

September 12, 1996, October 8, 1996, October 29, 1996

**DECLARATION OF
PROTECTIVE COVENANTS
HEATHER RIDGE SUBDIVISION
PHASE II - MINOOKA, GRUNDY
COUNTY, ILLINOIS**

THIS DECLARATION, made this 29th day of October, 1996, by FIRST MIDWEST TRUST COMPANY, N.A., as Trustee under the provisions of a Trust Agreement dated September 3, 1996 and known as Trust No. 6102, (hereinafter called "Declarant").

330082
FILED 31.00
FOR RECORD

1996 NOV -4 PM 3:47

Anna G. Phillips
GRUNDY COUNTY
CLERK & RECORDER

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereafter set forth, each and all of which is, and are, for the benefit of said property and each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof; and

WHEREAS, Declarant wishes to establish a governing entity to administer the common facilities contemplated herein and to promulgate such rules and regulations as it determines to be reasonably necessary to achieve the development ends as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in ARTICLE I hereof is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in Minooka, Grundy County, Illinois, and is more particularly described on Exhibit "A" attached hereto and incorporated by reference herein. Declarant reserves the right to subject additional contiguous property within the Village of Minooka, Grundy County, Illinois to these covenants, provided such property shall be an additional phase of Heather Ridge Subdivision.

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property described in ARTICLE I hereof is subjected to the covenants hereby declared to insure proper use and appropriate development and improvements of Declarant's subdivision and every part thereof; to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks and streets, and adequate free spaces between structures; and, in general, to provide adequately for a residential area of the highest quality and character.

ARTICLE III

HEATHER RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION

A. DEFINITIONS

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1. "Association" means the Heather Ridge Subdivision Homeowners Association established herein.
2. "Annexation Agreement" means that Annexation Agreement dated December 14, 1993 between the Village of Minooka, an Illinois Municipal Corporation, James P. Clennon, Mary Jane Clennon, Larry Nelson and Michael Feeney.
3. "Board" means the Board of Managers (or Board of Directors if a not-for-profit corporation is created to manage the affairs of the Association).
4. "Common Expenses" means the proposed or actual expenses affecting the property subject to this Declaration, assessed by the Association.
5. "Declaration" means this instrument, as it may be amended from time to time.
6. "Declarant" means First Midwest Trust Company, N.A., as Trustee under the provisions of a Trust Agreement dated September 3, 1996 and known as Trust No. 6102, and its successors or assigns, if any.
7. "Developer" means Heather Ridge Development, Inc.
8. "Lot" means, in the singular, one of the seventy-seven (77) lots in Heather Ridge Subdivision - Phase II, and any lot created by the subsequent or previous subdivision of contiguous land which Declarant may subject or has subjected to these Covenants.

9. "Heather Ridge Subdivision - Phase II" includes Residential Lots 50 through 125 and 140.

10. "Duplex Unit" means, in the singular, each of the semi-detached, single family dwelling units constructed on a lot zoned R-3 under the Village of Minooka Zoning Ordinance.

11. "Owner" means a person having a fee title to a lot or part thereof or a beneficial interest in an entity having such an interest, which lot is included within Heather Ridge Subdivision.

12. "Property" means the real estate which is subject to this Declaration.

13. "Plat" means the final plat of subdivision for Heather Ridge Subdivision - Phase II, and any subsequent Phase thereof which Declarant may make subject to these covenants.

B. ADMINISTRATION AND OPERATIONS

1. ADMINISTRATION. The administration of the property shall be vested in a board consisting of three (3) persons, elected in the manner provided in the By-laws contained in this Declaration, in Article III. The Declarant may cause to be incorporated under the laws of the State of Illinois, a not-for-profit corporation under the name "Heather Ridge Subdivision Homeowners Association" or a similar name, which shall be the governing body for all maintenance, repair, replacement, administration and operation of the property subject to this Declaration.

2. DUTIES OF THE ASSOCIATION. The Association shall have the following duties with regard to the property as a whole:

(a) Operation, repair, maintenance and renewal of any tot lots and storm water retention or detention structures or ponds, or lots for storm water retention or detention on the property. In the event the Village of Minooka shall accept the deed or dedication of the same, the duty of the Association shall cease. The Village of Minooka is hereby granted standing to enforce this duty upon the Association. In the event the Association fails to operate, repair, maintain, or renew the storm water retention or detention structures or ponds, in substantially the same condition as when those structures or ponds were approved by the Village of Minooka, then the Village of Minooka, after 30 days written notice to the Association, may perform such work as may be necessary to operate, repair, maintain, and renew the storm water retention or detention structures or ponds. The Association shall reimburse the Village for all of its reasonable costs and expenses of such work within thirty (30) days of receiving a written statement detailing such costs and expenses.

