DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR

CEDAR POINTE
(Single Family)

CEDAR POINTE P.U.D., NEW LENOX, ILLINOIS

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For

CEDAR POINTE

(Single Family Homes)

THIS DECLARATION (the "Declaration") is made this ____ day of _____________, 2026, by Cedar Pointe LLC, an Illinois Limited Liability Company (hereinafter referred to as "Declarant").

PREAMBLES:

WHEREAS, Declarant is the owner of the real property commonly known as "Cedar Pointe" being developed as a residential planned unit development community, which real property is legally described in "Exhibit A" of this Declaration ("Cedar Pointe Property"); and

WHEREAS, Declarant is the Developer of the Cedar Pointe Property;

WHEREAS, the Cedar Pointe Property is being developed in phases as a planned unit development with single-family homes and townhomes and various related amenities;

WHEREAS, the Cedar Pointe Property will include 38 townhome units, within the portion of the Cedar Pointe Property described on "Exhibit B" of this Declaration ("Townhome Property");

WHEREAS, the Cedar Pointe Property will include up to 121 single-family homes, within the portion of the Cedar Pointe Property described on "Exhibit C" of this Declaration ("Single-Family Property");

WHEREAS, the Townhome Property and the Single-Family Property are subject to the easements, covenants, and restrictions set forth in that certain Master Declaration of Easements, Covenants and Restrictions of Cedar Pointe ("Master Declaration"), recorded as document number __________ with the Will County Recorder; and

WHEREAS, Declarant desires to subject the Single-Family Property to the easements, covenants and restrictions set forth in this Declaration in addition to those set forth in the Master Declaration.

NOW, THEREFORE, Declarant hereby declares that the Single-Family Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions and easements hereinafter set forth, which shall run with the Single-Family Property and be binding on all parties having or acquiring any rights, title or interest therein, and shall inure to the benefit of each Owner.

ARTICLE 1
Definitions

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

1.1. "Association" shall mean and refer to an Illinois not-for-profit corporation incorporated by Declarant to serve as the Homeowner' s Association for the Single-Family Property, and shall include the Homeowner's Association's successors and assigns.

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

1.3. "By-Laws" shall mean those by-laws duly enacted by the Association which govern the Association, substantially in the form attached hereto as "<u>Exhibit E</u>" and made a part hereof.

1.4. "Common Area" shall mean all real property owned, to be owned and/or maintained by the Master Association for the common use and enjoyment of the Single-Family Property, the Townhome Property and the respective owners of lots within the Cedar Pointe Property, including Outlots A, C, D, E, F, G, H, I, J, and K depicted on the PUD Plat as hereinafter defined. The Common Area shall be conveyed to the Master Association no later than the Turnover Date.

1.5. "Declarant" shall mean and refer to Cedar Pointe LLC, an Illinois Limited Liability Company. Any such successor or assignee shall be deemed a Declarant and entitled to exercise all or any rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes as provided in Section 8.10.

1.6. "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a Single Family. Dwelling shall include any Improvement attached or adjacent to the Dwelling utilized for storage of personal Single-Family Property, tools and equipment.

1.7. "Improvement" or "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, sidewalks, fences, decks, patios, hedges, lawns, sidewalks, planted trees, shrubs and all other structures or landscaping improvements of every kind and description.

1.8. "Lot" shall mean each part of the Single-Family Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Single-Family Property as a Lot for purposes of the Declaration.

1.9. "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.

1.10. "Member" shall mean and refer to every Person who holds membership in the Association and "Members" shall mean and refer to all Persons who hold membership in the Association.

1.11. "Master Association" shall mean and refer to an Illinois not-for-profit corporation incorporated by Declarant to serve as the Master Association for the Single-Family Property and the Townhome Property, and shall include the Master Association's successors and assigns.

1.12 "Master Declaration" shall mean and include that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Cedar Pointe, dated ______________, 2026 and recorded with the Will County Recorder of Deeds as Document Number ___________.

1.13 "Mortgage" shall mean either a mortgage or deed of trust creating a lien against a portion of the Single-Family Property given to secure an obligation of the Owner of such portion of the Single-Family Property.

1.14. "Municipality" shall mean the Village of New Lenox.

1.15. "Owner" shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Lot.

1.16. "Person" or "Persons" shall mean all natural individuals, corporations, limited liability companies, partnerships, trustees or other legal entities capable of holding title to real Single-Family Property.

1.17. "Single-Family Property" shall mean and refer to the real estate legally described in "Exhibit C" attached hereto and made a part hereof.

1.18 "Single-Family Common Area" shall mean and refer to those areas, if any, dedicated for the sole benefit and use of the owners of the Single-Family Property, but shall not include the Common Area as defined in Section 1.4 above.

1.19 "Single-Family Common Expenses": The costs and expenses attributable to administration, operation and services provided to the Owners and the Single-Family Common Area which benefit the Single-Family Property or the Owners, including, but not limited to taxes, reserves, insurance, utilities, professional and other services, materials, supplies, labor and equipment incident to the ownership, maintenance, repair and replacement of the Single-Family Common Area, the performance of the obligations hereunder, and other necessary expenses and costs, which are incurred by either the Developer and the Association.

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

1.21. "PUD Plat" shall mean the Planned Unit Development Plat attached hereto as "<u>Exhibit D</u>".

ARTICLE II
Declaration Purposes and Single-Family Property Subjected to Declaration

2.1. The Declarant desires to create on the Single-Family Property a single-family development for future owners of Lots for the following general purposes:

a. To provide for the harmonious development of a single-family community by the imposition of the covenants, conditions, restrictions and easements as hereinafter set forth, for the benefit of the Single-Family Property and the Owners.

b. To provide a plan for development of the Single-Family Property which is intended to enhance and protect the values of the single-family residential community development.

c. To (i) prevent improper use of Lots which may depreciate the value of Owner's Single-Family Property; (ii) prevent the construction of buildings containing improper or unsuitable materials; (iii) ensure adequate and reasonable development of the Single-Family Property; (iv) encourage the construction of attractive improvements on the Single-Family Property; (v) prevent haphazard and inharmonious development; and (vi) in general, provide for the highest quality environment for the Development.

d. To insure harmonious and compatible development of the Single-Family Property and the Townhome Property.

e. To provide for the maintenance of the Common Area as set forth in the Master Declaration, which shall be owned by the Association or the Master Association and used in common by or for the benefit of the Owners of the Single-Family Property and the Townhome Property.

2.2. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, has declared that the Single-Family Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions and easements set forth in this Declaration.

ARTICLE III
General Restrictions

3.1. Except as otherwise provided in this Declaration, all Lots shall be used only for Single-Family Dwellings. Each dwelling shall be used as a residence for a single family and for no other purposes, subject to such reasonable rules and regulation as may be adopted by the Board.

