

**Declarations of Covenants, Conditions, Restrictions and
Grants of Easements as of 4/1/02**

Article I

Purpose

This Declaration is recorded to protect and preserve the distinctive characteristics and qualities of the Property through site planning, architectural review, and the use of architectural and landscaping treatments. Declarant further deems it necessary and desirable to provide for the care, management and maintenance of certain Common Areas (as defined herein), the Detention and Retention Easement (as defined herein), the Wetlands Easement (as defined herein), the 10 Foot Wetlands Enhancement Area Easement (as defined herein), the Natural Area Easement (as defined herein), the 3' Drainage Easement (as defined herein), the Fence Easement (as defined herein), and the Storm Water Facilities (as defined herein) and certain other areas and improvements within the Property. This Declaration shall also provide for the administration and enforcement of these Covenants, Conditions, Restrictions and Grants of Easements and to provide for the collection and disbursement of all necessary assessments or charges to insure proper use and maintenance of the Property, all having as their objective the preservation of the qualities of a superior single family residential community.

Notice is hereby given that, by this Declaration, Declarant does not intend to contradict, amend or alter the terms of the Plat of Subdivision (as defined herein), the Annexation Agreement (as defined herein), any ordinance or regulation of the Village, or any other covenants, conditions or restrictions affecting the Property. Any party intending to acquire any interest in the Property should perform independent

investigation and review of the Plat of Subdivision, Annexation Agreement, all relevant ordinances, regulations, and all other applicable covenants, conditions and restrictions.

Article II Definitions

The following words, when used in this Declaration, shall have the following meanings:

Annexation Agreement: That certain agreement entered into between the Declarant, the Developer, the Village and certain other parties setting forth the terms and conditions upon which the Property was incorporated into and zoned by the Village, and dated June 19, 1997 and recorded in the Office of the Recorder of Deeds in DuPage County on June 26, 1997 as Document No. R97-092375, and any subsequent amendments thereto.

Association: "The Madison Club Homeowners Association," an Illinois not-for-profit corporation established pursuant to Articles of Incorporation.

Articles of Incorporation: The Articles of Incorporation for the Association filed with the Secretary of the State of Illinois, a true and correct copy of which is attached hereto as Exhibit "B", [Not included in this directory] and any subsequent amendments thereto.

Board: The Board of Directors of the Association.

By-Laws: The By-Laws authorized and approved by the Board of the Association, a true and correct copy of which is attached hereto as Exhibit "C" and all the subsequent amendments thereto.

Committee: The Architectural Review Committee established pursuant to Article V hereof.

Common Areas: Those areas of land within the Property owned by the Association in fee simple and which are not part of any Lot but which are intended for the common use or benefit of the Lot Owners and occupants of any Lot from time to time.

The Common Areas of the date of this Declaration consist of Outlot A (Pond), Outlot B (Pond), Outlot C (Park) and Outlot D (Park).

Common Expenses: The cost and expenses incurred by the Association in connection with the maintenance, repair and/or improvement of (i) the Common Areas, (ii) the Detention and Retention Easement, (iii) the Natural Area Easement, (iv) the Wetlands Easement, (v) the 10 Foot Wetlands Enhancement Area Easement, (vi) the Storm Water Facilities, (vii) the 3' Drainage Easement, (viii) the unpaved portions of any dedicated street rights of way located within the Property, including all cul-de-sac islands, (ix) the landscaping and architectural treatments to the "False Bridge," separating Outlot A (Pond) and Outlot B (Pond), (x) the culvert located under the False Bridge, (xi) the Fence Easement, (xii) all subdivision entry features including the subdivision fence, sign, landscaping, monuments, and paving improvements and (xiii) any other areas within the Property which the Association is obligated to maintain pursuant to the Annexation Agreement or the Plat of Subdivision or which the Association elects to maintain for the benefit of all Lot Owners, and any costs or expenses, including attorney fees, incurred by the Association (i) to the Village and/or DCDEC as a result of any right granted to the Village and/or DCDEC under any provision of the Annexation Agreement, the Plat of Subdivision and/or this

Declaration (ii) in connection with obligations, if any, under the Pond Maintenance Agreement and (iii) in connection with the operation and management of the Association.

DEDEC: DuPage County Department of Environmental Concerns and its successors.

Declarant: Harris Bank Hinsdale, N.A., Trustee under Trust Agreement dated April 25, 1997 and known as Trust No.L3601.

Declaration: This Declaration of Covenants, Conditions, Restrictions and Grants of Easements.

Developer: Justema/Mallek Development, Inc., an Illinois corporation.

Fence Easement: The easements created and granted pursuant to the Plat of Subdivision in and to the portion of Lot 1 and Lot 36 designated as "Restricted Access Easement and Fence Easement" on the Plat of Subdivision.

Lots: Collectively, Lots 1-37 as designated on the Plat of Subdivision.

Lot: Individually, any one of the Lots 1-37 as designated on the Plat of Subdivision.

Outlot A (Pond): The portion of the Property designated on the Plat of Subdivision as "Outlot A (Pond)."

Outlot B (Pond): The portion of the Property designated on the Plat of Subdivision as "Outlot B (Pond)."

Outlot C (Park): The portion of the Property designated on the Plat of Subdivision as "Outlot C (Park)."

Outlot D (Park): The portion of the Property designated on the Plat of Subdivision as "Outlot D (Park)."

Plat of Subdivision: That certain Plat of Subdivision recorded in the Office of the Recorder of Deeds in DuPage County, Illinois on the _____ day of _____, 1998 as Document No. R98-074898.

Detention and Retention Easement: The easements created and granted pursuant to the Plat of Subdivision in and to the portion of Lots, 1,2,3,4,5,6,7,8,29,30,31,32,33,34,35,36 and 37 which extends from the common boundary of such Lots and Outlot A (Pond) and/or Outlot B (Pond) to the dashed lines on the Plat of Subdivision marked "Proposed Edge of Water at Normal Water Elevation 706.0" and designated on the Plat of Subdivision as "Detention and Retention Easement."

Pond Maintenance Agreement: Any future agreement entered into between and among the Association, the Developer and the adjoining landowner to the north setting forth terms and conditions under which Outlot A (Pond) and ponds on the real property to the north of the Property owned by such adjoining landowner will be jointly improved, managed and/or maintained.

Ponds: All portions of the Property designated on the Plat of Subdivision as Outlot A (Pond) and Outlot B (Pond) plus all portions of all Lots subject to and situated within the Detention and Retention Easement.

Natural Area Easement: The easements created and granted pursuant to the Plat of Subdivision in and to the portion of any Lot designated on the Plat of Subdivision as "Natural Area Easement."

Property: The real property legally described as the Southeast Quarter of the Southeast Quarter of Section 35, Township 38 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois.

Lot Owner: The record owner of fee simple title to any Lot including the Declarant.