(b) Operation, repair, maintenance and renewal of any common or other property owned by the Association.

(c) Take such actions as it deems reasonably necessary to enforce the provisions of this Declaration.

3. POWERS OF THE ASSOCIATION. In carrying out the duties set forth herein, the Association shall have all of the powers and authority commonly vested in common property management associations, including, but not limited to, the following:

6. ADMINISTRATION OF PROPERTY PRIOR TO ELECTION OF INITIAL BOARD OF MANAGERS. Until the election of the initial Board, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by this Declaration shall be held and performed by the Developer. The election of the initial Board shall be held not later than sixty (60) days after written tender of Developer to owners entitled to vote or August 25, 2004, whichever is earlier. If the initial Board is not elected by the owners at the time so established, the Developer shall continue in office for a period of thirty (30) days whereupon written notice of resignation shall be sent to all of the owners entitled to vote at such election.

Within sixty (60) days following the election of a majority of the Board other than the Developer, the Developer shall deliver to the Board:

- (a) All original documents of the Association pertaining to the Property and its administration such as the Declaration, By-Laws, Articles of Incorporation, minutes and code of regulation;
- (b) A detailed accounting by the Developer setting forth the source and nature of receipts and expenditures in connection with the Association's management, maintenance and operation of the Property;
- (c) Association funds which shall have been at all times segregated from any other moneys of the Developer;
- (d) A schedule of all personal property, equipment and fixtures belonging to the Association, including documents transferring the Property; and
- (e) Any contract, lease, or other agreement made prior to the election of a majority of the Board by the Developer by or on behalf of the Association.

C. BY-LAWS

1. NAME. The Name of the Association shall be Heather Ridge Subdivision Homeowners Association.
2. INCORPORATION OF ASSOCIATION. Declarant may cause to be formed an Illinois not-for-profit corporation under the name Heather Ridge Subdivision Homeowners Association.
3. OFFICE. The corporation shall continuously maintain in the State of Illinois a Registered Office and a Registered Agent whose business office is identical to the Registered Office, and may have other offices within or without the State.

4. MEMBERS.

(a) Class of Membership. The Association shall have one class of members. The Association shall have a membership numbering no greater than the total number of owners of a lot in Heather Ridge Subdivision, and any Phase thereof. The Association shall be bound to accept as members the lot owners of any property subjected to these covenants as an additional phase of Heather Ridge Subdivision.

(b) Qualifications for Membership. Any person or persons owning all of a lot in Heather Ridge Subdivision, or one hundred percent (100%) of the beneficial interest in an equity owning such a lot, shall be a

member of the Association. A membership may be held jointly by two or more persons owning legal or equitable title to such a lot. Where a lot zoned R-3 is improved with a duplex unit, the owners of each duplex unit shall be a member of the Association.

(c) Termination of Membership. Membership shall cease for any member upon conveyance of a lot or the assignment of beneficial interest in an equity owning a lot.

(d) Voting Rights. Each membership, regardless of the number of persons owning the same, shall be entitled to one (1) vote on all issues to come before the membership of the Association.

(e) Transfer of Membership. Membership in the Association shall not be transferable except upon the sale of a lot or the beneficial interest in an equity owning a lot in the Heather Ridge Subdivision.

5. MEETINGS OF MEMBERS.

(a) Annual Meeting. An annual meeting of the members shall be held on the first Monday of April of each year for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

(b) Special Meeting. Special meetings of the members may be called by the president or the board of directors, or by written petition signed by at least forty (40%) of the memberships having voting rights, for the purpose or purposes stated in the call of the meeting.

(c) Place of Meeting. The board of directors may designate any place as the place of meeting called by the board of directors. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the corporation in the State of Illinois.

(d) Notice of Meetings. Written notice stating the place, date and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five nor more than sixty days before the date of such meeting, or, in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty nor more than sixty days before the date of the meeting. In case of a special meeting or when required by statute or by these By-Laws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the corporation, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

(e) Informal Action by Members. Any action required to be taken at a meeting of the members of the corporation, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either (i) by all the members entitled to vote with respect to the subject matter thereof, or (ii) by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voting. If such consent is signed by less than all of the members entitled to vote, then such consent shall become effective only (1) if, at least five days prior to the effective date of such consent a notice in writing of the proposed action is delivered to all of the members entitled to vote with respect to the subject matter thereof, and (2) if, after the effective date of such consent, prompt notice in writing of the

taking of the corporate action without a meeting is delivered to those members entitled to vote who have not consented in writing.