3.2 No industry, business, trade, occupation or profession of any kind, commercial, religious, education or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any Lot; provided, however, that nothing herein shall preclude an Owner from (i) maintaining a personal professional library on his Lot (ii) keeping his personal business records or accounts on his Lot (iii) handling his personal business or professional calls or correspondence therefrom or iv) using his residence or a portion thereof for business meetings, entertainment, or the enjoyment or business of the Owners, employees, trustees, agents clients , or customers, if such use does not create regular customers, client or employee traffic. *ANYTHING TO THE CONTRARY NOTWITHSTANDING, NOTHING HEREIN CONTAINED SHALL BE CONSTRUED SO AS TO PREVENT AN OWNER IN THE BUSINESS OF THE DEVELOPMENT AND SALE OF HOMES FROM ERECTING A SINGLE FAMILY RESIDENTIAL BUILDING ON ANY LOT OR LOTS IN THE SUBDIVISION AND USING AND MAINTAINING, SUCH BUILDING AS A SALES OFFICE, MODEL HOME, BUSINESS OFFICE, STORAGE AREA, CONSTRUCTION OFFICE, FOR THE PURPOSE OF THE DEVELOPMENT AND SALE OF HOMES IN SAID SUBDIVISION.* The type of single-family residential buildings to be erected within the Single-Family Property for the foregoing purposes shall be subject to approval of the Architectural Review Committee.

3.3. All single-family dwellings shall have the following minimum square footage of dwelling space (excluding garage, attics, basements, and screened porches):

One Story Dwelling Units	1,800 square feet
One and One-Half Story Dwelling Units	2,000 square feet
Two Story Dwelling Units	2,000 square feet

3.4. All single-family dwellings shall have an attached two-car or three-car garage.

3.5. All air conditioning, cooling and heating units and related apparatus which are located outside of a single-family dwelling shall be located only in the side or rear yards of a Lot.

3.6. All utility service, cable television, radio wires, pipes, mains, conduits, cables, lines or other appurtenances which service a single-family dwelling on a Lot shall be buried underground.

3.7. All driveways shall be constructed of concrete, brick or the equivalent thereof. No residence shall be occupied at any time prior to the installation of a finished driveway from the street to the garage, provided, however, this requirement may be extended by Declarant for a period of not to exceed one hundred eighty (180) days in the event the building is ready for occupancy during a time when inclement weather, labor strike, or other events outside of the Owner's control prevents construction of such finished driveway.

3.8. No fence shall be erected or maintained on any lot without the prior written approval of the Architectural Review Committee. No fence shall be erected on any Lot which extends closer to the street on which the Lot faces than the rear of the single-family dwelling. No stockade or chain link fences are permitted. Only wrought iron or aluminum decorative fencing may be permitted if approved in writing in advance by the Architectural Review Committee and if permitted by ordinances of the Village. No fence shall exceed five feet (5’) in height.

3.9. No satellite dish, radio or television transmitters or receivers (other satellite or television reception dishes or discs not greater than twenty-four (24) inches in diameter) shall be allowed unless attached to the rear or side of the dwelling and completely screened from view from all streets and approved in writing in advance by the Architectural Review Committee.

3.10. All mail boxes, cluster box units, mail posts and newspaper receptacles shall be of a standard design with locations determined and approved by the Architectural Review Committee.

3.11. Each Owner shall keep all areas of the Lots designed or intended for the proper drainage or detention of water, including swale lines and ditches, unobstructed and mowed regularly. No trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment (other than a lawn) or other obstructions shall be planted, placed or allowed to remain in any such areas, and no Owner shall alter the rate or direction of flow of water from any Lot 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 Lot, that any and all such drainage or detention areas are for the benefit of the entire Single-Family Property.

3.12. Except as otherwise approved by Declarant, no shed or out-building shall be constructed or located on a Lot unless it has exterior materials identical to the exterior materials on the residential structure located on the Lot.

3.13. No noxious or offensive activity shall be carried on, in or upon the Single-Family Property, nor shall anything be done thereon which may constitute or become an annoyance or nuisance to the Owners. No plants or seeds or other conditions, harboring or breeding infectious diseases or noxious insects shall be introduced or suffered to exist upon any Lot or the Common Area, which may be or become an annoyance or a nuisance to other Owners or occupants.

3.14 The Owner of each Lot shall insure that the Lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any Lot except as is necessary during the period of construction. The Owner of each Lot shall be responsible for the cutting or removal of weeds each year on such Lot so as to conform with the requirements, ordinances and regulations of the Village. Each Owner shall (i) maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition, and free of overgrown grass and weeds, (ii) cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from all sidewalks, driveways and similar areas serving said Lot and (iii) comply with all applicable governmental codes, laws, ordinances, orders, decrees, rules and regulations.

3.15. Garbage shall be placed in receptacles and all garbage receptacles shall be properly screened. The burning of garbage, litter or refuse on any Lot is prohibited.

3.16. No temporary house, campers, habitable motor vehicles, pet enclosures, batting cages, sheds, trailer, tent, recreational appurtenances, shack, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any Lot at any time as a residence.

3.17. No semi-tractors or trucks exceeding 3/4 ton or dilapidated or disabled motor vehicles shall be stored or parked on any Lot or parked on any street in the Single-Family Property. Trucks, boats, recreational vehicles, trailers or other vehicles (other than automobiles) shall at all times be parked in the garage of the Dwelling or on the driveway serving said Dwelling and their repair or maintenance shall not be permitted except within the confines of the garage, provided, however, that no recreational vehicle, mobile home, or boat may be parked in the driveway for a period of time exceeding fourteen (14) days in any two (2) month period. No junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any of the Lots unless housed or garaged completely in the garage of the dwelling structure. No vehicles shall be repaired except inside a garage.

3.18 Swimming pools shall be permitted subject to compliance with all state and local ordinances and written approval by the Architectural Review Committee. Exterior pool lighting shall be designed to produce a subdued, tranquil effect. A Permit, issued by the Village and written approval issued by the Architectural Review Committee, shall be obtained by the Owner, prior to commencement of construction.

3.19. No animals of any kind shall be raised, bred or kept for any commercial purposes on any Lot, except that customary household pets may be kept subject to the rules and regulations of the association, provided they are not kept, bred or maintained for any commercial purposes. Any pet causing or creating a disturbance shall be permanently removed from the Single-Family Property upon three (3) days' written notice from the Board. No dog run shall be erected on any Lot except as approved in writing by Declarant.

ARTICLE IV
Architectural Controls

4.1 Architectural Review. Prior to construction, all Architectural Plans ("Plans") shall be submitted for approval to an Architectural Review Committee ("Committee"). Said Committee shall review said submitted Plans and reply to the submitting party no later than twenty (20) days after submission. A Plan Review fee in the amount of $150.00 or such other amount, as determined, from time to time, by the Committee, shall be paid to the Committee, at the time of submission. In the event the Plans are not approved, and the Plans need to be resubmitted, a further Plan Review Fee in the amount of $100.00 or such other amount, as determined, from time to time, by the Committee, shall be paid to the Committee, at the time of re-submission. Until the sale of the last lot or residence by the Declarant, the Committee shall consist of two (2) persons designated by the Declarant, which may include one or more members of Developer, including successors, assigns or nominees of the Declarant.