Restricted Access Easement: The easements created and granted pursuant to the Plat of Subdivision and to the portions of Lot 1 and Lot 36 designated on the Plat of Subdivision as "Restricted Access Easement and Fence Easement."

Storm Water Facilities: The storm water system serving the Property, whether situated within the Common Areas or within any Lot, including, but not limited to, conduits, catch basins, inlets, inlet leads, catch basin leads, drainage easements, Outlot A (Pond), Outlot B (Pond), Outlot C (Park), Outlot D (Park), the Detention and Retention Easement, the Natural Area Easement, the Wetlands Easement, the 10 Foot Wetlands Enhancement Area Easement, detention basins, retention ponds, and the immediately adjacent table land to such basins and ponds. Storm Water Facilities shall not include the 3' Drainage Easement, or any storm water collecting sewers and facilities within a Lot, the primary purpose of which is to serve such Lot, or any storm water facilities located within a public right-of-way.

Storm Water Drainage, Detention and Retention

Restrictions and Easement: The easements in and to, and the restrictions on, all Storm Water Facilities created and granted pursuant to the Plat of the Subdivision.

Village: The Village of Burr Ridge, an Illinois municipal corporation, and its successors.

Village Forester: That individual, designated from time to time by the Village, with authority for the administration of the covenants and restrictions contained herein or in the Annexation Agreement regarding landscaping and authority for the preservation of landscaping within the Property or on any of the Lots under the Annexation Agreement.

Wetlands Easement: The easements created and granted pursuant to the Plat of Subdivision marked "Proposed Edge of Water at Normal Water Elevation 706.0" to the dashed lines on the Plat of Subdivision marked "Limits of Wetlands as Delineated by Conservation Design Forum, Inc." and designated on the Plat of Subdivision as "Wetlands Easement."

10 Foot Wetlands Enhancement Area Easement: The easements in and to the portion of any Lot designated on the Plat of Subdivision as "10 Foot Wetlands Enhancement Area Easement" created and granted pursuant to the Plat of Subdivision.

3'Drainage Easement: The easements created and granted pursuant to the Plat of Subdivision in and to the portion of Lots 4,5,6,7,8,9,29,30,31,32 and 33 designated on the Plat of Subdivision as "3'Drainage Easement."

Article III
The Madison Club Homeowners Association

3.1 Establishment of Association. Declarant has established the Madison Club Homeowners Association, a not-for-profit Illinois corporation, pursuant to the Articles of Incorporation. The Association has also authorized and approved Bylaws.

3.2 Members. The persons and/or entities described in Article V of the Articles of Incorporation shall be members of the Association (the "Members") and by virtue of such membership shall be entitled to the rights of Members and shall be subject to all duties and obligations imposed on Members under the Articles of Incorporation and Bylaws.

3.3 Compliance with Provisions of Annexation Agreement, Plat of Subdivision, Declaration, Articles of Incorporation and Bylaws. Each Member shall comply strictly with the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association, and the decisions and resolutions of the Association adopted pursuant thereto as the same may be lawfully amended from time to time. Each Member shall further comply strictly with all terms and conditions of the Plat of Subdivision and Annexation Agreement relating to the obligations of a Lot Owner. Failure and refusal after written notice to comply with any of the same shall be grounds for an action to recover sums due, for damages or injunctive relief or both, for reimbursement of all attorney's fee incurred in connection therewith and interest on all such amounts at the highest lawful rate, which action shall be maintainable by the Declarant, the Board of Directors in the name of the Association on behalf of the Members or by an aggrieved Member. Under the

Annexation Agreement, the Village also has the right, but not the duty, to enforce the terms of the Annexation Agreement and those provisions granting rights to the Village set forth in this Declaration against any Lot Owner, individually, all Lot Owners collectively and/or the Association.

3.4 Assessment for Common Expenses. All Owners shall be obligated to pay the assessments imposed by the Board of Directors of the Association from time to time to satisfy and defray the Common Expenses for periods from and after the date hereof. The total amount of the estimated funds required from assessments to meet the Common Expenses shall be set forth in an annual budget adopted by the Board of Directors of the Association and shall be assessed against each Member as follows:

- (a) Each Lot, including any Lot owned by Declarant, shall be assessed a fraction of the Common Expenses obtained by dividing one (1), i.e., one Lot, by the total number of Lots then under this Declaration at the time of such assessment.
- (b) If, and only if, the assessment set forth in (a) above is not sufficient to satisfy the Common Expenses, the Declarant shall, until the earlier of (i) December 31, 1999 or (ii) the date on which not less than 28 Lots are owned by persons other than Declarant (the "Subsidy Period"), pay to the Association monthly in advance, the difference between the Common Expenses and the assessments levied under (a) above. From and after the end of the Subsidy Period, Declarant shall have no obligation to the Association except with respect to assessments levied under (a) above.

Assessments may be rounded to the nearest dollar amount.

3.5 Special Assessments. All Owners shall be obligated to pay any assessments imposed by the Board of Directors of the Association from time to time to satisfy any obligations of the association or any Lot Owner to reimburse the Village and/or DCDEC for costs and expenses, including attorney's fee, incurred by Village in enforcing the terms of the Annexation Agreement and/or incurred by the Village and/or DCDEC in enforcing any of the rights granted to the Village and/or DCDEC in the Plat of Subdivision and/or in this Declaration for periods from and After the date hereof (the "Special Expenses.") The total amount of the funds required from assessments to meet the Special Expenses shall be set forth in a resolution adopted by the Board of Directors of the Association and shall be assessed against each Member as follows:

- (a) Each Lot, including any Lot owned by Declarant, shall be assessed a fraction of the Special Expenses obtained by dividing one (1), i.e., one Lot., by the total number of Lots then subject to assessment under this Declaration at the time of such assessment;

3.6 Assessment Lien. (a) All sums assessed but unpaid under Sections 3.4 or 3.5 chargeable to any Lot shall constitute a lien on such Lot in favor of and for the benefit of Association superior to all other liens and encumbrances, except only for (i) tax and special assessment liens on the Lot or in favor of any assessing agency, (ii) all sums unpaid on a note secured by a valid mortgage of record, including all unpaid obligatory sums as may be provided by such encumbrance. The lien shall be a covenant running with the property, and in the event an Owner fails to make a timely payment of any assessment,

the Board of Directors shall prepare a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the name of the Owner and a description of the Lot. Such a notice shall be signed by one of the Board of Directors or by one of the officers of the Association and shall be recorded in the Office of the Recorder of Deeds of DuPage County, Illinois. Such lien shall attach from the date of recording of this Declaration. Such lien may be enforced by the foreclosure of the defaulting Owner's Lot by the Association in like manner as a mortgage on real property subsequent to the recording of a notice or claim thereof. In any such proceedings the Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the assessment notice, and in the event of foreclosure proceedings, the additional costs and all expenses and attorney's fees incurred. Said costs, expenses and attorney's fees shall likewise constitute a lien on such Lot or of equal priority to the lien aforesaid and superior to all other liens and encumbrances, except only for (i) tax and special assessment liens on the Lot in favor of any assessing agency, and (ii) all sums unpaid on a note secured by a valid mortgage of record including all unpaid obligatory sums as may be provided by such encumbrance. The Owner of the Lot being foreclosed shall be required to pay to the Association any assessments for the Lot during the period of foreclosure, and the Association shall be entitled to a receiver to collect the same. The Association shall have the power to bid on the Lot at foreclosure or other legal sale and to acquire and hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. Any mortgagee holding a lien on the Lot (who has provided written notice to Association of the existence of such lien) shall be given notice of any default not cured within thirty (30) days of default and notice of foreclosure proceedings. Any mortgagee holding a lien on

the Lot may pay, but shall not be required to pay, any unpaid assessments payable with respect to such Lot.

