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**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
RIVERMIST HOMEOWNERS ASSOCIATION**

COPY

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
RIVERMIST HOMEOWNERS ASSOCIATION

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

RIVERMIST HOMEOWNERS ASSOCIATION

This Declaration is made this 4th day of September, 1987 by HARRIS BANK NAPERVILLE, not personally, but as Trustee under a Trust Agreement dated October 6, 1986, and known as Trust No. 4853, hereinafter referred to as "Covenantor".

WITNESSETH:

WHEREAS, the Covenantor is the owner of the real property known as RiverMist and legally described in Article I of this Declaration; and

WHEREAS, WEST BRANCH DEVELOPMENT CORPORATION, hereinafter referred to as "Developer", desires to develop RiverMist as a residential community; and

WHEREAS, the Covenantor desires to preserve the values and amenities in said community by subjecting the property owned by it and described herein to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, the Covenantor has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Declaration;

NOW THEREFORE, HARRIS BANK NAPERVILLE, not personally, but as Trustee under a Trust Agreement dated October 6, 1986, and known as Trust No. 4853, declares that the real property described in Article I is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE IPROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The following real property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration:

Lots 1-33 and Outlot 2 of RiverMist, being a subdivision of part of Section 6, Township 37 North, Range 10 East of the Third Principal Meridian according to the plat thereof recorded as Document No. R87-28853 on May 29, 1987, in Will County, Illinois.

Said real property shall hereinafter be referred to as "RiverMist".

Outlot 1 of RiverMist is specifically excluded from the provisions, responsibilities and obligations of this Declaration.

Section 2. Additional Property. The Covenantor may subject any other property to this Declaration. The Covenantor may take such action at any time and solely at its discretion.

In order to subject additional property to this Declaration, the Covenantor shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is subject to the supplementary declaration.

Upon execution and recordation of a supplementary declaration, the property covered therein shall be subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as this Declaration. Every person or entity who is a record owner of said property shall be a member of the RiverMist Homeowners Association on the same terms and subject to the same qualification and limitations as those members under the provisions of the Declaration. In all respects, all of the provisions of this Declaration shall apply to the property covered in any supplementary declaration and to the owners thereof with equal meaning and of like force and effect.

ARTICLE 11

GENERAL PURPOSES

The purpose of this Declaration is to provide for high standards of maintenance in the subdivision so as to insure a residential community of the highest quality and character for the benefit and convenience of all property owners and residents of RiverMist.

ARTICLE IIIHOMEOWNERS ASSOCIATION

Section 1. Creation. Prior to the date of the first conveyance of a lot in RiverMist or within forty-five days of the recording of this Declaration, whichever is later, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the RiverMist Homeowners Association or any name similar thereto.

Section 2. Responsibility. The Homeowners Association shall be the governing body for all the owners and beneficiaries of title-holding land trusts of lots in RiverMist and shall be responsible for the operation, maintenance, and repair of the property entrusted to the care of the Homeowners Association as hereinafter specified. It shall exercise all powers necessary to fulfill its obligations as delineated in this Declaration, its Articles of Incorporation and its By-Laws.

Notwithstanding any provision herein to the contrary, prior to June 1, 1988, the Covenantor shall perform all duties and obligations of the Homeowners Association, and no assessments shall be paid by any owner.

Section 3. Membership. Every person or entity who is a record owner of a lot in RiverMist or who is the beneficiary of a land trust-holding title to a lot in RiverMist shall be a member of the Homeowners Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separate from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a lot in RiverMist at which time the new owner shall automatically become a member of the Homeowners Association.

If more than one person or entity is the record owner of a lot in RiverMist, all such persons or entities shall be members.

Each member of the Homeowners Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation; the By-Laws of the Homeowners Association, and the rules and regulations promulgated from time to time by the Homeowners Association or its Board of Directors.

Any person or entity who holds an interest in a lot in RiverMist merely as a security for the performance of an obligation or any person in possession of a lot under a contract to purchase such lot, shall be a member of the Homeowners Association.

Section 4. Voting Rights. The Homeowners Association shall have two classes of voting membership:

- a. Class A: Class A members shall be all record owners of lots in RiverMist and all beneficiaries of land trusts holding title to lots in RiverMist with the exception of the Covenantor and the Developer.
- b. Class B: Class B members shall be the Covenantor, and the Developer.