(f) Quorum. The holders of a majority of votes which may be cast at a meeting of the corporation shall constitute a quorum for the transaction of business at any meeting of members, provided that if less than a majority of memberships are present at said meeting, a majority of those memberships present may adjourn the meeting to another time without further notice.

(g) Proxies. Each member is entitled to vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting and may authorize another member to act for him or her by written proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provides for a longer period.

(h) Voting by Ballot. Voting on any question or in any election may be voiced unless the chairman of the meeting shall order or any member shall demand that voting be by ballot.

6. BOARD OF DIRECTORS.

(a) General Powers. The affairs of the corporation shall be managed by or under the direction of its board of directors.

(b) Number, Tenure and Qualifications. The number of directors shall be three. Each director shall hold office until the next annual meeting of members and until his or her successor shall have been elected and qualified. Directors shall have a membership interest in the corporation and shall be at least twenty-one (21) years of age. The number of directors may not be decreased to fewer than three (3), but may be increased to any number from time to time by amendment of this section. No decrease shall have the effect of shortening the term of an incumbent director.

(c) Regular Meetings. A regular annual meeting of the board of directors shall be held without other notice than these By-Laws, immediately after, and at the same place as, the annual meeting of members. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

(d) Special Meetings. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board may fix any place as the place for holding any special meeting of the board called by them.

(e) Notice. Notice of any special meeting of the board of directors shall be given at least two (2) days previous thereto by written notice to each director at his or her address as shown by the records of the corporation except that no special meeting of the directors may remove a director unless written notice of the proposed removal is delivered to all directors at least twenty (20) days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the board of directors may be waived in writing by the person or persons entitled to the notice either before or after the time of the special meeting and attendance at a special meeting will constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the

board need be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

(f) Quorum. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board of directors, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice.

(g) Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these By-Laws, or the articles of incorporation. No director may act by proxy on any matter.

(h) Vacancies. Any vacancy occurring on the board of directors or any directorship to be filled by reason of an increase in the number of directors shall be filled by the board of directors unless the articles of incorporation, a statute, or these By-Laws provide that a vacancy or directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected or appointed, as the case may be, to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

(i) Resignation and Removal of Directors. A director may resign at any time upon written notice to the board of directors. A director may be removed without cause, as specified by statute.

(j) Informal Action by Directors. The authority of the board of directors may be exercised without a meeting as long as a consent in writing, setting forth the action taken, is signed by all of the directors entitled to vote on the action taken.

(k) Compensation. No director shall be paid a salary or honorarium for services to the corporation. The directors may be paid their expenses, if any, of attendance at each meeting of the board. No such payment previously mentioned in this section shall preclude any director from serving the corporation in any other capacity and receiving reasonable compensation therefore.

(l) Presumption of Assent. A director of the corporation who is present at a meeting of the board of directors at which action on any corporation matter is taken shall be conclusively presumed to have assented to the action taken unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by certified mail to the secretary of the corporation immediately after the adjournment thereof. Such right to dissent shall not apply to a director who voted in favor of such action.

7. OFFICERS.

(a) The officers of the corporation shall be a president, a treasurer, a secretary and such other officers as may be elected or appointed by the board of directors. Officers whose authority and duties are not prescribed in these By-Laws, shall have such authority and duties as may be prescribed from time to time, by the board of directors. Any two or more offices may be held by the same person.

(b) Election and Term of Office. The officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be

filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

(c) Removal. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

(d) President. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he or she shall be in charge of the business and affairs of the corporation; he or she shall see that the resolutions and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the board of directors; and, in general, he or she shall discharge all duties incident of the office of president and such other duties as may be prescribed by the board of directors. He or she shall preside at all meetings of the members and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer, he may execute for the corporation any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He or she may vote all securities which the corporation is entitle to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

(e) Treasurer. The treasurer shall be the principal accounting and financial officer of the corporation. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefore, and for the receipt and disbursements thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him or her by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine.

(f) Secretary. The secretary shall (a) record the minutes of the meetings of the members and of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be a custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each member which shall be furnished to the secretary by such member; and (e) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned by him or her by the president or by the board of directors.

(g) Salaries. The officers shall serve without compensation. However, they may be paid their expenses, if any, of attendance of any meeting.

8. CONTRACTS, CHECKS, DEPOSITS AND FUNDS.

(a) Contracts. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these by-laws, to enter into any contract or execute

and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

(b) Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors, such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or a vice president of the corporation.

(c) Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, or other depositories as the board of directors may select.

(d) Gifts. The board of directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

9. BOOKS AND RECORDS.

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his or her agent or attorney for any proper purpose at any reasonable time.