- (b) In the event the Association and/or any Lot owner fails to reimburse the Village for any costs and expenses, including attorneys fees, incurred by Village in enforcing the terms of the Annexation Agreement and/or fails to reimburse Village and/or DCDEC for any costs and expenses, including attorneys fees incurred by Village and/or DCDEC in enforcing the rights granted to the Village and/or DCDEC in the Plat of Subdivision and/or in this Declaration ("Reimbursable Costs"), all such Reimbursable Costs shall constitute a lien on (i) the Common Areas and each and every Lot if the Reimbursable Costs relate to an obligation of Association or (ii) on the affected Lot if the Reimbursable Costs relate to an obligation of a specific Lot Owner, in either case, in favor and for the benefit of Village and/or DCDEC superior to all other liens and encumbrances, except only for (i) tax and special assessment liens on the Lot or in favor of any assessing agency, (ii) all sums unpaid on a note secured by a valid mortgage of record, including all unpaid obligatory sums as may be provided by such an encumbrance. The lien shall be a covenant running with the property, and in the event the Association or Lot Owner, as applicable, fails to make timely payment of Reimbursable Costs, the Village and/or DCDEC shall have the right to prepare and record a written notice of lien assessment setting forth the amount of such unpaid indebtedness, the name of any affected Owner and a description of any affected Lot. Such lien may be enforced by the foreclosure of any affected Common Areas or Lot by the Village and/or**

DCDEC in like manner as a mortgage on real property subsequent to the recording of a notice or claim thereof. In any such proceedings the Association and/or any affected Lot Owner shall be required to pay the costs, expenses and attorney's fees incurred for filing the assessment notice, and in the event of foreclosure proceedings, the additional costs and all expenses and attorney's fees incurred. Said costs, expenses and attorney's fees shall likewise constitute a lien on any such affected Common Areas or Lot of equal priority to the lien aforesaid and superior to all other liens and encumbrances, except only for (i) tax and special assessment liens in favor of any assessing agency, and (ii) all sums unpaid on a note secured by a valid mortgage of record including all unpaid obligatory sums as may be provided by such encumbrance. Any mortgagee holding a lien on an affected Lot (who has provided written notice to Association of existence of such lien) shall be given notice of any default not cured within thirty (30) days of default and notice of foreclosure proceedings. Any mortgagee holding a lien on the affected Lot may pay, but shall not be required to pay, any Reimbursable Costs payable with respect to such affected Lot.

3.7 Right of Village to Establish Special Service Area.
In addition to all rights and easements granted to the Village in the Plat of Subdivision, the Annexation Agreement or this Declaration, the Plat of Subdivision and this Declaration hereby grants the Village the additional right to establish (at such time as determined by the Village in its sole discretion) a special service area covering the Property.

Such special service area will provide for the levy and collection of a special service area real estate tax to maintain the areas of the Property the maintenance of which is the responsibility of Association pursuant to The Plat of Subdivision, the Annexation Agreement and/or this Declaration. Association and each Lot Owner shall cooperate fully in the formation of such a special service area and shall not object to the formation of the special service area, nor to the amount of tax to be levied thereunder. From the proceeds of said tax levy, the Village shall be paid (5%) of the amount of the tax for agreed administration costs and other expenses.

The Village does not intend to levy said tax annually, but, generally, only when necessary to reimburse the Village for costs incurred by the Village, but not reimbursed, in performing maintenance as a result of the failure of the Association to do so as provided in the Plat of Subdivision, the Annexation Agreement and/or this Declaration and/or when it otherwise appears necessary or desirable to the Village, in its sole discretion, as a result of prior failure(s) of the Association to reimburse the village for costs incurred by the Village in performing such maintenance.

3.8 Liability for Assessments upon Transfer of Lot. Upon the conveyance of any Lot, the grantee shall be liable for all unpaid assessments relating to such Lot unless the prior Owner (Grantor) shall have requested in writing from the Association a written statement setting forth the amount of the unpaid assessments, if any, assessed to the subject Lot, the amount of the current monthly assessment and any special assessment and the date such assessments become due, and the amount of credit for any advance payment of assessments. Said written statement shall be conclusive

upon the Association in favor of all persons who rely thereon in good faith and grantee's personal liability shall be limited to such amount. The Association shall also provide at no charge the above described written statement to any mortgagee or prospective mortgagee who requests such a statement with ten (10) days after written request has been made therefore, all unpaid Assessments which became due prior to the date of making such request shall be subordinate to the rights of the mortgagee or prospective mortgagee making such request, and the grantee of the subject Lot shall not be personally liable for the unpaid assessments which became due prior to the date of the conveyance or grant, but such unpaid assessments shall constitute a lien on the Lot.

3.9 Mortgaging a Lot: Priority. An Owner shall have the right from time to time to mortgage or encumber his Lot and the interests appurtenant thereto by mortgage or other instrument, provided that the lien created thereby shall be subject to the terms and provisions of this Declaration. Each holder of a mortgage lien on a Lot who comes into possession of the Lot by virtue of foreclosure of mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at any foreclosure sale, will take the Lot free and clear of any claims for unpaid assessments and charges against the Lot which accrued prior to the time such holder came into possession of the Lot. Any mortgagee or other lien holder who acquires a Lot through judicial foreclosure, public sale or other means, shall be subject to the terms and conditions herein except as specifically excepted from this Declaration.

Article IV General Restrictions

4.01 Compliance with Ordinances. The R-3 zoning of the

Property is in accordance with the Annexation Agreement and the Plat of Subdivision reviewed by and approved by the Village. All prospective purchasers/users of any Lot should carefully review the Annexation Agreement. All prospective purchasers/users of any Lots should further review the Village zoning and building ordinances, copies of which can be obtained at the Village hall. This Declaration is designed to complement, but not supercede, the Village ordinances and, where conflicts occur, the most rigid requirements shall prevail.