Class A members shall be entitled to one vote for each lot owned. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in RiverMist, then the vote for that lot shall be exercised as those members among themselves determine. In no event shall more than one vote be cast with respect to any such lot.

Class B members shall be entitled to three votes for each lot owned. No more than three votes shall be cast with respect to any such lot.

Class B membership shall cease and be converted to Class A membership on the occurrence of either of the following events, whichever occur first:

- c. upon conveyance of the title of a lot in RiverMist other than to the Developer; or
- d. whenever the Class B member elects to do so.

The Homeowners Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners Association against the member's lot remains unpaid.

Section 5. Powers and Duties of the Homeowners Association. The Homeowners Association shall be responsible for the operation, maintenance, and repair of streets and sidewalks and those areas designated on the Final Plat of Subdivision for RiverMist as EASEMENT FOR PUBLIC UTILITIES, DRAINAGE AND RiverMist HOMEOWNER'S ASSOCIATION MAINTENANCE (hereinafter referred to as "MAINTENANCE EASEMENT"). The Homeowners Association shall mow, care for, remove rubbish, water, and plant grass, shrubs, trees, and/or flowers in and upon said easements, and shall maintain, repair, clean and replace all appurtenances in and upon said MAINTENANCE EASEMENT which include, but are not necessarily limited to, entrance monuments, all water features (including waterfalls, rills, and ponds), landscaping, and any electrical, mechanical and sprinkling systems and parts thereof.

Section 6. Meetings. The initial meeting of the voting members shall be held upon ten days written notice given by the Covenantor. Such written notice may be given at any time after at least fifty-one percent of the homes are occupied but must be given not later than thirty days after seventy-five percent of the lots are sold and fifty percent of the homes are occupied. Thereafter, there shall be an annual meeting of the voting members as provided in the Homeowners Association By-Laws.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings may be called by the President, the

Board of Directors, or the voting members having, in the aggregate, not less than twenty-five percent of the total votes of the Homeowners Association. Special meetings shall be held as provided in the Homeowners Association By-Laws.

The presence in person or by proxy at any meeting of the voting members having a majority of the total votes of the Homeowners Association shall constitute a quorum. Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act, the Articles of Incorporation of the Homeowners Association, or the by-laws of the Homeowners Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

Section 7. Board of Directors. The affairs of the Homeowners Association shall be managed by a Board of Directors. At the initial meeting of the voting members, a Board of Directors shall be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The By-Laws of the Homeowners Association shall set forth the general powers of the Board, the number, tenure, and qualification of directors, their term of office, manner of election and removal, and method of operation of the Board.

The voting members having at least sixty-six percent of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of the Board members, provided that such number shall be not less than three and that the terms of at least one-third of the persons on the Board shall expire annually.

Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having sixty-six percent of the total votes.

The Board shall elect from among its members the following officers:

- a. A President who shall preside over both its meetings and those of the voting members and who shall be the Chief Executive Officer of the Board.
- b. One or more Vice-Presidents who shall assume the duties of the President if the President is unable to fulfill his duties.
- c. A Secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall perform all the duties incident to the office of Secretary.
- d. A Treasurer who shall keep the financial records and books of account.

The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Homeowners Association.

The members of the Board and the officers thereof shall not be liable to the Homeowners Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as Directors or officers. The Homeowners Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of contracts made by others.

In the event of any disagreement between any members of the Homeowners Association relating to the use or operation of the common property or any question or interpretation or application of the provisions of this Declaration or the By-Laws of the Homeowners Association, the determination thereof by the Board shall be final and binding on each and all such members of the Homeowners Association.

ARTICLE IV

MAINTENANCE ASSESSMENTS FOR RiverMist

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Covenantor, for each lot owned by it in RiverMist, hereby covenants that each owner of a lot in RiverMist by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Homeowners Association regular assessments or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Homeowners Association shall be used for any purpose of the Homeowners Association as specified in this Declaration or in its Articles of Incorporation, including but not limited to promoting the recreation, health, safety and welfare of the property owners and residents of RiverMist, providing for the operation, maintenance, and repair of the streets, sidewalks and the MAINTENANCE EASEMENT, as provided in Article III, Section 5 hereinabove, and paying the costs of insurance.

