

**MARY ANN STUKEL**

**23P**

**Will County Recorder**

**Will County**

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**DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
PRAIRIE CROSSINGS SUBDIVISION**

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**THIS DECLARATION** (the "Declaration") made this 24 day of, JULY, 2002, by FIRST COMMUNITY BANK AND TRUST, as Trustee, under the provisions of the Trust Agreement dated June 6, 2002, and known as Trust No. 2002-0126 (hereinafter referred to as the "Declarant"),  
and not individually

**WITNESSETH:**

WHEREAS, Declarant is the owner in fee simple of a certain parcel of real estate ("Property") in the County of Will, State of Illinois, legally described on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Declarant desires to develop a residential development on the Property to be known as PRAIRIE CROSSINGS SUBDIVISION (the "Development"); and

WHEREAS, Declarant is desirous of submitting the Property to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, transferred, occupied and conveyed subject to the following covenants, conditions, easements and restrictions, all of which shall run with the Property and be binding on all parties having or acquiring any right, title, or interest in the Property or any part thereof and shall inure to the benefit of each Owner thereof.

**ARTICLE I**

**DECLARATION PURPOSES AND  
PROPERTY SUBJECT TO DECLARATION**

1.1. The Declarant desires to create on the Property a residential development for future Owners for the following general purposes:

- a. The Declarant, by the imposition of covenants, conditions and restrictions and the reservation of certain powers unto itself, intends to provide for the Property a plan for development which is intended to enhance and to protect the values of Declarant's residential community.
- b. The Declarant desires to provide for the maintenance of the Common Area (as hereinafter defined), portions of which may be owned by the Association (as hereinafter defined) and used in common by the Owners of the Property.

## **ARTICLE 2**

### **DEFINITIONS**

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context otherwise requires, have the following meanings:

2.1. "Association" shall mean and refer to Prairie Crossings Homeowners Association, an Illinois not-for-profit corporation and a common interest community as defined in 735 ILCS 5/7-102(a)(8) as from time to time amended, its successors and assigns.

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

2.3. "By-Laws" shall mean and refer to the By-Laws of the Association. The By-Laws are incorporated into this Declaration by this reference.

2.4. "Common Area" shall mean and refer to entrance monuments and detention areas (as so identified and designated on any plat of subdivision of the Property).

2.5. "Developer" shall mean and refer to Bruti Associates, Ltd., an Illinois corporation, or its successors or assigns.

2.6. "Dwelling" shall mean any single-family residence.

2.7. "Member or Membership" shall mean and refer to every person or entity who holds Membership in the Association.

2.8. "Mortgage" shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

2.9. "Owner" shall mean and refer to the record owner, whether one or more persons, individuals, or entities, of a fee simple title to any Parcel, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

2.10. "Parcel" shall mean and refer to that portion of the Property shown upon any recorded subdivision plat or plats of the Property improved or intended to be improved by a Dwelling. The term Parcel shall include any plot of land so designated as a lot on any subdivision plat or plats of the Property, and such lot shall be referred to herein as "Lot."

2.11. "Person" shall mean and refer to a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

2.12. "Subdivision Plat" shall mean and refer to any subdivision plat or plats of the Property as recorded with the Office of the Recorder of Deeds of Will County, Illinois.

2.13. "Turnover Date" shall mean and refer to the meaning referred to and set forth in paragraph 5.6 hereof.

### **ARTICLE 3**

#### **GENERAL RESTRICTIONS**

##### **3.1. Single-Family Residential Buildings and Use Only.**

- a. All Parcels shall be used for single-family residential purposes only, and no building erected on any Parcel therein shall be used for any other purpose. No structure shall be erected, altered, placed or permitted to remain, other than one detached single-family dwelling meeting all the requirements of this Declaration.
- b. No business or profession of any nature shall be conducted on any Parcel or in any Dwelling, except the business of sale of Parcels and Dwellings constructed by the Developer or its successors or assigns. The restriction shall not, however, be construed in such a manner as to prohibit an Owner from: i) maintaining his or her personal professional library therein; ii) keeping his or her personal business records or accounts therein; or iii) handling his or her personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph.
- c. Nothing herein contained shall be construed to prohibit or prevent the Developer, or its successors or assigns, from erecting a single-family residential building or buildings on any Parcel or Parcels and using and maintaining such buildings as a sales office, model home, business office, storage area, or construction area, for the purpose of the development and sale of Parcels or Dwellings.

3.2. **Minimum Lot Setbacks.** Each Lot in the Development shall have a minimum setback requirement of thirty (30) feet on the front and rear of the Lot and five (5) feet on each side of the Lot, as established by the Subdivision Plat. No structure, including but not limited to terraces, patios, decks, and dog runs shall encroach over any side yard setback.

##### **3.3. Minimum Living Area.** Parcels shall be improved with the following minimum areas:

- a. A one-story Dwelling shall contain at least eighteen hundred (1,800) square feet of living area, exclusive of garage, porches and basement.

