shall be a Charge payable by the Owner to the Association upon demand.

3.04 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO THE COMMUNITY AREA: Subject to the provisions of Article Nine, (i) no alterations, additions or improvements shall be made to the Community Area and (ii) no modifications shall be made to the Association Maintained Public Area without the prior approval of the Managers and with the approval of the Municipality. The Association may cause alterations, additions or improvements to be made to the Community Area or may cause modifications to be made to the landscaping on Association Maintained Public Areas and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.06; except, that, any such alteration, addition or improvement which shall cost more than four (4) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.05 ALTERATIONS, ADDITIONS OR IMPROVEMENTS TO LOTS: No additions, alterations or improvements, including, without limitation, (i) changes in the exterior color of a Home, (ii) construction of awnings, antenna or satellite dish, (iii) installations, changes or additions to patio or deck, (iv) installation of a swimming pool, playset, or (v) other similar improvements, shall be made to any Lot or any part of the Home which is visible from outside the Home by an Owner without the prior written consent of the Managers and, until the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant, and compliance with applicable ordinances of the Municipality. If an addition, alteration or improvement which requires the consent of the Managers and/or Declarant hereunder is made to a Lot by an Owner without the prior written consent of the Managers or Declarant, or both, as applicable, then (i) the Managers may, in its discretion, take either of the following actions; and (ii) until such time as the Declarant no longer owns or controls title to any portion of the Development Area, the Declarant may, in its discretion take either of the following actions:

(a) Require the Owner to remove the addition, alteration or improvement and restore the Lot to its original condition, all at the Owner's expense; or

(b) If the Owner refuses or fails to properly perform the work required under (a), may cause such work to be done and may charge the Owner for the cost thereof as determined by the Managers or the Declarant, as applicable.

3.06 CERTAIN UTILITY COSTS: Certain utility costs incurred in connection with the use, operation and maintenance of the Community Area or the Association Maintained Public Area may not be separately metered and billed to the Association. If the cost for any such utility is metered and charged to individual Homes rather than being separately metered and charged to the Association, then the following shall apply:

(a) If in the opinion of the Managers, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(b) If in the opinion of the Managers, the Owner of a Home is being charged disproportionately for costs allocable to the Community Area or the Association Maintained Public Area, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which in the reasonable determination of the Managers is properly allocable to the Community Area and the amount thereof shall be Community Expenses hereunder. Any

determinations or allocations made hereunder by the Managers shall be final and binding on all parties.

3.07 DAMAGE BY RESIDENT: If, due to the act or omission of a Resident of a Home, or of a household pet or guest or other authorized occupant or invitee of the Owner of a Lot, damage shall be caused to the Community Area or the Association Maintained Public Area and maintenance, repairs or replacements shall be required thereby, which would otherwise be a Community Expense, then the Owner of the Lot shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Managers, to the extent not covered by insurance carried by the Association or an Owner.

ARTICLE FOUR
Insurance/Condemnation

4.01 COMMUNITY AREA INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area and other improvements required to be maintained by the Association (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Association shall have the authority to and shall obtain 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 workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its managers and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area, Association Maintained Public Area and/or adjacent dedicated rights of way or detention areas. The Managers may, in their discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the managers and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Association, the Managers and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Managers may deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Managers, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this

Section 4.02 of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section 4.02 and legally describes the real estate affected, is executed by the Manager of the Association prior to the Turnover Date or by a majority of the Managers thereafter and Recorded.

ARTICLE FIVE
The Association

5.01 **IN GENERAL:** Declarant has caused or shall cause the Association to be organized as a limited liability company under the laws of the State of Illinois law. The Association shall be the governing body for all of the Owners for the administration and operation of the Community Area. The Association shall be responsible for the maintenance, repair and replacement of the Community Area, the Association Maintained Public Area and such other portions of the Premises as set forth in this Declaration.

5.02 **MEMBERSHIP:** Each Owner shall be a member of the Association. There shall be one membership per Lot. Membership shall be appurtenant to and may not be separated from ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Lot within ten (10) days after such change.

5.03 **VOTING MEMBERS:** Subject to the provisions of Section 9.04, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Lot. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Managers and if in the case of multiple individual Owners no designation is given, then the Managers at its election may recognize an individual Owner of the Lot as the Voting Member for such Lot.

5.04 **MANAGERS:** Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time, who need not be Owners or Voting Members. After the Turnover Date, the Managers shall consist of that number of individuals provided for in the Operating Agreement, each of whom shall be an Owner or Voting Member.

5.05 **VOTING RIGHTS:** Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall vest exclusively in the Declarant and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Lot which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the Operating Agreement) upon an affirmative vote of a majority by the Voting Members present at such meeting, except as otherwise provided herein or in the Operating Agreement.

5.06 **MANAGER LIABILITY:** The Managers of the Association shall not be personally liable to the Association or the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Managers except for any acts or omissions

found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant, Declarant and each of the Managers, and its or their heirs, executors or administrators, against all contractual and other liabilities to the Associations, the Owners or others arising out of contracts made by or other acts of the Managers on behalf of the Owners or the Association or arising out of their status as Managers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such Manager may be involved by virtue of such person being or having been such Manager; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Managers, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such Manager.

5.07 MANAGING AGENT: The Declarant (or an entity affiliated with the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on ninety (90) days written notice.

5.08 REPRESENTATION: The Association shall have the power and right to represent the interests of all of the Owners in connection with claims and disputes affecting the Community Area. Without limiting the foregoing, the Association shall have the power after the Turnover Date to settle warranty disputes or other disputes between the Association, the Owners, and the Declarant affecting the construction, use or enjoyment of the Community Areas and any such settlement shall be final and shall bind all of the Owners.