10. FISCAL YEAR. The fiscal year of the corporation shall be fixed by resolution of the board of directors.

11. DUES AND ASSESSMENTS. The board of directors may determine from time to time the amount of annual dues and assessments payable to the Association by members. The board of directors shall cause to be prepared an annual budget which shall be distributed to the members on or before twenty-one (21) days of the date of the annual meeting. Members shall pay dues and assessments based upon said annual budget in monthly increments of one-twelfth of their prorated share thereof. The annual budget shall contain a reconciliation of the preceding year's actual expenses with the budgets and credits or charges to balance any surplus or short fall shown thereby. The board may establish reasonable operating reserves as a part of the budget process.

12. SEAL. The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect or change the construction thereof, and the use of the corporate seal is not mandatory.

13. WAIVER OF NOTICE. Whenever any notice is required to be given under the provisions of the General Not For Profit Corporation Act of Illinois or under the provisions of the articles of incorporation or the by-laws of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute a waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

14. INDEMNIFICATION OF MEMBERS, DIRECTORS, OFFICERS AND EMPLOYEES.

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a member, director or an officer of the corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not for Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such member, director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Article shall be deemed to be a contract between the corporation and each member, director and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not for Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts.

(b) The corporation may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative by reason of the fact that he is or was an employee or agent of the corporation, or is or was serving at the request of the corporation, as a member, director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorney fee), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding to the extent and in the manner set forth in and permitted by the Illinois General Not-for-Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

15. AMENDMENTS. The power to alter, amend or repeal the By-Laws or adopt new By-Laws shall be vested in the board of directors unless otherwise provides in the articles of incorporation or the By-Laws. Such action may be taken at a regular or special meeting for which notice of the purpose shall be given. The By-Laws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

ARTICLE IV

GENERAL RESTRICTIONS

The following restrictions shall apply to Lots 50 through 125, inclusive, and Lot 140, as shown on the Plat of Heather Ridge Subdivision - Phase II, except for that Lot No. 69 further identified as a "Tot Lot", and said Lot 69 identified on the Plat as a "Tot Lot" shall be governed by the restrictions set forth in Paragraph 28 of this Article IV:

1. DWELLING TYPES AND USES.

A. Single Family Occupancy. Only one (1) residential building shall be erected or allowed to exist upon lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77,

78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 98, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, and 121, inclusive, and said residential building shall be used or occupied only as a single family detached dwelling, exclusively for single family, private residence purposes.

The term single-family detached dwelling shall have the same meaning as set forth in the Minooka Municipal Code, as amended at the date of recording of these covenants. No type of dwelling not specifically set forth herein shall be permitted.

B. Duplexes Permitted Where Allowed By Zoning. Only the following dwelling unit types shall be permitted to be constructed on lots 97, 99, 100, 101, 102, 103, 104, 122, 123, 124, 125 and 140, inclusive, within said subdivision:

- i. Single family detached dwelling
- ii. Single family semi-detached dwelling (duplex unit).

The terms single family detached and single family semi-detached dwelling shall have the same meaning as set forth in title V, Zoning and Subdivisions, of the Minooka Municipal Code, as amended at the date of recording of these covenants. No dwelling type not specifically set forth herein shall be permitted. The Village of Minooka is hereby granted standing to enforce this restriction.

C. No Business. No trade, commercial or business practice or activity of any kind or nature whatsoever shall be conducted, operated, maintained or permitted upon Lots 50 through 125, and 140, inclusive, as depicted on the Plat or from any structure on Lots 50 through 125 and 140, inclusive, as depicted on the Plat.

2. TWO-CAR GARAGE REQUIRED. As appurtenant to the residential building permitted by paragraph 1 hereof and to be used exclusively in connection with such residential building, a private garage of not less than 22 feet deep by 21 feet wide shall be constructed or erected, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway. Such garage shall not be used at any time as a residence. Such garage shall conform to the architectural design of the residence, shall be constructed of the same or similar building materials as the residence, and shall evidence the same quality of construction, appearance and relative proportions as the residence to which it is attached.

3. BUILDING HEIGHT. No dwelling shall be erected, altered, or placed, which is more than two and one-half (2 1/2) stories or thirty-five (35) feet in height.

