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CONDITIONS, COVENANTS, RESTRICTIONS,
RESERVATIONS, GRANTS AND EASEMENTS
AFFECTING THE PROPERTY KNOWN AS
THREE LAKES,
ST. CHARLES TOWNSHIP, KANE COUNTY, ILLINOIS

ARTICLE I

GENERAL PURPOSES - DECLARATION

Section 1. GENERAL PURPOSES. This Declaration is made by George E. Fleming, the Developer of certain property located in St. Charles Township, Kane County, Illinois (hereinafter referred to either as "Developer" or "Declarant"), who desires to create thereon a Planned Community Development.

Section 2. DECLARATION. The Declarant desires to provide adequately for a Planned Community Development of the highest quality and character by establishing uniform building restrictions and protective covenants for the use and occupancy of real property described in Exhibit "A", which is attached hereto and made a part hereof, as follows:

(A) For the purpose of securing an attractive, harmonious Planned Community Development that will have continuing appeal, the Declarant shall appoint a Design Review Committee to review the construction plans and specifications showing the nature, kind, shape, height, material and color scheme of all principal and accessory structures.

(B) In order to preserve and enhance the values of the Planned Community Development, the Declarant has deemed it desirable to create an entity to which is hereby delegated and assigned the powers of maintaining and administering the Planned Community Development and the facilities and improvements thereon, and enforcing the covenants, conditions and restrictions contained herein, and collecting and disbursing the assessments and charges

hereinafter created. For that purpose and others not in conflict with the Declaration, the Declarant will cause to be incorporated an Illinois general not-for-profit corporation to be known as Three Lakes Homeowners' Association, Inc.

(C) The Developer and his successors and assigns, in accordance with the Developer's General Development Plan for the Properties, at its option, shall have the right to subject to this Declaration any part or all of the additional properties described in Exhibit "B" which is attached hereto and made a part hereof.

NOW, THEREFORE, the Declarant hereby declares that the said real estate and any additions thereto which may hereafter be made pursuant to the terms hereof, shall be conveyed by the Declarant and occupied and used by the grantees of the Declarant, and their successors and assigns, subject to the covenants, restrictions, easements, charges and liens, sometimes hereinafter collectively referred to as "Covenants, Conditions, and Restrictions", hereinafter set forth. The provisions of the Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other lots; to create privity of contract and estate between the grantee of all such lots, their heirs, successors and assigns and to operate as covenants running with the land for the benefit of all such lots for the present and in the future.

ARTICLE II

DEFINITIONS

The following words and terms, when used in this Declaration or any supplemental declaration (unless the contract shall prohibit), shall have the following meanings:

1. ASSOCIATION shall mean and refer to the "Three Lakes Homeowners' Association, Inc.", and its successors and assigns.
2. COMMITTEE shall mean the Design Review Committee.
3. CONTRACT PURCHASER shall mean any person(s) or entity that purchases a lot by way of an installment sales contract.

4. DEVELOPER shall mean the Declarant, the beneficiary thereof, and any assignee of Declarant.

5. DWELLING shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

6. ACCESSORY DWELLING OR OUT-BUILDING shall mean a subordinate building or a portion of a Dwelling, the use of which is customarily incidental and accessory to the principal use of the Dwelling.

7. DWELLING LOT shall mean any lot intended for improvement with a Dwelling.

8. EXISTING PROPERTIES shall mean and refer to the existing Properties as defined in Article I, Section 2-C.

9. LIVING AREA shall mean those portions of a Dwelling which are enclosed and customarily used for dwelling purposes and having not less than eight (8) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports, basements (including "walk-out" lower levels), or accessory dwelling buildings.

10. LOT shall mean any parcel of land described by a number upon any recorded subdivision plat of the Properties, but shall not include any parcel designated therein as a "Tract".

11. MEMBER shall mean all owners who are members as hereinafter provided.

12. OWNER shall mean the record owner (whether one or more persons or entities), of a fee or undivided fee interest or having an interest in real estate as a contract purchaser of any lot or living unit, situated upon the Properties but shall not include any such person or entity who holds such interest merely as a security for performance of an obligation.