5.09 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes represented by all Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the Operating Agreement or rules and regulations adopted by the Managers (including, without limitation, an action to recover unpaid assessments or other charges or to foreclose a lien for unpaid assessments or other charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE SIX

Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be exclusively to administer the affairs of the Association to pay the Community Expenses and the Neighborhood Four Expenses and to accumulate reserves for any such expenses.

6.02 ASSESSMENT: Each year on or before December 1, the Managers shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

(a) Community Assessment:

(i) The estimated Community Expenses;

(ii) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;

(iii) The estimated net available cash receipts from the operation and use of the Community Area plus the estimated excess funds, if any, from the current year's assessments;

(iv) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (i) above, plus the amount determined in (ii) above, minus the amount determined in (iii) above;

(v) That portion of the Community Assessment which shall be payable with respect to the ensuing calendar year by the Owner of each Lot which is subject to assessment hereunder, which each month until the next Community Assessment or revised Community Assessment becomes effective, which monthly amount shall be equal to the Community Assessment, divided by the number of Lots, divided by twelve (12), so that each Owner shall pay equal Community Assessments for each Lot owned. The Community Assessment shall be paid in periodic installments as determined by the Managers from time to time, but no less frequently than once each calendar year.

(b) Neighborhood Four Assessment:

(i) The estimated Neighborhood Four Expenses;

(ii) The estimated amount, if any, to maintain adequate reserves for the Neighborhood Four Expenses;

(iii) The amount of "Neighborhood Four Assessment" payable by Owners of Neighborhood Four Lots which shall be equal to the amount determined in (i) above, plus the amount determined in (ii) above; and

(iv) That portion of the Neighborhood Four Assessment which shall be payable by the Owner of each Neighborhood Four Lot which is subject to assessment hereunder each month until the next Neighborhood Four Assessment or revised

Neighborhood Four Assessment becomes effective shall be equal to the Neighborhood Four Assessment, divided by the number of Neighborhood Four Lots then subject to this Declaration, divided by 12, so that each Owner shall pay an equal share of the Neighborhood Four Assessment for each Neighborhood Four Lot owned.

(c) Stabilized Budget:

Anything herein to the contrary notwithstanding the provisions of this paragraph shall apply with respect to the period prior to the Turnover Date. Any budget ("Stabilized Budget") prepared by the Managers prior to the Turnover Date shall be based on the assumptions that the Development has been fully constructed as shown on the then current Declarant's Development Plan and all proposed Homes thereon have been sold and are occupied.

(d) Assessment's Prior to Turnover:

(i) Prior to the Turnover Date, each Owner of a Lot (other than Declarant) shall pay as the Owner's share of the annual Community Assessment an amount equal to the total costs as shown on the Stabilized Budget divided by the total number of proposed Homes on the Declarant's Development Plan, divided by 12, so that each Owner (other than Declarant) will pay, with respect to each Lot owned, a monthly Community Assessment equal to what such Owner would be paying with respect to the Owner's Lot if the Development were fully constructed pursuant to the Development Plan and all proposed Homes have been built and are occupied;

(ii) In addition to the amount provided for in subparagraph (i) above, each Owner of a Neighborhood Four Lot (other than Declarant) shall pay as the Owner's monthly share of the Neighborhood Four Assessment, an amount equal to the total Neighborhood Four Expenses, as shown on the Stabilized Budget divided by the number of Neighborhood Four Lots, as shown on the Development Plan, divided by 12, so that each Owner of a Neighborhood Four Lot (other than Declarant) will pay, with respect to each Neighborhood Four Lot owned, a Neighborhood Four Assessment equal to what such Owner would be paying with respect to the Owner's Neighborhood Four Lot if the Development were fully constructed pursuant to the Development Plan and all proposed Neighborhood Four Lots have been built and are sold and occupied; and

(iii) Each Owner shall pay such assessment at such times as determined by the Managers, but not less frequently than once each year. The Declarant shall not be obligated to pay any Community Assessments or Neighborhood Four Assessments to the Association prior to the Turnover Date. However, if with respect to the period commencing on the date of the Recording of this Declaration and ending on the Turnover Date, the amount of Community Assessments, Neighborhood Four Assessments and working capital contributions under Section 6.08 payable (whether or not paid) by Owners (other than Declarant) less the portions thereof which are to be added to Reserves is less than the Community Expenses and Neighborhood Four Expenses actually incurred with respect to such period, then the Declarant shall pay the difference to the Association. From time to time prior to the Turnover Date, the Declarant may (but shall not be obligated) advance to the Association funds to be used by the Association to pay expenses ("Advanced Funds"). A final accounting and settlement of the amount, if any,

owed by Declarant to the Association shall be made as soon as practicable after the Turnover Date. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, are less than the amount owed by the Declarant to the Association pursuant to this Section, the Declarant shall pay the difference to the Association. If, and to the extent that, the final accounting determines that the Advanced Funds, if any, exceed the amount owed by the Declarant to the Association pursuant to this Section, then the Association shall pay such excess to the Declarant.

6.03 PAYMENT OF COMMUNITY ASSESSMENT: Each Owner of a Lot shall pay to the Association, or as the Managers may direct, that portion of the Community Assessment or Neighborhood Four Assessment, if any, which is payable by each Owner of a Lot under Section 6.02(A)(v), Section 6.02(B)(iv) or Section 6.08, as applicable, at such times as the Managers shall determine from time to time. For purposes hereof, a Lot shall only be subject to assessment hereunder from and after such time as an occupancy certificate has been issued with respect to the Home constructed thereon.