4.2 Architectural Controls. No Improvement shall be commenced, erected, or maintained, nor shall any addition to or charge or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscape plan of the lot to be built upon shall have been submitted to and approved in writing by the Committee and approved for permit by the Village. The Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan or landscape plan, which are not suitable or desirable in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure on the outlook from adjacent or neighboring properties. It is understood and agreed that the purpose of architectural controls is to secure an attractive harmonious residential development having continuing appeal. Such approval shall not be arbitrarily, capriciously or unreasonably withheld.

4.3 Variations and Departures. Declarant hereby reserves the absolute unqualified right to enter into agreements with the Owner or Owners of any lot or lots, without the consent of the Owner or Owners of any other lot or lots, to depart from or vary any and all of the covenants set forth above, provided there are practical difficulties or other good and sufficient reasons evidenced by the Owner making the request; and any such departure or variation, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to the other lots in the Subdivision, provided that any such departure or variation shall not result in harm or diminution in value of the Subdivision as a whole.

4.4 Architectural Review Committee. The Committee may, at its discretion, provide and formulate its own rules and provide for its own succession including the following.

a. The Design Style of the Residence. The basic concept of Cedar Pointe's Single-Family Property development is to encourage each individual home design conserve and enhance the natural beauty of each individual site, and the aesthetic harmony of the community as a whole. Modernistic or futuristic designs shall not be permitted.

   i. Appropriateness of Design Style. The Committee shall have the sole discretion to determine whether the proposed design will reflect the character of the Single-Family Property.

   ii. Authenticity of Design. Each home will be reviewed for the purpose of determining if the design is reasonably faithful to the intended style. Items to be considered will include plan layout, exterior elevations, detailing and use of color and materials.

b. The Siting of the Residence Upon the Homesite. The siting of a house is a critical and important design decision. The site plan concept developed for each homeowner should reflect functional needs, but also be sensitive to the site's unique characteristics and inherent design opportunities. The Owner must use a surveyor or architect to plot the home and show other site conditions.

c. Landscaping. The installation of Parkway Trees may be required by the Village. In the event Parkway Trees are required, the party undertaking construction of the residence, whether the Owner or some third-party Builder, is responsible to insure installation of the Parkway Trees. In the event Parkway Trees are required and upon installation, maintenance of the Parkway Trees shall be the responsibility of the Owner.

d. Grading and Drainage of the Homesite. Although the Committee will review drainage plans, the Owner is fully responsible for water runoff and drainage control of his homesite. In addition, the Owner recognizes and acknowledges his responsibility to grade the homesite in accordance with the Village's final engineering grading plan.

e. Lot Easements. Landscaping and the building of driveways within easements may be permissible subject to the approval of the Committee and regulations of the

Village, but any cost associated with the removal, repair and/or replacement of such features at any time in the future is the responsibility of the Owner. Erection of any permanent structure in any easement shall not be permitted.

f. Materials. All material selections should be detailed on the Application for Plan Approval. The Committee has set forth the following requirements for building materials:

i. Exterior walls may incorporate any of the following: brick, glass, stone, dryvit, or cedar. Notwithstanding the foregoing, all exterior materials must be materials approved by the Village. Any and all materials used are subject to the review and approval of the Committee. Brick textures should not have contrived surfaces. Mortar color should be complimentary to the brick or stone color. Weeping mortar is not permitted.

ii. Windows and doors may be wood, vinyl or aluminum, and glazing shall be clear or low E tinted only. No reflective glass will be permitted.

iii. Siding may be constructed from vinyl, redwood, hardi board, LP smart siding or cedar. l" x 4" tongue and groove minimum size. Notwithstanding the foregoing, all siding materials must be materials approved by the Village for use as siding materials.

iv. Approved surfaces for driveways and parking areas are poured concrete, brick or stone pavers. Asphalt is not be permitted. Approved surfaces for non-public sidewalks and patios are poured concrete, brick or stone pavers, and appropriate wood material.

g. Exterior Requirements. Each home and garage shall be constructed of brick and/or stone on the first floor and brick, stone, dry-vit, vinyl, hardi-board, lp smart siding, or cedar wood, or a combination thereof, may be used subsequent stories.

h. The Roof. The main roof should be minimum 5 vertical to 12 horizontal pitched roof, either gabled, hipped or a combination of the two. The scale, proportions and detailing of all roof surfaces are to be consistent with the overall design style of the home.

i. Fireplace Chimneys. Chimneys shall be constructed of brick, siding, or stone, and shall be properly located. Metal or pre-fab fireplace chimneys are not permitted. "Direct vent" fireplace venting is allowed on rear and side exterior walls.

j. Solar Energy Systems. Solar Energy Systems may be permitted subject to approval by the Committee and any Rules and Regulations adopted by the Association.

k. Windows and Doors.

i. Windows and doors should reflect restraint in the number of types, styles and sizes. Consistency of detailing on all elevations should be maintained.

ii. Windows should be located on all elevations and be properly spaced and proportioned. Shutters, if used, should be traditional in design and in keeping with the architectural style.

iii. Dormers should be designed in keeping with the architectural style. Dormers must be correctly located on the roof and not be large or disproportionate.

l. Decks. Decks, balconies, terraces and gazebos shall be carefully integrated into the overall design of the dwelling and landscaping. The style, details and materials of the deck, balcony, gazebo, posts, and railings should be consistent or compatible with the overall architectural style of the home. Trellis-type roof coverings or shading devices will be reviewed by the Committee on a project-by-project basis. The overall size, design and material of any deck, balcony, terrace or gazebo shall be subject to review and approval by the Committee.

m. Public Sidewalks. Owners are responsible for the installation of concrete public sidewalks in accordance with the requirements of the Village. The sidewalk is required to be constructed no later than 18 months after Closing. Owner shall be required to post a $5,000.00 deposit or such other amount as may be determined by Developer from time to time, at Closing as security for completion of construction of the sidewalk. Such deposit shall be returned to Owner upon completion of the sidewalk in accordance with the ordinances of the Municipality. In the event Owner fails to complete such sidewalks as set forth above, Developer shall have the right, but not the obligation, to enter upon the Lot and construct the sidewalk. Developer shall be entitled to apply such escrow amount to Developer’s costs to construct the sidewalk.

n. Commencement of Construction and Completion of Landscaping. All Owners, except the Declarant, shall commence construction thereon within thirty-six (36) months from the date of purchase of the subject Lot. Once commenced, such construction shall be completed within twelve (12) months from the date of commencement. Site landscaping (including, but not limited to, the parkway adjoining the street at the front or side of each Lot which shall be sodded and, if required, planted with the parkway tree(s)) must be completed within six (6) months of the completion of the residence built thereon, unless weather conditions prevent seeding, sodding and planting, and, in the event of such conditions, such seeding, sodding and planting shall be completed as soon thereafter as weather permits.

