DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE RIVER RIDGE HOMEOWNERS ASSOCIATION

This Declaration is made as of the <u>} 1st day of April</u>
1995, by LAWRENCE A. CAPISTA and CHARLES D. SHARP.

WITNESSETH:

WHEREAS, Lawrence A. Capista and Charles D. Sharp is the owner of the real property commonly known as River Ridge (hereinafter known as River Ridge or the Subdivision) and legally described in Exhibit A of this Declaration; and

WHEREAS, the Covenantor desires to develop River Ridge 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, Lawrence A. Capista and Charles D. Sharp declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

<u>Section 1. Existing subdivided property.</u> The real property legally described in Exhibit A, which is attached and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

<u>Section 2. Additional property.</u> The Covenantor may subject any other property to this Declaration. The Covenantor may take such action at any time and shall be 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 the subject of 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 or a beneficiary of a land trust holding title to said property or any party thereof shall be a member of River Ridge Homeowners Association on the same terms and subject to the same qualifications and limitations as those members under the provisions of this 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 II GENERAL PURPOSES

The purpose of this Declaration is to provide for high standards of maintenance in the subdivisions and to ensure a residential community of the highest quality and character for the benefit and convenience of all owners of property and all residents of River Ridge.

ARTICLE III

HOMEOWNERS ASSOCIATION

<u>Section 1. Creation.</u> Prior to or within sixty (60) days after the first conveyance of a lot in River Ridge, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be name River Ridge Homeowners Association (hereinafter the "Association").

<u>Section 2. Membership.</u> Every person or entity who is a record owner of a lot in River Ridge or who is the beneficiary of a land trust holding title to a lot in River Ridge shall be a member of the 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 separated 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 River Ridge which time the new owner shall automatically become a member of the Association.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in River Ridge all such persons or entities shall be members.

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

Any person or entity who holds an interest in a lot in River Ridge 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 not be a member of the Association.

Section 3. Voting Rights. The Association shall have two classes of voting membership:

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

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 River Ridge, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any such lot. The Class B member shall be entitled to three votes for each lot (as shown on the Preliminary Plat) 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 happening of either of the following events, whichever occurs first:

- a. upon conveyance of the title of all lots in River Ridge by the Covenantor, or
- b. whenever the Class B member elects to do so.

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

<u>Section 4. . Powers, Duties and Responsibility.</u> The Association shall be the governing body for all the owners and beneficiaries of title-holding land trusts of lots in River Ridge. It shall exercise the following powers and duties and shall assume the following responsibilities:

- a. to provide for high standards of maintenance of the subdivision and to make and promote the desired character of River Ridge;
- b. to receive property of any kind, whether real or personal, to administer and apply such property and the income therefrom exclusively for the purposes of the Association.
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any of the purposes of the Association;
- d. to maintain, repair, and replace all areas and items set forth or described in Section 6 of this Article:
- e. to provide for a general fund to enable the Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessments;
 - f. to enforce any lien for non-payment of any assessments;
 - g. to take any action necessary to effectuate the purposes of this Declaration.

<u>Section 5. Board of Directors.</u> The affairs in the Association shall be managed by a Board of Directors (the "Board").

The initial control and management of the Association shall be entrusted to an initial Board consisting of two (2) directors appointed by Charles Sharp and Lawrence Capista. The initial Board shall hold office until the second Thursday in January of the year following the conveyance by the Covenantor of title to eighty-five percent of the lots in River Ridge.

When the initial Board of three directors shall cease to hold office as specified herein, there shall be a meeting of the members of the Association for the purpose of electing a second Board which shall consist of three (3) directors who shall hold office for three-year terms. However, said first and second Board of Directors, one of the three elected directors shall hold office for one year only and another shall hold office for two years only; said directors and their terms of office to be determined by lot.

The By-Laws of the 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.

There shall be an annual election to fill the offices of directors whose terms are expiring. Each election shall occur at the annual membership meeting to be held on the second Thursday of January of each year. Cumulative voting shall apply in the election of the Directors. There shall be one vote for each lot in River Ridge.