6.04 REVISED ASSESSMENT: If the Community Assessment or Neighborhood Four Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Managers may increase or decrease the assessment payable under Section 6.02(A)(v) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: The Managers may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses or Neighborhood Four Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Lots in equal shares; provided, however, that special assessments applicable to the Neighborhood Four Expenses shall only be payable by owners of Neighborhood Four Lots. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question and only those Owners of Lots against which the proposed special assessment shall be levied may vote on the question. The Managers shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Managers. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain special reserve account to be used solely for making capital expenditures in connection with the Community Area or the Association Maintained Public Area (the "Capital Reserve"). The Managers shall determine the appropriate level of the Capital Reserve based on (i) a periodic review of the useful life of improvements to the Community Area, Association Maintained Public Area and other property owned or required to be maintained by the Association, and (ii) periodic projections of the cost of anticipated major repairs or replacements to the Community Area and the purchase of other property to be used by the Association in connection with its

duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Community Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Community Areas shall be held by the Association as agent and trustee for the Owners of Homes with respect to which the Capital Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Association by the Owners. The budgets which will be adopted from time to time by the Managers appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Managers deems to be appropriate based on information available to the Managers. Managers elected by the Owners after the Turnover Date may use different approaches from those used by Managers appointed by the Declarant for the buildup of reserves or may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Community Area. If the Managers chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Managers does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Managers nor any of its past or present members shall be liable to the Association or the Owners for failing to provide for sufficient reserves and (ii) the Managers shall have the right and power to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Community Assessment s, separate assessments or special assessments. The final accounting and settlement calculation between the Declarant and the Association (provided for in Section 6.02(A)(v) above) shall not include any amounts allocated to, or deposited in, the Capital Reserve.

6.07 PAYMENT OF ASSESSMENTS: Community Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Lot and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

6.08 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Home by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to six (6) monthly installments of the then current Community Assessment for that Home, which amounts shall be held and used by the Association for its working capital needs (and not as an advance payment of the Community Assessment). In addition, the purchasing Owner shall pay to the Association an amount equal to six (6) monthly installments of the then current Community Assessment for that Home which shall be added to the Capital Reserve.

ARTICLE SEVEN

Collection of Charges and Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Lot by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner or the Owner's Lot. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Lot against which such Charge is made and also shall be the personal obligation of the Owner of the Lot at the time when the

Charge becomes due. The lien or personal obligation created under this Article Seven shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Managers may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Lot.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Lot which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges provided for in Section 7.01 shall not be affected by any sale or transfer of a Lot. Where title to a Lot is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Lot shall be personally liable for his share of the Charges with respect to which a lien against his Lot has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Lot, as provided in this Article.

7.05 SELF-HELP BY MANAGERS: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the Operating Agreement, or rules or regulations of the Managers where such violation or breach may be cured or abated by affirmative action, then the Managers upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE MANAGERS: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Managers may levy a fine or the Managers may bring an action at law or in equity in the name of the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable (including fines) or to recover damages, and against the Lot to enforce any lien created hereunder; and failure by the

Association to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 **COSTS AND EXPENSES:** All costs and expenses incurred by the Managers in connection with any action, proceedings or self-help in connection with the exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less until paid, shall be charged to and assessed against the defaulting Owner, and the Association shall have a lien for all the same, upon his Lot as provided in Section 7.01.

7.08 **ENFORCEMENT BY OWNERS:** Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Lot to enforce any lien created hereunder.

7.09 **BACKUP SSA:** The Municipality may establish a "Special Service Area" to serve as what is commonly referred to as a "Backup Special Service Area" to give the Municipality the power to levy taxes to pay the cost of maintaining the areas required to be maintained by the Association hereunder if the Association fails to perform such maintenance and the Municipality chooses to furnish such fees or services. 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 acknowledgment of, and a consent to the reservation of, the power to the Village to establish and Record an ordinance creating a Special Service Area.

7.10 **ENFORCEMENT BY MUNICIPALITY:** The Municipality is hereby granted the right, but shall not be obligated, to enforce covenants and obligations of the Association or the Owners hereunder. If the Association or one or more Owners fail to comply with any covenants and obligations hereunder, the Municipality shall have the right (but shall not be obligated) to give notice to the Association or the offending Owner or Owners of its, his or their failure to perform its, his or their obligations. If such notice is given and the Association or the offending Owner or Owners do not perform to the reasonable satisfaction of the Municipality within thirty (30) days after the giving of such notice, then the Municipality may (but shall not be obligated to) enter upon the Premises and perform any and all work which it deems necessary and appropriate, either directly or through contractors engaged by the Municipality. The Association or the offending Owner or Owners shall, upon demand, reimburse the Municipality for the reasonable cost of such work, plus interest at the rate of twelve percent (12%) per annum from the date incurred and paid by the Municipality through the date the Municipality is reimbursed for such cost, and if payment is not made within thirty (30) days after demand, then the amount due, plus reasonable costs of collection, including reasonable attorneys' fees, shall become a lien on the property of the offending Owner or Owners or, in the case of the Association, the property of the Association, effective as of the date on which such work was completed; provided, however, that such lien shall be subordinate to the lien of any first mortgage on a Home Recorded prior to the date on which any such cost becomes a lien against the Home as provided above. The subordination of such liens shall not apply to liens by the Municipality pursuant to 65 ILCS 5/11-31-1.

ARTICLE EIGHT
Use Restrictions

8.01 **RESIDENTIAL USE:** Each Lot shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of a Lot or any portion thereof, nor shall any Resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or Resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions shall not, however, be construed to prohibit a Resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; (c) handling his personal business or professional telephone calls or correspondence therefrom, or (d) conducting a home occupation business not prohibited by applicable laws, ordinances or regulations.

8.02 **OUTBUILDINGS, CLOTHESLINES AND DOG RUNS:**

(a) No outbuilding, shed, storage shed, gazebos, doghouses, greenhouse or other temporary or permanent structure shall be constructed on any Lot. There shall be no clotheslines or dog runs constructed or placed on any Lot.