- b. A one and one-half story Dwelling shall contain at least two thousand (2,000) square feet of living area, exclusive of garage, porches and basement. (For all the purposes of this Declaration, a one and one-half story Dwelling shall be defined as a Dwelling with a second floor above the first floor, but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level).
- c. A two-story Dwelling shall contain at least two thousand two hundred (2,200) square feet of living area, exclusive of garage, porches and basement.
- d. Pier and slab foundations for the Dwelling are not permitted. Tri-level Dwellings or Dwellings with half basements can utilize fifty (50) percent of the maximum floor area as a slab foundation.

All construction plans submitted to the Architectural Review Committee ("ARC" as described in ARTICLE 4 of this Declaration) shall contain a certification by the architect of the square footage of living area (as defined hereinabove) contained in each floor.

3.4. Exterior Dwelling Materials. The exterior of a Dwelling shall be constructed of natural materials such as brick, stone, wood, aluminum or vinyl or combinations thereof. No imitation stone, brick, cinder or concrete block will be allowed. At least half of the exterior front of each Dwelling shall be constructed of brick or stone materials.

3.5. Roofs. Each Dwelling shall have a minimum roof pitch of 4/12. No roof shall be constructed or composed of metallic roofing materials.

3.6. Attached Garage Required. As appurtenant to the Dwelling permitted by paragraph 3.1 hereof and to be used exclusively in connection with such Dwelling, a private garage of sufficient size to house not less than two (2) nor more than three (3) standard size automobiles shall be constructed or erected, which garage must be attached to such Dwelling as an integral part thereof. Such garage shall, in architectural design and in proportionate construction cost, conform to said Dwelling.

3.7. Air Conditioning Units. All air conditioning units shall be located in the rear of the Dwelling.

3.8. Awnings/Canopies. Any awnings or canopies on any Dwelling shall not project or extend more than three (3) feet from the face of the Dwelling, except for awnings or canopies located on the rear of the Dwelling.

3.9. Driveway Requirements. No Dwelling erected or placed on any Parcel shall be occupied in any manner at any time prior to the installation and construction thereon by the Owner thereof (at the Owner's sole expense), of a concrete, brick, asphalt or bituminous paved driveway

extending from the street to the garage, provided, however, that this requirement may be extended by the Architectural Review Committee for a period not to exceed one hundred twenty (120) days in the event such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway. No driveway, sidewalk, walkway, private road or drive shall be constructed or allowed to exist on any Parcel unless it shall be surfaced with concrete, brick, asphalt or bituminous concrete; provided, however, that slabs of stone, exposed aggregate concrete or like materials may be used only upon the prior written approval of the Architectural Review Committee.

3.10. Final Grading. The final grading on all Parcels must conform to the Master Grading Plan established for the Development and approved by the Village of Beecher.

3.11. Lawn and Landscaping. Within one hundred and eighty (180) days after issuance of an occupancy permit, the Owner of each Parcel shall establish a lawn (plant grass or sod) and complete any required landscaping, including the installation of trees in the parkway in conformity with the requirements and specifications of the Village of Beecher. No corner Parcel shall have any plantings or landscaping which will obstruct the view of vehicles traveling on streets in the Development.

3.12. Parkway Trees. Each Owner of a Parcel shall, at the Owner's sole expense, plant or cause to be planted in the parkway in front of Owner's Dwelling, two (2) trees of a type which are on an approved tree list of the Village of Beecher.

3.13. Sidewalk Installation and Curb Repair. Each Owner of a Parcel shall, at the Owner's sole expense, install or cause to be installed a sidewalk extending parallel to the full street frontage of Owner's Parcel prior to the issuance of an occupancy permit for any Dwelling upon such Parcel. Such sidewalk shall conform in all respects to the requirements and specifications of the Village of Beecher.

In the event the Village of Beecher shall require the replacement or repair of damaged curbing or sidewalks upon or adjacent to a Parcel within one (1) year following construction of a Dwelling thereon, the Owner of such Parcel shall, at the Owner's expense, repair or replace such sidewalks or curb in accordance with the requirements of said Village. It shall be the responsibility of each Parcel Owner to prevent such damage from occurring by adequately protecting the curb and sidewalk during construction of his Dwelling.

3.14. Accessory Buildings. No accessory buildings or structures shall be erected, constructed, installed, or maintained on any Parcel.

3.15. Fences and Dog Runs. No fence, dog run, or enclosure shall be erected or constructed on any Parcel without the specific written approval of the Architectural Review Committee, and only such type of fence, run or other enclosure as shall be acceptable to and approved by the Architectural Review Committee shall be so erected, constructed or maintained.

