

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF
TOWNHOMES AT CEDAR POINTE**

VILLAGE OF NEW LENOX, ILLINOIS

_____, 2026 _____

PREPARED BY AND MAIL TO:
Kenneth Carlson
Tracy, Johnson & Wilson
2801 Black Road, Second Floor
Joliet, Illinois 60435

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF
TOWNHOMES AT CEDAR POINTE**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS OF TOWNHOMES AT CEDAR POINTE, is made this ____ day of _____, 2026, by Cedar Pointe LLC, an Illinois limited liability company, hereinafter called “Declarant”.

W I T N E S S E T H

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 Townhome 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 Townhome 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 Townhome 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 Townhome 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 Townhome Owner's Association for the Townhome Property, and shall include the Townhome Owner'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 "Exhibit E" 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 and the Townhome Property and their respective Owners, including Out Lots 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. "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.

1.7. "Townhome Lot" shall mean each part of the Townhome Property, the size and dimension of which shall be established by the legal description in the Townhome Lot Deed conveying such Townhome Lot. A Townhome 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 Townhome Property as a Townhome Lot for purposes of the Declaration.

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

1.9. "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.

1.10. “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.

1.11 “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 _____.

1.12 “Mortgage” shall mean either a mortgage or deed of trust creating a lien against a portion of the Townhome Property given to secure an obligation of the Owner of such portion of the Townhome Property.

1.13. “Municipality” shall mean the Village of New Lenox.

1.14. “Owner” shall mean and refer to the record owner, whether one or more Persons, of fee simple title to any Townhome Lot.

1.15. “Person” or “Persons” shall mean all natural individuals, corporations, limited liability companies, partnerships, trustees or other legal entities capable of holding title to real the Townhome Property.

1.16. “Townhome Property” shall mean and refer to the real estate legally described in “Exhibit C” attached hereto and made a part hereof.

1.17 “Townhome”: A single family dwelling unit located on a Townhome Lot.

1.18 “Townhome Common Expenses”: The costs and expenses attributable to administration, operation and services provided to the Owners, the Townhomes, the Townhome Common Property and the Townhome Limited Common Property which benefit the Townhome 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 Townhomes, the Townhome Common Property, the Townhome Limited Common Property, and performance of the obligations hereunder, and other necessary expenses and costs, which are incurred by the Developer and the Association after such time as the obligations are transferred to the Association.

1.20 “Townhome Common Property”: Those areas within Townhome Property, if any but excluding any Lots, Common Area and dedicated public streets.

1.21 “Townhome Limited Common Property”: Yards, driveways, decks, patios and fences that are located within a Lot.

1.22 “Turn-Over Date” shall mean and refer to the date on which the initial Board of Directors of the Association is elected by the Members, provided such election shall be held not later than 60 days after Developer has sold 75% of the Townhome Lots or three (3) years after the recording of this Declaration, whichever is earlier.

1.23. "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.

1.24. "PUD Plat" shall mean the Planned Unit Development Plat attached hereto as "Exhibit D".

ARTICLE II PROPERTY SUBJECT TO DECLARATION

The Townhome Property as hereinafter described is and shall be held, transferred, sold, conveyed, and occupied, subject to the easements, covenants, and restrictions contained herein and in any ordinances adopted by the Village of New Lenox creating and approving the Townhome at ~~Cobblestone~~Cedar Pointe, a residential planned unit development. The Townhome Property is located in the Village of New Lenox, Will County, Illinois, and is legally described on "Exhibit A" attached to this Declaration.

ARTICLE III GENERAL PURPOSE OF DECLARATION

The easements, covenants, and restrictions hereby declared are to insure the proper use, maintenance and operation of the Townhome Property and to insure high standards for the Townhome Property for the benefit of all Townhome Owners and the Village of New Lenox.

ARTICLE IV GRANT OF EASEMENT TO THE VILLAGE OF NEW LENOX - PUBLIC UTILITY AND FIRE PROTECTION EASEMENT

A permanent, non-exclusive easement is hereby reserved and granted to the Village, and to all public utility companies of any kind operating under franchise granting them easement rights from the Village ("Utilities"), in, upon, across, over, under and through those portions of Townhome Common Property, Townhome Limited Common Property and Townhome Lots, for the purpose of installing, constructing, inspecting, operating, replacing, renewing, altering, enlarging, removing, repairing, cleaning and maintaining electrical, cable television, communication, gas, telephone or other utility lines or appurtenances, sanitary and storm sewers, drainage ways, storm water detention and retention, water mains and any and all manholes, hydrants, pipes, connections, catch basins, buffalo boxes and without limitation, such other installations as may be required to furnish public utility service within the Townhome Property and to adjacent areas, and such appurtenances and additions thereto as the Village and Utilities may deem necessary, together with the right of access across the Townhome Common Property, Townhome Limited Common Property and Townhome Lots for the necessary personnel and equipment to do any or all of the above work, excepting those portions of said Townhome Lots on which a Townhome or associated structure is or will be constructed. The right is hereby granted to the Village and Utilities to cut down, trim or remove any trees, shrubs or other plants that interfere with the operation of or access to said water lines and sewers, or without limitation,

utility installations in, on, upon, across, under or through said easements. No permanent buildings shall be placed on said easements. Where an easement is used for water lines, storm or sanitary sewers, other utility installations to be located therein shall be subject to the prior approval of the Village so as not to interfere with the flow of the storm water and sanitary sewer or sewers. Fences shall not be erected upon said easements except where specifically permitted by written authority of the Village. No fences or other structures, excepting streets, sidewalks, street lighting and utilities, shall be permitted to be located in any drainage easements or surface drainage areas without the approval of the Declarant, the Association and the Village.

