

## ARTICLE XI

### RIGHT OF REPURCHASE

1. Beneficiary shall have the right to repurchase any Dwelling Lot on the terms and conditions hereinafter set forth. In the event any Owner contracts to sell such Owner's Dwelling Lot within 180 days after acquiring title to such Dwelling Lot from Declarant, provided that such Owner has not theretofore constructed or commenced construction of a Dwelling thereon, such Owner shall notify Beneficiary in writing in the manner hereinafter set forth not less than 30 days prior to the closing of such sale, which notice shall contain the name and address of the purchaser and shall contain a copy of the contract of such sale including the terms and conditions of sale. Beneficiary shall have the right to repurchase such Dwelling Lot, which right shall be exercised by written notice to such Owner in the manner set forth in Article XIII(12) hereof within 30 days after receipt of such Owner's notice to Beneficiary, on the following terms; (i) the price shall be the purchase price originally paid by such Owner for such Dwelling Lot, plus interest at a rate of 6% per annum calculated from the date of the closing of the sale of such Dwelling Lot to such Owner to the date of repurchase by Beneficiary (the "Repurchase Price"); (ii) such Owner shall convey good, marketable and insurable title to such Dwelling Lot to Beneficiary or its nominee, subject only to those permitted exceptions (excluding acts of such Owner) existing at the closing of the sale of such Dwelling Lot to such Owner and any acts of Declarant or Beneficiary; (iii) closing of the repurchase shall be effected through an escrow at a title insurer selected by Beneficiary; and (iv) such Owner shall bear all costs of the title insurance in the amount of the Repurchase Price and one-half the cost of the escrow. If Beneficiary notifies such Owner within the aforesaid 30-day period of its election to repurchase, then such repurchase shall be closed within 30 days after the giving of Beneficiary's notice of such election.

2. If Beneficiary gives written notice to such Owner within said 30-day period that it does not elect to exercise such Owner, during the 30-day period, Beneficiary's right to repurchase such Dwelling Lot shall terminate and such Owner may proceed to close the proposed sale; provided, however, that if such Owner fails to close the proposed sale with the proposed purchaser on the terms and conditions contained in the aforesaid notice, the right of repurchase granted to Beneficiary herein shall remain in effect and shall be applicable to any subsequent sale by such Owner of such Dwelling Lot within the remainder of such 180-day period. If such Owner proceeds to close the sale with the proposed purchaser as aforesaid, upon such Owner's written request, Beneficiary will execute and deliver to such Owner a release of the rights under this Article XI, which delivery may be conditioned upon closing of such sale.

3. Any sale, assignment or conveyance of a Dwelling Lot in violation of the provisions of this Article XI shall be null and void and of no force and effect.

4. For purposes of this Article XI the words "sell" or "sale" mean any sale, transfer or other voluntary conveyance of a Dwelling Lot, any assignment of the Real Estate Sale Contract for a Dwelling Lot, or any assignment (except for collateral purposes only) of all or any

portion of the beneficial interest or power of direction under any trust which owns legal or beneficial title to a Dwelling Lot.

5. For purposes of this Article XI any notice required to be given by an Owner to Beneficiary shall be deemed to have been properly delivered when deposited in the United States mail, certified with return receipt requested, and postage prepaid, directed to Beneficiary at 1275 East Butterfield Road, Suite 200, Wheaton, Illinois 60187 or at such other address of which such Owner is notified in writing by Beneficiary.