Section 3. Basis of Regular Assessments. Until the year beginning June 1, 1988, all assessments shall be paid by Covenantor, as provided in Article III, Section 2 hereinabove. On or before June 1, 1988, the amount of the regular assessment shall be established by a vote of the Board of Directors of the Homeowners Association, as hereinafter provided. From and

after June 1, 1988, the regular assessment may be increased or decreased by a vote of the Board of Directors of the Homeowners Association, as hereinafter provided, for the next succeeding year and at the end of that year for each succeeding year.

The Board of Directors of the Homeowners Association may, at any time, after consideration of current maintenance costs and future needs of the Homeowners Association, fix the actual assessment for any year at an amount less than that previously set for that year.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments authorized by Section 3 above, the Homeowners Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of the streets, sidewalks and the MAINTENANCE EASEMENT, as provided in Article III, Section 5 hereinabove, provided that any such assessment shall have the assent of sixty-six percent of the total members of the Board of Directors, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting. The special assessment shall be allocated pro rata against all lots in RiverMist according to the number of votes to which each lot is entitled. Notwithstanding the above, Class B members shall not be obligated to pay any such special assessment.

Section 5. Change in Basis of Regular Assessments. Subject to the limitation of Section 3 above, and for the periods therein specified, the Homeowners Association may change the maximum and basis of the regular assessments fixed by said Section 3, and for the periods therein specified, the Homeowners Association may change the maximum and basis of the regular assessments fixed by said Section 3 hereof prospectively for any such annual period provided that any such change shall have the assent of two-thirds of the vote of the members of the Board of Directors, at a meeting duly called for this purpose.

Section 6. Quorum for any Action Authorized under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 above shall be the presence in person at the meeting of the Board of Directors that number of Directors having sixty-six percent of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. Date of Commencement of Regular Assessments. The regular assessment provided for herein shall commence on June 1, 1988, as provided in Article IV, Section 5 hereinabove.

Section 8. Duties of the Board of Directors. Except as herein otherwise provided, the Board of Directors of the Homeowners Association

shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Homeowners Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of an Assessment. If the Assessments are not paid on the date when due (being the date specified in Section 7 above), then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorney's fees thereof as hereinafter provided, thereupon becoming a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representatives, assigns, successors, and grantees and the limitation of the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally so liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgage delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois and the Homeowners Association may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all actions at law

shall be in Will County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Homeowners Association, the trustee shall furnish the Homeowners Association with a certified copy of the trust agreement so that the Homeowners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein may for any reason be subordinated by the Homeowners Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

Section 11. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- a. all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and
- b. all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption.

ARTICLE V

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owner. Each owner of a lot in RiverMist shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on that portion of his own lot and adjoining parkways which is not included in the MAINTENANCE EASEMENT and keep same in good condition. In the event that the lot owner fails to keep his lot in good condition and the lot is vacant, the Homeowners Association shall do any work necessary to put the lot in good condition. The

Homeowners Association shall assess the owner of the lot for the cost of the work subject to the imposition of a lien in accordance with Article IV, Sections 9 and 10 herein.

Section 2. Responsibility of Homeowners Association. The Homeowners Association shall be responsible for operation, maintenance, and repair as provided in Article III., Section 5.

Section 3. Liability for Damage to Property within the MAINTENANCE EASEMENT. Each lot owner in RiverMist shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Homeowners Association is responsible to maintain in RiverMist rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents, or lessees.

ARTICLE VI

COVENANTOR'S RESERVED RIGHTS

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

The Covenantor shall have the right to designate and/or grant any and all easements which in its sole discretion are deemed necessary for the development of RiverMist. Said easements shall include but are not limited to easements over, above, or under any part of RiverMist which may be granted to any public utility, any private utility, or any governmental body for the installation of electrical service, telephone conduit lines, pay or cable television lines, gas pipes, sewer pipes, water supply system, or a storm drainage system, including a storm detention or retention basin serving any lot.