4.02 Land Use and Building Type. All Lots shall be used for single family private residence purposes only. No building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, altered, placed or permitted to remain on any Lot other than one detached single family residential dwelling, designed by a licensed architect and used as a single family dwelling, and having an attached garage containing not less than three enclosed parking spaces for the sole use of the owners or occupants of the dwelling. The number of garage doors and garage space shall otherwise not exceed the limitations set forth in the Village Zoning Ordinance. Said garages may have living quarters in connection therewith for the sole use of domestic servants of the owners or occupants, but shall not be used for rental purposes. No detached garages shall be permitted. Other accessory buildings and structures may be erected only in such a manner and on such locations as hereinafter provided.

4.03 Building Height: No dwelling shall be erected, altered or placed, which is more than two and one-half stories or twenty-seven (27) feet in height measured from the average top of the foundation in the elevation facing the front lot line to the highest point of the coping of a flat roof

or to the deck line of a mansard roof, or to the mean height level between eaves and ridge for gable, hip or gambrel roofs, whichever is less. No accessory building or structure shall exceed fifteen (15) feet in height unless a greater height is approved in writing by the Committee pursuant to Article V hereof.

4.04 Dwelling Size and Quality: It is the intention and purpose of this Declaration to assure that all dwellings shall be quality, design, workmanship and materials approved pursuant to the provisions of Article V hereof. The above grade floor area of each dwelling, exclusive of attached garages, open porches, carports and breeze ways, shall be no less than 3,500 square feet. At least fifty percent (50%) of the exterior walls of all dwellings shall be constructed of stucco, drivet, brick, stone or other acceptable materials approved in writing by the Committee; use of imitation stone, vinyl, aluminum, imitation brick, or exposed cinder block shall not be permitted. Roofs shall be constructed of cedar shake shingles, heavy weight asphalt architectural three-dimensional shingles (not three-tab shingles), concrete, slate or other materials of the same or better quality, as approved in writing by the Committee pursuant to Article V hereof.

4.05 Location of Lot: No dwelling or other building shall be located on a Lot nearer to any lot line than any set back or building line shown on the Plat of Subdivision. Swimming pools, tennis courts, air conditioners or other equipment shall be screened from any interior street and adjoining Lot by a wall, screened fence, evergreen hedge or visual barrier as approved in writing by the Committee, and provided further that the same are otherwise in conformance with the ordinances, rules and regulations of the Village.

4.06 No Construction by Lot Owner Within Natural Area Easement, Wetlands Easement, 10 Foot Wetlands Enhancement Area Easement, Detention and Retention Easement, Restricted Access Easement or Fence Easement. No buildings, landscaping, treehouses, swimming pools, tennis courts, driveways or other improvements or construction of any kind shall be located by any Lot Owner within any Natural Area Easement, 10 Foot Wetlands Enhancement Area Easement, Wetlands Easement, Detention and Retention Easement, the Restricted Access Easement and/or the Fence Easement.

4.07 Landscaping.

- (a) Pursuant to Section 3 (C) of the Annexation Agreement and the Exhibits attached to the Annexation Agreement the Developer is required to install certain landscaping improvements within the Common Areas, Wetlands Easement, 10 Foot Wetlands Enhancement Area Easement, Natural Area Easement, Fence Easement and Detention and Retention Easement. The installation is to be made further in accordance with the terms of a specific landscape plan submitted to and approved by the Village as part of Village approval of the Plat of Subdivision (the "Approved Landscape Plan"). The Approved Landscape Plan is on file with the Village and is available for review at the offices of the Village.

Subsequent to the initial installation by the Developer of such landscaping improvements, the Association is required to maintain all such improvements in accordance with the terms of the Plat of Subdivision, Section 3 © of the Annexation Agreement, the Approved Landscaping Plan, and the maintenance requirements of DCDEC and the

U.S. Army Corps of Engineers.

The following is intended to summarize the relevant terms of Section 3 © of the Annexation Agreement and the Exhibits attached thereto, including specifically Group Exhibit F "Native Landscaping Maintenance and Management Guidelines, and Exhibit D "Site Planning and Design Principles" and the Approved Landscaping Plan." [Exhibits not included in this Directory.] **This summary does not intend to contradict, amend, alter, conflict with or supersede the specific terms of the Annexation Agreement, the Exhibits thereto or the Approved Landscape Plan. In the event of any conflict the specific terms of the Annexation Agreement shall control.**

The Developer will landscape Outlot C (Park), Outlot D (Park), the Wetlands Easement, 10 Foot Wetlands Enhancement Area Easement and Natural Area Easement in a "prairie restoration style" rather than the traditional style of green grass, ornamental trees and shrubs. "Prairie restoration style" landscaping includes introducing native wild flowers and plants into the existing natural environment with minimal disturbance of existing site conditions.

The maintenance requirements imposed on the Association include an annual burn-off. The annual burn-off shall be done in accordance with all applicable laws, rules and regulations, including the guidelines of the

Illinois Environmental Protection Agency, including notification to residents and businesses that may be affected. All landscaping maintenance and burn-offs shall be conducted in accordance with a landscape review letter from the Village Forester and the specific maintenance plan set forth in GROUP EXHIBIT F to the Annexation Agreement. Prior to any burn-off on the Property, the Association shall provide written notice of the date and time when such burn-off will occur to the Village and the Tri-State Fire Protection District at least seven (7) days in advance of the expected date of burn-off.

The storm drainage system provided for the Property is based, at least in part, upon the landscaping of the required portions of the Property in the "prairie restoration style."

**THERE SHALL BE NO
MODIFICATION OF THE "PRAIRIE
RESTORATION STYLE"
LANDSCAPING IN THE REQUIRED
PORTIONS OF THE PROPERTY
WITHOUT EXPLICIT APPROVAL BY
THE CORPORATE AUTHORITIES OF
THE VILLAGE. NO SUCH APPROVAL
WILL BE GIVEN WITHOUT
APPROPRIATE MODIFICATIONS TO
THE STORM WATER FACILITIES
FOR THE PROPERTY AND ALL SUCH
MODIFICATIONS TO THE
LANDSCAPING AND THE STORM
WATER FACILITIES SHALL BE AT
THE SOLE COST AND EXPENSE OF**

**THE PERSON OR PERSONS SEEKING
MODIFICATION FOR THE
LANDSCAPING.**

The Village and/or DCDEC shall have the right, but not the duty, to go upon any portion of the Common Areas or any Lot to maintain and/or repair or replace such landscaping if it is not suitably maintained as determined solely by the Village and/or DCDEC in its discretion and if the Village and/or DCDEC takes, in its sole discretion, any such action, the Association shall immediately upon demand reimburse the Village and/or DCDEC for all expenses incurred by the Village and/or DCDEC, and if not promptly paid, the village and/or DCDEC shall have the right to record a lien as provided under Section 3.6 (b) hereof.

The purpose of the special assessment provided in Section 3.5 hereof is to ensure that the Association has the ability to satisfy any reimbursement obligation to the village and/or DCDEC. However, it is further the purpose of the general assessment provided in Section 3.4 hereof to ensure that the Association has sufficient funding to comply with its maintenance obligations without the necessity of imposing any such special assessment.