3.16. Signs. No advertising or signs of any type or character, including "for sale" and "for rent" signs, shall be erected, placed, permitted or maintained on any Parcel, or on or in any building, except that one name plate of the occupant and street address not exceeding 2' x 1' in size may be affixed to each Dwelling. Notwithstanding the foregoing, the Developer may erect such temporary signs as it deems appropriate for the purpose of identifying and/or advertising the Development, or any model home(s) which may be erected and maintained by the Developer. Such signs shall be erected and maintained solely by the Developer.

In addition, the Developer may erect a permanent sign or signs for purposes of identifying the Development and/or the streets located therein, and such sign(s) shall be maintained and kept in good repair and condition by the Association.

3.17. Lighting. Each Dwelling shall have sufficient exterior lighting to provide reasonable safety, and each Dwelling shall have a lit exterior home street address. Any spotlights or floodlights on any Lot or Dwelling shall be shielded to prevent side glare.

3.18. Pools. No swimming pools (above ground or below ground) shall be constructed or installed on any Parcel without specific written approval by the ARC.

3.19. No Temporary Buildings, Out Buildings, Campers, Trailers, Etc. No temporary house, campers, habitable motor vehicles, trailers, tents, stands, recreational vehicles, shacks, sheds, or other structures or buildings of a temporary character shall be constructed, placed, allowed to exist or used on any Parcel as a Dwelling, either temporarily or permanently, and no Dwelling erected on any Parcel shall be occupied in any manner at any time prior to its full completion in accordance with approved plans as hereinabove provided.

3.20. No Trucks, Campers, Etc. to be Kept on any Parcel or on any Street. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any dedicated or undedicated street or right-of-way in the Development, and the dedication of any such right-of-way or street in any Plat of Subdivision shall be subject to this provision. No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any Parcel unless housed or garaged completely within a structure which complies with this Declaration, and which has been architecturally approved by the Architectural Review Committee, so as to fully screen them from view from the streets and from neighboring yards. Notwithstanding the foregoing provisions, trucks used by service or construction companies or trades may be parked upon a street, right-of-way or Parcel while providing services to the Owner of the Parcel.

3.21. Antennae and Satellite Dishes. No exterior television antennae, radio antennae, communication antennae, or satellite dishes (except dishes thirty (30) inches or less which may be mounted only on the side or rear of a Dwelling) of any type whatsoever shall be erected, installed or maintained, whether temporarily or permanently, on any Parcel or on the exterior of any Dwelling. The operation of a "ham" or other amateur radio station shall be prohibited.

3.22. Mailbox. Mailboxes shall not be permitted on the parkway. Community cluster boxes will be provided in each neighborhood of the Development.

3.23. Animals. No more than two (2) dogs, cats, or other bona fide household pets may be kept in each Dwelling, provided that such pets are not kept, bred or maintained for any commercial purposes, and provided they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the Development. Livestock and poultry of any kind are prohibited. Any pets which cause objectionable noises or otherwise constitute a nuisance or inconvenience in the judgment of the ARC shall immediately, following written notice by the ARC, be removed from the premises by the person having custody of the same.

3.24. Nuisances. No noxious or offensive activity shall be carried on, in or upon the Property and/or Parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring, or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Parcel. No Owner shall conduct or permit any person to conduct any unlawful activity on the Parcel owned by such Owner.

3.25. Timely Completion. The work of constructing, altering or remodeling any Dwelling on any Parcel shall be prosecuted diligently from its commencement and until the completion thereof. Unless otherwise specifically authorized in writing by the Architectural Review Committee, the complete exterior structure or shell, not including finished exterior wall materials (e.g. brick or other approved material), must be erected, constructed and completed within ninety (90) days after the date of commencement of construction. The entire Dwelling shall be substantially completed and ready for issuance of a Certificate of Occupancy not more than six (6) months after the date of commencement of construction.

3.26. Storm Water Detention and Drainage Areas. All areas of the Parcels designed or intended for the proper drainage or retention of storm water, if any, including swale lines and ditches and drainage easements, shall be kept unobstructed and shall be mowed regularly. Trees, planting, shrubbery, fencing (if allowed), patios, structures, landscaping treatment, or other like improvements may be planted, placed, or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Parcel. No Owner shall alter the rate or direction of flow of storm water from any Parcel by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas, or otherwise. Each Owner acknowledges, by acceptance of a deed to a Parcel, that each drainage or detention area is for the benefit of the entire Property.

3.27. Condition of Property. No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Parcel so that they are visible from the streets or any neighboring Parcel, except as necessary during the period of construction of a building thereon. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Parcel, whether vacant or improved, and no refuse pile or unsightly object shall be allowed to be placed or maintained upon any Parcel. Trash, garbage, or other waste shall not be kept except in sanitary



containers, which must be properly maintained. No trash, garbage, or other waste containers shall be stored, kept or maintained anywhere except within the Dwelling or garage on each Parcel, except on such days as such trash, garbage, or other waste material is to be collected and removed.