ARTICLE V DECLARATION OF EASEMENTS

Section 1. Declarant for itself and on behalf of the Developer, the Association, the Master Association and their respective assigns, agents, employees, contractors and subcontractors, hereby declares and reserves a non-exclusive, perpetual easement to enter upon any Townhome Lot to the extent necessary to exercise any right or responsibility of the Declarant, Developer, the Master Association or the Association as set forth in this Declaration and such entry shall not be deemed to be a trespass.

Section 2. Notwithstanding anything contained in this Declaration to the contrary, Declarant hereby declares and reserves for itself, the Developer, the Association, and their respective assigns, agents, employees, contractors and subcontractors, a non-exclusive easement to enter upon the Townhome Property and any Townhome Lot, until such time as Declarant does not own a Townhome Lot, for the purpose of constructing, completing, repairing, replacing, improving, maintaining, inspecting, exhibiting and selling any Townhome Lots or Townhomes then owned by Declarant.

Section 3. Declarant hereby declares and reserves for itself, Developer, the Association, and their respective employees, contractors, subcontractors and agents, and assigns, a non-exclusive, perpetual easement of not more than one (1) foot for the continuation, maintenance, repair, and replacement of any walls or structures encroaching on any adjoining Townhome Lot by reason of construction error, settlement, or shifting of such walls and structures.

Section 4. Declarant hereby declares and grants to authorized utilities, including but not limited to telephone, cable, gas, and electric, and the Village, a non-exclusive, perpetual easement, over and upon those portions of the Townhome Common Property and the Townhome Limited Common Property on which structures do not exist, to install, construct, operate maintain, renew, repair and replace conduits, cables, pipes, wires, transformers, mains, and other equipment for the purpose of providing utility services to the properties with the Townhome Property.

Section 5. Declarant hereby declares and grants a non-exclusive, perpetual easement (i) in and to all structural members, footings, foundations, common walls or party walls, ceilings, columns and beams at any time located within a Townhome in favor of each of the Owners of any Townhomes which share such common wall or party wall, and (ii) for the use of common walls or party walls located within and serving the Townhome Property or any part thereof in

favor of each of the Owners of any Townhomes which share such common wall or party wall. Notwithstanding the forgoing, an Owner shall not penetrate such common walls or party walls for any residential use whatsoever without the prior written consent of the co-owner of such wall.

Section 6. Declarant hereby declares and grants a non-exclusive easement for the benefit of Developer, the Association, and their respective agents, employees, contractors and subcontractors, and the Owners for ingress and egress over, upon and through those portions of the Townhome Property, including but not limited to the Townhome Common Property and the Townhome Limited Common Property, but excepting the interior of any Townhome, to the extent necessary to permit the construction, reconstruction, maintenance and repair of any improvements thereon and the performance of such other obligations set forth in this Declaration by the Developer or the Association.

Section 7. Subject to the provisions of this Declaration, each Owner shall have the nonexclusive right to use the Townhome Common Property (except the Townhome Limited Common Property) in common with the other Owners, as may be required for the purpose of ingress and egress to and for such Owners' Townhome, and for the use, occupancy and enjoyment of the respective Townhome owned by such Owners, and such other incidental uses as are permitted by this Declaration. Each Owner shall have the right to the exclusive use and possession of the Townhome Limited Common Property within such Townhome Lot. Such rights to use and possess the Townhome Common Property, including the Townhome Limited Common Property, shall be subject to and be governed by the provisions of the Act, this Declaration, and rules and regulations of the Association. The aforesaid rights shall extend to the Owners and the members of the immediate family and authorized occupants, tenants, guests, visitors, agents, servants, invitees, customers and licensees of the Townhome, subject to reasonable rules and regulations with respect thereto.

ARTICLE VI PARTY WALLS AND ENCROACHMENTS

Section 1. Each wall which is built as part of the original construction of the Townhouses and placed on the dividing line or adjacent to or near the dividing line (provided same serves two or more units) between the units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply. Each of the Owners upon which any party wall stands shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length therefor for the support of such Owners' Townhome, and to replace the same, if necessary, and to maintain in or on said way, any pipes, ducts or conduits originally located therein or thereon. No Owner shall make any penetration into any party wall without the prior written approval of the Declarant or the Association, or take any action which would adversely affect the structural safety or integrity of any party wall or other portion of an adjoining Townhome. No Owner shall make any penetration into the roof of the Townhome without the prior written approval of the Declarant or the Association. No Owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

Section 2. The cost of reasonable repair and maintenance of a party wall or walls shall be shared by the Owners who make use of the wall or walls in proportion to such use.

Section 3. As some of the individual Townhomes in a building may be aesthetically and functionally designed with structures that encroach and/or overhang (above, beneath, and/or at grade level) adjoining Townhome Lots, the Owners of each Townhome Lot hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a Townhouse or a building, each Townhouse is entitled to be repaired or rebuilt in such a fashion to permit these overhangs or encroachments to be reestablished.

Section 4. To the extent not the responsibility of the Developer or the Association and insured against under the policies of insurance maintained by Developer or the Association, if a party wall is destroyed or damaged by fire or other casualty, all repairs to any party wall or exterior wall shall be performed by or at the direction of Declarant or the Association, provided that each Townhome Owner which makes use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such Owners to require a larger contribution of reimbursement from the other Owners under any rule of law regarding liability for negligent or willful acts or omissions. All such repair or rebuilding shall be done within a reasonable time, in a workmanlike manner with materials comparable to those used in the original wall and shall in all respects conform to the laws or ordinances regulating the construction in force at the time of the repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

Section 5. Notwithstanding any other provision of this Article, any Owner who by negligent or willful act causes the party wall to be exposed to the elements and/or compromises the original design, purpose or integrity of said party wall, shall bear the entire cost of repairing damage caused thereby and of furnishing the necessary protection against such elements and all other incidental costs to repair or replace of damages to the adjoining Townhome or personal property therein.