The Board shall have the power to fill any vacancy that may occur in their own number or in any office or the Association. The directors or officers appointed shall serve until the next annual election. If any director fails to attend four meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

The regular meeting to the Board shall be held immediately after and at the same place as each annual membership meeting. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days' notice of such special meeting, specifying its purpose, shall be given by mail or personal service to each director.

A majority of the Board shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board, but a lesser number may adjourn from time to time.

The officers of the Association shall be a president, vice president, secretary and

treasurer. They shall all be lot owners and be elected by the directors at the regular meeting of the Board subsequent to the annual election of directors. Each shall hold his or her respective office for one year and/or until his or her successor is elected and qualified. The officers shall be subject to the control of the Board and may be removed by a majority of the directors at any regular meeting or at any special meeting called for that purpose. The officers shall exercise their functions according to the By-Laws of the Association.

The members of the Board and the officers thereof shall not be liable to the Association for any mistake of judgment or omission made in good faith while acting in their capacity as directors or officers. The 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 them.

In the event of any disagreement between any members of the Association relating to the maintenance, repair, or replacement of the median strips, or cul-de-sac islands, entrance monuments, or the use or operation of the common property or any questions of interpretation or application of the provisions of this Declaration or the By-Laws of the Association, the determination thereof by the Board shall be final and binding on each and all such members of the Association.

<u>Section 6. Responsibility for Maintenance, Repair, and Replacement.</u> The Association shall be responsible for the maintenance, repair, and replacement of the following in River Ridge:

- a. all entrance monuments and accompanying landscaping and grass at or near the entrances to the Sub-division and landscape berm boarding the east edge of subdivision;
 - b. any median strips, berms, or cul-de-sac islands;
- c. the wrought iron fence and fence easement area circumventing the subdivision, if any;
- d. any property owned or leased by the Association;
 Said responsibility shall include, but not be limited to, mowing watering, reseeding,
 fertilizing, weeding, pruning, painting, repairing, and replacing.

<u>Section 7. Meeting</u>. The initial meeting of the voting members of the Association shall be held on the second thursday in January of the year following the conveyance by the Covenantor of title to eighty-five percent of the lots in River Ridge. The Covenantor or the

initial Board shall notify the members of the initial meeting at least ten day prior to the date of the meeting. Thereafter there shall be an annual meeting of the voting members on the second Thursday in January of each year. The purpose of the initial membership meeting and all subsequent annual meetings shall be to conduct Association business and to elect directors.

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 or the Corporations By-Laws require the approval of all or some of the voting members or for any other reasonable purpose. Said meeting may be called by the president, the Board, or the voting members having, in the aggregate, not less than twenty percent (20%) of the total votes of the Association. Special meetings shall be held as provided in the Association By-Laws.

The presence in person or by written proxy at any meeting of the voting members having ten percent of the total votes of the Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-for Profit Corporation Act of Illinois or the Articles of Incorporation of the 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 9. Loans and Encumbrances. The Association, through the Board may not obtain a loan, whether secured or unsecured, or encumber the assets of the Association, with approval of a majority of the members of the Association present in person or by written proxy at a membership meeting called for this purpose; however, said loan or encumbrance must be approved by not less than twenty percent (20%) of the total members of the Association. This provision shall not restrict the power of the Board or the Association to contract for goods or services in the ordinary course of the Association's operations.

This provision may not be amended unless seventy-five percent of the total members of the Association approves such amendment, in accordance with Article VIII of the Declaration.

ARTICLE IV

MAINTENANCE ASSESSMENTS FOR RIVER RIDGE

Section 1. Creation of Lien and Personal Obligation of Assessment. The Covenantor, for each lot owned by it in River Ridge hereby covenants that each owner of a lot in River Ridge, by acceptance of a deed or other document of conveyance thereof, whether or not it shall be so expressed in any such deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Association regular assessments or charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. Each such assessment, together with such interest thereon and costs of collection thereof (including reasonable attorney's fees) as hereinafter provided shall be a charge against and a continuing lien upon the lot against which such assessment is made and shall bear interest at the rate of 1 1/2% per month from its due date until paid.