- (b) In addition, all Lots upon which a residence shall be constructed shall be landscaped by the Lot Owner in accordance with the following guidelines which shall be a part of the plans

submitted to and approved by the Committee pursuant to Article V hereof.

Landscaping Guidelines

1. Except as provided in Section 4.07(b)(4) hereof, all Lots, exclusive of driveways, sidewalks, patios, buildings, etc. shall be sodded exclusively with Kentucky Blue Grass predominant sod mixtures.
2. All lawn irrigation systems shall be installed, maintained and utilized in strict accordance with all applicable ordinances of the Village.
3. Landscaping, including required irrigation, as approved by the Committee shall be installed within 150 days from the date of occupancy, weather permitting, or substantial completion of the residence, whichever date first occurs, unless the Committee shall approve in writing another installation date.
4. No landscaping improvements of any kind shall be made, installed, maintained or disturbed by any Lot Owner within any Natural Area Easement, 10 Foot Wetlands Enhancement Area Easement, Wetlands Easement, Detention or Retention Easement, Restricted Access Easement and/or Fence Easement. **Responsibility for landscaping and maintenance of all such areas is exclusively vested in the Association.**
5. No grading alterations of any kind shall be made by any Lot Owner within any portion of any Lot situated within the 3' Drainage Easement. Responsibility for grading the 3' Drainage Easement is exclusively vested in the Association. Subject to foregoing restrictions, Lot Owner

may install, and, if installed shall maintain, approved landscaping improvements within the 3' Drainage easement.

6. Lot Owners are encouraged, but not required, to incorporate "prairie restoration style" elements, including native plants and wildflowers in the landscape design of their Lots.

7. Lot Owners shall have all downspouts from their rooftops discharge directly into an underground gravel drainage trench with perforated draitile which either daylight at the perimeter of a Natural Area Easement, or, if appropriate, ties in to an underground drainage system to be installed by Developer within the 3' Drainage Easement.

4.08 Tree Protection. Paragraph 10 of the Annexation Agreement imposes specific., material and stringent Tree Preservation Requirements on the Property as a whole and on each Lot, including the portions of each Lot which are not within designated Natural Area Easements. Each Lot Owner shall strictly comply with the requirements of Paragraph 10 of the Annexation Agreement and all additional requirements imposed from time to time by the Village Forester.

4.09 Underground Wiring. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere on any Lot other than within buildings or structures or attached to their walls unless the same shall be contained in conduits or cables approved by the Committee and provided said conduits or cables are constructed, placed and maintained underground.

4.10 Driveways and Sidewalks. Access driveways and other paved areas for vehicular and pedestrian use on any lot shall have a base of compacted gravel, crushed stone or other base material approved in writing by the Committee, and shall consist of a permanent hard surface such as concrete or stone pavers. Detailed plans and specifications for driveways, culverts, sidewalks, pavement edging or markers shall be submitted to and approved in writing by the Committee.

4.11 Home Occupations. No home occupation or profession shall be conducted or maintained in any dwelling or accessory building thereto located on a Lot. This section shall not be construed in such a manner as to prohibit a Lot Owner or the occupants of the dwelling from maintaining a personal professional library therein, maintaining his personal business or professional records or accounts therein or handling personal business or professional telephone calls or correspondence therefrom.

4.12 Restrictions on Vehicles No boat, airplane, trailer, truck, house trailer, recreational vehicle, commercial vehicle or snowmobile shall be stored overnight, except within an enclosed garage, any Lot or otherwise within the Property. The owner of a Lot, or his occupants and/or their guests shall be permitted to park conventional passenger vehicles on the driveway of such Lot. As used herein, the term "commercial" shall include, without limitation, all automobiles, station wagons, trucks, or vehicular equipment bearing signs or which have printed thereon some reference to any commercial undertakings, or which contain commercial equipment open to the public.

4.13 Noxious or Offensive Activities. No noxious or offensive activity shall be carried on, in or upon any Lots,

nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the Property or any other Lot. Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

- A. The introduction or maintenance of unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects upon any part of a Lot.
- B. The burning of refuse outside a dwelling (except the burning of leaves as may be permitted by ordinance of the Village.)
- C. The storage of garbage or building materials outside the dwelling, except within an enclosure approved by the Committee and in accordance with all Village ordinances.
- D. Oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind, nor shall any derrick or other structure designed or use in boring for oil or natural gas be erected, maintained or permitted upon any Lot.
- E. The hanging of laundry or other articles, or the erection of laundry equipment outside of an enclosed dwelling or accessory structure.
- F. The raising, breeding or maintaining of any livestock, poultry, or animals, excepting therefrom a maximum of three (3) domesticated dogs or two (2) domesticated cats over four (4) months of age for each dwelling. Exercise areas or enclosures respecting the foregoing exception shall be properly built and screened as approved in writing by the Committee, and provided

further that the same are otherwise in conformance with all applicable ordinances, rules, and regulations of the Village. No dogs or cats shall be permitted to run loose.

4.14 Fences. No perimeter fences other than living, natural hedging or shrubbery shall be permitted except those which are or may be required by applicable ordinances of the Village. Perimeter fencing substantially similar in quality, size and materials as the fencing installed by the Developer within the Fence Easement along Madison Street shall be permitted, but not required, for the portions of Lots 9,10,11,12,18,19,20,25,26,27,28 and 37 which abut the exterior boundary of the Property as shown on the Plat of Subdivision. **All perimeter fencing requires the proper review and approval of the Village prior to installation.**

4.15 Swimming Pools. In ground pools, subject to the written approval of the Committee, are allowed. No above ground pools will be permitted. **Any approved swimming pools shall strictly comply with all applicable ordinances of the Village.**

4.16 Antennas. Exterior antennas will not be permitted. Flag poles are permitted, provided the pole is not more than twenty-five (25') feet in height, unless otherwise approved in writing by the Committee. Two satellite dishes, each not exceeding 18" in diameter, shall be permitted in locations approved by the Committee.

4.17 Snowmobiles and Motor Bikes. The use of snowmobiles, motor bikes, mini-bikes, go-carts, and all comparable vehicles not licensed by the state is not permitted on any Lot, within any Common Area or anywhere within the Property, including any public

right of way.