3.28. Compliance with Applicable Laws and Ordinances. The provisions of all applicable laws, regulations and ordinances, whether federal, state or local, including but not limited to all applicable provisions of the zoning ordinance, subdivision regulations, building code, electrical code, plumbing regulations and other applicable ordinances of the Village of Beecher, as may be in effect and amended from time to time, shall be strictly adhered to at all times. This provision shall not limit the applicability or enforceability of any covenant herein contained which is or may be more restrictive than a similar provision of any of said laws, regulations or ordinances.

#### **ARTICLE 4**

#### **ARCHITECTURAL CONTROL**

4.1. General Review and Approval. The Developer shall establish an Architectural Review Committee ("ARC") which shall be operated and administered, prior to the Turnover Date, by the Developer. From and after the Turnover Date, said ARC shall consist of three (3) or more Members appointed by the Association, through its Board. Except for improvements constructed by Developer, no building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property or upon any Parcel, Dwelling, garage, or other improvements thereon, nor shall any exterior addition to or change or alteration therein be made, unless the plans, specifications and location of same shall have been submitted to, and approved in writing by, the ARC. All plans and specifications shall be evaluated as to harmony of external design, avoidance of monotony and propriety of location in relationship to surrounding structures and topography. The ARC shall have the following powers and duties:

- a. To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, structure, or other improvement, the construction or placement of which is proposed within the Development. The ARC may review and pre-approve preliminary plans of an Owner or builder prior to the submission of plans and specification from an architect, with the final review and approval to be contingent upon submission of plans and specification from a licensed architect as provided for herein. The construction plans and specifications shall include drawings, specifications, exterior elevations, construction materials, a site/grading plan showing location and top of foundation grades and finish grades (as established by the Master Grading Plan approved by the Village of Beecher) of the buildings, landscape plan, gas or electric yard light, and other structures on the Lot. The ARC may require submission of samples of building and construction materials proposed for use on any Parcel and such additional information as reasonably may be

necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration.

- b. The ARC shall have the unrestricted right to prevent the building of, and to disapprove of, any construction plans submitted to it as aforesaid if, in the sole but reasonable opinion of the ARC:
  - i) Such construction plans are not in accordance with all of the provisions of this Declaration; or
  - ii) If the design, exterior and interior size, exterior shape, exterior construction materials, or color scheme of the proposed Dwelling or other structure is not in harmony with the adjacent buildings, structures or the character of the Development; in no event will a particular exterior home design be duplicated within two hundred-eighty (280) feet of each other; or
  - iii) If such construction plans as submitted are incomplete; or
  - iv) If the ARC deems the construction plans or any part thereof or any material used on the exterior of the Dwelling to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare, or rights of all or any part of the real property, subject hereto, or the Owners thereof, or the adjacent property Owners, all in the sole but reasonable discretion of the ARC; or
  - v) If the ARC shall, within its sole but reasonable discretion, deem the construction plans or any part thereof or the Dwelling or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other sites or buildings in the Development.
- c. The ARC shall approve or disapprove the submitted material as soon as practical, but the written approval or disapproval of the ARC shall, in any event, be given within thirty (30) days after all necessary material has been delivered to the ARC. If the ARC disapproves of any submitted material, or if the ARC requires a modification of any kind, it shall, within said thirty (30) day period, inform the Owner or builder of the reasons for the disapproval of the ARC.
- d. The decisions of the ARC shall be final.
- e. Neither the Developer nor any agent of the Developer nor any member of the ARC shall be responsible in any way for any defects in any construction plans submitted, revised, or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans.

- f. The ARC may require the deposit of a reasonable fee from the Owner or builder prior to review and approval of the plans or specifications.

## **ARTICLE 5**

### **MEMBERSHIP AND BOARD OF DIRECTORS** **PRAIRIE CROSSINGS SUBDIVISION HOMEOWNERS ASSOCIATION**

5.1. **Membership.** Every Owner of a Parcel shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel. Ownership of a Parcel shall be the sole qualification for Membership.

5.2. **Voting Rights.** Each Parcel shall have an allocation of one (1) vote. However, if more than one (1) person is the record Owner of Parcel, the vote(s) for such Parcel shall be exercised by such person ("Designee") which such Owner or Owners shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws. In case of unresolved dispute as to an authorized Designee, the Board may, in its sole discretion, make a determination as to acceptance of the vote of an alleged Designee or the Board may, in its sole discretion, disqualify the vote of such alleged Designee.

5.3. **Board of Directors.** The Association shall be governed by a Board comprised of three (3) persons, or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Area and certain portions of the Parcels and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws. Notwithstanding anything contained herein to the contrary, for a period commencing on the date of execution hereof and ending upon the qualification of the Directors elected at the initial meeting of the Association after the Turnover Date set forth in paragraph 5.6 below, Developer shall have the right to designate the three (3) person Board and select the persons who shall serve as Members of said Board and who shall exercise the powers of said Board. After the Turnover Date, the Board shall be comprised of three (3) persons, all of whom must be Owners of a Parcel.