Section 2. Architectural Review. The Covenantor shall have the right to require architectural review by the Developer of all buildings and structures to be erected in RiverMist until the later of: 1) sixty days after the completion and occupancy of residences on all RiverMist lots; or 2) June 1, 1988; thereafter, said architectural review shall revert to the Homeowners Association. No building, fence, wall, swimming pool, or other structure shall be commenced, erected, or maintained, nor shall any exterior additions to or exterior changes or alteration therein be made prior to written approval by the Developer. The owner of the lot shall submit the following information: a) construction plans and specifications, showing the nature, kind, shape, height, materials, and color scheme of the building or structure; b) a plat of survey showing the location of the building or structure on the lot as surveyed by any surveyor specified by the Developer; and c) a grading plan as engineered and drawn by any engineer specified by the Developer. The Developer shall have the right to reasonably refuse to approve any such construction if

determines is not suitable or desirable for RiverMist based on aesthetic considerations or other factors.

All plans, specifications, and other information shall be filed in the office of the Developer at 6 S 235 Steeple Run Drive, Suite 10-B, Naperville, Illinois 60540, or at such other location which may be specified from time to time by the Developer for approval or disapproval. A report in writing setting forth the decision of the Developer and the reason therefor shall thereafter be transmitted to the applicant by the Developer within fifteen days after the date of filing the plans, specifications and other information by the applicant. In the event the Developer fails to approve or to disapprove such application within fifteen days after the date of filing the plans, specifications and other information, approval of Developer will not be required and this Section will be deemed to be complied with.

Section 3. General Rights. The Covenantor shall have the right to execute all documents or undertake any actions affecting RiverMist which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article VIII of the Declaration. This right shall cease upon the election of the initial Board of Directors.

ARTICLE VII

COVENANTS AND RESTRICTIONS RELATING TO RIVERMIST

Section 1. No lots shall be used except for single-family residential purposes nor shall any trade, business or commercial enterprise of any type whatsoever be permitted or maintained on any of the lots.

Section 2. All dwelling units constructed in RiverMist shall provide at a minimum the following area of finished living quarters:

- a. one-story dwelling units: 3,000 square feet;
- b. two-story dwelling units: 3,500 square feet; and
- c. split-level dwelling units: 3,500 square feet.

This Section may only be amended by the Covenantor. The Homeowners Association shall not amend this provision regarding the square footage of dwelling units.

Section 3. All dwelling units shall conform to the following requirements:

- a. one-story dwelling units shall have an all-masonry front;
- b. two-story dwelling units shall have an all-masonry front up to the bottom of second story;

- c. all-cedar dwelling units are permitted notwithstanding the foregoing;
- d. no aluminum siding may be used;
- e. all dwelling units must have natural cedar shake shingle roofs;
- f. all dwelling units must have attached garages for not less than two automobiles; and
- g. all dwelling units must be provided with overhead sanitary sewer.

This Section may only be amended by the Covenantor. The Homeowners Association shall not amend this provision regarding construction requirements for dwelling units.

Section 4. Each owner of a lot in RiverMist shall sod his lot with grass, including the parkway. Said sod shall be laid within two weeks of the home being occupied, subject to adverse weather conditions and City of Naperville regulations.

Subject to terms and conditions acceptable to the Homeowners Association, each Association member shall have the right, but not the obligation, to request permission from the Association to use water from the onsite ponds and rills as a water source for the member's private lawn irrigation. All costs and expenses incidental thereto shall be born by the member exercising such right.

Covenantor shall encourage the Homeowners Association to purchase several portable water pumps to be used by Association members on some equitable basis as determined by the Association.

Section 5. No recreational vehicles, camping trailers, boats, tractors, trucks, motorcycles, mobile homes or other vehicles of any type whatsoever are to be parked, stored or left unattended, permanently or temporarily, on any lots in RiverMist except in the garages on the lots; provided that the operable automobiles being used by the owners, occupants and their invitees of the lots in RiverMist may be parked on the owners' driveways and subdivision streets as permitted by law and the rules and regulations promulgated by the Homeowners Association.

Section 6. No bicycles, carriages or other articles shall be stored or left visible on any lot in RiverMist except when in use.

Section 7. No signs of any kind shall be displayed to the public view on any lot except:

- a) one sign of not more than two square feet or such other dimension approved by the Homeowners Association advertising the property for sale or rent; and
- b) any and all signs used or approved by the Developer in connection with developing and advertising lots for sale in RiverMist.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for

any commercial purpose. No dog kennels of any type shall be kept or maintained on any of the lots and no household pets of any type whatsoever shall be kept, maintained or housed anywhere on any of the lots except inside the dwelling unit.