13. 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 together with his or their domestic servants, maintaining a common household in a dwelling.

14. STORY shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and ceiling next above.

15. STRUCTURE shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a more or less permanent location on or in the ground. All fences or signs or other advertising devices, attached or projecting, shall be construed to be a separate structure.

ARTICLE III

DESIGN REVIEW

Section 1. OBJECTIVES. The Developer's objectives are:

To carry out the General Purposes as expressed in this Declaration and to assure a development of a distinctively high quality; To insure that Three Lakes is a community in which all lots effectively implement energy efficient features making Three Lakes one of the more desirable areas in which to live in Kane County, Illinois; To encourage design features and the use of quality materials conducive to energy conservation which preserve and protect the value of all Dwellings in Three Lakes; To assure that any improvements or changes in the Properties will be in harmony with the natural beauty of the area.

Section 2. MATTERS REQUIRING APPROVAL. Prior written

approval shall be obtained from the Developer with respect to all matters stated in this Declaration as requiring approval. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to submittal of final architectural drawings and specifications for final review. No building, fence, wall, driveway access, or other principal or accessory structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind,

shape, elevations, heights, materials, color, location, grade, proposed landscaping, and site clearing or preparation have been submitted to and approved in writing by the Design Review Committee.

Section 3. PROCEDURE. Whenever approval is required by the Design Review Committee, appropriate architectural plans, including a site layout, landscaping plan, and specifications shall be submitted to the Design Review Committee and they shall either approve or disapprove such design, location, proposed construction and site clearing and preparation activities within thirty (30) days after said plans and specifications have been submitted to it; except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Design Review Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious, subjective, unreasonable reasons. If such plans and specifications are neither approved or disapproved within thirty (30) days after submission, approval shall be deemed to have been given and this article fully complied with.

Section 4. NON-LIABILITY FOR APPROVAL OF PLANS. Plans and specifications shall be approved by the Design Review Committee as to style, exterior design, appearance, and location, but such approval shall not constitute approval for engineering design, or for compliance with zoning and building ordinances. By approving such plans and specifications, neither the Design Review Committee, the members thereof, the Developer or Declarant, nor any professional consultant engaged by the Design Review Committee, assumes any liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications. Neither the Design Review Committee, any member thereof, nor the Developer or Declarant shall be liable to any

owner or other person for any damage, loss or prejudice suffered or claimed on account of (a) the approval or disapproval of any plans, drawings and specifications, whether or not defective, (b) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications, (c) the development or manner of development of any property within Three Lakes, or (d) the execution and filing of an estoppel certificate pursuant to the Design Guidelines, whether or not the facts therein are correct, provided, however, that such action, with the actual knowledge possessed by such party, was taken in good faith. Approval of plans and specifications by the Design Review Committee is not, and shall not be deemed to be the representation or warranty that said plans or specifications comply with applicable governmental ordinances or regulations, including but not limited to zoning ordinances and building codes.

Section 5. ASSIGNABILITY. The functions of the Design Review Committee under this Article may be assignable at the sole discretion of the Design Review Committee.

ARTICLE IV

PROTECTIVE COVENANTS

On and after the date hereof, title to the property legally described on Exhibit "A" shall be subject to the following covenants which shall run with the land and which are protective covenants applicable to all of the property in Phase II of Three Lakes Planned Community Development in St. Charles Township, Kane County, Illinois. No principal building or other accessory structure shall be erected, moved to and on, altered or permitted to remain on any lot within said Development which does not comply with the following restrictions:

Section 1. LAND USE-SINGLE FAMILY RESIDENTIAL. The existing properties (and any future phases of Three Lakes) shall be used only as Residential Dwelling Lots for a single family residence with attached garage. Each dwelling shall be designed or erected for occupation by a single private family for the sole use of the

owner family. No home occupation or profession shall be conducted on any lot.