5.4. **Officers.** The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the corporate charter or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board and its Officers, under the direction of the Board, and shall not be subject to the approval of the Members. The corporate charter and By-Laws of the Association may include such added provisions for the protection and indemnification of its Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers.

5.5. **Director and Officer Liability.** Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment

or for any other acts or omissions of any nature whatsoever as such Directors or Officers except for any acts or omissions found by a court to constitute fraud or gross negligence. The Association shall indemnify and hold harmless the Directors and Officers, their heirs, executors, administrators, personal representatives and assigns, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contact or such act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys 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 Director or Officer may be involved by virtue of being or having been such Director or Officer, provided, however, that such indemnity shall not be operative with respect to any matter as to which such person shall have finally been adjudged in such action, suit, or proceeding to be liable for fraud or gross negligence in the performance of his or her duties as such Director or Officer.

5.6. Turnover. The Developer shall, through the Board appointed by it in accordance with paragraph 5.3, exercise control over all Association matters, until the first to occur of the following dates: (a) twenty (20) years from the date of this Declaration, (b) the sale and conveyance of legal title to all of the Parcels to Owners other than Declarant or an assignee of Declarant as provided in paragraph 9.10 hereof, or (c) Developer elects voluntarily to turn control of the Association over to the Members of the Association by not less than thirty (30) days written notice, addressed to each Member of the Association. The date upon which the control of the Association passes to the Members is hereinafter referred to as the "Turnover Date". On or prior to the Turnover Date, the Developer shall cause Declarant to convey the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder and the Association shall undertake to maintain the Common Areas pursuant to the terms hereof.

5.7. Duties and Powers of the Association. In addition to the duties and powers otherwise provided for and enumerated in this Declaration, and without limiting the generality thereof, the Association, acting by and through its Board of Directors, shall have the following powers and duties:

- a. Own, and otherwise manage, the Common Area and all Improvements thereon.
- b. Maintain, repair, and if needed, replace the Common Area and all facilities, improvements and equipment thereon and pay for all expenses and services in connection therewith, including, without limiting the generality of the foregoing: landscape maintenance, sign and lighting maintenance, utilities, insurance, payment of all taxes (including real estate taxes), assessment and other liens and encumbrances which are assessed to or charged against the Common Area.
- c. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties

and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate same not later than ninety (90) days after the date the initial meeting of the Members of the Association is held as provided by the By-Laws.

- d. If deemed necessary by the Board, establish and maintain a working capital and contingency fund in an amount to be determined by the Board.
- e. Levy and collect assessments in accordance with the provisions of ARTICLE 6.
- f. Maintain such policy or policies of insurance as the Board deems necessary or desirable for furthering the purpose of and protecting the interest of the Association.
- g. Have the power to enforce the provisions of this Declaration by appropriate means, including without limitation the expenditure of funds of the Association, the employment of legal counsel and the commencement of actions.
- h. Exercise all powers, duties and authority vested in or conferred upon the Association by this Declaration, its Articles of Incorporation and By-Laws, and the Illinois General Not-For-Profit Corporation Act.

5.8. Duties and Powers of the Board. The Board of Directors shall have the power to exercise for the Association all powers, duties, and authority vested in or conferred upon the Association by the Declaration, the Association's Articles of Incorporation and By-Laws, and the Illinois General Not-for-Profit Corporation Act.

5.9. Developer Rights. The Developer shall have the following rights:

- a. Until the Turnover Date, the Developer shall have all the rights and powers herein granted to the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take as otherwise herein provided.
- b. Until the Turnover Date, Developer may elect to maintain the Common area and all signs and monuments located thereon and shall pay all expenses and costs in connection with the Common Area, including, without limitation, the costs of improving and maintaining the Common Area (and any signs and monuments located thereon) and general real estate taxes payable in connection with the Common Area. In such case, Developer shall bill, and have the right to recover from Association Members, the portion of such expenditures which are attributable to Owners. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Developer shall reimburse the Association, on a *pro rata* basis, for such real property taxes. Declarant shall, not later than the

Turnover Date, convey to the Association that portion of the Common Area to be owned by the Association.

- c. Developer shall be entitled at all times to conduct sales of Parcels from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Area and all other portions of the Property, excluding sold Parcels, for such purposes until all Parcels are sold. Developer may at all times utilize signage, lighting and establish temporary construction and sales office, buildings and trailers and construct model homes to conduct its construction, sales and marketing of the Property. The rights granted to Developer under this Section 5.9(c) shall extend to and be applicable to any developer who acquires in any single transaction four (4) or more Parcels from Developer, except such rights shall extend only to such parcels so purchased by the developer.
- d. Developer shall have the rights set forth in ARTICLE 4 regarding architectural control.
- e. Notwithstanding anything contained herein or, without limiting the generality of the foregoing in this ARTICLE 5 or in ARTICLE 6 to the contrary, any rights and powers reserved herein to the Board shall be exercised by the Developer prior to the Turnover Date. This instrument shall be construed and interpreted, as and where necessary, *mutates mutandis*, with the term "Developer" being substituted (prior to the Turnover Date) for the term "Board".