Section 9. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any of the lots and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots. Trash, garbage or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage or other waste containers shall be stored, kept or maintained anywhere except within the dwelling units or the garages on each of the lots, except on such days as such trash, garbage or other waste material is to be collected and removed.

Section 10. No drilling or mining operations of any type whatsoever shall be permitted upon or in any of the lots, nor shall any wells, tanks, tunnels, excavation or shafts be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the lots.

Section 11. No exterior television antennas, television satellite dishes, radio antennas or lights of any type whatsoever shall be erected or installed or maintained, temporarily or permanently, except such antennas or lights which shall be erected or installed or approved by the Covenantor or the Homeowners Association.

Section 12. The water features of every kind and description which are property for which the Homeowners Association is responsible shall not be used for any recreational purpose whatsoever.

Section 13. All structures to be erected shall comply with all government regulations, including zoning and building codes.

Section 14. There shall be a private easement for purposes of ingress, egress, and recreation for the benefit and enjoyment of the owners and occupants of the lots and their invitees over that portion of the lots lying within Outlot 2 and the MAINTENANCE EASEMENT and which extends from the edge of the water nearer the dwelling unit to the edges of the lot opposite the street.

Section 15. All easements created herein shall be subject to all public utility easements heretofore or hereafter granted.

ARTICLE VIIIAMENDMENTS

Section 1. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification, or rescission, signed by owners having at least sixty-six percent of the total vote and certified by the secretary of the Board of Directors, provided however that all lien holders of record have been notified either by personal service or mailing by certified mail of such change, modification or rescission and an affidavit by said secretary certifying to same as to a part of such instrument.

Section 2. Notice of Amendment. The change, modification or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Will County, Illinois.

ARTICLE IXGENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the owners of lots and beneficiaries of trusts holding title to lots in RiverMist full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowners Association, or the owner of any lots subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of sixty-six percent of the lots in RiverMist has been recorded agreeing to change said covenants, restrictions, easements, charges, and liens, in whole or in part. No such agreement to change shall be effective unless made and recorded three years 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 days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any lot owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either a) sent by mail with postage prepaid to the last known address of the person or entity who appears as the lot owner on the records of the Homeowners Association at the time of such mailing; or b) personally delivered to the last known address of the person or entity who appears as the lot owner on the records of the Homeowners Association at the time of such delivery.

Section 3. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance and each purchaser under any contract for such deed

or other conveyance, accepts the same subject to a) all covenants, restrictions, easements, charges, and liens and the jurisdiction, rights, and powers created by this Declaration and b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article IX or described in any part of this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a fine single-family residential community of the highest quality and character.

Section 5. Covenant to Abide by this Declaration. The Covenantor covenants to abide by each and every covenant, restriction, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 6. Lot Ownership in Trust. In the event title to any lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot ownership.

Section 7. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, easement, charge, or lien, either to restrain violation or to recover damages and against the land to enforce any lien created by these covenants and restrictions. Failure by the Covenantor, the Homeowners Association or any owner of a lot in RiverMist to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 8. Model Homes. It shall be deemed a violation of these covenants and restrictions to erect or maintain a model home in RiverMist for a period of more than six months after the completion and occupancy of residences on ninety-five percent of the lots in RiverMist.

Section 9. Covenant in Event of Dissolution of the Homeowners Association. In the event the Homeowners Association is dissolved, the owners of lots in RiverMist agree that all provisions contained herein regarding maintenance, repair, and replacement in RiverMist shall still apply and that this Declaration shall be in full force and effect.

Section 10. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, HARRIS BANK NAPERVILLE, not personally, but as Trustee under a Trust Agreement dated October 6, 1986, and known as Trust No. 4853, has caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on this 4th day of September, 1987.

HARRIS BANK NAPERVILLE, not personally, but as Trustee under a Trust Agreement dated October 6, 1986, and known as Trust No. 4853

BY: See Trustee's Rider attached hereto and made a part hereof

Attest: _____

This instrument was prepared by Willard Brestal
124 South Washington Street
Naperville, Illinois 60566

Permanent Parcel Number: 02-06-400-001