Each such assessment, together with such interest thereon and cost of collection thereof, shall also be the joint and several personal obligations of the person or persons who are the Owner(s) of such lot at the time when the assessment fell due.

<u>Section 2 Purpose of Assessments.</u> The assessments levied by the Association shall be used for any purpose of the Association specified in this Declaration or its Articles of Incorporation.

<u>Section 3. Regular Assessments.</u> The Association, through the Board, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein. Without limiting the general powers of the Association and the Board to levy assessments as provided in this Declaration, it is understood that the actual assessment is anticipated to be not less than \$420.00 per year. That future assessments, both regular and special, may increase as required or advisable to defray Association expenses and obligations.

Section 4. Procedure. The Board shall determine the amount of the assessment against each lot for each assessment year. The Board shall notify in writing each member of the Association of the amount of the assessment against the member's lot not later than March 1st of each year. The annual assessment shall be paid by each member on or before February 1st of each year. The Board shall prepare a roster of the properties and assessments applicable, thereto which shall be kept in the office of the Association and shall be open to inspection by any lot owner with written notice. The 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 Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

<u>Section 5. Change in Basis of Regular Assessments.</u> The Board may change the amount and/or basis of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by sixty-six percent of a quorum of the members of the Board, at a meeting duly called for this purpose.

<u>Expenses.</u> In addition to the regular assessments authorized by Section 3 of this Article, the Association, through the Board, may levy in any assessment year one or more special assessments, applicable to that year only, payable as and when the Board directs, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of any of the parkways, median strips, entrance monuments, berms, or common property described in Section 6 of Article III, provided that any such assessment shall be approved by sixty-six percent of a quorum of the members of the Board, at a meeting duly called for this purpose.

<u>Section 7. Quorum for any Action Authorized under Sections 5 and 6.</u> The quorum required for any action authorized by Sections 5 and 6 of this Article shall be the presence in person at the meeting of the Board 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 8. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection (including attorneys' fees thereof) as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall be binding upon the property in the hands of the then owner, his heirs, devisee, personal representatives, assigns, successors, and grantees; and the limitation on 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 (or owners) to pay such assessment, however, shall remain his (or their joint and several) personal obligation(s) and shall also become the personal obligation of his (or their) successors in title. 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 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 mortgagee 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 lesser of (a) 12% per annum or (b) the maximum rate of interest permitted by the usury laws of the State of Illinois. The Association may bring an action at law against the owner or owners personally obligated to pay 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 the title reports; and in the event a personal judgment or 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 cost of the action. The venue for all legal actions 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 Association, the trustee shall furnish the Association with a certified copy of the trust agreement so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable

for the regular and special assessments.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be automatically subordinated to the lien of any mortgage placed upon the properties subject to assessments for the propose 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. All 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.

ARTICLE V PROPERTY RIGHTS IN THE COMMON PROPERTY

If the Association should purchase or lease any real estate property, then every owner of a lot in River Ridge shall have a right to an easement of enjoyment in and to all of said property and such easement shall be appurtenant to and shall pass with the title of every lot in River Ridge. However, the association may suspend the enjoyment rights of any lot owner for any period during which any assessment remains unpaid and for any period not to exceed thirty days for any infraction of its published rules and regulations.

ARTICLE VI MAINTENANCE AND REPAIR

<u>Section 1. Responsibility of Owner.</u> Each owner of a lot in River Ridge shall provide at his own expense all of the maintenance, decorating, repairs, and replacement on his own lot

and keep same in good condition.

<u>Section 2. Responsibility of Association.</u> The Association shall be responsible for the maintenance, repair and replacement of the property as specified in Article III, Section 6 of this Declaration.

<u>Section 3. Liability for Damage to Property.</u> Each lot owner in River Ridge shall be liable for the expense of any maintenance, repair, or replacement of any of the property which the Association is responsible to maintain in River Ridge but which is rendered necessary by such owner's own act, neglect, or carelessness or by that of any member of his family or their guests, employees, agents, or lessees but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company of rights of subrogation.