4.5 Construction Regulations. It shall be the responsibility of the parcel Owner to assure Builder's compliance with all construction regulations.

a. Roadway and Parking Restrictions.

i. Only rubber-tired vehicles are allowed on the roads; "tracked" equipment will not be permitted to run on the roads.

ii. The driveways of homes under construction and any area available for parking are to be kept stoned for access by suppliers and parking for contractor’s vehicles. All vehicles shall be parked within the homesite boundaries whenever possible.

iii. If the homesite driveway is filled up, parking on one side of the road will be allowed.

b. Homesite Maintenance.

i. The Owner shall be required to keep the entire homesite and adjacent streets clean at all times. The Owner is required to provide a dumpster at the homesite. Failure to comply with this regulation may be provided by the developer and the cost deducted from the damage escrow.

ii. The burning of construction debris or of removed landscape material is prohibited.

iii. Debris or materials which drift or are windblown onto the roadway or adjacent homesites shall be collected by the Builder and removed from the homesite.

c. Owners’ Obligations and Damage Escrow. In the event the Lot is not improved with a residence at the time of purchase, then the Owner shall be responsible to repair any damage to the Common Area or subdivision improvements, including but not limited to streets, street lights, mailboxes, structures, curbs, gutters, b-boxes etc. located on or off the Owners’ Lot and caused by the Owner or any of his subcontractors. At the initial closing of each Lot, the Owner may be required to pay the sum of Three Thousand Dollars ($3,000.00) ("Damage Escrow"), per Lot, to the Declarant to secure Owners' obligations hereunder. In the event the Owner fails to repair any damage, caused by Owner or Owners' subcontractors, to the subdivision improvements and/or fails to install public sidewalks, then the Declarant may, at its option, but is in no way obligated to, repair, rep]ace and/or install same and the cost thereof shall be subtracted from the Damage Escrow. The Damage Escrow, less deductions herein set forth1 shall be released upon the later to occur of the completion of the single-family residence and installation of landscaping, and public sidewalks or the acceptance by the Village of Manteno of all subdivision improvements.

4.6. Neither Declarant, nor any of its agents, employees, successors and assigns, shall be liable in damages to any Owner or to any other person submitting Plans and Specifications to any one or more of them for approval by reason of the withholding of consent or by reason of a mistake in judgment, negligence or nonfeasance arising out of or occurring in connection with the approval or disapproval or failure to approve or disapprove any such Plans and Specifications.

4.7. The provisions of Articles III and IV of this Declaration shall not apply to any Improvements installed or completed by the Declarant or any affiliate or subsidiary of or other entity controlled by or in common control with the Declarant.

ARTICLE V
Homeowner's Association

5.1. The Declarant shall form an Illinois not-for-profit corporation which shall serve as the Homeowner' s Association (defined herein as the "Association") for the Single-Family Property and which shall provide for maintenance and operation of the Single-Family Property, including the Single-Family Common Area and in general maintain and promote the desired character of the Single-Family Property, subject to the Master Association' rights and obligations with respect to the operation, maintenance, repair and replacement of the Common Area. Until such time as the Declarant forms and establishes said Association, the Declarant shall have the rights granted to the Association hereunder, but the provisions of Article V and Article VI, excepting this Section 5.1, shall be inoperative and of no force and effect.

5.2. Every owner of a Lot shall be a member of the Association and the Master Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

5.3. The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any Lot. If more than one person is the record owner of any Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner of that Lot shall designate. Such designation shall be made in writing to the Board (as defined herein) or in such other manner as may be provided in the By-Laws of the Association attached hereto as "Exhibit E" (the "By-Laws"). Developer shall designate the person who shall exercise the voting rights with respect to the Lots owned by Declarant.

5.4. The Association shall be governed by the Board of Directors (the "Board"). The Board shall be comprised of no less than three (3) persons, duly appointed or elected as provided herein or in the By-Laws. Except for directors appointed by Developer, all directors shall be Members of the Association. The Board shall govern the Association in the exercise of the rights of the Association and performance of the Association's obligations in accordance with the terms and provisions of this Declaration and the By-Laws, as amended from time to time. Prior to the appointment of the first Board, the Declarant shall exercise all rights, powers and privileges and act in the capacity of the Board and may perform all its functions as set forth in this Declaration and in the By-Laws.

5.5. Notwithstanding anything in this Declaration or the By-Laws to the contrary, the first and each subsequent Board shall consist of, and vacancies on the Board shall be filled by, such persons as Declarant shall from time to time appoint, who may but need not be Members of the Association, until the first to occur of any one of the following events: (a) the expiration of sixty (60) days after the sale and transfer of title by Declarant of seventy-five (75%) percent of the total number of Lots; (b) three (3) years from the recording of this Declaration; (c) Declarant, by written notice to the Association, voluntarily elects to release its right to appoint all Members of the Board ("Turnover Date"). Without the prior written consent of Declarant, neither the Articles of Incorporation of the Association nor the By-Laws shall be amended, modified or changed to in any way diminish the authority of the Board while the Declarant has the right to appoint any Members of the Board. Declarant may, from time to time, by written notice to the Association, elect to relinquish its right to appoint any one or more directors, and continue to exercise its right to appoint the remaining Members of the Board for the period hereinabove specified. All directors not appointed by Declarant shall be elected as hereinafter provided.

5.6. Upon termination of Declarant's right to appoint any or all of the directors as provided in the preceding paragraph, those directors not subject to appointment by Declarant shall be elected by the Members of the Association at a meeting called by the President of the Association, by Declarant, or by any three (3) Members of the Association. Such meeting shall be called by notice sent in accordance with the By-Laws.

5.7. Neither the Declarant, or any member thereof, 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, including but not limited to deficiencies in the reserve account and/or failure to fund the reserve account, while acting in the capacity of such directors or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to third parties arising out of the contracts made by or other acts of the directors and officers of behalf of the Owners or the Association or arising out of their status as directors or officers, unless any such contract or 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, attorney's 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 (i) any matter as to which any such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director or officer.

5.8. Except as otherwise provided in this Declaration, the Association, its Board, the officers and Members of the Association shall be governed by the Illinois General Not For Profit Corporation Act.

5.9. On or prior to the Turnover Date, the Declarant shall convey to the Association, and the Association shall accept, the Common Area, if any, to be owned by the Association hereunder and the Association shall maintain the Common Area as required hereunder.

5.10. (a) In addition to all other rights, powers and duties for the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Single-Family Common Area and the Single-Family Property, the cost and expense of which shall be paid for by the Association from assessment funds. The Association shall maintain, insure, repair, replace and manage the Single-Family Common Area(s) owned by the Association, and without limiting the generality of the foregoing, provide for the maintenance repair and replacement of all facilities and improvements located thereon, provide for all landscaping and lawn mowing thereon, maintain continuously in force comprehensive liability, hazard and other insurance, pay all taxes, utilities, assessments and other liens and encumbrances which are assessed to or charged against the Single-Family Common Area or other property owned by the Association, pay all sums due the Village of New Lenox for the enforcement of local laws and provide such other services for the Single-Family Common Area as the Board deems to be in the best interests of the Association and its Members. The Association shall maintain, insure, repair, replace and manage the those area which are not owned by the Association or the but which the Village requires the Association to maintain, pay all assessments and other liens and encumbrances which are assessed to or charged against the such area(s).