4. DWELLING QUALITY AND SIZE, PAVED DRIVEWAYS. It is the intention and purpose of these Covenants that all dwellings shall be of quality design, workmanship and materials. All residential structures must have brick, stone, stucco, wood, vinyl or aluminum siding. The front elevation of all residential structures (including attached garages), shall be improved with face brick or decorative stone to a height of at least ten (10) feet. All driveways shall be paved prior to occupancy, weather permitting. All dwellings shall have roofs that shall have a minimum of three (3) roof lines or elevations. All dwellings shall be constructed in accordance with applicable governmental building codes. The finished floor area of the dwelling, exclusive of basements, attached garages, open terraces and breezeways, shall be as follows:

A. A one-story residence shall contain at least one thousand six hundred (1,600) square feet of living area for Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 88, 89, 90, 91, 92, 93, 94, 95, 96, 98, 105, 106, 107, 108, 109, 110, 111, 112, 115, 116, 117, 118, 119, 120, and 121, inclusive, and a one-story residence shall contain at least one

thousand eight hundred (1,800) square feet of living area for Lots 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 97, 99, 100, 101, 102, 103, 104, 113, 114, 122, 123, 124, 125 and 140, inclusive;

B. A one and one-half story residence shall contain at least two thousand (2,000) square feet of total living area (for all purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor, but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level);

C. A two-story residence shall contain at least one thousand (1,000) square feet of living area on the first floor, with a minimum of 2,000 total square feet of living area for Lots 50, 51, 52, 53, 54, 55, 56, 57, 58, 88, 89, 90, 91, 92, 93, 94, 95, 96, 98, 105, 106, 107, 108, 109, 110, 111, 112, 115, 116, 117, 118, 119, 120, and 121, inclusive, and one thousand one hundred (1,100) square feet of living area on the first floor, with a minimum of two thousand two hundred (2,200) total square feet of living area for Lots 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 97, 99, 100, 101, 102, 103, 104, 113, 114, 122, 123, 124, 125 and 140, inclusive;

D. A multi-level, split-level, bi-level, tri-level or staggered level residence must contain at least two thousand two hundred (2,200) square feet of living area.

E. Each duplex unit shall contain a minimum of one thousand two hundred (1,200) square feet of living area.

5. EASEMENTS. Any easements that may hereinafter be reserved by the Declarant in connection with a deed or conveyance shall be deemed to be reserved to the Declarant, their successors or assigns.

6. NUISANCES AND LIVESTOCK.

A. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood;

B. No livestock, bees or poultry shall be kept or maintained in connection with any residence;

C. No burning of refuse shall be permitted outside the dwelling except that the burning of leaves is permitted if allowed by appropriate governmental regulations;

D. The use of any driveway or parking area which may be in front or adjacent to, or part of, any dwelling as a habitual parking place for camper, trailers, mobile homes, motor boats, houseboats, motor homes or commercial vehicles is prohibited.

E. Campers, commercial vehicles, trailers, motor homes, houseboats and motor boats may be maintained if housed completely within a structure. No roadway shall be used for the habitual parking of private or commercial vehicles, boats or trailers.

7. PLANT DISEASES OR NOXIOUS INSECTS. No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

8. TEMPORARY STRUCTURES.

A. No trailer, basement or an uncompleted building, tent, shack, garage, barn, motorized home, and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent.

B. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling and each such buildings or structures shall be removed upon completion of construction.

9. UNDERGROUND WIRING. No lines or wires for communication or the transmission of electrical current or power shall be constructed, placed or permitted to be placed anywhere in Declarant's subdivision other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

10. DUMPING AND/OR RELATED NUISANCES. The discharge or dumping of any harmful chemicals, paper, boxes, metal wire, junk or other refuse on or in any area shall be prohibited and the cost of removing same shall be borne by the party depositing or causing same to be deposited thereon.

11. BUILDING PLANS. The plan of any dwelling, building, fence or landscaping scheme to be erected upon any lot shall be first submitted to the Architectural Committee, hereinafter referred to as the Committee. The plan so submitted shall include sufficient drawings, specifications, exterior elevations, locations, fences, and the like. The Architectural Committee shall have authority to approve or disapprove any of such plans. Any disapproval must be made within thirty (30) days after the plan has been submitted and such disapproval shall be in writing, delivered or mailed to the owner of the lot or the builder who contemplated the erection of the improvement. Failure to give such notice within said 30 days shall constitute presumed approval.

The Committee shall have the unrestricted right to disapprove any plan if:

- a. The construction plans are not in accord with the provisions of this Declaration;
- b. If the design or color scheme is not in harmony with adjacent buildings;
- c. If the plans are incomplete;
- d. If the Committee deems the plan is contrary to the spirit of the conditions and restrictions of this Declaration or contrary to the welfare of the adjacent property owners;
- e. If the Committee, within its unlimited discretion deems the plans are not of such a design or character as the Committee deems proper and desirable for the particular area.

The Committee may approve a design or plans that do not meet with the letter of any restriction provided for herein, provided the Committee concludes in its sole discretion that the plans or designs are in general harmony with the character of the development and adjacent buildings, is not contrary to the general welfare of adjacent property owners, and is proper and desirable for the particular area.