## ARTICLE XII

### GENERAL PROVISIONS

1. ***Compliance by Owners.*** Every Owner shall comply with the Covenants, Conditions and Restrictions set forth herein and any and all rules and regulations which from time to time may be adopted by Declarant or by the Association thereafter.
2. ***Enforcement.*** Failure of an Owner to comply with such Covenants, Conditions and Restrictions or rules and regulations in connection therewith shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. The offending Owner shall be responsible for all costs of enforcement including attorney's fees actually incurred and court costs. Beneficiary, and after control of the Association has passed from Beneficiary to the other Owners, then the Association and any Owner or any of them, shall have the right to enforce this Declaration by proceeding at law or in equity.
3. ***Non-Waiver Except by Written Instrument.*** No Covenant, Condition, Restriction or other provision of this Declaration shall be deemed to have been waived by silence or inaction or failure to enforce the rights by any other manner or means whatsoever other than by a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been effected by the failure to enforce the rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.
4. ***Liberal Interpretation.*** This Declaration shall be liberally construed to facilitate and promote the objectives of this Declaration hereinabove set forth. Narrow, technical and literal construction of this instrument inconsistent with the objectives of Declarant or Beneficiary shall be avoided.
5. ***Rule Against Perpetuities.*** Should any provision of this instrument be unlawful or void for a violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rule imposing time limits, then such provision shall be deemed to be operative only until 21 years

after the death of the last survivor of the now living descendants of James Edgar, Governor of the State of Illinois, and William Clinton, President of the United States of America.

6. ***Partial Invalidity; Severability.*** The invalidity or unenforceability of any of the Covenants, Conditions or Restrictions herein contained, or of any other provision of whatever nature of this Declaration, and any such invalidity or unenforceability shall be deemed partial and separable, and all of this Declaration shall be deemed valid, effective and binding except for the invalid provision.

7. ***Conflicts Between Declaration and City Ordinance Provisions.*** In the event there is at any time a conflict between any provision of this Declaration and any provision of any then effective ordinance, rule or regulation of the City of Lockport, Illinois, the ordinance, rule or regulation of the City of Lockport then in effect shall prevail, but only to the extent it is more restrictive than this Declaration.

8. ***Reservation of Certain Rights.*** Declarant reserves to itself and grants to Beneficiary the right to erect, maintain, repair and replace any advertising and promotional displays, sales and production offices, and appurtenant structures and lighting, on any Dwelling Lot being held for sale so long as Beneficiary is engaged in the construction and/or sale of any portion of the Property. Such right may be granted by Declarant or Beneficiary to another for reasonable periods of time and from time to time.

9. ***Amendments.*** At any time and from time to time while these Covenants, Conditions and Restrictions are in effect, they may be amended or revoked by the recording in the Office of the Recorder of Deeds of Will County, Illinois, of any instrument declaring such amendment or revocation, which instrument shall be signed by Declarant or its successors and assigns, which instrument shall set forth such amendment or revocation and shall be effective from and after the date of its recording.

10. ***Beneficiary's Rights, Powers and Obligations.*** Until the first board of directors to be elected by the Owners shall have been elected and qualified, all of the rights, powers and obligations which by this Declaration are to be vested in the Association and its board of directors shall be deemed vested in and possessed by Beneficiary. Until Beneficiary's transfer and assignment of its rights, powers and obligations to the Association all of the lien rights and other rights, powers and obligations to the Association all of the lien rights and other rights herein provided for in favor of the Association and its board of directors shall be possessed by Beneficiary as fully and effectively in every respect, without diminution of any kind, as such lien rights are to be possessed by the Association and its board of directors. All rights of Declarant and Beneficiary shall be exercised without the consent of the Owners or the Association.

11. ***Waiver of Damages.*** Neither Declarant, nor Beneficiary, nor their respective representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to it by, or

pursuant to, this Declaration, or in Declarant's (or Beneficiary's or their respective representative's or designee's) capacity as developer, contractor, owner, manager or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, the board of directors, the Association, by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise out of a contract, either express or implied. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or failure to act of any Owner, the board of directors, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or the disrepair of, any utility service.

12. *Notices.* Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other persons entitled to use the Common areas or any part thereof shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given.

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

IN WITNESS WHEREOF, West Suburban Bank, an Illinois corporation as Trustee under Trust Agreement dated March 11, 1994 and known as Trust Number 10134, has caused this instrument to be executed by its TRUST OFFICER ~~President~~ and attested to by its ASST. TRUST OFFICER ~~Secretary~~, the day and year first above written.