(b) The Association shall have the authority to enter into agreements with the Master Association and the Association established for the Townhome Property for the maintenance, repair and/or replacement of Common Areas and any improvements located thereon.

(c) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the articles of incorporation or the By-Laws.

5.11. (a) The Association shall pay or reimburse the Declarant for all real estate taxes and all other costs and expenses arising out of or incident to the ownership, maintenance and repair of such portion of the Common Area to the same extent as though such costs and expenses would be the obligation of the Association if it were the record owner thereof.

(b) It is understood that real estate taxes are to be separately taxed to each Owner on their individual Lot. In the event the Lot real estate taxes are not issued a separate real estate tax bill, then, in such case. the amount due from each Owner shall be allocated between each Owner and the Declarant as follows and shall be determinative as to each Owners share whether or not said calculations are in conflict with the Assessors' calculations: (i) the vacant land estimated or final tax bill shall be determined by multiplying the current vacant land assessment by the most recent ascertainable state and local equalizer (vacant land portion) and by then dividing the vacant land portion of the tax bill by the number of Lots in the Subdivision and by then dividing same by 365/366 to obtain the per diem (per diem), and by then multiplying the number of days the Declarant and the Owner each owned the Lot to obtain the Declarant’s and each Owners' vacant land share; (ii) the improvement estimated or final tax bill shall be allocated between the Owners only (not including the Declarant who shall not be responsible for payment of any taxes assessed on an improvement basis) and shall be determined by dividing the number of days each Owner owned their Lot into the multiple of 365/366 multiplied by the number of Lots in the Subdivision to obtain each Owners' percentage share of the total improvement assessment (Owners Percentage) and each Owners Percentage shall be multiplied by the current improvement assessment multiplied by the most recent ascertainable state and local equalizer (improved portion) to obtain each Owners improvement share.

In the event the tax bill is assessed against more than one Lot, and in the further event an Owner fails to pay his/her share within a reasonable time after the tax bill is issued, the

Board shall pay the outstanding tax bill and charge the cost thereof to such Owner as his/her personal obligation. Any real estate tax payment made by the Association shall be a continuing lien upon the nonpaying Owners' Lot in the aggregate amount of (i) the cost thereof, (ii) penalties and interest lawfully assessed by the County and (iii) reasonable attorneys' fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Lot in the hands of such Lot Owner(s), their heirs, devisees, personal representatives, grantees and assigns. In the event the Lot Owner does not full repay the Association within 30 days after payment of a Lots' real estate taxes, such lien may be foreclosed against the Lot and shall be enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

5.12. The Board shall also have the authority and responsibility to obtain and maintain comprehensive public liability insurance, including liability for injuries to and death of persons, and Single-Family Property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, each member, the Association, its directors and officers, Declarant and its respective employees and agents from liability and insuring the officers of the Association and the Board from liability for any good faith actions taken beyond the scope of their respective authority. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with this Article V. The Association shall also have the authority and responsibility to obtain and maintain insurance policies covering the Single-Family Common Area against loss or damage by fire and such other hazards contained in customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable. The Association shall also have the authority to obtain such other kinds of insurance as the Association shall from time to time deem prudent.

ARTICLE VI
Assessments

6.1. Each Owner, by taking title to a Lot, shall be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a lien on the Lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees shall be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due. Notwithstanding the foregoing, the provisions of this Article shall not apply to any Lot then owned by Declarant.

6.2. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents of the Single-Family Property and in particular for the improvement and maintenance of the Single-Family Property, services and facilities devoted to those purposes and related to the use and enjoyment of the Single-Family Common Area. The annual assessments provided for herein shall commence for each Lot on the date of delivery of a Lot Deed to an Owner. At the Closing of the initial sale of a~~n improved~~ Lot ~~with a dwelling~~, the Owner shall pay an initial annual assessment in the amount of $25.00~~ which~~

~~shall be prorated based upon a January 1 annual assessment due date~~. The annual assessment may be changed by the Board, from time to time, as provided herein.

6.3. Each year on or before November 1, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, materials, taxes, insurance, services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, notify each Owner in writing of the amount of such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all of the Owners. On or before January I of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section 6.3. On or before the date of the annual meeting of each calendar year, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Lot have been paid, which certificates shall be conclusive evidence of payment or nonpayment of any assessment thereon.

6.4. (a) The Board may build up and maintain a reserve for the replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. If the Contingency and Replacement Reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners. The Board shall serve notice of any such special assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

6.5. When the first Board elected by the Members hereunder takes office, it shall determine the Estimated Cash Requirement for the period commencing on the first day of the month following the Turnover Date and ending on December 31 of the calendar year in which the Turnover Date occurs. The initial Estimated Cash Requirement shall be assessed equally to all Owners.

6.6. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release in any manner of any Owner's obligation to pay his share of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall continue to pay his share of such Estimated Cash Requirement at the then existing annual rate established for the previous calendar year, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

6.7. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures pertaining to the Single-Family Common Area, specifying and itemizing the maintenance and repair expenses of the Single-Family Common Area and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage. Upon five (5) days' prior written notice to the Board, any Owner shall be furnished a statement of his account, which statement shall set forth the amount of any unpaid assessments or other charges due and owing from such Owner.

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

6.9. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Single-Family Common Area, and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one year exceed $1,000.00 per Lot shall first be approved by a majority of the Board and thereafter by a majority of the votes cast by Members at a general or special meeting duly called for that purpose or, in lieu of such member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board, or, where applicable, as approved by the Members and shall be used only for the specific purpose for which such assessment was levied.

6.10. To the extent the annual budget includes an amount specifically designated as a capital reserve, each Owner shall, as to each installment of the annual assessment paid by him, be deemed to have made a non-refundable capital contribution to the Association in the proportion that the amount of such designated capital reserve bears to the total annual budget. Such proportion of each annual assessment installment paid to the Association shall be earmarked as a special capital reserve account to be used solely for making major repairs and replacements to the Single-Family Common Area, to those portions of the Lots and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder. AT THE ELECTION OF THE DECLARANT, THE RESERVE ACCOUNT MAY OR MAY NOT BE FUNDED, AND THE ANNUAL BUDGET MAY OR MAY NOT PROVIDE FOR THE COLLECTION OF CAPITAL RESERVES DURING THE PERIOD THAT THE DECLARANT CONTROLS THE ASSOCIATION.

6.11. At the closing of the initial sale of a~~n improved~~ Lot ~~with a Dwelling after the recording of this Declaration~~, the Owner purchasing such Lot will be required to make a ~~working capital~~Contingency and Replacement Reserve contribution to the Association in the amount of $25.00~~-~~.

6.12. Both annual and special assessments must be fixed as a uniform rate for all Lots.

6.13. After the recording of this Declaration, and at Declarants' option, annual/semiannual/biannual/quarterly/monthly assessments shall commence upon conveyance of the first Lot by Declarant.