Section 6. The right of any Owner to receive contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 7. The title of each Owner to the portion of each party wall within such Townhome is subject to a cross easement in favor of the Owner of the adjoining Townhome for the joint use of said wall.

ARTICLE VII
OWNERSHIP OF TOWNHOME COMMON PROPERTY, AFFIRMATIVE
COVENANTS AND MAINTENANCE AGREEMENTS

Section 1. Ownership. The Townhome Common Property shall, no later than the Turn-Over Date, be owned, controlled and, except as otherwise provided herein, maintained by the Association, subject to the terms set forth in this Declaration. The Association shall have the authority to adopt and enforce rules and regulations for the use of the Townhome Common Property.

Section 2. Covenant to Pay Assessments. The Declarant hereby covenants that each Owner by acceptance of a deed or other document of conveyance of a Townhome Lot, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay that Owner's (i) proportionate share of the Townhome Common Expenses and, (ii) expenses directly related to any maintenance, repairs or replacement relating to such Townhome Owner's Townhome not otherwise included in Townhome Common Expenses. Notwithstanding the foregoing, each Owner shall be responsible for the cost of any repair or replacement required as a result of damage caused by said Owner. Each Owner by acceptance of a deed or other document of conveyance of a Townhome Lot shall be deemed to consent and agree that such Owner is subject to the terms, conditions, and obligations set forth in the Master Declaration.

Section 3. Computation of Proportionate Share of Expenses. Each Owners' proportionate share of the Townhome Common Expenses shall be determined and allocated between the Townhome Owners on a uniform basis based on the square footage of said Townhome Lot relative to the aggregate square footage of all of the Townhome Lots. Declarant reserves the right to adjust each Owner's proportionate share of such expenses in the event that the scope and nature of the improvements within the Townhome Property is changed.

Section 4. Liens. Any costs assessed against an Owner which are not paid when due will become a lien against the Townhome Owner's property. Developer and the Association, after such time as Developer has transferred its obligations hereunder to said Association, shall have the right to enforce payment of the liens by, including but not limited to, seeking a judicial sale of the Townhome Lot. Any cost incurred in enforcing payment of any assessments or liens, including attorneys' fees shall be deemed additional assessments due and payable. The proportionate share of expenses shall also be the personal obligation of each Owner, his heirs, devisees, personal representatives, assigns, successors, and grantees, at the time the expenses are incurred. If title is held by an Illinois land trust, the trustee shall not have any personal liability for the proportionate share of expenses but all the beneficiaries of the trust shall be jointly and severally liable, provided, however, the Trustee upon request of the Developer or the Association, after such time as Developer has transferred its obligations hereunder to said Association, shall disclose to the Developer or the Association, as applicable, the names, addresses and percentages of ownership of the beneficial interest for each beneficiary as of the date of the request and during the two (2) year period prior to the date of the request. In the event title is held by more than one person, title holders shall be jointly and severally liable.

Section 5. Budget and Assessments. Prior to such time as Developer transfers its obligations to the Association, the provisions set forth in this Section 5 shall apply:

(a) Each year on or before November 1, the Developer shall estimate the total amount necessary to pay the cost of all Townhome 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 Developer to be necessary for a reserve for contingencies and replacements. The annual budget shall set forth with particularity all anticipated common expenses by category as well as all anticipated assessments and other income. The budget shall also set forth each Owners proposed common expense assessment. On or before January 1 of the ensuing year, and on 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 Developer or as it may direct one-twelfth (1/12) of the assessment against his Lot made pursuant to this Section. On or before April 1 of each following calendar year, the Developer shall supply to all Owners an itemized accounting of the 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.

(b) 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 Developer in a special capital reserve account to be used solely for making repairs and replacements to the Townhome Common Property and the Townhome Limited Common Property 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.

(c) The Developer shall have the right to establish and maintain a reasonable reserve for contingencies and replacements. 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. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(d) The Developer 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, provided that such inspection shall be limited to not more than two times in any calendar year. Upon ten (10) days' notice to the Developer 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.

(e). 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.

(f) Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Lots shall be assessed to such Owner. Premium charges for coverage obtained by the Association on a Townhome for which the Owner has failed to maintain the insurance required hereunder shall be assessed to such Owner.

(g) If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, the Developer may bring suit for and on behalf of itself and as representative 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 attorney's 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 Developer as in the case of foreclosure of liens against real estate as provided by the Declaration. In addition to the foregoing, the Developer 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 Townhome Common 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 Developer 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 Townhome 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.

(h) No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Townhome Lot. Any person who takes title to such Townhome 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 Townhome 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.

(i) The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Townhome Lot who obtains title.

(j) The Association shall have the right to retain and engage a management company to assist with and perform management, financial, reporting and record keeping obligations created under this Declaration, the Bylaws and as otherwise may be required under Illinois law.

Section 6. Maintenance.