Section 2. SUBDIVISION OF LOTS. No lot shall be subdivided or resubdivided to create smaller development lots. No more than one such family Residential Dwelling with attached garage shall be built on any said lot. This restriction shall not prevent a purchaser of two (2) or more contiguous lots from building a dwelling on more than one adjoining platted lot or two (2) dwellings on three (3) or more adjoining platted lots as shown on the development plat.

Section 3. LOCATION OF STRUCTURE ON LOT. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore, reserves the right to establish setback lines on a lot-by-lot basis. No three (3) dwellings on contiguous lots located on the same street shall have the same setback. The minimum setback from any front lot line shall be forty (40) feet or 10% of the width of the lot at the setback line, whichever is greater, except where a greater setback line may be shown on the recorded plat of subdivision. The minimum setback from any side lot lines shall be twenty (20) feet. The minimum setback from any rear lot line shall be forty (40) feet.

Section 4. QUALITY OF STRUCTURE. It is the intent and purpose of these covenants to insure that all structures shall be of high quality of design, workmanship and materials, and that they shall be compatible and harmonious with the natural setting of the area and other structures within the Development. It is further the intent that structures of repetitious design or design

characteristics, especially in the same vicinity of other similarly designed structures, shall be discouraged. The foregoing shall be determined at the sole discretion of the developer and/or the Design Review Committee. All structures shall be constructed in accord with applicable building codes and with more restrictive standards which may be required by the Developer and the Design Review Committee. Metal and plastic siding shall not be used on any structure. An all brick or masonry facade or front, with the other three sides of a different material, is generally not acceptable unless approved by the Design Review Committee as an exception in the instances where it is deemed unobtrusive.

Section 5. SIZE OF STRUCTURE. No structure shall be altered or placed which is more than three (3) stories or thirty-five (35) feet in height, whichever is lesser. Chimneys and ornamental architectural projections shall not be included in calculating the height. The ground floor area of the dwelling, exclusive of attached garage, and/or open porches shall be:

(A) For one-story dwellings not less than 2,400 square feet;

(B) For dwellings of more than one story, not less than 2,800 square feet with 1,400 square feet on the first floor;

All garages shall be attached to the dwelling and shall be constructed at the same time as the Residence Dwelling. There shall be no less than a three- (3) car garage nor more than a four- (4) car garage. Garage doors shall not face the street unless approved by Design Review Committee as an exception.

Section 6. TEMPORARY STRUCTURES. No trailer, tent, garage or basement shall be used at any time for a Residence either temporarily or permanently. Any mobile home, mobile or stationary trailer, commercial vehicle, recreational van/vehicle, truck, camper, boat or snowmobile must be kept within an enclosed garage.

Section 7. NUISANCES. No noxious or offensive activity shall be carried on, in or upon any dwelling lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. No noxious or offensive plant or seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any lot.

Section 8. FENCES. No fencing will be allowed on any dwelling lot, except a fence for a tennis court and for swimming pools. Fencing for a tennis court must be approved by the Design Review Committee and security fencing for swimming pools shall be a see-through material no more than six (6) feet in height, shielded by approved landscape material. No wall, fence, hedge or shrubbery, which unreasonably restricts the view and impairs the openness of Three Lakes shall be constructed on any lot.

Section 9. LOT APPEARANCE. No Owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Natural growth shall be kept trim and neat. Garbage shall be placed in receptacles provided therefor, and if outside, shall be properly screened. Fuel tanks shall be underground. Tarpaulins and similar covering materials are prohibited. Within one year of the date of occupancy of any of the residences constructed on the premises of any lot, all driveway and turn-around areas shall be finished with concrete, asphalt, blacktopping or other similar all-weather, clean, dust-free material. Fireplace wood shall be stored in a neat and orderly fashion and be shielded from view with appropriate foliage.

Section 10. GARDENS. Except as otherwise approved by the Declarant, no garden of any type, whether for the production or maintenance of shrubs, landscape plantings (other than decorative flower beds), or foods are permitted, with the exception that one (1) garden of a dimension not larger than one thousand two-hundred

(1,200) square feet shall be permitted on each lot, and it shall not be placed between the house and the street. All lawns, gardens and other landscaped planting shall be kept reasonably free of weeds and maintained in a reasonable fashion.