6.14. While the Declarant holds title to unoccupied Lots and in lieu of paying assessments on unsold Lots, the Declarant shall pay to the Association only the amount, if any, by which actual operating expenses exceed the aggregate of the assessments established and received from Owners (excluding declarant) pursuant to this paragraph. Actual operating expenses means those expenses actually incurred that are reasonably necessary to normal maintenance and operation of the Single-Family Common Area, and does not include capital expenditures, reserves, prepaid items, inventory items or similar expenses to the extent attributable to any subsequent period. Except as set forth herein, the developer shall have no obligation to pay assessments for unsold or unoccupied Lots.

6.15. If an Owner is in default in the payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs, and fees as above provided, shall be and become a lien or charge against the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Such lien shall take effect and be in force when and as provided in the Act; provided, however, that encumbrances owned or held by any bank, insurance company, savings and loan association, or other lender shall be subject as to priority after written notice to said encumbrancer of unpaid Assessments only to the lien of all Assessments on the encumbered Lots which become due and payable subsequent to the date the encumbrancer either takes possession of the Lot, accepts a conveyance of any interest in the Lot or has a receiver appointed in a suit to foreclose its lien. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of the Assessment or of any other expenses required to be paid hereunder upon due, such rights and remedies shall include: (i) the right to enforce the collection of such defaulting Owner's share of such expenses (whether due by acceleration or otherwise), together with penalties as approved by the Board and interest thereof, at the maximum rate permitted by law, and all fees and costs (including attorneys' fees) incurred in the collection thereof; (ii) the right, by giving such defaulting Owner five (5) days' written notice of the election of the Board to do so, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (iii) the right to take possession of such defaulting Owner's interest in the property, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed in "an act in regard to Forcible Entry and Detainer" (735 ILCS 5/9-101, et seq.), as amended, and to execute leases of such defaulting Unit Owner's interest in the Property and apply the rents derived therefrom against such expenses.

6.16. No Owner may waive or otherwise escape liability for assessments provided for herein by any act or omission including without limitation non-use of the services provided by the Association, the Single-Family Common Area or abandonment of his Lot.

6.17. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title, or comes into possession of that Lot 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, will take the Lot free of any claims for unpaid assessments or charges which have accrued prior to such acquisition of title or possession.

ARTICLE VII
Easements

7.1. Declarant hereby declares the following non-exclusive easements are hereby created with respect to the Common Area and Single-Family Common Area:

a. Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Common Area subject to the following: (i) the right of the Master Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Master Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Master Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant and the Master Association as herein provided.

b. Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for use and enjoyment in and to the Single-Family Common Area subject to the following: (i) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment, (ii) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration, (iii) the right of the Association to levy assessments as herein provided, and (iv) any and all rights reserved to Declarant and the Association as herein provided.

c. A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association and the Master Association and reserved by the Declarant over, under, across and through the Lots and the Single-Family Common Area. If any such drainage or utility facilities are not installed or if any easements for such purposes are not created with respect to a Lot or any portion thereof prior to delivery of a Lot Deed to an Owner, said Owner hereby grants to the Declarant and the Association a power of attorney to execute and record any such easements with respect to any Lots owned by said Owner for the benefit of the Single-Family Property. The foregoing power of attorney is hereby coupled with an interest and is therefore irrevocable.

7.2. The Declarant, the Master Association, Association and any of their respective agents, employees and independent contractors shall have the right to enter upon the Single-Family Common Area and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing the Common Area or Single-Family Common Area and any improvements in, on, under or upon the Common Area or Single-Family Common Area as herein provided or for performing any of their respective obligations herein provided.

7.3. The Declarant hereby reserves the right for the Declarant and the Association to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Area and/or Single-Family Common Area as they deem necessary or desirable in order to effectuate the intent of this Declaration.

ARTICLE VIII
General Provisions

8.1. The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) 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 hereinabove provided.

8.2. If at any time or times the Declarant and/or the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of Will County, Illinois, in order to avoid the expiration hereof or of any of the covenants or other provisions herein contained, it shall submit the matter to a meeting of the Members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said Members shall vote against such rerecording, the Declarant and/or the Board shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Single-Family Property in every way and with all the full force and effect as though such action were taken by each of said Owners.

8.3. Each grantee of Declarant by taking title to a Lot, 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 charges, 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 this 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.

8.4. Declarant, the Municipality, and each Owner from time to time shall have the right jointly and separately to sue for and obtain an injunction to prevent the breach of, or to enforce the observance of, the covenants and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot any Improvement which is and remains in violation of the covenants above set forth, or any of them, for a period of thirty (30) days after delivery of written notice thereof from Declarant or the Association to the Owner of any such Lot, then Declarant or the Association shall have, in addition to the foregoing rights, the right to enter upon the Single-Family Property where such violation exists and summarily to abate or remove it at the expense of the Owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, the Municipality, and the Owners to enforce any of the covenants or obligations herein provided due to a particular violation be deemed to be a waiver of the right to do so respecting any such violation or any subsequent violation. Notwithstanding anything herein to the contrary, the Municipalities' right to enforce the covenants and obligations set forth herein shall be limited to the enforcement of covenants and obligations relating to maintenance.

8.5. 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 and may release all or any part of the Single-Family Property from all or any part of 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 Lots and Declarant consents thereto, the consent of the Declarant being required so long as Declarant owns any Lots. 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 and recorded in the Office of the Recorder of Deeds of Will County, Illinois.

8.6. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Single-Family Property.

8.7. In the event title to any Lot is conveyed to 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 obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any 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 Single-Family 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 Lot 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 Lot.

8.8. 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.

8.9. If a court of competent jurisdiction shall hold invalid or unenforceable any part of this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

8.10. In addition to all other rights of first mortgagees pursuant to this Declaration, and notwithstanding any other provisions herein to the contrary, unless at least 75% of the first mortgagees (based upon one vote for each Lot encumbered by a mortgage) of individual Lots ("First Mortgagees") have given their prior written approval, the Association shall not:

a. By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer any real estate or improvements thereon which are owned, directly or indirectly, by the Association for the benefit of the Lots and the Owners. The granting of easements for public utilities or for other purposes consistent with the intended use of such property by the Association shall not, for purposes of the foregoing, be deemed to be a transfer.

b. Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot and the Owner thereof as provided in Article VI.

First Mortgagees shall have the right to examine the books and records of the Association at reasonable times during normal business hours. First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Area. Any First Mortgagee, at its written request, shall be entitled to written notice from the Board of any default by an Owner in the performance of such Owner's obligations hereunder or under the By-Laws or rules and regulations of the Association which has not been cured within thirty (30) days.