5.10. Village of Beecher. In the event the Association fails to maintain the Common Area, the Village of Beecher, after written notice to the Association, may undertake the Common Area maintenance and the Village of Beecher shall have lien rights for any costs incurred in connection therewith.

## **ARTICLE 6**

### **COVENANT FOR ASSESSMENTS**

6.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Parcel (excluding Declarant and Developer), by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each Parcel owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessment, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Parcel against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the Owner of such Parcel at the time when such assessment fell due. Notwithstanding the foregoing, no Parcel or Dwelling owned by the Developer shall be subject to assessment unless a Certificate of Occupancy has been issued by the Village for that Dwelling and same shall not be

subject to any assessment for a capital contingency reserve. In addition, if any developer acquires from Developer at least four (4) Parcels in any single transaction, those Parcels so acquired shall not be subject to assessment so long as the developer continues to own said Parcels and until a Certificate of Occupancy has been issued by the Village of Beecher for the dwelling to be constructed on said Parcels.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limited the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

6.3. Assessment Procedures; Regular Assessments.

- a. Prior to January 1, 2003, Developer shall maintain all common areas, entrance signage and detention areas. On January 1, 2003, the regular assessments shall commence but shall not exceed \$50.00 per year per Lot until the Turnover Date.
- b. On or before December 1<sup>st</sup> of each year, commencing after the Turnover Date and pursuant to the By-Laws of the Association, the Board of Directors shall hold a meeting or meetings:
  - (i) To estimate all expenses provided for in Section 6.2 of this ARTICLE 6;
  - (ii) To fix the amount assessed against the individual Lots for the forthcoming year; and
  - (iii) To establish the date or dates on which such assessments or installments thereof shall be due the Association and in lieu thereof the amount of the prior year's annual assessment shall be the fixed amount. Should the Board of Directors fail to establish a payment date, all regular assessments shall be due in twelve (12) equal installments on the first day of each month of the year for which they are assessed.
- c. The Board of Directors shall prepare an itemized list of all estimated expenses and shall give written notice of assessments to each Owner subject thereto.

6.4 Assessment Procedures; Special Assessments.

- a. Special assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses. Such capital improvements shall include the construction or unexpected repair or replacement of the entrance signage and landscaping.
- b. Whenever the Board of Directors shall determine there exists a need for levying a special assessment as herein provided, the Board of Directors shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed special assessment. All special assessments must be approved by a two-thirds (2/3) vote of the voting Members of the Association. Such vote shall be taken at a meeting called by the Board of Directors for that purpose.

6.5. Uniform Assessments. Both annual and special assessments must be fixed at a uniform rate for all Members. Parcels or Lots designated as detention areas shall not be subject to assessment.

6.6. Non-Payment of Assessments. Any assessments, regular or special, which are not paid on the due date shall be delinquent. Such delinquency shall be a constituting lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees.

Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to all rents due from parties in possession on any Lot on which a delinquent assessment exists, provided that it shall be subordinate to an assignment of rents held by a mortgagee when delivered in connection with a first mortgage loan to purchase any Lot.

Should any assessment remain unpaid thirty (30) days after it has become delinquent, such assessment shall bear interest from the date of delinquency at the judgment rate of interest as provided by Illinois law.

The Association may recover any delinquent assessments by bringing an action at law or in equity against the then Owner personally obligated to pay the same or foreclose the lien against the Lot. Such recovery shall include interest, costs and reasonable attorneys' fees incurred in connection with any such action.

The venue for all actions at law provided for in this ARTICLE 6 shall be in Will County, Illinois. The persons in possession of any Lot shall be authorized to accept summons on behalf of the Owner or Owners of such Lot.

No Owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Lot.



6.7. Notice of Sale and Assessment Letter. Each Owner of a Parcel (excluding Declarant and Developer) who desires to sell a Parcel shall give to the Board (or to the Developer prior to the Turnover Date) a written notice of intent to sell, which notice shall serve as a request for the issuance of a letter ("Assessment Letter") with respect to the status of assessments or charges levied pursuant to this Declaration. Not more than fourteen (14) days after receipt of such written notice, the Board (or the Developer, as the case may be) shall provide such Owner with an Assessment Letter showing: i) any unpaid assessments or charges levied pursuant to this Declaration; and ii) the date through which payments have been made by Owner with respect to such assessments or charges. Unless and until payment is made of all assessments or charges reflected on the Assessment Letter, any subsequent Owner shall take title subject to the lien created under the provisions of this ARTICLE 6; further the Association shall have all rights and remedies of collection and enforcement of the lien created hereunder, including, but not limited to, the rights set forth in paragraph 6.6 above. The Board may establish a reasonable fee for the preparation of the Assessment Letter; in such case, the aforesaid notice of each Owner of a Parcel shall be accompanied with payment of such fee.