4.18 Lawn Care and Weed Control. All Owners of Lots improved with a dwelling constructed thereon shall be required to maintain the portion of their Lot not located with the Detention and Retention Easement, Wetlands Easement, 10 Foot Wetlands Enhancement Area Easement, Natural Area Easement, Fence Easement or Restrictive Access Easement with respect to periodic lawn mowing and weed control. **Usage of traditional lawn care services that rely on fertilizers, pesticides and herbicides are strongly discouraged in as much as such chemicals may degrade critical wetlands and will degrade the health and attractiveness of the ambient landscape. The Board of Directors shall have the right at anytime to impose specific requirements regarding, or prohibit entirely, the usage of such traditional lawn care services.** Owners of all other Lots on which a dwelling has not yet been constructed or which is under construction shall maintain such Lot (and control weeds) between the first of May and the fifteenth of October of each year. In the event such Lot is not so maintained, the Committee shall notify the Lot Owner in writing by registered mail, that said Lot is not being properly maintained. If such maintenance is not effected by the Lot Owner within thirty (30) days from the date of the notice, the Association shall have the right (but not the obligation) to enter upon any Lot for the purpose of maintaining, restoring, or repairing said Lot. The costs incurred plus 25% overhead allowance shall become a lien upon the Lot of the Property Owner and the improvements thereon, which may be foreclosed either as a mechanic's lien and/or as a mortgage made on real property. All maintenance within any portion of a Lot located within the Detention and Retention Easement, wetlands easement, 10 Foot wetlands Enhancement Area Easement, Natural Area

Easement, Fence Easement and/or Restricted Access Easement shall be performed solely by the Association as a Common Expense of the Association.

4.19 Soil Retention. No soil or black dirt shall be removed from a Lot without the written consent of the Committee. If such consent is given, then the Committee shall have the right to designate a location within the Property for the disposal of any such surplus soil or black dirt. Prior to commencement, of construction on a Lot, Lot Owner is required to install a silt fence at the perimeter of the construction area in order to prevent erosion and/or sedimentation from impacting any area outside of the construction area.

4.20 Construction Equipment. All equipment which is not rubber tire and which is excavating or construction shall only be loaded and unloaded within the boundary lines of each respective Lot where said excavating or construction is being performed. During any period of construction on any Lot the Lot Owner and his contractor shall strictly comply with the provision of Paragraph 5 of the Annexation Agreement.

4.21 Nameplates, Hospitality Light Standards, and Signs. There shall be not more than one nameplate on each Lot. A nameplate shall not be more than sixty-four (64) square inches in area, and shall contain only the name of the occupant and/or the address of the dwelling unless otherwise approved by the Committee. The Nameplates may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing on the front or side yard, provided that the height of the nameplate is not more than twelve (12) inches above the adjoining ground grade. Two

Hospitality light standards of a design approved in writing by the Committee may be located within the front yard. Except as otherwise provided herein, no sign of any size or description shall be displayed on any Lot except for one (1) sign not to exceed three (3) square feet in area to advertise the Lot for sale or rent; or signs used by a builder or developer to advertise the Lot during the construction and/or initial sales period with respect to new construction. **Notwithstanding the foregoing, the size, location, placement and number of any signs on the Lot shall strictly comply with the sign ordinances of the Village (chapter 55, Village of Burr Ridge Municipal Code.)**

4.22 Temporary Structures. No trailer, tent, shack, garage (except as permitted in paragraph 4.02), temporary building or structure of any kind shall be used at any time as either a temporary or permanent residence. One movable construction trailer may be located on a Lot during the course of construction of a dwelling, but they shall be so located only because of convenience or if the contractor in charge of construction requires their use, and such trailer, shall be removed from the Lot promptly upon completion of the dwelling.

4.23 Mailboxes. Each Lot on which a dwelling is erected shall have a single mailbox located on the street and dedicated to the exclusive use of the dwelling located on said Lot. The design of the mailbox to be installed has been chosen by the Developer, and will be installed at the Lot Owner's expense before occupancy of the dwelling.

4.24 Commencement of Construction. There is no limit of time when construction of a dwelling must commence on a Lot, but once commenced construction shall be continuously and diligently pursued to completion without undue delay or abandonment of construction.

4.25 Tennis Courts. Tennis courts and any other type of athletic courts requiring a permanent foundation are not permitted.

4.26 Docks. Existing docks located on any Lot with Pond frontage as of the date of filing this Declaration may be maintained. New docks or material improvement of existing docks shall require the specific approval of the Committee and the DuPage County Department of Environmental Concerns.

4.27 Maintenance of Lots. All Lots, after construction of a dwelling, shall be maintained in an attractive sightly and well kept condition in accordance with the approved plans and specifications, as provided in Article V. In the event such Lot is not so maintained, the Committee shall notify the Lot Owner in writing by registered mail, that said Lot is not being properly maintained. If such maintenance is not effected by the Lot Owner within thirty (30) days from the date of the notice, the Association shall have the right (but not the obligation) to enter upon any Lot for the purpose of maintaining, restoring, or repairing said Lot. The costs incurred by the Association in restoring said Lot, plus a 25% allowance for overhead, shall be borne by the Lot Owner and shall be paid on demand to the Association. Until paid, the costs incurred plus 25% overhead allowance shall become a lien upon the Lot of the Property Owner and the improvements thereon, which may be foreclosed either as a mechanic's lien and/or as a mortgage made on real property.

4.28 No Direct Access to Madison Street from Lot 1 and Lot 36. The restricted Access Easement created and granted by the Plat of Subdivision prohibits any and all improvements, driveways, curb cuts and related facilities

intended for the purpose of ingress and egress by motorized vehicles from Madison Street, a public right-of-way, to Lot 1 and/or Lot 36 unless expressly approved in writing by the Village. Regardless of whether Village exercises its right to permit direct access to Madison Street pursuant to the Restricted Access Easement, no improvements, driveways, curb cuts or related facilities intended for the purpose of ingress and egress of motorized vehicles shall be permitted which provide direct access from Madison Street to Lot 1 and/or Lot 36 without also obtaining the express prior written approval of Association. In the absence of such approvals, any direct access to and from Lot 1 and Lot 36 shall be exclusively to Lakeview Lane.

Article V

Architectural Control/Architectural Review Committee SELECTION: TERM OF OFFICE: DUTIES

5.01 Number; Qualifications. The Committee shall consist of not less than two (2) nor more than five (5) members, the exact number to be fixed from time to time by the Members. The initial Committee shall consist of Paul C. Justema and Dr. E.J. Justema. Members of the Committee must be Owners or Declarant. If an Owner or Declarant is a partnership or a corporation, any partner or officer thereof or of any entity that is a partner therein shall qualify as a Committee member. If an Owner or Declarant is a trust, any trustee or direct or indirect beneficiary of such Trust shall qualify as a Committee member.

5.02 Election; Term. The initial committee members named in Section 5.01 shall serve for a term of three (3) years. Thereafter, members shall serve for a term of two (2) years and until their respective successors are elected, or until their death, resignation or removal; provided, that if

any member ceases to be an Owner or otherwise qualified to serve on the Committee, his membership on the Committee shall thereupon terminate.

5.03 Death, Resignation and Removal; Filling Vacancies.

Any Committee member may resign at any time by giving written notice to the other Committee members, and any Committee member may be removed from membership on the Committee, with or without cause, by the majority vote of the Members at an annual meeting of the Members or at a special meeting of the Members entitled to vote called for that purpose. Any Committee members to be filled by reason of a vacancy or an increase in the number of Committee members shall be filled at an annual meeting or at a special meeting of the Members entitled to vote called for that purpose.