Declarant reserves the absolute, unqualified right to enter into agreements with the owner or owners of any lot or lots, without the consent of the owner or owners of other lots, to depart from or vary any and all of the

covenants set forth herein, provided there are practical difficulties or particular hardships or other good and sufficient reasons evidenced by owner making the request for a variance proper. Any such departure or variation, which shall be manifested by an agreement in writing, shall not constitute a waiver of any such covenant as to other lots in Heather Ridge Subdivision, provided that departures and variations shall not result in harm or diminution in value of the Subdivision as a whole.

The decisions of the Committee shall be final. Neither the undersigned nor any architect nor any agent of the undersigned nor any member of the Committee shall be responsible for any defects in any plan even though approved, nor for any structural or other defects in any work done according to any plan even though approved.

The three (3) members of the Architectural Committee shall be appointed by the Developer, and their names shall be kept on file and shall be available at all times at the offices or place of business of the Developer, in Minooka, Illinois.

After ten (10) years from date, the Architectural Committee may cease to act if all lots are built upon; provided, however, after said 10 years, the majority of the lot owners may continue the authority of the Architectural Committee and appoint members thereof. Such declaration of extension and appointment shall be in writing and signed by a majority of the lot owners and filed with the land records for Grundy County, Illinois. During the first 10 years, the undersigned shall appoint the members.

It is declared that the purpose and function of the Architectural Committee is to oversee the planning of the development of the subdivision in a manner which is most attractive to all the owners of the lots and that by so doing, property values may be maintained at a higher level. The Committee shall not act arbitrarily but shall act in the best interests of the entire subdivision area.

A majority of the Architectural Committee may designate in writing one (1) member to act for it as its representative.

12. FOUNDATION ELEVATION. Each dwelling shall be constructed so that the top of the support for the first floor construction shall be at the elevation as approved by the Architectural Committee. No dwelling shall be constructed without first obtaining the Architectural Committee's and Developer's Engineer approval as to the elevation of the top of the support for the first floor construction.

13. UTILITY EASEMENTS. Each lot in the subdivision on which there appears an indication of a public utility easement is subject to a permanent easement hereby reserved of the width shown for the use of public utilities which will include the installation of pipes, mains, tiles, conduits, cables, lines, and other appurtenances to provide the lots in the subdivision with electrical services, water, sewer services, cable television and telephone services and gas services.

The easement is specifically reserved for the use of Commonwealth Edison Company, Ameritech, Northern Illinois Gas Company, Village of Minooka, and such cable television company as may provide services to the subdivision, and their successors and assigns to install, lay, construct, renew, operate, and maintain pipes, mains, tiles, conduits, manholes, cables, underneath and above ground, with all necessary appurtenances for the furnishing of electric, telephone, gas, sewer, water service, and cable television service, together with the right of all persons working for or directed by said firm and municipality to enter upon the premises at all times to so install and maintain said items.

No permanent building or tree shall be placed on said public utility easement but the same may be used for gardens, shrubs, landscaping and other purposes that do not interfere with the use of the easement for the public utility purposes.

14. PERMITTED SIGNS. Any owner of a lot may indicate that the lot and residence thereon is for sale or for rent by posting a sign at the front property line not larger than three (3') feet by two (2') feet in size. No other signs, banners or other manner of advertisement shall be permitted except as provided herein. The Developer and all builders as designated herein shall be allowed to construct model homes of their choosing in the subdivision as advertising for the construction project of said entities, with appropriate signage as approved by the Village of Minooka. Plans for all model homes shall be subject to the approval of the Architectural Review Committee. Further, the Declarant and Developer may construct signage advertising the Subdivision as approved by the Village of Minooka.

15. LAWN AND LANDSCAPING. Within ninety (90) days after a residence is occupied, or such additional time as the developer may allow because of the season of the year, but in no event later than June 15 following occupancy, the owner shall complete the landscaping of the residence, including the planting of a lawn, shrubs or other greenery as shown on the approved architectural renderings or drawings previously submitted.

16. TIME TO COMPLETE CONSTRUCTION. The construction or alteration of any building on any lot shall be prosecuted diligently from commencement to completion thereof. Unless otherwise authorized in writing by the developer, every residence being constructed, altered or remodeled in the subdivision shall be completed within eight (8) months after the date of issuance of the building permit.

17. WEED CUTTING AND CLEAN UP. Every lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any lot, except during the period of construction. The owner of each lot shall be responsible for cutting and removal of weeds each year so as to conform with the requirements, ordinances and regulations of the Village of Minooka. In any event, weeds or grasses shall not be permitted to grow greater than 12" in height.