(a) Developer or the Association shall maintain, repair, replace and perform improvements as determined necessary or appropriate by the Developer or the Association, as applicable, in first-class manner, the Townhome Common Property. Developer or the Association shall, subject to the provisions of Section 6(b) of this Declaration, maintain and repair, as determined necessary or appropriate by the Developer, the Master Association or the Association, as applicable, in a first-class manner, the Townhome Limited Common Property and Townhome Exteriors (the "Townhome Exteriors" being defined as the roof, siding, soffit and fascia, and gutters which are a part of a Townhome), provided neither Developer or the Association shall any obligation to perform repairs or replacements to any Townhome Exteriors if the need for such repairs or replacements are caused by acts of the Owner or any other casualty, including but not limited to fire or other hazard. Nothing herein shall be construed to limit or prohibit Developer, the Association from entering into one or more agreements with third parties for the performance of such obligations. Until such time as the obligations are assumed by the Association, the Developer shall perform the obligations set forth in this Section 6 and have all of the rights referred to under this Declaration as inuring to Association. The Townhome Common Expenses shall include all costs incurred in connection with said contract or contracts. Developer shall be reimbursed by the Association for all such costs paid in connection with any work performed by Developer and all costs of any such contract relating to the Townhome Property. Upon the Turn-Over Date, the Developer shall be released of any and all further obligations under this Section 6.

(b) Each Owner shall furnish and be responsible, at its own expense, for (i) all of the maintenance, repairs and replacements within the Owners' Townhome, including, but not limited to all plumbing, electrical and HVAC systems and all portions of the Townhome other than those portions within the Townhome Limited Common Property, and (ii) all repairs and replacements of the Townhome Exteriors excluding maintenance as set forth in Section 6(a) above. Each Owner shall furnish and be responsible, at its own expense, for all maintenance, repairs and replacements, of all windows, window glass, window frames, exterior doors, screening, garage doors, and related hardware and appurtenances thereto, and any and all improvements relating to any patio area which is enclosed, in whole or in part, by a fence and for which the Owner has the exclusive use thereof. Each Owner shall be responsible for the periodic washing of windows. Each Owner shall be responsible for the cost to maintain, repair or replace any utility service line located within the Townhome Lot which utility line services the Townhome within the Townhome Lot. All replacements which touch the exterior of a Townhome and which are visible from outside of the Townhome shall require approval of the Developer and the Association. In the event that an Owner fails to furnish and perform such maintenance, repairs and replacements, the Association shall have the right to perform such maintenance, repairs and replacements and the Owner shall be responsible to reimburse the Association for the costs and expenses incurred in connection therewith.

(c) No improvements to any Townhome, or within any Townhome Lot, whether original or replacement, temporary or permanent, other than improvements within the interior of the Townhome, shall be performed without the prior written approval of the Developer or the Association through its Architectural Committee as provided in Article XI of this Declaration. No improvements shall be constructed until such time as the Specifications have been approved. Any changes to the Specifications, after approval, shall require approval of the Developer or the Association.

(d) Notwithstanding anything in this Declaration to the contrary, no Townhome Owner shall have a claim against the Declarant, the Developer, the Master Association or the Association or the Board of the Townhome Owners' Association for any work ordinarily undertaken by the Master Association or the Association, but which the Owner himself has performed or paid for, unless the same shall have been agreed to in advance by the Association, the Declarant and the Developer.

Section 7. Village Right to Repair. The Village may have the right, but shall have no obligation or responsibility to maintain, repair or replace the Townhome Common Property and the Townhome Limited Common Property.

Section 8. Initial Assessment. At the time the initial sale of each Townhome Lot ~~is closed~~, the purchaser of said Townhome Lot shall pay to the Developer, or the Association if it is in existence, an initial monthly assessment in the amount of \$250.00, prorated based on the closing date, to be held and deposited for working capital purposes in connection with all initial operating expenses and initial working capital needs ~~to be prorated based upon a January 1 annual assessment due date~~. The annual monthly assessment may be changed by the Board, from time to time, as provided herein. This payment shall not be refundable. In addition, at the time the initial sale of a Townhome, the purchaser of said Townhome shall pay to the Developer, or the Association if it is in existence, the amount of \$250.00 to be held and deposited into a Capital Reserve Account for future capital projects ("Capital Deposit"). At the time of each resale of a Townhome, the purchaser of the Townhome shall deposit, with the Association, an amount equal to the then applicable Capital Deposit. The Declarant, until the Turn-Over Date, and thereafter, the Master Association or the Association shall have the right to adjust the amount of the Capital Deposit on an annual basis, and any adjusted Capital Deposit amount shall apply to any initial sales and resales occurring after such adjustment.

ARTICLE VIII RESERVED RIGHTS

Section 1. General Rights. Declarant, and its beneficiaries, shall have the right to execute all documents or undertake any actions affecting the Townhome Property which in its sole opinion is either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration, obligations under law, or which otherwise are for the benefit of the Townhome Property, including, but not limited to the adoption and enforcement of rules and regulations relating to the use of the Townhome Common Property.

Section 2. Developer Rights.

(a) Developer shall have the right to maintain a sales and marketing office in the Townhome Property until such time as Developer, or any entity affiliated with Developer, has fully developed and sold all units in the Townhome Property or any other neighboring property owned by Developer or any entity affiliated with Developer. Developer shall be entitled to use said office at no charge, provided Developer shall pay all utilities attributable to said office.

(b) The Declarant and Developer, at their sole election, shall, for so long as the Declarant, Developer or any entity affiliated with Developer owns any portion of the Townhome Property or any neighboring properties or for a period of ten (10) years after the Turn-Over Date, whichever is later, have the option and right to enter into contracts with any third party or with any entity owned and controlled by Declarant, Developer or John LaFlamboy for the management, maintenance, repair, replacement and improvement of the Townhome Property or any portions thereof. After the Turn-Over Date, the Association shall be bound by the option set forth in this Section 2.

(c) Developer shall be reimbursed by the Association for all such costs paid in connection with any work performed by Developer and all costs of any such contract relating to the Townhome Property and the Owners' aggregate share of the costs incurred in connection with any such work or contract relating to the Townhome Common Property.