Section 11. SWIMMING POOLS. Swimming pools above ground level are expressly prohibited.

Section 12. FIRES. Other than barbecues, in properly constructed barbecue pits or grills, and firepits, no open fires shall be permitted on a lot, nor shall any other similar activity or condition be permitted which would tend to increase insurance rates for other owners. There shall be no open burning of refuse or building materials by an owner or his contractor.

Section 13. LETTER AND DELIVERY BOXES. The Developer reserves the right to establish a standard mail box design.

Section 14. ANIMALS. No animals, including horses or other domestic farm animals, fowl or reptiles of any kind may be kept, bred or maintained on any lot, except for commonly accepted household pets, to be maintained and limited in number to two (2) per species. No animals shall be kept, bred or raised within the Development for commercial purposes. In no event shall any domestic pet be allowed to run free away from its Owner's lot, without a leash or so as to create a nuisance. There shall be no dog kennels or other animal shelters. Dog runs must be submitted to and approved by the Design Review Committee.

Section 15. RADIO AND TELEVISION RECEIVERS. Radio or Television transmission or receiving towers, antennae, receivers or reception dishes are not permitted, except within the interior portion of a dwelling.

Section 16. UNDERGROUND WIRING. No above ground electrical or communication wires or cables are permitted other than within dwellings. All necessary and approved conduits and cables will be placed and maintained underground.

Section 17. HABITUAL PARKING. There shall be no parking on any street within the Community between the hours of 2:00 A.M. and 6:00 A.M. without the permission of the Association. Habitual parking on roadways is not permitted.

Section 18. EASEMENTS RESERVED WITH RESPECT TO LOTS. Utility easements are as shown on the recorded plat of the properties, except that if any plat fails to establish easements for such purpose, a ten (10) foot wide easement for utility and drainage is hereby reserved along all side lot lines; a fifteen (15) foot wide easement for utility and drainage is hereby reserved along all rear lot lines for lots that abut another lot along such rear line; a twenty (20) foot wide easement is hereby reserved for utility and drainage along all front lot lines and rear lot lines for lots that abut neighboring properties that are not part of Three Lakes. All owners shall be responsible for proper care and maintenance of parkways located between their lot lines and edges of street pavements on which said lot faces.

Section 19. COMPLETION OF CONSTRUCTION. The construction of any dwelling shall be substantially completed within one (1) year from commencement of construction, except that such period, with the Design Review Committee's approval, may be extended for a reasonable time by reason of acts of God, labor disputes or other matters beyond the Owner's control.

Section 20. NATURAL DRAINAGE WAYS. No owner shall erect, construct, maintain, permit or allow any fence, dam, barrier, or other improvements or obstructions which would interrupt normal drainage on the property or within any area designated on a plat or other recorded document as a "drainage easement". Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, an owner may, with the prior written approval of the Design Review Committee or its successors or assigns, take such steps as shall be necessary to remedy such condition, provided, however, that no

alterations or diversions of such natural water flow proposed by Owner shall be inconsistent with applicable provisions of the Illinois Revised Statutes causing damage to other property, either inside or outside the properties. In addition, an owner shall not take any action which shall in any way obstruct, alter or otherwise interfere with drainage easements established by the Developer for the benefit of the properties.

ARTICLE V

THREE LAKES HOMEOWNERS' ASSOCIATION

Section 1. CREATION AND PURPOSES. At any time prior to the sale of all lots in Three Lakes, the Developer shall form an Illinois General Not-For-Profit Corporation to be known as the "THREE LAKES HOMEOWNERS' ASSOCIATION, INC.". Its stated purpose shall be to serve as the governing body for all of the owners for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Project, the assessment of expenses, payment of losses and other matters as provided in this Declaration, the Articles, By-Laws, Association Rules or Design Guidelines. The Association shall cooperate with the Developer and assist with the enforcement of the high standards established for property in Three Lakes under this Declaration, and the Association shall insure the provision of certain services and facilities of common benefit to all or the majority of lot owners and, in general, to maintain and promote the desired character of Three Lakes.