WEST  
WEST SUBURBAN BANK, an Illinois corporation, as Trustee aforesaid

By: *Jocelyn L. Schuchman*

TRUST OFFICER

Attest:

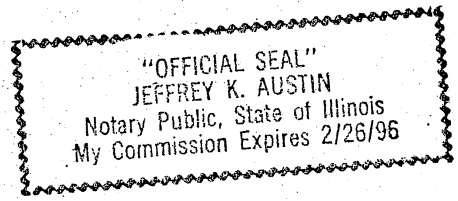
*Jocelyn L. Schuchman*

ASST. TRUST OFFICER

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPage )

I, the undersigned \_\_\_\_\_, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Patricia L Fleischman and Joanne L Vokurka, as Trust Officer, President and Asst Trust Officer, Secretary of West Suburban Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer, President and Asst Trust Officer, Secretary, appeared before me this date in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth, and said Asst Trust Officer acknowledged that she as custodian of the corporate seal corporation, did affix said corporate seal to said instrument as her own free and voluntary act and as the fee and voluntary act of said corporation for said uses and purposes.

GIVEN under my hand and notarial seal this 22nd day of August, 1994.



[Signature]  
Notary Public

CONSENT OF MORTGAGEE

West Suburban Bank of Aurora, F.S.B., as Mortgagee, holder of a Mortgage on certain Property which Mortgage is dated March 23, 1994 and which was recorded March 24, 1994 as Document No. R94-31664 in the Office of Recorder of Deeds of Will County, Illinois, hereby consents to the execution and recording of the within Declaration of Covenants, Conditions and Restrictions for Long Bow Creek of Broken Arrow and agrees that said Mortgage is subject to the provisions thereof.

IN WITNESS WHEREOF, West Suburban Bank of Aurora, F.S.B. has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Lombard, Illinois on this 22nd day of August, 1994.

WEST SUBURBAN BANK OF AURORA, F.S.B.

By: [Signature]  
Its: S. V.P.

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF DuPage )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Michael P Brosnahan Senior VP of West Suburban Bank of Aurora, F.S.B., personally known to be the same person whose name is subscribed to the foregoing instruments such Senior VP, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary, as custodian of the corporate seal of said corporation caused the corporate seal to be affixed to said instrument, as said Secretary's own free and voluntary act and as the free and voluntary act of said corporation.

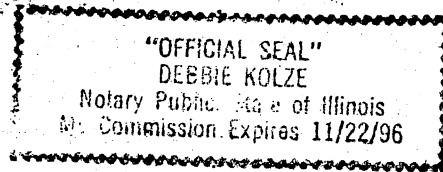
Given under my hand and Notarial Seal this 2nd day of Aug, 1994.

Debbie Kolze  
Notary Public

**MAIL TO:**

*This Instrument Prepared By:*

Ronald L. Berns  
Solano & Berns, Ltd.  
1275 East Butterfield Road  
Wheaton, Illinois 60187



**EXHIBIT A**

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 in Broken Arrow, being a Subdivision of part of Section 30, Township 36 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 8, 1993 as Document R93-77868.

**EXHIBIT B**

Lots 1 through 101 inclusive in Long Bow Creek of Broken Arrow, being a Resubdivision of Lot 12 in Broken Arrow in Section 30, Township 36 North, Range 11, East of the Third Principal Meridian according to the said Plat of Long Bow Creek of Broken Arrow recorded August 22, 1994, as Document Number R-94-08078 in Will County, Illinois.