ARTICLE IX GENERAL USE RESTRICTIONS

Section 1. All Townhome Lots may be used only for residential purposes. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained or permitted on a Townhome Lot. The restrictions in this Section 1 shall not, however, be construed in such a manner as to prohibit an Owner from: (i) maintaining his personal professional library therein; (ii) keeping his personal business or professional records or accounts therein; or (iii) handling his personal business or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of this Section 1.

Section 2. No Owner or resident shall alter, change or modify the exterior appearance, material composition, building lines or elevations of the Townhome, including, but not limited to color and material types, without the consent of Declarant or the Association. All window treatments shall present a uniform appearance from outside of the Townhome. Brightly colored (excluding white, off-white or beige), patterned or dark toned window treatments facing outward the exterior of the Dwelling are prohibited and shall be installed within thirty (30) days of occupancy of the Townhome Unit. Window coverings consisting of bed sheets, newspaper, paper shades, or other similar dressings are prohibited. Unless otherwise approved by the Declarant or the Association, no Owner shall remove, alter or change the normal complement of landscaping (as defined and limited by the Board). An Owner may plant vegetables and flowers

in the portion of the rear yard of the Townhome Lot within the fenced patio, provided, no such vegetables or flowers shall be visible from outside of the fenced patio.

Section 3. Rental of Townhomes within the Townhome Property for periods of less than twelve (12) consecutive months is prohibited and shall be deemed an immediate non-curable violation by Owner of the terms of this Declaration. In the event an Owner rents his Townhome, the Owner, shall provide the Declarant, or the Association, if it is then in existence, with a copy of the lease prior to, and as a condition of the tenant's occupancy of the Townhome.

Section 4. No camping trailers, boats, tractors, trucks with Class B or higher license plates, mobile homes, limousines or other recreational vehicles of any type whatsoever are to be parked, stored, or left unattended, permanently or temporarily, anywhere within the Townhome Property. Vehicles may only be parked within the driveway directly in front of the Townhome's garage or within the garage of a Townhome. When parked, vehicles shall not extend over the curb into the street. Parking of vehicles on the streets and road or within any service drive within the Townhome Property, other than in designated parking areas, is prohibited. No vehicles shall be permitted on any Townhome Lot in a junk condition. "Junk condition" shall include vehicles resting on jacks, supports or wheel rims, or which have had one or more flat tires for more than 72 consecutive hours. The Association may authorize such vehicles parked in violation of this Section to be towed away and any such towing charge shall become a lien upon the Lot which is owned by the owner of the vehicle in the same manner as provided for nonpayment of assessments. The Village shall have the right, but not the obligation to enforce the restrictions set forth in this Section.

Section 5. No signs of any kind shall be displayed to the public view on any Townhome Lot except:

- a. one sign of not more than four square feet, or such other dimensions approved by the Declarant, advertising the property for sale; and
- b. any and all signs used or approved by Declarant in connection with developing and advertising Townhome Lots for sale in the Townhome Property.

Section 6. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Townhome Lot, except that up to two (2) dogs and/or up to two (2) cats shall be allowed in each Townhome, provided that they are not kept, bred or maintained for any commercial purpose. No dog kennels or dog runs of any type shall be kept or maintained and no household pets of any type whatsoever shall be kept, maintained or housed anywhere on any of the Townhome Lots except inside the Townhome. All dogs and cats shall be kept on leashes whenever outside. Pets shall not be permitted to run at large. All dog and cat owners shall collect immediately and dispose of in a trash bin all feces.

Section 7. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly object shall be allowed to be placed or maintained on any Lot or within the Townhome Property. Each Owner shall be responsible for

providing for the disposal of trash and garbage. Trash, garbage or other waste shall not be stored, kept, or maintained anywhere except within trash receptacles maintained in the Townhome, garage, or within the patio area on each of the Townhome Lot, except on such day when garbage or other waste material is to be collected and removed. Trash receptacles located within the patio area shall be located so that they will be screened from view from adjoining properties.

Section 8. No unlawful, noxious, immoral, or offensive activity shall be carried on in any Townhome or within the Townhome Property, nor shall anything be done therein either willfully or negligently, which may become an annoyance or nuisance to any resident of the Townhome Property.

Section 9. No exterior television antennae, television satellite dishes, TV antennae or radio antennae of any type whatsoever shall be erected or installed or maintained, temporarily or permanently in or on any Townhome Lot, except as approved by Declarant. No generator shall be located on any Townhome Lot, without the Declarant's written approval, other than within the patio area of the and such generator shall be located within said patio area so that it is screened from view from adjoining properties.

Section 10. No fence shall be erected within the Townhome Property, except as approved by the Declarant.

Section 11. No shed shall be erected or located on a Townhome Lot.

Section 12. No Townhome Clotheslines shall be permitted to be installed outside of a Townhome within a Townhome Lot. The drying or hanging of Townhome Clothes outside of the Townhome is prohibited.

Section 13. Window air conditioners or window fans are prohibited.

Section 14. No trampolines or swimming pools shall be permitted on any Townhome Lot.

Section 15. No commercial activities of any kind whatsoever shall be conducted on any portion of the Townhome Property. The foregoing restrictions shall not apply to commercial activities, and signs, if any of the Declarant or its designees, or the use or operation of sales offices or model units in the Townhome Property by Declarant or its designees during the construction and sales period or in furtherance of its powers and purposes set forth herein. Nothing herein contained shall be construed so as to prevent the Developer or its successors from using and maintaining a Townhome or other structure as a sales office, model home, storage area, or construction area for the purpose of the development and sale of Townhome Lots or Townhomes within the Townhome Property, or other Townhome Lots or residential product on other property owned by Declarant or Developer.