5.04 Compensation. Committee members shall serve without pay. However, a Committee member may be reimbursed for actual out-of-pocket expenses incurred in the performance of duties.

5.05 Action Taken Without a Meeting. The Committee members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of a majority of the Committee members. Any action so approved shall have the same effect as though at a meeting of the Committee.

5.06 Duties. It shall be the duty of the Committee to perform the functions required of it by this Declaration; to consider and act upon such proposals and plans which are submitted to it pursuant to the terms hereof; to adopt construction standards; and to perform all other duties delegated to and imposed upon it by this Declaration.

5.07 Meetings. The Committee may confer by meeting, or informally by telephone, letter or otherwise, as the Committee, in its sole discretion, shall deem necessary to properly perform its duties hereunder. A quorum, that is a majority, of the Committee members shall be required in order for the Committee to conduct business at a meeting, and the vote or written consent of a majority of the Committee members present at such meeting shall constitute an act by the Committee unless the unanimous decision of its members is otherwise required by this Declaration. The Committee shall keep written records of all actions taken by it. These written records shall be made available to any Madison Club Homeowner upon request.

5.08 Construction Standards. The Committee may, from time to time, and in its sole discretion, adopt, amend and repeal, by majority vote, rules and regulations, to be known as "Construction Standards." Said "Construction Standards" shall interpret and implement the provisions hereof by setting forth the standards and procedures for Committee review, and the guidelines for architectural design, placement of buildings, landscaping, color schemes, exterior furnishings and materials which are recommended for use.

5.09 Architectural and Landscaping Controls. It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration thereof be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and material, color scheme, location on Lot and approximate cost of such building or

or other structure and the grading plan and landscape plan of the Lot to be built upon, shall have been submitted in triplicate to and approved in writing by the Committee.

Any changes which materially affect the original aesthetic nature of a home or landscape design shall not be made to previously approved and/or installed landscaping without complying with the above plan submission and approval requirements, including replacement of any plant material lost through disease, neglect, or storm damage, according to the following guidelines:

- Shrubs or trees 4 feet in height, or less - 100 % of size at time of loss;
- Shrubs or trees 4 to 12 in height - at least 60 % of size at time of loss; and
- Shrubs or trees greater than 12 feet in height - at least 40 % of size at time of loss.

The replacement of the same kind and size of plant material, or the addition of low shrubs (less than 3 feet) or flowers, to previously approved landscape plans need not be submitted for further approval. The Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan or landscape plan, which are not suitable or desirable in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan or landscape plan, the Committee shall have the right to take into consideration among other things, the adequacy of site dimensions, conformity and harmony of external design with neighboring structures, effect of location and use of proposed improvements on neighboring sites, and the types of operations and uses thereof, relation of topography, grade and finish ground elevation with respect to nearby streets, and conformity of the plans and specifications to the purpose and general plan and intent of the Declaration. In no instance shall a dwelling setting of a

design exactly the same as any other in the Property be permitted.

5.10 Basis Approval of the Committee. All plans, specifications and related documents required hereunder shall be filed with the Committee prior to application to the Village for building permits. A report in writing setting forth the decision of the Committee, and the reasons therefor, shall thereafter be transmitted to the applicant by the Committee within thirty days (30) after the date of proper filing of the plans, specifications and other materials of applicant. The Committee will aid and collaborate with prospective builders and make suggestions for preliminary sketches. Prospective builders are encouraged to submit preliminary sketches including a site plan and proposed front elevation for informal comment prior to the submittal of detailed, formal architectural drawings and specifications for approval. In the event: (a) the Committee fails to approve or disapprove final plans, specifications or other material within thirty (30) days after receipt thereof; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required, and the requirements of this section 5.10 shall be deemed to have been satisfied.

5.11 Appeal of Committee's Decision. Any Madison Club Homeowner, including, but not limited to the applicant, aggrieved by a decision of the Committee shall have the right to make a written request to the Committee for a review thereof, within thirty (30) days of the mailing of notice of such decision to the applicant. The final determination of the Committee upon reviewing any such decision shall in all events be dispositive.

5.12 Liability. Neither Declarant, nor the Developer, nor

the Association, nor the Committee nor any Committee member nor any beneficiary or agent of Declarant, Developer or the Committee shall have any responsibility or liability to any Lot Owner who submits such plan (and such person or entity who submits such plan shall hold the Declarant, the Developer, the Association, the Committee, the members thereof and their respective beneficiaries and agents harmless from damage, loss or prejudice suffered or claimed by any third party) on account or (a) any defects in any plans or specifications submitted, revised or approved in accordance with the foregoing provisions, (b) the approval or disapproval of any plans, drawings and specifications, whether or not defective; (c) the construction or performance of any work, whether or not pursuant to approved plans, drawings, specifications; or (d) the development of any Lot within the Property. Further, the approval or disapproval of any plans, drawings or specifications by the Committee shall in no event be construed to replace or diminish the need to secure all required governmental reviews, approvals and/or permits.

5.13 Separate Village Review. The Village has a separate plan review for the purpose of obtaining a building permit. The plan review by the Committee is in addition to, does not substitute for, and is not related to, the plan review by the Village.

5.14 Indemnity of Committee Members. The Lot Owners and the Association, jointly and severally, shall indemnify and hold harmless the Committee, its members, the Developer, the Declarant, and their respective beneficiaries, employees or officers acting on the behalf of the Lot Owners or the Committee, from and against liability arising out of any contract entered into or action taken unless any such contract or act shall have been made

fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees and expenses, amount of judgements paid and amounts in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which the Committee, any of its members, Declarant or their respective beneficiaries, employees or officers, may be involved by virtue of such person or persons being or having been the Committee or a member thereof or Declarant or their respective beneficiaries, employees or officers such indemnity shall not be operative with respect to any matters to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of its duties. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association on behalf of any indemnified party in advance of the final disposition of such action, suit, or proceeding as authorized by the Association in the specific case.

5.15 Committee Determination Binding. In the event of any dispute or disagreement between any Lot Owners relating to the Property or any questions of interpretation or application of the provisions of the Declaration, the determination thereof by the Committee shall be final and binding on each and all such Lot Owners.

5.16 Limitation. The rights, powers and authority granted and reserved unto the Committee pursuant to this Article may by majority vote of the Members shall be transferred to and assumed by the Board at any time after all Lots have completed dwellings constructed upon them.

5.17 Architectural Committee Cost Each Lot Owner is subject to a one-time fee of \$450 (the "Review Fee") for review of the plans and is due at the time of initial submission of plans for the construction of a dwelling on a Lot. The Committee shall have no obligation to review any plans unless and until the Review Fee is paid.