05-30-101-001



## BROKEN ARROW LOT 12

Homer Township  
Part of

<u>LOT</u>	<u>ADDRESS</u>
1	16706 S. Swift Arrow Drive
2	16716 S. Swift Arrow Drive
3	16724 S. Swift Arrow Drive
	<del>16512 W. Tuscarora Court</del>
4	16518 W. Tuscarora Court
5	16526 W. Tuscarora Court
6	16525 W. Tuscarora Court
7	16519 W. Tuscarora Court
8	16511 W. Tuscarora Court
	<del>16736 S. Swift Arrow Drive</del>
9	16746 S. Swift Arrow Drive
10	16754 S. Swift Arrow Drive
11	16762 S. Swift Arrow Drive
12	16804 S. Swift Arrow Drive
13	16810 S. Swift Arrow Drive
14	16818 S. Swift Arrow Drive
15	16826 S. Swift Arrow Drive
16	16834 S. Swift Arrow Drive
17	16842 S. Swift Arrow Drive
18	16850 S. Swift Arrow Drive
19	16858 S. Swift Arrow Drive
20	16900 S. Swift Arrow Drive
21	16906 S. Swift Arrow Drive
22	16912 S. Swift Arrow Drive
23	16918 S. Swift Arrow Drive
24	<del>16924 S. Swift Arrow Drive</del>
	16910 S. Mohican Drive
25	16916 S. Mohican Drive
26	16930 S. Mohican Drive
27	16946 S. Mohican Drive
28	16954 S. Mohican Drive
29	16962 S. Mohican Drive
30	16967 S. Mohican Drive
31	16963 S. Mohican Drive
32	16959 S. Mohican Drive
33	16953 S. Mohican Drive
34	16947 S. Mohican Drive
35	16941 S. Mohican Drive

BROKEN ARROW LOT 12  
Homer Township  
Part of

<u>LOT</u>	<u>ADDRESS</u>
36	16935 S. Mohican Drive
37	16929 S. Mohican Drive
38	16923 S. Mohican Drive
39	16917 S. Mohican Drive
40	16911 S. Mohican Drive
41	16905 S. Mohican Drive
42	16863 S. Mohican Drive
43	16859 S. Mohican Drive
44	16853 S. Mohican Drive
45	16847 S. Mohican Drive
46	16837 S. Mohican Drive
47	16831 S. Mohican Drive
48	16821 S. Mohican Drive
49	16815 S. Mohican Drive
50	16805 S. Mohican Drive
51	16763 S. Mohican Drive
52	16755 S. Mohican Drive
53	<del>16747 S. Mohican Drive</del>
54	16449 W. Shawnee Drive
55	16441 W. Shawnee Drive
56	16427 W. Shawnee Drive
57	16411 W. Shawnee Drive
58	16405 W. Shawnee Drive
59	16361 W. Shawnee Drive
60	16353 W. Shawnee Drive
61	16345 W. Shawnee Drive
62	16335 W. Shawnee Drive
63	16326 W. Shawnee Drive
64	16336 W. Shawnee Drive
65	16346 W. Shawnee Drive
66	16354 W. Shawnee Drive
67	16362 W. Shawnee Drive
68	16404 W. Shawnee Drive
69	16412 W. Shawnee Drive
70	16420 W. Shawnee Drive
71	16428 W. Shawnee Drive
72	16434 W. Shawnee Drive
73	16440 W. Shawnee Drive
	16446 W. Shawnee Drive
	<del>16733 S. Mohican Drive</del>
74	16734 S. Mohican Drive
75	16746 S. Mohican Drive

16813

BROKEN ARROW LOT 12  
Homer Township  
Part of

<u>LOT</u>	<u>ADDRESS</u>
76	16756 S. Mohican Drive
77	16804 S. Mohican Drive
78	16810 S. Mohican Drive
79	16816 S. Mohican Drive
80	16822 S. Mohican Drive
81	16828 S. Mohican Drive
82	16834 S. Mohican Drive
83	16840 S. Mohican Drive
84	16846 S. Mohican Drive
85	<del>16852 S. Mohican Drive</del>
86	16925 S. Swift Arrow Drive
87	16913 S. Swift Arrow Drive
88	16861 S. Swift Arrow Drive
89	16847 S. Swift Arrow Drive
90	16839 S. Swift Arrow Drive
91	16831 S. Swift Arrow Drive
92	16823 S. Swift Arrow Drive
93	16817 S. Swift Arrow Drive
94	16811 S. Swift Arrow Drive
95	16801 S. Swift Arrow Drive
96	16761 S. Swift Arrow Drive
97	16755 S. Swift Arrow Drive
98	16743 S. Swift Arrow Drive
	16735 S. Swift Arrow Drive
99	<del>16728 S. Mohican Drive</del>
	16727 S. Swift Arrow Drive
	<del>16727 S. Mohican Drive</del>
100	16719 S. Swift Arrow Drive
101	16709 S. Swift Arrow Drive