18. DESTRUCTION OF BUILDING. In the event any building or structure is destroyed either wholly or partially by fire or any other casualty, said building or structure shall be promptly rebuilt, repaired or remodeled, all remaining portions of the building or structure, including the foundations and all debris shall, within sixty (60) days from the date of such fire or other casualty, be removed from the property and any excavation remaining shall be promptly filled with dirt, stone or the suitable nonorganic fill material approved by the Architectural Committee.

19. TANKS AND OUTSIDE AIR CONDITIONING UNITS. No elevated tanks of any kind shall be erected, placed or permitted to exist in the Subdivision. Tanks for the storage of gas or oil, whether above or below ground, are prohibited in the Subdivision. All air conditioning condensing units or other refrigeration, cooling or heating apparatus which are to be placed outside of a residence shall be located only in the side or rear yards of any residence constructed in the Subdivision, and no such unit or apparatus shall be located in any front yard of any residence in the Subdivision.

20. PETS. No more than two (2) dogs or cats over the age of six (6) months shall be permitted on any lot.

21. NO OUTSIDE STORAGE. There shall be no outside storage of garbage containers, trash, refuse, vehicles, watercraft or firewood on any residential lot. Garbage containers may not be placed outside a dwelling or garage on such lot for a period of greater than 24 hours.

22. SITE GRADING. The owner of any lot in the Subdivision on which any site grading activity is planned shall be solely responsible for ensuring that such grading activity takes place according to the Master Grading Plan submitted by the Developer and approved by the Village of Minooka. Neither Declarant, nor Developer, can be held responsible for any failure of an individual owner to adhere to such Master Grading Plan. All such grading shall require a permit from the Village of Minooka, Illinois. It is strongly recommended that, prior to commencement of construction on any lot, the owner of said lot accord due caution and regard to the siting of the proposed dwelling unit, its attached garage and the driveway, and the elevation of the top of foundation of said dwelling unit, its attached garage and the driveway, and the elevation of the top of the foundation of said dwelling unit, in connection with and as the siting of said structures may affect the grading of said Lot.

23. FENCES. No fence or other non-residential structure shall be erected or maintained on any lot in the Subdivision which shall unreasonably restrict or block the view from an adjoining lot in the Subdivision or which is in violation of any Minooka ordinance. No cyclone fences are allowed. Fences shall be allowed only in the rear and side yard of any lot. Said structures shall be no higher than six (6) feet, except for swimming pool enclosures, which shall be governed by local ordinances.

Prior to the erection or installation of any fence, plans and specifications for same shall be submitted to and approved by the Architectural Review Committee.

24. AMENDMENTS. This Declaration may be amended by the Developer or Declarant until such time as Declarant has conveyed all lots in the Subdivision owned by them to other purchasers. Thereafter, this Declaration may be amended by vote of the majority of the members of the Heather Ridge Subdivision. No amendment shall be effective unless and until a copy of the same is signed by the Declarant or, where appropriate, by a majority of the owners of lots in the Subdivision and is filed of record in the office of the Recorder of Deeds of Grundy County, Illinois. This agreement shall further govern the future disposition and ownership of lots in the Subdivision as to all owners hereof agreeing to be bonded by the terms of this agreement for their successors and assigns.

25. IMPACT FEES. The property governed herein was the subject of an Annexation Agreement. Article IX. C. of said agreement provides for the payment to the Village of \$1,500.00 for each lot zoned R-2 under the Village Code (Lots 50 through 96, 98, and 105 through 121, inclusive) and \$2,000.00 for each lot zoned R-3 (Lots 97, 99 through 104, 122 through 125, and 140, inclusive). The owners of each lot shall pay to the Village of Minooka said sums prior to and as a prerequisite to the issuance of a building permit. These sums, if not paid, shall be a lien upon the relevant lot enforceable by foreclosure under the Illinois Code of Civil Procedure.

The owner of each lot shall be responsible for the payment of all other school site, park site, or other impact or donation fees required of lot owners by the Minooka Village Code, or imposed by the legislative act of the Village of Minooka.

26. USE OF PONDS. There are, or may be constructed on the Property one or more retention, detention, drainage or other ponds or improvements. No motorized water craft shall be allowed on such ponds. The ponds shall not be put to any commercial use whatsoever.

27. DEVELOPER'S RIGHT TO REPURCHASE. The Sale by Declarant of Lots 50 through 125 and 140, excluding Lot 69, shall be subject for a period of 2 years after the Final Plat is recorded in the Grundy County Recorder's office to the following conditions:

(a) If the buyer wishes to sell the Lot without constructing a residence or dwelling on it, the Lot must first be offered to Developer who will have the right for sixty (60) days after receipt of written notice of the Lot Owner to repurchase said Lot at the same price for which buyer paid for the Lot, after deducting the cost of providing merchantable title to said Lot and deducting liens or encumbrances of a definite or ascertainable amount.