Article VI Easements-Generally

6.01 Purpose. Declarant shall have the right to establish easements over portions of the Property or any Lot for sanitary and storm sewers, maintenance of the detention basins and retention ponds, and for all other public utility purposes including cable TV, electricity, gas, water and telephone. The Declarant shall have the concomitant right to grant the right and power to do all things necessary or appropriate in connection with said grants of easements, including but without limitation, the right of maintenance, repair and replacement. The Declarant or its assignee is fully authorized and empowered to execute and deliver any and all documents necessary to implement these provisions, and the Lots Owners shall be deemed to have approved and confirmed such documents and agreed to be bound thereby.

6.02 Creation of Easements. The Detention and Retention Easement, the Wetlands Easement, the 10 Foot Wetlands Enhancement Area Easement, the Natural Area Easement, the Storm Water Drainage, Detention and Retention Restrictions and Easement, the Restricted Access Easement, the Fence Easement, the 3' Drainage Easement and other easements, including, but without limitation, easements over the Common Areas and public utility easements for electricity, cable TV, gas, water, storm and

sanitary sewer and telephone have been granted and created on the Plat of Subdivision, showing the location of the easements being created. The terms and conditions of all such easements, as contained on the Plat of Subdivision, are set forth in Exhibit D attached hereto and incorporated herein. [Exhibit not included in this directory.] Thereafter, easements shall be created by the recording of separate Plats of Easements, each of which shall show the location, within the Property and within any Lot covered by such subsequent Plats of Easements, of the easements being newly created. The easements created by the filing of additional Plats of Easements shall be deemed to have been created upon and subject to all of the terms and conditions of the Plat of Subdivision, so that upon the recording of a subsequent Plat of Easements, each easement shall forthwith have all the rights, powers and obligations contained in the Plat of Subdivision.

6.03 Easement Within Lot. At any time prior to the sale of a Lot by Declarant, Declarant shall have the right to create, for public utility and other purposes, an easement strip within and adjacent to one or more sides of such Lot, the inner line of which shall be five feet from and parallel to each Lot boundary.

6.04 Fire and Police Protection. Fire and police departments serving the Property and the Lots and cooperating fire and police departments are hereby granted an easement to enter upon and make such use of the Property and each Lot as is necessary for the customary and proper performance and discharge of their duties.

Article VII
Miscellaneous Provisions

7.01 Term. This Declaration shall run for a term of twenty (20) years from the date this Declaration is recorded, after which time it shall be automatically extended for successive periods of five (5) years unless an instrument has been recorded, agreeing to amend this Declaration in whole or in part executed as provided in Section 7.02.

7.02 Amendments. The Lot Owners shall have, and are hereby granted the power to amend, modify and otherwise alter this Declaration and each and all of the terms and provisions hereof, and each and all of the rules, covenants, agreements and restrictions herein contained at any time and from time to time, by the affirmative vote of the majority in interest of the Lot owners, subject to the limitation that such action shall not cause any Lot, the Common Areas, or any part thereof, to be in non-compliance with any zoning ordinance or other applicable law or government regulation, and further subject to the limitation that no provision of this Declaration pertaining to the Village and/or DCDEC or the amendment of which would result in a violation of the Annexation Agreement or any right granted to Village and/or DCDEC in the Plat of Subdivision may be amended, modified, revised or altered in any fashion without the prior written approval of the Village and/or DCDEC.

7.03 Enforcement. The conditions, covenants, restrictions, reservations and standards herein set forth shall operate as covenants running with the land into whosoever hands the Property or any part thereof shall come, and shall be enforceable by the Association by a proper proceeding, either in equity or at law, either to restrain said violation or to recover damages against any person personally liable

pursuant to the provisions hereof, or enforce a lien against the fee interest of any Lot Owner or deny the use of the Common Areas. The failure of the Declarant to enforce any of the restrictions herein set forth at any time shall in no event be deemed to be a waiver of the right of enforcement thereafter at any time. The violation of these conditions, covenants, restrictions, reservations and standards shall not defeat nor render invalid the lien of any mortgage or deed of trust made in good faith and for value. The remedies given by the provisions hereof or by the Bylaws of the Association may be exercised cumulatively or independently.

7.04 Non-Liability of the Declarant. The Declarant shall not be personally liable to the Lot Owners or to any others for any mistake in judgement or for any acts of omissions made in good faith. The Lot Owners shall indemnify and hold harmless the Declarant or its assignees against all contractual liability to others arising out of contracts made by the Declarant on behalf of the Lot Owners unless any such contract shall have been made in bad faith or in violation of the provisions of this Declaration. Every agreement made by the Declarant shall provide that the Declarant is acting only as agent for and on behalf of the Lot Owners, that it shall have no personal liability thereunder (except as an Owner), and that each Lot Owner's liability thereunder shall be several and not joint, and shall not exceed its respective proportionate share of such contractual liability.

7.05 Non-Liability of the Developer. The Developer shall not be personally liable to the Lot Owners or to any others or any mistake in judgement or for any acts or omissions made in good faith. The Lot Owners shall indemnify and hold harmless the Developer or its assignees against all contractual liability to others arising out of contracts made

by the Developer on behalf of the Lot Owners unless any such contract shall have been made in bad faith or in violation of the provisions of this Declaration. Every agreement made by the Developer shall provide that the Developer is acting only as agent for and on behalf of the Lot Owners, that it shall have no personal liability thereunder (except as an Owner), and that each Lot Owner's liability thereunder shall be several, and not joint, and shall not exceed its respective proportionate share of such contractual liability.

7.06 Land Trustee. If title to any Lot is conveyed to a land trustee, under the terms of which all powers of management, operation and control of the premises are vested in the trust beneficiary or beneficiaries, then the parties who are the beneficiaries from time to time under such land trust shall be deemed the Lot Owners hereunder. The trustee holding title under such a land trust shall have no personal liability for payment of any obligation or lien created by or arising under this Declaration, and no party of any such land trustee for any liability or obligation of any kind arising under this Declaration. Beneficiaries of a land trust who transfer their beneficial interest by assignment, or who cause their trustee to transfer the Lot by trustee's deed, shall continue to be liable for all liabilities and obligations incurred by them prior to the disposition of their Lot.

7.07 Partial Invalidity - Severability. The invalidity of any of the conditions, covenants, restrictions or reservations herein contained, or of any other provision of whatever nature of this Declaration shall not in any way impair or affect the validity or enforceability of any other provision of this Declaration, and any such invalidity shall be deemed partial and separable, and all of this Declaration

shall be deemed valid, effective and binding except for the invalid provision.

7.08 Captions. Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text thereof.

7.09 Notices. Any notice required or desired to be given under this Declaration shall be in writing and shall be deemed to have been properly served when delivered in person and receipted for or after deposit in the United States mail, certified, return receipt requested, postage prepaid, addressed to a Property Owner at its last known address as shown on the records of the Declarant or the Association.