(b) There shall be no construction on any Lot which results in a building or structure inconsistent with the general architectural design and aesthetic flavor of either (i) the Home on the Lot or (ii) the remainder of the Homes on the Premises.

8.03 **INDUSTRY/SIGNS:** No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs be maintained or permitted on any part of the Community Area or any Lot, except as permitted by the Managers or as permitted under Article Nine. No advertising signs, billboards, or objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any portion of any Lot. The foregoing restrictions shall not apply to the signs and billboards, if any, of Declarant or its designees.

8.04 **PETS:** No animals, livestock or poultry of any kind shall be raised, bred, or kept on the Community Area. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs, cats, birds or fish, as household pets but not for breeding purposes. Farm animals, snakes, other reptiles, exotic animals and wild animals are prohibited. Owners are limited to no more than two (2) dogs, or two (2) cats or one (1) of each in any Home. The owner of any pet shall immediately remove any bodily waste deposited by its pet on any Lot, Community Area, parkways, cul-de-sac islands or dedicated streets. The Managers may from time to time adopt rules and regulations governing (a) the keeping of pets in the Home, which may include prohibiting certain species of pets from being kept in the Home and (b) the use of the Community Area by pets.

8.05 **TRASH:** All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Homes and roads, and shall be regularly removed from the Premises, and shall not be allowed to accumulate thereon. Garbage may not be burned on a Lot. Trash containers shall be placed on the curb for collection and empty containers shall be removed on the pick-up day at the times designated by the current Municipal Ordinance, as may be amended from time to time.

8.06 NUISANCE: No nuisance, noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Home.

8.07 PLANTS: No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Premises.

8.08 PARKING: The parking of vehicles on the Premises shall be subject to rules and regulations adopted by the Managers from time to time, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for the imposition of a fine for a violation of the rules and regulations. Without limiting the foregoing, the following shall apply:

(a) Residents shall not be permitted to park any vehicle (which has "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicle, boat, trailer or other similar vehicle on any portion of the Premises, other than within a garage which is part of a Home. In no event can any portion of a vehicle which is permitted to be parked on the Premises hereunder (including any ladder or other equipment attached thereto) block or overhang any portion of a sidewalk located on the Premises.

(b) Except for emergencies, no repairs or maintenance work shall be performed on any vehicle on the Premises, other than within a garage which is part of a Home.

(c) The Owner of any Lot shall keep the garage door of his residence shut at all times when it is not in use. No Owner shall park or store vehicles on public streets or on driveways within his Lot if there is capacity for storage for such vehicles in the garage on his Lot. No owner shall utilize the space within his garage to store any commercial materials or products or for purposes which adversely affect or limit the storage of vehicles therein to meet the designed capacity of such garage.

(d) No inoperable vehicles shall be kept on any portion of a Lot, except within the garage.

8.09 SATELLITE DISHES/ANTENNAE: Subject to applicable federal, state and local regulations, laws and ordinances, no satellite dish, television antenna or other similar device shall be attached to or installed (i) on any portion of the Community Area, (ii) on the roof of a Home, or (iii) on any portion of a Lot which is visible from the front of the Home. The installation of satellite dishes, television antennae and other similar devices shall be subject to additional reasonable rules and regulations adopted from time to time by the Managers. The restrictions set forth in this Section shall not apply to the Association with respect to the installation of equipment necessary for a master antenna system, cable television system or other similar systems within the Premises.

8.10 LANDSCAPE MAINTENANCE: Except as provided herein, each Owner shall regularly mow and trim all areas of his Lot covered with grass and ground cover and shall keep all areas of his Lot designed or intended for the property drainage or detention of water, including swale lines and ditches, unobstructed and shall mow and maintain such areas regularly so as to keep such areas in good and functional condition. Any landscaping installed in any

easement area as shown on the Plat shall be installed at the Owners expense and if disturbed when maintenance is performed, shall be replaced at the Owners expense,

8.11 FENCES: No fencing shall be installed on a Lot. Invisible fencing shall be permitted. The Declarant, and later the Association, may install fences on the Community Area with prior approval from the Municipality.

8.12 PROHIBITION OF ABOVE GROUND SWIMMING POOLS: No above ground swimming pools shall be installed on any Lot within the Premises.

8.13 PROHIBITIONS IN FRONT OR SIDE YARDS: Playgrounds, trampolines, sandboxes, swing sets, outside storage, and furniture are prohibited in front or side yards.

8.14 SCREENING OF OUTDOOR HOT TUBS: Installation of outdoor hot tubs shall be subject to the review and approval of the Managers to ensure that they are screened from view from public streets or neighboring Lots through installation of appropriate and sufficient landscaping. Screening with fencing shall not be allowed.

8.15 PROHIBITION OF WINDOW AIR CONDITIONERS OR WINDOW FANS: No window air conditioners or window fans shall be placed in any home constructed on the Premises.

8.16 CLEARANCE OF UTILITIES: The Owner of a Lot, and not the Association, shall be responsible for the clearance and relocation of any utilities that must be made in connection with the installation of any improvements by the Owner on his Lot.

8.17 COMPLIANCE WITH U.S. POSTAL SERVICE REGULATIONS: All mailboxes located in any right-of-way shall be in compliance with U.S. Postal Service Regulations and the Village Code ordinances.

8.18 DRIVEWAYS: Driveways shall be constructed of concrete, asphalt or pavers, shall not extend past the width of the initial installation when replaced and shall not be increased at any time.