Section 17. Nothing shall be done or kept on any Townhome Lot, on the Townhome Common Property, or on the Townhome Limited Common Property which will (i) increase the

rate of insurance within the Townhome Property, or (ii) result in the cancellation of insurance on any such property, or (iii) constitute a violation of law.

Section 18. The Developer and the Association, after the Turn-Over Date, is empowered to adopt, amend or repeal such rules and regulations as it deems reasonable and appropriate, which shall be binding upon all persons subject to this Declaration and shall govern the use and occupancy of the Townhome Property, including, but not limited to the Townhome Common Property and the Townhome Limited Common Property. Any such rules shall take effect no sooner than thirty (30) days after written notice of such rules is provided to the Townhome Lot Owners, except that any rules imposed to address an issue of life and safety shall take effect at such time as determined by Developer or the Association.

ARTICLE X

DUTIES AND POWERS OF THE TOWNHOME OWNERS' ASSOCIATION

Section 1. The Association shall have the power and duties set forth in the By-Laws attached hereto as "Exhibit C", including but not limited to the following: to grant easements where necessary for public utilities to serve the Townhome Lots; adopt rules and regulations supplementing the General Use Restrictions as provided by Article IX hereof; maintain such policy or policies of insurance at all times as the Board of Directors ("Directors") deem necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, officers and directors; employ a manager or other persons and contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Association, if deemed necessary by the Directors; and establish such reasonable reserves as may be required hereunder or as the Directors shall from time to time deem necessary to fulfill and further the purposes of said Association. The Association and the Townhome Property shall be initially governed in accordance with and bound by the provisions set forth the By-Laws attached hereto as "Exhibit C" and made a part hereof.

Section 2. The Association shall cause to be maintained and repaired the Townhomes, the Townhome Common Property and Townhome Limited Common Property located thereon, as follows:

(a) Painting, maintenance and repair of the Townhomes Exteriors as defined herein. The Association shall have no obligation to maintain, repair or replace windows, window glass, window frames, exterior doors, door frames, screenings, and garage doors. All of the foregoing services shall comply with the aesthetic standards from time to time adopted by the Directors or by an architectural committee, if the Directors elect to establish such a committee. The Association shall have no obligation to maintain, repair, replace or improve windows or other glass surfaces, unless the same is damaged through fault of the Association.

(b) Maintenance of the lawns and the original and normal complement of landscaping (as defined and limited by the Board) within each Townhome Lot.

(c) Maintenance, repair and replacement of the Townhome Common Property, the Townhome Limited Common Property.

(d) Maintenance, repair and replacement of improvements beneficial to the Townhome Common Property and the Townhome Limited Common Property.

(e) Snow removal and such other services deemed by the Board of Managers to be beneficial and convenient.

(f) Otherwise maintain and improve the Townhome Common Property and the Townhome Limited Common Property, when determined by the Board to be in the best interest of the Townhome Property.

Section 3. Insurance.

(a) Each Owner shall maintain insurance with respect to his Townhome, excepting the Townhome Limited Common Property, insuring against damage or destruction caused by fire, wind or other casualty generally insured over under a standard property and comprehensive insurance policy, in a form substantially similar to ISO Form HO-3 or any replacement therefore in the future, with coverage in an amount at least equal to the full replacement value of said Townhome, including endorsements for cost of demolition, liability from operation of building laws or codes, and increased cost of construction, and insuring all personal effects and contents, improvements, additions and alterations to the Townhomes. Each shall maintain personal liability insurance in a coverage amount not less than \$500,000.00. Such policies shall be primary and non-contributory as to any policies of insurance maintained by the Association. The Declarant, Developer, the Association, its directors and officers, its management agent, and their respective employees and agents shall be named as additional insureds on said policy. Proceeds from said insurance shall be used by the Association for any reconstruction, repair or replacements in connection with the covered loss. In the event of a casualty affecting the Townhome Exteriors, the Owner shall promptly file a claim with its insurer and provide the Association with information regarding the status of such claim. Owner shall promptly contract for the repair and reconstruction of the Townhome. Owner shall be solely responsible for and shall at all times maintain insurance over their personal property and general liability insurance for acts occurring on or about their Townhomes. Owner shall provide proof of such policies in force to Declarant or the Association and shall, on an annual basis, provide proof of renewal or replacement of such policies on or before their expiration date. Such policies shall contain an endorsement to the effect that such policy shall not be terminated for non-payment of premium without at least thirty (30) days prior written notice to the Association. The Association may in the case of a claim (i) pay any deductible amount, (ii) after notice and an opportunity to be heard, assess the deductible amount against the Owner who caused the damage or from whose Townhome the cause of loss originated, or (iii) require all Owners of the affected Townhomes to pay the deductible amount. In the event that an Owner fails to provide proof of such insurance to the Declarant, or the Association, if it is then in existence, the Declarant or the Association shall have the right, but not the obligation, to obtain such insurance and the cost thereof shall constitute a lien against the Townhome Lot and the Townhome in the same manner as provided for the non-payment of assessments. Owner shall hold harmless, indemnify and defend Declarant

and/or the Association against any and all lost, cost, liability, or damage arising from any act occurring within or about a Townhome which was not caused by the negligence of Declarant or the Association. Owner hereby grants a perpetual easement to Declarant, Developer and the Association to enter upon the Townhome or any portion thereof to effect repairs and reconstruction of any damage to the Townhomes. The Association shall have the right to obtain an appraisal of the then replacement cost of the Townhomes to determine the amount of physical damage insurance. The Owners shall cause the amount of the property damage insurance required hereunder to be revised to reflect such replacement cost at the next renewal of such Owner's insurance policy. The Owner shall indemnify, defend and hold the Declarant, the Developer, the Association and their respective agents and employees, harmless of and from any claims for personal injury, including death, or property damage by any guests or invitees of Owner which occur on the Townhome Common Property or the Townhome Limited Common Property.