6.8. Separate Accounts. The Board shall maintain such separate accounts as may be necessary to segregate funds relating to Membership and assessments relating thereto.

6.9. No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by non-use of the Common Area or abandonment of his or her Parcel. Any claim by an Owner against the Association shall be separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

6.10. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any mortgage placed at any time on a Parcel by a *bona fide* mortgagee. Each holder of a mortgage on a Parcel which obtains title or comes into possession of that Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take title to the Parcel free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

## **ARTICLE 7**

### **PROPERTY DEDICATED OR CONVEYED TO A GOVERNMENTAL BODY OR PUBLIC AUTHORITY**

7.1. This Declaration, and all of the covenants and agreements contained herein, shall not apply to or affect any part or parts of the Property which are at any time dedicated or conveyed to any governmental body or local public authority. Any governmental body or local public authority owning, at any time, any part or parts of the Property shall not be subject to any of the terms and provisions of this Declaration, and shall not be a Member of the Association, and shall not be subject to assessments.

## **ARTICLE 8**

### **RIGHTS OF FIRST MORTGAGEES**

- 8.1. First Mortgagees are entitled to timely written notice, if requested in writing, of:
- a. Any condemnation or casualty loss that affects either a material portion of the project or the Parcel securing its mortgage.
  - b. Any sixty (60) day delinquency in the payment of assessments or charges owned by the Owner of any Parcel on which it holds the mortgage.
  - c. A lapse, cancellation, or material modification of any insurance policy maintained by the Association.

The request under this paragraph must be directed to Association; the request must set forth the name and address of the First Mortgagee and the address of the Parcel upon which it holds a mortgage.

## **ARTICLE 9**

### **GENERAL PROVISIONS**

9.1. Duration. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of the Developer, the Association, and the Owner of any Parcel subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Will County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter provided.

9.2. Perpetuities and Restraints. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time during which such covenants may be valid, then said covenant shall continue and endure only until the expiration of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all the lawful descendants of George W. Bush, President of the United States, living at the date of this Declaration.

9.3. Acceptance by Grantees. Each grantee of Declarant/Developer by taking title to a Parcel, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, reservations, liens and changes, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and

shall inure to the benefit of such person in like manner as though the provisions of the Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this paragraph 9.3 or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such Parcel as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

9.4. Enforcement. In addition to all other rights herein granted to the Association, the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. In addition, the Village of Beecher shall have the right, but shall not have the duty, to enforce the provisions of this Declaration. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorney fees, together with interest thereon at the judgment rate of interest provided in Illinois, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his or her assessment and constitute a lien on his or her Parcel and be enforceable as provided in ARTICLE 6. If any Owner, or his or her guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording the Owner an opportunity to be heard, levy a reasonable fine against such Owner and such fine shall be added to and deemed a part of his or her assessment and constitute a lien on his or her Parcel and be enforceable as provided in ARTICLE 6.

9.5. Amendment. Subject to the provisions of paragraph 9.6, the Owners may revoke, modify, amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Parcels and the Developer consent thereto, the consent of the Developer being required so long as the Declarant/Developer owns any Parcels. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of Will County, Illinois.

9.6. Special Amendment. Declarant and Developer hereby reserve the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Parcel; or (iii) to correct clerical

or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In addition, a Special Amendment shall also be deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. If furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Said power shall be irrevocable. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Parcel and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to vote in favor of, make, execute and record Special Amendments. Subject to the provisions of Section 9.10 hereof, the right of the Developer to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds title to any Parcel.

9.7. Construction and Severability. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property. Whenever possible, each provision of this Declaration shall be interpreted in such manner to be effective and valid under applicable law, but, if any provision of this Declaration shall be unenforceable or shall be prohibited by, or be invalid under, applicable law, such provision shall be ineffective only to the extent of such unenforceability, prohibition, or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Declaration.

9.8. Title in Land Trust. In the event title to any Parcel is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Parcel remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Parcel. 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 said Parcel and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Parcel.

9.9. Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

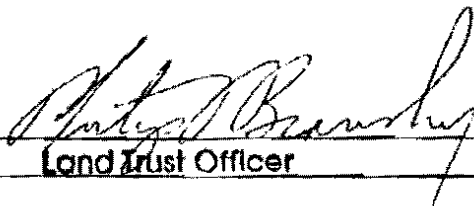
9.10. Assignments. Notwithstanding anything herein to the contrary, the Declarant/Developer, in its sole discretion, hereby reserves the right to transfer or assign, any and all of Declarant/Developer's respective privileges, rights, title and interests hereunder, or in the Property, by means of recording an assignment of such with the Office of the Recorder of Deeds of

Will County, Illinois. Upon such assignment, the assignee shall have the rights and privileges afforded the Declarant/Developer herein, and the Declarant/Developer, shall be relieved from any liability arising from the performance or nonperformance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of the Declarant/Developer shall have or incur any liability for the obligations or acts of any predecessor in interest.