8.19 LEASES OF LOTS: Any Owner may lease his Lot, but no lease may be for a period of less than thirty (30) days. All leases must be made expressly subject to the terms of this Declaration. In the event any Owner leases his Lot, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of his tenant(s). Notwithstanding the foregoing, Declarant and its successors and assigns shall have the right to rent any or all units located on Lots owned by Declarant.

8.20 PLAYSET: Subject to the terms of Section 3.05 and Section 8.22, playsets shall be constructed of wood or PVC materials and shall not be made of metal.

8.21 TRELLISES, ARBORS AND PERGOLAS: Free standing trellises and other latticework built to support climbing plants or vines shall be permitted on a deck or patio. Arbors, pergolas or other structures creating archways, entryways or built with posts supporting a roof, however, are not permitted.

8.22 NEIGHBORHOOD FOUR RESTRICTIONS: The Developer intends to develop Neighborhood Four as an "age-targeted" community. The following restrictions apply to Neighborhood Four Lots only. In the event there is a conflict between the provisions of this Section and the remainder of this Declaration, the terms of this Section shall govern.

(a) No basketball courts or hoops, playsets, swingsets, jungle gyms or other playground equipment shall be maintained on any Neighborhood Four Lot.

(b) No above ground or in-ground swimming pools shall be maintained on any Neighborhood Four Lot.

ARTICLE NINE

Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the Operating Agreement, the Declarant shall have the rights and powers set forth in this Article. Except to the extent relating to the rights of the Municipality, anything in this Declaration or the Operating Agreement to the contrary notwithstanding, the provisions set forth in this Article shall govern. Except as otherwise provided in this Article, the rights of Declarant under this Article shall terminate at such time as the Declarant no longer holds or controls title to any portion of the Development Area.

9.02 PROMOTION OF PROJECT: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, and as permitted by the Municipality, (ii) construct and maintain model Homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and as permitted by Municipal ordinance and to use such model homes, sales or leasing offices for the purpose of selling or leasing homes on the Premises or at other properties in the general location of the Premises which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Premises, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any unit owned by it or the Declarant to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction and/or alteration of any temporary or permanent improvements which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises.

9.04 DECLARANT CONTROL OF ASSOCIATION: Prior to the Turnover Date, the Managers shall be the Declarant, or one or more entities or persons designated by the Declarant from time to time who need not be Owners or Voting Members. Initially the Declarant shall be the sole Manager. The rights and powers of the Declarant to manage the affairs of the Association, or designate the Managers of the Association shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any portion of the Development Area, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (iii) fifteen (15) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Managers shall be constituted and elected as provided in the Operating Agreement. Prior to the Turnover Date, all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights. Prior to the "Turnover Date," Declarant shall provide not less than fifteen (15) days' notice to the Municipality to schedule a walk-through of the Premises except of areas previously accepted by the Municipality.

9.05 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.06 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable in whole or in part. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

9.07 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the County, the Municipality or other governmental authority which has jurisdiction over such portions. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of utility services serving any Lot.

ARTICLE TEN Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of Fannie Mae, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's 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, guarantee or otherwise deal with first mortgages covering Lots, (iii) to correct errors, omissions, ambiguities or inconsistencies in the Declaration or any Exhibit, (iv) to bring the Declaration into compliance

with applicable laws, ordinances or governmental regulations, (v) to amend Exhibit A to include additional real estate and (vi) to amend Exhibit B to remove real estate from the Premises and the terms of this Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. 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 acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power of the Declarant to Record a Special Amendment hereunder shall terminate five (5) years after such time as Declarant no longer holds or controls title to a portion of the Development Area.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least seventy-five percent of the total votes or by an instrument consented to, in writing, executed by Owners of at least seventy-five percent (75%) of the Lots; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all First Mortgagees, (ii) the provisions relating only to Neighborhood Four Lots may only be amended by the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes of Neighborhood Four Lots or by an instrument consented to, in writing, executed by Owners of at least seventy-five percent (75%) of the Neighborhood Four Lots, (iii) until such time as the rights and powers of the Declarant under this Declaration terminate, this Declaration may only be amended with the written consent of the Declarant and (iv) the provisions relating to the rights of the Municipality may only be amended with the approval of the Municipality. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Lot shall no longer have the legal access to a public way from his Lot. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN First Mortgagees Rights

11.01 NOTICE TO FIRST MORTGAGEES: Upon the specific, written request of Mortgagee or the insurer or guarantor of a First Mortgagee's mortgage, such party shall receive some or all of the following and these notices can be delivered by any means the Managers determines which is not contrary to the provisions of the Act.

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Lot covered by the First Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of any proposed action that requires the consent of a specified percentage of Eligible First Mortgagees;

(e) Notice of any substantial damage to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;

(f) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area or the Lot subject to the First Mortgagee's mortgage;

(g) In the case of a First Mortgagee, the right to be listed on the records of the Association as an "Eligible First Mortgagee" for purpose of Section 11.02 below; and

(h) Notice of any default by the Owner of the Lot which is subject to the Mortgagee's mortgage under this Declaration, the Operating Agreement or the rules and regulations of the Association which is not cured within 30 days of the date of the default;

(i) The right to examine the books and records of the Association at any reasonable times; and

(j) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 CONSENT OF FIRST MORTGAGEES:

(a) In addition to any requirements or prerequisites provided for elsewhere in this Declaration, the consent of First Mortgagees holding, in the aggregate, the first mortgages on at least two-thirds (2/3) of the Lots (by number) which are subject to first mortgages held by First Mortgagees which specifically request to be treated as "Eligible First Mortgagees" under Section 11.01(i) above will be required for the Association to do or permit to be done any of the following:

(i) Adoption of an amendment to this Declaration which (i) changes Article Six or otherwise changes the method of determining the Community Assessments or other Charges which may be levied against an Owner; (ii) changes Section 7.04 or Article Ten, (iii) changes this Article Eleven, or any other provision of this Declaration or by Operating Agreement which specifically grants rights to First Mortgagees, (iv) materially changes insurance and fidelity bond requirements, (v) changes voting rights, or (vi) imposes a right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his Lot;

(ii) The withdrawal of the Premises from the provisions of this Declaration;

(b) Whenever required, the consent of an Eligible First Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary, in writing, by the Eligible First Mortgagee within sixty (60) days after making the request for consent.