(b) The Directors shall have the authority to and shall obtain, on behalf of the Association, insurance, the premiums for which shall be included within the assessments charged to and paid by the Owners, including, but not limited to the following:

(i) Blanket all-risk property and casualty insurance, if reasonably available for all insurable improvements within the Townhome Common Property and the Townhome Limited Common Property. If a blanket all-risk policy is not available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. The coverage amount shall be an amount not less than one hundred percent of the replacement cost of any repair, reconstruction or replacement in compliance with then current building codes and ordinances, and including the cost of demolition.

(ii) Commercial General Liability Insurance covering bodily injury and property damage insuring against hazards of ownership, management, condition or use of the Townhome Common Property and the Townhome Limited Common Property, with minimum coverage of \$1,000,000 and such other terms as may be deemed appropriate by the Directors, insuring the Declarant, the Developer, the Association, its directors and officers, its management agent, and their respective employees and agents.

(iii) Such other insurance as the Directors deem appropriate from time to time and as may be required by law, including but not limited to Worker's Compensation and Employer Liability Insurance, Fidelity Bond Insurance, Umbrella Liability Insurance, Directors and Officers Liability Insurance, non-owned and hired automobile liability coverage, and such other insurance as the Directors deem appropriate.

Section 4. The provisions of this Article X shall only apply after the date on which the Developer elects to turn-over the administration and control of the Townhome Property. Until the Turn-Over Date, Developer shall have all of the rights and powers referred to in this Article X.

ARTICLE XI ARCHITECTURAL COMMITTEE

No structure, patio, improvement or addition shall be erected, placed, reconstructed or altered on any Townhome Lot (except as are installed or approved by the Declarant in connection with the initial construction of the Townhomes and other improvements on the Townhome Lot) until the building plans, specifications and Townhome Lot plan showing the location and proposed erection, placement or alteration of any such structure, patio, improvement or addition have been approved in writing as to conformity of external design and harmony with existing structures and as to location with respect to topography and finished ground elevation, by an architectural committee which shall consist of three (3) members designated and replaced from time to time by the Declarant. Any costs of review incurred by the architectural committee shall be paid or reimbursed by the Owner as a condition of approval. Declarant shall have the right to be a member of the committee. The committee shall notify an applicant of such approval or disapproval of its action within thirty (30) days after said building plan and specifications and Townhome Lot plan have been submitted to the committee. No member of such committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this Article. The powers and duties of Declarant to designate and replace such committee shall cease at such time as Developer transfers the administration and control of the Townhome Property to the Association. Thereafter, such powers and duties shall be vested in the Board of Managers of the Association or in a committee duly appointed by such Board of Managers. Nothing herein contained shall be construed to confer a property right on Owner to modify or change in any manner the exterior of any existing structure.

ARTICLE XII AMENDMENTS

Section 1. Except as hereinafter provided, Declarant may change, modify or rescind the Declaration by an instrument in writing setting forth such change, modification or rescission at any time until control of the Association is transferred by Declarant to Owners. Notwithstanding anything in this Declaration to the contrary, any provision in this Declaration which is for the benefit of or affects the rights of the Village, as set forth herein, shall not be changed, modified or rescinded without the consent and approval of the Village. Subsequent to transfer of control of the Association, this Declaration may be amended, modified or rescinded only upon the affirmative written vote of seventy-five percent (75%) of Owners and the approval of Declarant so long as Declarant owns a Townhome Lot or any property which has been subjected to the terms of this Declaration, whether or not such property is the subject of a final plat, at a meeting called for that purpose, provided, however, that all holders of first mortgages of record have been notified by certified mail of any change, modification, or rescission, and an affidavit by the Secretary of the Board certifying to such mailing is made a part of such instrument and provided further that any provisions herein which specifically grant rights to holders of first mortgages of record may be amended only with the written consent of all such holders of first mortgages. The provisions of Article VII, Section 6 shall only be amended with the approval of the Declarant.

Section 2. The change, modification or rescission, accomplished under the provisions of the preceding paragraph shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds, Will County, Illinois, unless otherwise provided in said amendment.

ARTICLE XIII GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the Owners full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by any Owner 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, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then Owners have been recorded agreeing to change said covenants and restrictions in whole or in part.

Section 2. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered, if personally delivered, or sent by certified mail; return receipt requested with postage prepaid to the last known address the person who appears as the Owner on the records of the County Recorder at the time of such mailing.

Section 3. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class community.

Section 4. In the event title to any property is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the property 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 and undertakings chargeable or created under this Declaration against such property ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Property Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or transfers of title to such property ownership.

Section 5. Enforcement of these covenants and restrictions shall be by Declarant, Developer, the Association, or any Owner in a proceeding at law or in equity against any person, persons, Owner or entity, violating or attempting to violate any covenant or restriction, either to restrain a violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by any party entitled to enforce the terms of this Declaration to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All expenses incurred by Declarant, Developer and the Association in connection with such proceedings, including court costs and reasonable attorney's fees, together with interest thereon at the highest rate allowed by law, shall be charged to and assessed against the Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Townhome Lot and may be foreclosed and enforced as

provided by law. The Village shall have the right, but not the obligation to enforce these covenants and restrictions and recover its attorney's fees related to such enforcement. If an Owner is in default in the monthly payment of the aforesaid charges or assessments for thirty (30) days, 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 attorney's 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 Owners' interest in the Townhome 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.