Section 2. MEMBERSHIP IN THE ASSOCIATION. Every person or entity, who is a record owner of the fee, or the undivided fee interest in any lot or living unit which is subject to the covenants of record shall be a member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

Section 3. VOTING RIGHTS. The Association shall have two (2) classes of voting membership:

CLASS A: Class A members shall be all those owners as defined in Section 2 with the exception of the Developer. Class A members shall be entitled to one vote for each lot in which they hold the interest required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they determine among themselves, but in no event shall more than one vote be cast with respect to any such lot.

CLASS B: The Developer shall be the only Class B member. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership, provided that the Class B membership shall cease and become converted to Class A membership on the happening when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership. Future phases or units of Three Lakes shall accrue additional Class B membership for the Developer.

Section 4. TERMINATION OF MEMBERSHIP IN THE ASSOCIATION. Membership in the Association shall automatically terminate upon the sale, transfer or other disposition of a member's title interest in any lot, at which time the new owner of such title interest shall automatically become a member thereof; provided, however, that such termination shall not relieve or release any former owner from any liability or obligations incurred under or in any way connected with the Association during the period of such former Owner's membership in the Association. Furthermore, such termination shall not impair any rights or remedies which the Board, the Association, or others may have against such former owner and member arising out of or in any way connected with such ownership.

Section 5. POWERS OF THE ASSOCIATION. The Association shall have the following powers:

(A) To the extent such services are not provided by any governmental body: To maintain entrance ways including gates,

signs or other ornamental structures, center islands of cul-de-sacs and any other common ground, including but not limited to, Common Properties, accepted by the Association in Three Lakes.

(B) To mow, care for and maintain vacant or improved property, remove rubbish from same, to do any other things necessary or desirable in the judgment of the officers of the Association to keep all private property and all parkways in front of any Property in Three Lakes, neat in appearance and in good order. Accompanying this authority will be the right to make and collect reasonable charges from the Owners of such property and the right to place a lien or liens against such property or properties as a remedy.

(C) To make such improvements to the entrance ways, center islands of cul-de-sacs, and any other common ground in Three Lakes and provide such other facilities and services as may be authorized from time to time by the affirmative vote of the majority of the Members of the Association acting in accordance with its By-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping Three Lakes a highly desirable and quality residential community.

(D) To make other rules and regulations with respect to the properties as it may determine.

Section 6. METHOD OF PROVIDING GENERAL FUNDS.

(A) The Association shall have the power to levy a reasonable annual assessment uniformly against each lot. In addition to an annual assessment, the Association may levy in any assessment year, a special assessment applicable to that year for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of capital improvements including, but not limited to: walks, roads and paths, if any, upon the common properties.

(B) In the event of failure of any Owner to pay an assessment on or before thirty (30) days following due date and following proper notice to such owner of such assessment, said

assessment shall become delinquent and shall bear interest at a rate equal to two (2%) percent over the prime rate then being charged by the Continental Illinois National Bank and Trust Company of Chicago, Chicago, Illinois, from the due date thereof to the date of payment of both principal and interest, and said assessment may thereafter be enforced against the owner personally. The Association may, at its discretion, file Certificates of Non-Payment of Assessments in the Office of the Recorder of Deeds whenever such assessments are delinquent, which certificates shall become a lien on such lot(s). The Association shall be entitled to collect from the owner or owners of the real property described therein an additional reasonable fee and reasonable attorney's fees, which fees are hereby declared to be in addition to the lien upon the lot(s) so described in said Certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof.

(C) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said lot(s) prior to the effective dates of such liens.

(D) Such liens shall continue until paid, unless within such time a suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the lot(s) under execution of the judgment of the suit.

Section 7. PROCEDURE FOR AMENDMENTS. This Article may be amended at any time by the written consent of the members of the Association who own, legally or beneficially, a three-quarter (3/4) majority of both Class A and Class B members, if any, of the lots in Three Lakes.