11.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Lot with respect to any such distribution to or with respect to such Lot; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged improvements or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE
Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to fifteen (15) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; any Lots contained in the Added Premises shall be referred to as "Added Lots"; and any Association Maintained Public Areas contained in the Added Premises shall be referred to as "Added Association Maintained Public Areas". Each Added Lot shall also be designated as a Neighborhood One Lot, a Neighborhood Two Lot, a Neighborhood Three Lot or a Neighborhood Four Lot. After the expiration of said fifteen (15) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Lots then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, Added Association Maintained Public Areas, or Added Lots to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest

or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Lot shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Lots immediately prior to the Recording of such Supplemental Declaration;

(c) The provisions of Article Three shall be revised to add any new obligations or responsibilities of the Association or Lot Owners with regards to the maintenance, repair or replacement of the Added Community Areas or Added Association Maintained Public Areas, if any.

(d) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area, Added Association Maintained Public Areas, or the Added Lots, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, First Mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(e) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Lot or its Owner prior to such Recording;

(f) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(g) Each Owner of an Added Lot which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment (and the Neighborhood Four Assessment if a Neighborhood Four Lot) pursuant to Section 6.02 or Section 6.07, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Lot became subject to assessment hereunder.

ARTICLE THIRTEEN Miscellaneous

13.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the Operating Agreement shall be deemed to have been properly sent if (i) mailed, postage prepared, to his or its last known address as it appears on the records of the Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Association at the time of such transmittal, or (iii) when personally delivered to his or its Lot. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

13.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

13.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

13.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the President of the United States at the time this Declaration is Recorded.

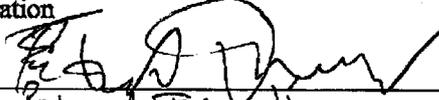
13.05 TITLE HOLDING LAND TRUST: In the event title to any Lot is held by a title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

13.06 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Home from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Home and, accordingly, no Owner of a Home shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

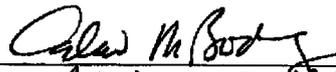
Dated: October 15, 2014

DECLARANT:

PULTE HOME CORPORATION, a Michigan corporation

By: 
Name: Peter A. Trumb
Its: V-P. Corp.

and

By: 
Name: ANDREW M BONNEY
Its: VP FINANCE

SIGNATURE PAGE TO
DECLARATION OF COVENANTS FOR HAWTHORN HILLS

EXHIBIT A
TO
DECLARATION OF COVENANTS FOR HAWTHORN HILLS

The Development Area

All Lots and Outlots in Hawthorn Hills Subdivision – Phase 1, a planned unit development, being a subdivision of part of the North ½ of fractional Section 3 and part of the Northeast ¼ of Section 4, Township 43 North, Range 10 East of the Third principal Meridian, in Lake County, Illinois. (“Hawthorn Hills Subdivision Phase 1”).

All Lots and Outlots in Hawthorn Hills Subdivision – Phase 2, a planned unit development, being a subdivision of part of the North ½ of fractional Section 3 and part of the Northeast ¼ of Section 4, Township 43 North, Range 10 East of the Third principal Meridian, in Lake County, Illinois. (“Hawthorn Hills Subdivision Phase 2”).

All Lots and Outlots in Hawthorn Hills Subdivision – Phase 3, a planned unit development, being a subdivision of part of the Northeast ¼ of Section 4, Township 43 North, Range 10 East of the Third principal Meridian, in Lake County, Illinois. (“Hawthorn Hills Subdivision Phase 3”).

PERMANENT INDEX NUMBER: 14-03-100-001-0000
14-04-200-008-0000
14-04-200-012-0000
(each affecting a portion of the Development Area and
other real estate)

ADDRESS: Westerly intersection of Midlothian Road and Gilmer Road, Hawthorn Woods,
Illinois

**EXHIBIT B
TO
DECLARATION OF COVENANTS FOR HAWTHORN HILLS**

The Premises

I. Neighborhoods and Lots:

Each of the following described lots in each neighborhood shall be a "Lot" hereunder:

- a. **Neighborhood One**
 - i. Lots 1 to 34 (both inclusive) and Lots 166 to 178 (both inclusive) in Hawthorn Hills Subdivision Phase 1 (each a "Neighborhood One Lot")
- b. **Neighborhood Two**
 - i. Lots 179 to 220 (both inclusive) in Hawthorn Hills Subdivision Phase 1 each a "Neighborhood Two Lot")
- c. **Neighborhood Three**
 - i. Lots 35 to 89 (both inclusive) in Hawthorn Hills Subdivision Phase 2 each a "Neighborhood Three Lot")
- d. **Neighborhood Four**
 - i. Lots 90 to 165 (both inclusive) in Hawthorn Hills Subdivision Phase 3 each a "Neighborhood Four Lot")

II. Community Areas

- a. Outlots A, B, C, D, E, F, G, L and O in the Hawthorn Hills Subdivision Phase 1
- b. Outlots J, K, and M in the Hawthorn Hills Subdivision Phase 2
- c. Outlots H, I and N in the Hawthorn Hills Subdivision Phase 3