(b) Each deed to a buyer shall provide that a violation of this restriction shall result in a reversion of the title to Developer pursuant to operation of law.

(c) In the event Developer acquires title pursuant to the right of repurchase or by reverter, said Lot shall be subject for a period of two (2) years after the reacquisition of said Lot to the terms and conditions of this Paragraph 27.

28. LOT 69 - TOT LOT: Lot 69 in this Phase II of Heather Ridge Subdivision has been set aside and reserved for purposes of a "Tot Lot". Said Lot has or will be dedicated to the Village of Minooka for use as a park or playground or retained by the Association as provided in Article IX(E) of the Annexation Agreement. No residential dwelling shall be constructed thereon.

ARTICLE VI

GENERAL PROVISIONS

1. All Covenants and other provisions herein set forth shall be subject to, and subordinate to, all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in Declarant's subdivision, and none of said Covenants or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all Covenants and other provisions of this Declaration.

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

3. No recorded lot or lots can be divided, changed or resubdivided unless approved, in writing, by the Declarant or Developer. However, nothing in this paragraph shall preclude the division of Lots 97, 99, 100, 101, 102, 103, 104, 122, 123, 124, 125 and 140, inclusive, into no greater than two parcels per said lot, to allow for the separate ownership of any single family semi-detached dwellings (duplex units) constructed or to be constructed thereon. This paragraph shall not excuse any lot owner from complying with any requirements of the State of Illinois, Village of Minooka, County of Grundy or any other municipal corporation with respect to said division.

4. The record title holder and/or the beneficiaries of any land trust shall be bound by and shall comply with the terms of this Declaration. A failure by an owner and/or beneficiary to comply with the terms of this Declaration shall constitute a default. If a default occurs, the Declarant and/or any lot owner of record shall have the right to recover damages at law, to procure injunctive relief, or to avail themselves of any other rights or remedies permitted by law or equity.

5. These Restrictions shall run with the land and be binding upon all parties and persons owning or having any interest in any of said real estate. They may be enforced by the Heather Ridge Subdivision Homeowners Association and by any owner or any other person having an interest in any other lot and in case of any violation, any such person aggrieved may apply to any court of law or equity for injunctive relief or for damages for such violation. The provisions of Article III. B. 2. (a), Article III. B. 3. (h), and Article IV. 1. B. may be enforced by the Village of Minooka by appropriate action at law or equity. No delay in the exercise of any remedy shall be considered a waiver.

6. In any proceedings commenced by the Declarant, the Developer, the Heather Ridge Homeowners Association, or a lot owner to enforce these covenants, other than against the Village of Minooka, Developer or Declarant, the prevailing party shall be entitled to recover all expenses of the proceedings, including reasonable attorney's fees; it being intended that the operation of this provision will result in a comprehensive recovery of all costs and expenses to the prevailing party including all appeals beyond the Circuit Court level.

The restrictions on the use of the premises shall continue in full force and effect until October 29, 2006, and then shall be automatically renewed for successive periods of ten (10) years.

IN WITNESS WHEREOF, First Midwest Trust Company, N.A., as Trustee as aforesaid, has caused this instrument to be signed by its Trust Officers, and has caused its corporate seal to be attached hereto as and for the act and deed of said corporation, as of the 29 day of October, A.D., 1996.

First Midwest Trust Company, N.A.
As Trustee as aforesaid and not personally

ATTEST:

By: Josephine M. Jennison
Trust Officer

Rebecca S. Bell-Divincenzo
Trust Officer

This instrument is executed by First Midwest Trust Co., N.A., not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by First Midwest Trust Co., N.A., are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted or be enforceable against First Midwest Trust Co., N.A. by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

STATE OF ILLINOIS)
COUNTY OF WELL Grundy) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, Do Hereby Certify that Josephine M. Jennison, of First Midwest Trust Company, N.A., and Rebecca S. Bell-Divincenzo, personally known to me to be trust officers of said Trust Company, whose names are subscribed to the foregoing instrument as said officers, severally appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said Trust Company, for the uses and purposes therein set forth, pursuant to authority given by the board of directors of said Trust Company and caused the corporate seal of said Trust Company to be thereto attached.

Given under my hand and Notarial Seal this 29th day of October, 1996.

Ruth Ann Fochringer
Notary Public

PREPARED BY:
MATTHEW G. BERTANI
RIGAZIO & BERTANI
First Midwest Bank Building
P.O. Box 667
Morris, Illinois 60450
(815) 942-1881