Section 6. Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or quasi-public entity which performs, or may in the future perform, functions similar to those currently performed by such entities, to induce those entities to make, purchase, sell, insure or guarantee first mortgages encumbering any Townhome Lot, (ii) to correct clerical errors in this Declaration or any amendment hereto, and (iii) to make such amendments as may be necessary to accommodate reasonable requests of the Village relating to the provisions hereof. A power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, or make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed with respect to a Townhome Lot shall be deemed to be a grant and acknowledgment of, and consent to the reservations of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments.

Section 7. Dormant SSA. The Declarant and its representatives have consented to the creation of Special Service Area for the purpose of providing a back-up method of providing for the financing, through Special Service Area Tax, of Property Owners' Associations or

Declarants responsibility for maintenance, repairs, reconstruction, replacement, and improvement of the Townhome Common Property, all as set forth in these covenants.

The Village shall have the right, but not be obligated, to form a Special Service Area for all of the property within the Townhome Property. Such Special Service Area shall be for the purpose of enabling the Village to repair, maintain, improve, replace and reconstruct any of the Townhome Common Property which are within or which serve the Development and to pay any costs or expenses relative thereto within the Development if any of the Developer and the Association fail to do so. The Declarant, Developer and the Association will grant to the Village such easements for the aforesaid purposes as may be necessary and convenient, in the opinion of the Village Attorney and Village Engineer, to facilitate such purposes. Such special service area shall be authorized to levy at a maximum rate of three percent (3%) per annum, provided, however, that no levy shall be made by the Village unless a certificate of occupancy has been issued for a building within the Development. In the event the Village elects to form such a Special Service Area, neither the Owners, the Declarant, the Developer, the Association, nor their respective successors or assigns shall oppose the formation of such Special Service Area by petition or otherwise, or any assessments created pursuant thereto.

If the Declarant, Developer or the Association fail or refuse to maintain the Townhome Common Property in accordance with the terms and conditions of this Declaration, then the Village shall so notify and advise the Declarant, Developer or Association in writing. If the Declarant, Developer or Association fail to so maintain the Townhome Common Property within thirty (30) days of receipt of said notice, the Village, its agents and contractors, shall be authorized to enter upon the Townhome Common Property to perform work necessary to repair, maintain, improve, replace and reconstruct the Townhome Common Property. The special tax shall not be levied hereunder and the SSA shall remain "dormant" unless the Village has found that the Developer or the Association have failed to conduct such maintenance, repair, replacement or improvement of the Townhome Common Property after written notice to the Developer or the Association.

Section 8. Invalidation of any one of these covenants or restrictions by judgment or Court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Cedar Pointe LLC, an Illinois Limited Liability Company, has executed this Declaration as of the day and year first above written.

Cedar Pointe LLC, an Illinois limited liability Company.

By: _____

Name: John LaFlamboy

Title: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that John LaFlamboy, 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 she signed and delivered the said instrument 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 Sale this _____ day of _____, 2026.

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

EXHIBIT B

LEGAL DESCRIPTION

EXHIBIT C

LEGAL DESCRIPTION

EXHIBIT D

PUD PLAT

EXHIBIT E

TOWNHOME OWNERS' ASSOCIATION DECLARATION AND BY-LAWS

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 Common Property and Townhome Limited Common Property, Townhome Lots and Townhomes. 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 Townhome Owners and shall reside in the Townhome Property provided, however, that in the event a Townhome 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 Townhome 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 than required by law and at such other times as the Board deems necessary. Meetings of the board shall be open to any Townhome Lot 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 Townhome Property, including but not limited to the Townhome Common Property and the Townhome Limited Common Property;
- (g) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Townhome Property;

(h) to pay for landscaping, gardening, snow removal, painting, cleaning, maintenance, and repair of the Townhome Common Property, and Townhome Limited Common Property, and for maintenance and repair of the Townhome Exteriors in accordance with the provisions set forth in this Declaration and 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 Townhome 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 Townhome Property or any part thereof which may in the opinion of the Board constitute a lien against the Townhome 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) to maintain and repair any Townhome if such maintenance or repair is necessary, in the discretion of the Board, to protect any other portion of the building, and an Owner of any Townhome Lot that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Owner, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair;

(l) the Board or its agent upon reasonable notice may enter any Townhome 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 Townhome Property. Written notice of such rules and regulations shall be given to all Owners and

occupants and the entire Townhome 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 Townhome Lots or other property which has been subjected to the provisions of this Declaration, the Board shall engage the services of an independent agent (which shall be an entity whose principal business the property management, including property for residential developments, and which has been engaged in said business for five or more years) to manage the day-to-day operations of the Townhome 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 taxing 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 Townhome Lot who shall be entitled to vote at any meeting of the Owners. Such Voting Members shall be the Townhome Owner or one of the group composed of all Owners of a Townhome 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 Townhome Lot, and their designee, if any, may be present at any meeting of the Voting Members, but only the Voting Member of the Townhome 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 Townhome Lots, and each Owner shall be entitled to one vote. The Trustee shall designate the Voting Member with respect to any Townhome 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 Townhome 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 Townhome 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 Townhome Owners, except as otherwise provided for in the Declaration.

ARTICLE IV ASSESSMENTS-MAINTENANCE FUND

1. **Estimated Annual Budget and Assessments.** Each year on or before November 1, the Board shall estimate the total amount necessary to pay the cost of all Townhome 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 Townhome 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 Townhome 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 Townhome Common Property and the Townhome Limited Common Property 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 Townhome 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 I 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 Townhome 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 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 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 Townhome 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 Townhome Lot. Any person who takes title to such Townhome 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 Townhome 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 Townhome Lot who obtains title.