III. Association Maintained Public Area

- a. **Traffic calming islands located on:**
 - i. Deerfield Drive in Hawthorn Hills Subdivision Phase 1
 - ii. Andrew Lane and Hawthorn Hills Drive in Hawthorn Hills Subdivision Phase 1;
 - iii. Hawthorn Hills Drive in Hawthorn Hills Subdivision Phase 2
- b. **Cul-de-sac islands located on:**
 - i. Bradbury Lane, Sherman Court and Sierra Place in Hawthorn Hills Subdivision Phase 1
 - ii. Beverly Lane and Palisades Boulevard in Hawthorn Hills Subdivision Phase 2
 - iii. Melrose Place and Pacific Avenue in Hawthorn Hills Subdivision Phase 3

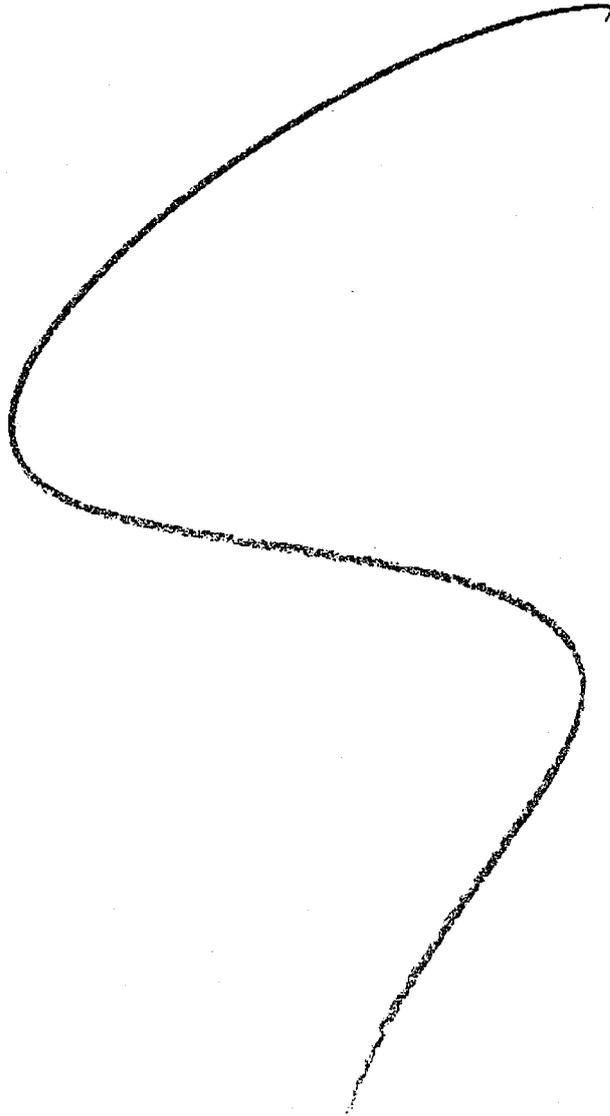
PINs: 14-03-100-001-0000 ; 14-04-200-008-0000; 14-04-200-012-0000

Addresses: Various addresses along Bradbury Lane, Hawthorn Hills Drive, Sherman Court, Beverly Lane, Palisades Boulevard, Melrose Place, Vine Street, Pacific Avenue, Sierra Place, Andrew Lane, and Brentwood Drive in Hawthorn Woods, Illinois

EXHIBIT C
TO
DECLARATION OF COVENANTS FOR HAWTHORN HILLS

Development Plan

(see attached)



NOTICE OF PUBLIC MEETING

Notice is hereby given that the Planning, Building and Zoning Commission of the Village of Hawthorn Woods ("Commission") will conduct a Public Meeting on Tuesday, April 28, 2015 beginning at 6:00 P.M., or as soon thereafter as practicable, at the Village of Hawthorn Woods Village Hall, 2 Lagoon Drive, Hawthorn Woods, Illinois 60047 to consider an Application by Pulte Home Corporation, as applicant and/or owner of the property legally described below ("Subject Property"), as the case may be, for a minor change to the Hawthorn Hills Final Development Plan pursuant to 9-15-6.B.1.a of Chapter 15 of the Village Code to allow ground-based wash lighting of two monument signs and related decorative columns.

The Subject Property is comprised of 122 acres, more or less, and generally located west of the intersection of Midlothian Road and Gilmer Road and is legally described on Exhibit A attached.

PINs: 14-03-109-010; 14-03-104-023; 14-03-105-001; 14-04-203-025; 14-04-204-008

All interested persons present at the public meeting will be given an opportunity to be heard. Persons interested in presenting oral or written testimony may contact Michael Cassata, Planning Manager, Village of Hawthorn Woods, 2 Lagoon Drive, Hawthorn Woods, Illinois 60047, 847-847-3592. The public meeting may be continued from time to time and without further notice upon the action of the Commission.

By Order of the Planning, Building and Zoning Commission, Village of Hawthorn Woods, Lake County, Illinois.