8.11. Notwithstanding any other provision of this Declaration, the Declarant reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of any applicable local ordinance or the requirements of any institutional lender issuing a commitment to the Declarant or to a Purchaser or (ii) correct clerical or typographical errors in this declaration, or (iii) complete and/or revise information on any plat after improvements are completed by the Declarant or (iv) modify or amend this Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. In furtherance of the foregoing, each Owner and each holder of mortgage, trust deed, or lien affecting any Lot and each person having any other interest in the Single-Family Property hereby grants to the Declarant an irrevocable power of attorney coupled with an interest on behalf of each Owner and each such holder or person to make, sign and record on behalf of each Owner and each such holder and person any amendment permitted in this Declaration. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot or the property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the afore described power of attorney to the Declarant, to make, sign and record on behalf of each of the Owners, holders and persons described in this Paragraph any amendment described in this Paragraph. No such amendment shall be effective until recorded in the Office of the Recorder of Deeds of Will County, Illinois.

8.13. If the Association fails or refuses to maintain the Single-Family Common Area in accordance with the terms and conditions of this Declaration, then the Municipality shall so notify and advise the Association in writing. If the Association fails to so maintain the Common Area within sixty (60) days of receipt of said notice by the Association, the Municipality shall be authorized to enter upon the Single-Family Common Area to correct any deficiencies in the maintenance of the Single-Family Common Area. In the event that the Association fails to pay the Municipality for its costs and expenses to correct the deficiencies the Municipality shall be entitled to record a lien against the Single-Family Common Area for its costs and expenses in correcting the deficiencies with the Recorder of Deeds of Will County, Illinois. Upon the Municipality's receipt of reimbursement for its costs and expenses, the Municipality shall promptly execute, acknowledge and deliver any releases of lien as may be required to release any claim of lien that may have been placed of record. In addition to the forgoing, Declarant, each Owner, and their respective successors, assignees and grantees, shall not object to and agree to cooperate with the Village, and the Village will establish, a special service area ("SSA") for the Single-Family Property to be utilized as a backup mechanism for the care and maintenance of the Single-Family Common Area and facilities, which include but are not limited to detention areas, common landscaped areas, subdivision monumentation, signage and any other common areas within the Single-Family Property. If at any time the Association fails to provide for the care and maintenance of such Single-Family Common Areas, then the Village shall have the right, but not the obligation, to undertake such maintenance and utilize the SSA to provide sufficient funds to pay the cost to maintain the Single-Family Common Area in proper working order and in accordance with the ordinances of the Village. The SSA shall provide for the authority of the Village to levy up to twenty cents ($.20) per $100.00 of assessed valuation to fund the payment of the aforesaid costs and expenses. Notwithstanding the foregoing, the special tax roll shall not be levied hereunder and the SSA shall remain "dormant" unless the Village has found that the Association has failed to conduct such maintenance of the Single-Family Common Area after written notice to the Association provided by the Village.

IN WITNESS WHEREOF, Cedar Pointe LLC, an Illinois Limited Liability Company, has caused this Declaration to be duly executed by its Manager, as of the day and year first above written.

Cedar Pointe LLC, an Illinois Limited Liability Company

By:____________________________________
John LaFlamboy, a Manager

STATE OF ILLINOIS)
)
COUNTY OF WILL)

The undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that John LaFlamboy, a Manager of Cedar Pointe LLC, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Manager, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this ______ day of ____________, 2026.

____
Notary Public

This document was prepared by and return to:
Kenneth A. Carlson
Tracy, Johnson & Wilson
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Joliet, Illinois 60435
(815) 723-8500

EXHIBIT A

EXHIBIT B

EXHIBIT C

EXHIBIT D

EXHIBIT E

BY-LAWS OF
CEDAR POINTE HOMEOWNERS ASSOCIATION

ARTICLE I
PURPOSE

1. Creation and Purpose. There shall be formed an Illinois not-for-profit corporation to be known as the ___________________________ Townhome Owners' Association whose purpose shall be to ensure the proper use, management and maintenance of all Townhome Property and the Townhome Common Area. For purposes of these By-Laws, Declarant shall mean Cedar Pointe LLC or its designee.

ARTICLE II
BOARD OF DIRECTORS

1. **Board of Directors**. (a) The direction and administration of the Association shall be vested in a Board of Directors consisting of three (3) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Owners and shall reside in the Single-Family Property provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board, provided such person must reside in the Single-Family Property unless he is a Board member nominated by the Declarant.

(b) At the initial meeting, the Voting Members, as hereinafter defined, shall elect the three (3) Board Members. In all elections for members of the Board, each Voting Member shall be entitled to cumulate his votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Three (3) Board Members shall be elected at the first annual meeting. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board a term of one year. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each. The Voting Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually and that no Board member shall be elected to a term in excess two (2) years; provided, however, that a Board member may be reelected at the expiration of his term. Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Voting Members having two-thirds (2/3) of the total votes. Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by 2/3 of the remaining Board Members until the next annual meeting or at a special meeting of the Voting Members called for such purpose. Except as otherwise provided in this

Declaration, the Townhome Property shall be managed by the Board and the Board shall act by majority vote of those present at its meeting when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

(c) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws, a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account.

(d) Any Board member may be removed from office by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting or any subsequent annual meeting or special meeting called for that purpose.

(e) The Board shall meet not less often that required by law and at such other times as the Board deems necessary. Meetings of the board shall be open to any Owner, notice of any such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice.

2. **General Powers of the Board**. The powers and duties of the Board of Directors shall include, but shall not be limited to, the following matters:

(a) preparation, adoption and distribution of the annual budget for the Association;

(b) levying of assessments;

(c) collection of assessments from Owners:

(d) obtaining adequate and appropriate kinds of insurance;

(e) owning, conveying, encumbering, leasing and otherwise dealing with Lots conveyed to or purchased by it;

(f) adoption and amendment of rules and regulations covering the details of the operation and use of the Single-Family Property, including but not limited to the Single-Family Common Area;

(g) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Single-Family Property;

(h) to pay for maintenance, repair and replacement of the Single-Family Common Area as the Board shall determine are necessary and proper;

(i) to pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of which in its opinion shall be necessary or proper for the maintenance and operation of the Single-Family Property as a first-class townhouse development or for the enforcement of these restrictions, provided any supplies and equipment for use by the Association, shall be owned by the Association and shall be kept and maintained at location as determined by the Board;

(j) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Single-Family Property or any part thereof which may in the opinion of the Board constitute a lien against the Single-Family Property, rather than merely against the interests therein of particular Owner. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(k) the Board or its agent upon reasonable notice may enter any Lot when necessary in connection with any maintenance or construction for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable, and any damage caused thereby shall be repaired by the Board as a common expense;

(m) all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In absence of such determination by the Board, such documents shall be signed by the countersigned by the President of the Board;

(n) the Board may adopt such reasonable rules and regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Townhome Property, and for the health, comfort, safety and general welfare, and protection of the Owners and residents of the Single-Family Property. Written notice of such rules and regulations shall be given to all Owners and occupants and the entire Single-Family Property shall at all times be maintained subject to such rules and regulations;

(o) unless otherwise approved by the Declarant and Developer so long as the Declarant or the Developer own any Lots or other property which has been subjected to the provisions of this Declaration, the Board shall engage the services of an agent (which shall be an entity whose principal business the property management, including property for residential developments, and which has been engaged is said business for five or more years) to manage the day-to-day operations of the Single-Family Property to the extent deemed advisable by the Board, provided, such services and responsibilities shall include, but are not limited to the powers and obligations set forth in paragraphs 2(b), 2(c), 2(g), 2(h) and 2(i);

(p) nothing hereinabove contained shall be construed to give the Board or the Association, authority to conduct an active business for profit on behalf of all Owners or any of them;

(q) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Owners, shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful trucing or assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as common expenses.