Section 8. EXEMPT PROPERTY. The following property, which is subject to this Declaration, shall be exempt from the assessments, charges and liens created herein; all property to the extent of any easement or interest therein dedicated and accepted by a local public authority and devoted to public use; all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption; and all property or lots owned by declarant except his personal residence.

Section 9. POWERS OF DECLARANT. Until such time as the Association is formed as aforesaid, Declarant shall have all the powers of the Association specified in this Article.

ARTICLE VI

EXEMPTION OF DECLARANT AND THE DEVELOPER FROM RESTRICTIONS

Notwithstanding anything contained in this Declaration to the contrary, none of the restrictions contained in this Declaration shall be construed or deemed to limit or prohibit any act of Declarant, or the Developer, its employees, agents and the subcontractors, or parties designated by it in connection with the construction, completion or sale of the lots, or the property.

ARTICLE VII

GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association or the owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this declaration is recorded with the Kane County Recorder, after which time the said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument, signed by the then owners of the majority of the lots within the existing properties, has been recorded,

agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement of change shall be effective unless made and recorded one (1) year in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every lot owner at least ninety (90) days in advance of any such action taken.

Section 2. ENFORCEMENT. Enforcement of these covenants and restrictions and/or any provisions contained in this Declaration or in the Design Guidelines shall be by a proceeding at law or in equity against any person or any entity violating or attempting to violate any covenant or restriction and/or any provision contained in this Declaration or in the Design Guidelines. Such action may be to restrain or enjoin such violation, or to recover damages, or may be against the land to enforce any lien created by these covenants and restrictions. Should the developer or the Association employ legal counsel to enforce any covenant or restriction and/or any provision contained in this Declaration or in the Design Guidelines, or to prosecute the violation or the attempt to violate any Covenant or Restriction, and/or any provision contained in this declaration or in the Design Guidelines, then all costs incurred by Developer or the Association by reason of such enforcement or prosecution, including reasonable attorneys' fees and expenses, shall be recoverable against and shall be paid by the person or entity against whom such enforcement or prosecution is brought. Developer and the Association shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or the Association, or the owners of any land subject to this Declaration, in exercising any right, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue to nor

shall any action be brought or maintained by anyone against the Developer or the Association for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction and/or any provision contained in this Declaration or in the Design Guidelines, or for imposing any Covenant or Restriction and/or any provision contained in this Declaration or in the Design Guidelines which may be unenforceable by the Developer or the Association.

Section 3. NOTICES. Any notice sent or required to be sent to any member or lot owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as a member or lot owner on the records of the Developer or the Association at the time of the mailing. Any notice sent or required to be sent to the Developer under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the Developer.

Section 4. MODIFICATION. By recorded supplemental declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of twenty (20) years from the date hereof, provided that the Developer shall not substantially alter the intent of this Declaration or of any succeeding supplemental declaration.

Section 5. SEVERABILITY. Invalidation of any one or more of these covenants or restrictions and/or any provision contained in this Declaration or in the Design Guidelines by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. OCCUPANTS. All of the obligations, liabilities, restrictions, and covenants imposed upon Owners hereunder shall also be applicable to and imposed upon all persons occupying any lot who are not owners, other than the Developer.

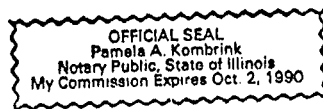
Section 7. DEEDS. Each Owner and Contract Purchaser under an Installment Sale Contract accepts such conveyance subject to the restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, as though same were recited at length in such deed or Installment Sale Contract.

IN WITNESS WHEREOF, Declarant has caused the foregoing instrument to be executed on the 30th day of MARCH, 1989.

BY: Irene F. Fleming
Irene F. FLEMING

BY: George E. Fleming
George E. Fleming

Subscribed and sworn to before me this 30th day of March, 1989.



Pamela A. Kombrink
Notary Public

This instrument was prepared by:

George E. Fleming, 38W480 Silver Glen Road, St. Charles, IL 60175