9.11. Notices. Each Owner of a Parcel shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the mailing address for such Owner shall be the street address of the Parcel owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mail, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner and shall be deemed delivered on the third (3) day after deposit in the United States mail.

IN WITNESS WHEREOF, FIRST COMMUNITY BANK AND TRUST, as Trustee under the provisions of the Trust Agreement dated June 6, 2002, and known as Trust No. 2002-0126, has caused its name to be signed to these presents by its authorized officers as of the date and year first above mentioned.

and not individually FIRST COMMUNITY BANK AND TRUST,  
As Trustee under the provisions of the Trust  
Agreement dated June 6, 2002, and known as  
TRUST NO. 2002-0126

By:   
Its Land Trust Officer

ATTEST:

By   
Its Vice President

This Agreement is signed by First Community Bank and Trust not individually but solely as Trustee under a certain Trust Agreement known as Trust No. 2002-0126. Said Trust Agreement is hereby made a part hereof, and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of any trust property which may be held thereunder, and said Trustee shall not be personally liable for the performance of any of the terms and conditions of this agreement or for the validity or condition of the title of said property or for any agreement with respect thereto. Any and all personal liability of First Community Bank and Trust is hereby expressly waived by the parties hereto and their respective successors and assigns.

STATE OF ILLINOIS )  
 )  
COUNTY OF Will )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Philip L. Bransky, personally known to me to be the Land Trust Officer of FIRST COMMUNITY BANK AND TRUST, an Illinois corporation, and Jeanette L. O'Grady, personally known to me to be the Vice President of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Land Trust Officer and Vice President, they signed and delivered the said instrument as officers of said corporation, and caused the corporation seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 26th day of July, 2002.



Irene M. Brothers  
Notary Public

**THIS DOCUMENT WAS PREPARED BY:**  
**JAMES J. JOHNSON, P.C.**  
**ATTORNEY AT LAW**  
**17400 SOUTH OAK PARK AVENUE**  
**TINLEY PARK, IL 60477**

**AFTER RECORDING, MAIL THIS**  
**INSTRUMENT TO:**  
**BRUTI ASSOCIATES, LTD.**  
**21146 WASHINGTON PARKWAY**  
**FRANKFORT, IL 60423**

## EXHIBIT A

### LEGAL DESCRIPTION

That part of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  and the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northeast  $\frac{1}{4}$  of Section 16, Township 33 North, Range 14 East of the Third Principal Meridian, lying Easterly of the following described line: commencing at the Northwest corner of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of said Northeast  $\frac{1}{4}$  of Section 16; thence North 89 degrees 22 minutes 40 seconds East, along the North line of the South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of said Northeast  $\frac{1}{4}$  of Section 16, a distance of 800.02 feet to the point of beginning; thence South 00 degrees 14 minutes 54 seconds East 482.72 feet; thence South 44 degrees 45 minutes 06 seconds West 99.41 feet to a point on the Easterly line of Prairie Pointe Centre, being a subdivision of part of the Northeast  $\frac{1}{4}$  of Section 16, Township 33 North, Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded December 10, 1999, as Document No. R99-151131; thence Southerly, along the Easterly line of said Prairie Pointe Centre, the following three courses: Southerly, along a curved line concave Westerly, having a radius of 240.00 feet and a chord that bears South 22 degrees 44 minutes 54 seconds East 183.69 feet, an arc length of 188.50 feet; South 00 degrees 14 minutes 54 seconds East 70.29 feet; Southerly, along a curved line concave Westerly, having a radius of 240.00 feet and a chord that bears South 22 degrees 15 minutes 06 seconds West 183.69 feet, an arc length of 188.50 feet; thence South 45 degrees 14 minutes 54 seconds East 99.41 feet; thence South 00 degrees 14 minutes 54 seconds East 293.04 feet to a point on the South line of the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of said Northeast  $\frac{1}{4}$  of Section 16 and there terminating, all in Will County, Illinois.

PIN: 22-16-200-029-0000

Address of Premises: 56.423 acres vacant land, East of Prairie Pointe Centre, Beecher, IL

### **Amendment to rule 3.27**

**3.27 CONDITIONS OF PROPERTY:** No implements, machinery, lumber or building materials shall be permitted to remain exposed on any parcel so that they are visible from the street or any neighboring Parcel, except as necessary during the period of construction of a building thereon. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Parcel, whether vacant or improved, and no refuse pile or unsightly object shall be allowed to be placed or maintained upon any Parcel. A maximum of one (1) trash, garbage, or other waste container may be stored in the rear of the dwelling. Such container when leased from Star disposal (Beecher, Illinois Waste Management Company (708) 748-8381) may not exceed 95 gallons. Such container purchased elsewhere must not exceed 35 gallons. In both instances the container must be covered with a properly fitted lid at all times.