ARTICLE VII COVENANTOR'S RESERVED RIGHTS

<u>Section 1. Easements.</u> 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.

<u>Section 2. General Rights.</u> The Covenantor shall have the right to execute all documents or undertake any actions affecting River Ridge which in its sole option 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 seven directors.

ARTICLE VIII AMENDMENTS

<u>Section 1. Amendment.</u> The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such changes, modification, or rescission, certified

by the secretary of the Board of Directors. Said change, modification, or rescission shall be approved by 66% of the members of the Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the Association having twenty five percent (25%) of the total votes shall constitute a quorum. However, said change, modification or rescission must be approved by not less than twenty five percent (25%) of the total members of the Association. Provided, any change, modification or rescission concerning the maintenance, repair, and replacement of grass and vegetation described in Section 6 of Article III must also be approved by the village of Plainfield, Illinois; and any change, modification or rescission concerning Article III, Section 8, must be approved by not less than seventy-five percent (75%) of the total members of the Association.

<u>Section 2. Notice of Amendment</u>. 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 IX GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, easements, charges, and liens as delineated in this Declaration shall run with and bind the land in the Subdivision so as to insure the owners of the lots and beneficiaries of the trusts holding title to lots in River Ridge full enjoyment and benefit of their property. They shall insure to the benefit of and be enforceable by the Association, or the owner of any lot 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 seventy-five percent (75%) of the lots in River Ridge 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.

<u>Section 2. Notices.</u> 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 "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 Association at the time of such delivery.

Section 3. Rights and Obligations. Each grantee, by theacceptance 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 any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantee, 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.

<u>Section 4. Liberal Construction.</u> The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

<u>Section 5. Covenant to abide by this declaration.</u> 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.

<u>Section 6. Covenant in Event of Dissolution of the Association.</u> In the event the Association is voluntarily or involuntarily dissolved, the owners of the lots in River Ridge agree that all provisions contained herein regarding maintenance, repair and replacement in River Ridge shall nevertheless apply and that this Declaration shall remain in full force and effect.

Section 7. 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, 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.

<u>Section 8. Enforcement.</u> Enforcement of these covenants, restrictions, easements, charges, and liens shall be by any proceeding at law or in equity (by Covenantor, the Association, or the owner of any lot in the Subdivision) against any person or persons violating or attempting to violate any covenant easement, charge or lien, either to restrain the violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Covenantor, the Association, or any owner of a lot in River Ridge to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. All remedies shall be deemed cumulative.

<u>Section 9. Severability.</u> Invalidation of anyone of these covenants, restrictions, easements, charges, and liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Lawrence A. Capista and Charles D. Sharp have caused this Declaration to be executed hereunto and subscribed, and affix their signatures on the day first above written.

LAWRENCE A. CAPISTA

CHARLES D. SHARP

PREPARED BY

GOODE & WELLS, P.C Attorneys at Law 18 W. Van Buren Street Joliet, Illinois 60431 (815) 723-9508

LEGAL DESCRIPTION:

PARK SITE, OUTLOTS A AND B, LOTS 1 THROUGH 10, BOTH INCLUSIVE AND LOTS 49 THROUGH 54, BOTH INCLUSIVE, IN RIVER RIDGE ESTATES UNIT 1, A SUBDIVISION OF PART OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1994, AS DOCUMENT NO. R94-73259, IN WILL COUNTY, ILLINOIS.

03-03-200-014

(AFFECT THE LAND AND OTHER PROPERTY) 03-03-200-016 (AFFECTS THE LAND AND OTHER PROPERTY) 03-03-200-018 (AFFECTS THE LAND AND OTHER PROPERTY) 03-03-300-005 (AFFECTS THE LAND AND OTHER PROPERTY)

MAIL TO: SPRING REALTY 3101 W. JEFFERSON JOLIET, IL 60435 ATTN: KAY QUINN