/s/ Michael Cassata
Planning Manager
Village of Hawthorn Woods
4/21/2015

EXHIBIT A

**HAWTHORN HILLS P.U.D.
HAWTHORN WOODS, ILLINOIS
METES AND BOUNDS LEGAL DESCRIPTION**

THAT PART OF THE NORTH HALF OF FRACTIONAL SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE MARKING THE NORTHWEST CORNER OF SAID FRACTIONAL SECTION 3; THENCE NORTH 87 DEGREES 45 MINUTES 43 SECONDS EAST, 20.33 FEET ALONG THE NORTH LINE OF SAID FRACTIONAL SECTION 3 TO AN IRON PIPE MARKING THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 44 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 89 DEGREES 56 MINUTES 37 SECONDS EAST, 2,119.86 FEET ALONG THE NORTH LINE OF SAID FRACTION SECTION 3 TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A TRUSTEE'S DEED RECORDED JULY 23, 2003 AS DOCUMENT NO. 5312762; THENCE SOUTH 00 DEGREES 03 MINUTES 23 SECONDS EAST, 175.00 FEET ALONG THE WEST LINE OF SAID PARCEL TO THE SOUTHWEST CORNER THEREOF; THENCE NORTH 89 DEGREES 56 MINUTES 37 SECONDS EAST, 484.08 FEET ALONG THE SOUTH LINE OF SAID PARCEL TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF GILMER ROAD AS DEDICATED BY A DOCUMENT FILED MARCH 8, 1938 AS DOCUMENT NO. 446968; THENCE SOUTHEASTERLY 886.77 FEET ALONG SAID WESTERLY RIGHT-OF-WAY LINE BEING THE ARC OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1,677.30 FEET, A CHORD BEARING SOUTH 32 DEGREES 37 MINUTES 40 SECONDS EAST AND A CHORD DISTANCE OF 876.48 FEET; THENCE SOUTH 47 DEGREES 46 MINUTES 25 SECONDS EAST, 43.54 FEET ALONG SAID WESTERLY RIGHT-OF-WAY TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 45.50 FEET ALONG SAID RIGHT-OF-WAY LINE BEING THE ARC OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING SOUTH 04 DEGREES 22 MINUTES 05 SECONDS WEST AND A CHORD DISTANCE OF 39.48 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF MIDLOTHIAN ROAD AS DEDICATED BY A DOCUMENT FILED AUGUST 13, 1931 AS DOCUMENT NO. 371857; THENCE SOUTH 56 DEGREES 30 MINUTES 36 SECONDS WEST, 98.94 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 628.25 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY BEING THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2,905.00 FEET, A CHORD BEARING SOUTH 50 DEGREES 18 MINUTES 52 SECONDS WEST AND A CHORD DISTANCE OF 627.03 FEET, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF LOT 64 IN PHEASANT

RIDGE ESTATES RECORDED AUGUST 28, 1998 AS DOCUMENT NO. 4196161 AT A POINT 265.50 FEET SOUTHEASTERLY (AS MEASURED ALONG THE SOUTHEASTERLY LINE) OF THE NORTHEAST CORNER OF SAID LOT 64; THENCE NORTH 44 DEGREES 53 MINUTES 22 SECONDS WEST, 101.99 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 185.21 FEET ALONG THE ARC OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 645.00 FEET, A CHORD BEARING NORTH 53 DEGREES 06 MINUTES 56 SECONDS WEST AND A CHORD DISTANCE OF 184.57 FEET TO THE NORTH LINE OF SAID LOT 64, SAID POINT BEING 412.89 FEET WEST (AS MEASURED ALONG THE NORTH LINE) OF THE NORTHEAST CORNER OF SAID LOT 64; THENCE NORTH 89 DEGREES 50 MINUTES 32 SECONDS WEST, 1,817.58 FEET ALONG THE NORTH LINE OF SAID PHEASANT RIDGE ESTATES TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED MARCH 4, 1993 AS DOCUMENT NO. 3295165; THENCE NORTH 00 DEGREES 16 MINUTES 32 SECONDS EAST, 501.12 FEET (500.00 FEET DEED) ALONG THE EAST LINE OF SAID PARCEL TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 56 MINUTES 37 SECONDS WEST, 530.00 FEET ALONG THE NORTH LINE OF SAID PARCEL TO THE NORTHWEST CORNER THEREOF; THENCE SOUTH 00 DEGREES 16 MINUTES 32 SECONDS WEST, 591.90 FEET ALONG THE WEST LINE OF SAID PARCEL AND ITS SOUTHERLY EXTENSION THEREOF (SAID LINE ALSO BEING THE EAST LINE OF SAID FRACTIONAL SECTION 3) TO THE INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH LINE OF OUTLOT H IN HAWTHORN WOODS COUNTRY CLUB PHASE 1, RECORDED JULY 30, 2004 AS DOCUMENT NO. 5613059; THENCE NORTH 89 DEGREES 34 MINUTES 30 SECONDS WEST, 1,807.85 FEET ALONG SAID NORTH LINE AND ITS EASTERLY EXTENSION TO THE NORTHWEST CORNER OF SAID OUTLOT H; THENCE NORTH 02 DEGREES 13 MINUTES 24 SECONDS WEST, 1,095.61 FEET ALONG THE EASTERLY LINES OF LOTS 75 THROUGH 87 IN SAID HAWTHORN WOODS COUNTRY CLUB PHASE 1 TO THE SOUTHWEST CORNER OF LOT 73 IN HAWTHORN WOODS COUNTRY CLUB PHASE 5, RECORDED MARCH 26, 2008 AS DOCUMENT NO. 6323454; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, 1,405.62 FEET ALONG THE SOUTH LINE THEREOF TO THE SOUTHEAST CORNER OF LOT 63 IN SAID HAWTHORN WOODS COUNTRY CLUB PHASE 5; THENCE NORTH 00 DEGREES 16 MINUTES 32 SECONDS EAST, 230.92 FEET ALONG THE EAST LINE OF SAID LOT 63 TO THE NORTHEAST CORNER THEREOF; THENCE SOUTH 89 DEGREES 55 MINUTES 29 SECONDS EAST, 450.00 FEET ALONG THE SOUTH LINES OF LOTS 58 THROUGH 61 IN SAID HAWTHORN WOODS COUNTRY CLUB PHASE 5 (ALSO BEING THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 4) TO THE POINT OF BEGINNING.

CONTAINING 5,345,971 SQUARE FEET OR 122.727 ACRES, MORE OR LESS.

COMMONLY KNOWN AS OUTLOTS A, D, G, H AND I.