ARTICLE III
MEMBERS

1. **Voting Rights**. There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the Owners. Such Voting Members shall be the Owner or one of the group composed of all Owners of a Lot or may be some person designated by such Owners to act as proxy on his or their behalf and who need not be an Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. Any or all Owners of a Lot, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Lot may vote or take any other action as a Voting Member either in person or by proxy. The total number of votes of all Voting Members shall be equal to the number of Lots, and each Owner shall be entitled to one vote. The Trustee shall designate the Voting Member with respect to any Lot owned by the Trustee. The Association shall have one class of membership only.

2. **Meetings**. (a) Meetings of the Voting Members shall be held at the Property or at such other place in Will County, Illinois, as may be designated in any notice of a meeting. The presence in person or by proxy at any meeting of twenty percent (20%) of the Voting Members shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present the affirmative vote of the Voting Members having a majority of the total votes represented at such meeting.

(b) The initial meeting of the Voting Members shall be held upon written notice, not less than ten (10) days or more than thirty (30) days' notice given by the Trustee or Declarant. Such written notice may be given at any time after the conveyance by the Declarant of three-fourths (3/4) of the Units or three (3) years after the recording of the Declaration, whichever is earlier. Thereafter, there shall be an annual meeting of the Voting Members in November at such reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

(c) Special meetings of the Voting Members may be called at any time for the purpose of considering matters which, by the terms of this Declaration, require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President of the Board, a majority of the Board, or by the Voting Members in the manner provided in the Illinois Common Interest Community Association Act of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board of Directors, at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

3. **Notices of Meetings.** Notices of meetings required to be given herein may be delivered either personally or mailed to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Townhome of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

4. **Miscellaneous**. No merger or consolidation of the Association; sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the Single-Family Property and assets of the Association and the purchase or sale of land or of Lots on behalf of all Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of the Owners, except as otherwise provided for in the Declaration.

ARTICLE IV
ASSESSMENTS-MAINTENANCE FUND

l. **Estimated Annual Budget and Assessments**. Each year on or before November l, the Board shall estimate the total amount necessary to pay the cost of all Single-Family Common Expenses which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated Single-Family Common Expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Owners proposed monthly assessment. Each Owner shall receive, at least thirty (30) days prior to the adoption thereof by the Board of Directors, a copy of the proposed annual budget. The “estimated annual budget” shall be assessed to the Owners in accordance with Article VII of the Declaration. Each Owner shall receive notice in the same manner as is provided in this Declaration for membership meetings, or any meeting of the Board of Directors concerning the adoption of the proposed annual budget or any increase, or establishment of an assessment. Said meetings of the Board of Directors shall be open to any Owner, and that notice of such meeting shall be mailed at least forty-eight (48) hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. On or before January 1 of the ensuing year, and the first of each and every month of said year, said Owner jointly and severally shall be personally liable for and obligated to pay to the Board or as it may direct one-twelfth (1/12) of the assessment against his Townhome Lot made pursuant to this Section. On or before April 1 of each calendar year following the year in which the initial meeting is held, the Board shall supply to all Owners an itemized accounting of the Single-Family Common Expenses for the preceding year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget or assessments, and showing the net excess or deficit of income over expenditures plus reserves.

To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessment designated as a capital reserve shall be segregated and maintained by the Association in a special capital reserve account to be used solely for making repairs and replacements to the Single-Family Common Area and for such equipment as may be necessary to perform the duties and obligations hereunder. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner to the next monthly installments due from Owners under the current year estimate, until exhausted, and any net shortage shall be added to the installments due in the succeeding six (6) months after rendering of the accounting.

2. **Reserves and Adjustments.** The Board shall establish and maintain a reasonable reserve for contingencies and replacements in such amounts as may reasonably determined by the Board to be necessary and prudent. Any extraordinary or non-recurring common expense, any common expense not set forth in the budget as adopted, and any increase in assessments over the amount adopted shall be separately assessed against all Owners. Any such separate assessment shall be subject to approval by the affirmative vote of at least two-thirds (2/3) of the Owners voting at a meeting of such Owners duly called for the purpose of approving the assessment if it involves proposed expenditures resulting in a total payment assessed to an Owner equal to the greater of five (5) times the Lot's most recent common expense assessment calculated on a monthly basis. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

3. **Initial Estimate of Annual Budget**. When the first Board elected or appointed hereunder takes office it shall determine the “estimated annual budget” as hereinabove defined, for the commencing thirty (30) days after said election and ending on December 31st of the calendar year in which said election occurs. Assessments shall be levied against the Owner during said period as provided in Section l of this Article.

4. **Failure to Prepare Estimates**. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owners’ obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the next monthly maintenance payment which is due not more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

5. **Books and Records**. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures specifying and itemizing the maintenance and repair expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten (10) days' notice to the Board and the management company and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6. **Use of Funds.** All funds collected hereunder shall be held and expended for the purpose designated herein and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Owners.

7. **Insurance**. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Lots shall be assessed to such Owner.

8. **Assessments**. If a Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the members of the Board may bring suit for and on behalf of themselves and as representatives of all Owners, to enforce collection thereof or to foreclose the lien therefor as herein after provided and there shall be added to the amount due the costs of said suit, and other fees and expenses together with legal interest and reasonable attorneys1 fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Townhome Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate as provided by the Declaration. In addition to the foregoing, the Board or its agents shall have such other rights and remedies to enforce such collection as shall otherwise be provided or permitted by law from time to time. Without limiting the generality of the foregoing, if any Owner shall fail to pay the proportionate share of the Association expenses or of any other expenses required to be paid hereunder when due, such rights and remedies shall include: (1) the right to enforce the collection of such defaulting Owners' share of such expenses (whether due by acceleration or otherwise), together with interest thereon, at the maximum rate permitted by law, and all fees and costs (including reasonable attorney's fees) incurred in the collection thereof; (2) the right, by giving such defaulting Owner five days' written notice of the election of the Board so to do, to accelerate the maturity of the unpaid installments of such expenses accruing with respect to the balance of the assessment year; and (3) the right to take possession of such defaulting Owner's interest in the Lot, to maintain for the benefit of all the other Owners an action for possession in the manner prescribed in the Illinois Code of Civil Procedure, Article IX, as amended.

9. **Nonuse.** No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot. Any person who takes title to such Lot pursuant to the remedies provided in such mortgage, foreclosure of mortgage, deed in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession or the filing of suit to foreclose the mortgage.

10. **Subordination of the Lien to Mortgages**. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot who obtains title.