

**DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR PARK FOREST PLACE THIRD ADDITION SUBDIVISION**

WHEREAS, MOUGHAN DEVELOPMENT, INC. (hereinafter referred to as "Developer"), is the owner of all of Lots 61 through 76 inclusive, and grounds within Park Forest Place Third Addition Subdivision (hereinafter "Subdivision"), being a subdivision of the following described property:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

WHEREAS, it is desirable to secure the best use and improvements of the lots therein and to protect the owners of such lots against such use of other lots therein as would depreciate the value of such property, and to prevent the erection of poorly designed or constructed buildings, and to make the best use of and preserve the natural beauty of said property and to locate the buildings thereon with regard to topographic features; and

WHEREAS, the Developer desires to create a finer quality residential subdivision having a standard architectural harmony achieved through consistency of features such as color, texture, material type or exterior style, placement of landscape flora and the preservation of certain existing wooded areas in their natural state, and through relative consistency of design; and

WHEREAS, to secure such objectives, said Developer desires to subject the lots in said subdivision to the following restrictions and covenants, including but not limited to methods of construction and maintenance as will secure a continuous standard for the proper development of said subdivision.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the aforesaid MOUGHAN DEVELOPMENT, INC. hereby declares that all lots in Park Forest Place Third Addition Subdivision shall be sold, transferred and conveyed subject to the following covenants and restrictions:

1. USE RESTRICTIONS.

The term "Building Site" as used in this Declaration shall mean any lot of record or portion of lot or lots thereof under a single ownership whether owned by a trust, a partnership, a corporation, an individual and/or individuals, including ownership in tenancy in common, joint tenancy and tenancy by the entirety, intended for use as or used as the site and location of a single family dwelling.

Developer hereby creates an ARCHITECTURAL CONTROL COMMITTEE, composed of James Moughan and David Moughan. In the event of the death or resignation of any member of said Committee, the remaining members shall appoint a member to fill the vacancy. In the event of death or resignation of all members, Moughan Development, Inc. shall appoint a replacement committee (provided the duties of the Architectural Control Committee have not yet been delegated by the Architectural Control Committee to the Park Forest Place Subdivision Homeowners Association as later herein provided). The size of the Architectural Control Committee shall be not less than two (2) persons nor more than five (5) persons,

to be determined by the Committee, itself. The Architectural Control Committee shall have the right to prevent the clearing of a building site and subsequent excavation and grading prior to construction or alteration of the building site for failure to comply with the provisions of this document or any other recorded instrument regulating land use and development of the land described herein and/or for failure to comply with applicable law, municipal ordinance or regulation. Prior to obtaining a building permit and/or prior to the construction of the main residence or subsequent additions thereto, a building site owner is required to seek approval of building plans through the Architectural Control Committee. The Committee shall consider quality of workmanship and materials, external design, location with respect to topography and finished grades, elevations and building lines, location of driveways and walkways and the preservation of certain existing trees and wooded areas. To comply with this requirement, each building site owner, prior to construction of the main residence or any subsequent additions on the building site, shall submit two (2) sets of the actual plans and specifications of the improvement to be constructed. Such plans and specifications shall include the floor plan, exterior color schemes, and materials, elevations and actual plat plan showing distances from easements and lot lines and the location of the finished grade height of the first floor. The building site owner agrees that he/she will not obtain a building permit until the Architectural

Control Committee has approved the final plans. If no objections to the plans are raised by the Architectural Control Committee within seven (7) days of submission of the final plans to said Committee, the plans shall be deemed to have been approved by said Architectural Control Committee.

The following minimum requirements shall apply to all residential improvements within this subdivision:

A. Exclusive of basement, porches and garages, minimum floor area of a single level dwelling unit shall be not less than 2,000 square feet.

B. Exclusive of basement, porches and garages, the minimum floor area of a two level dwelling unit shall be not less than 2,400 square feet with a minimum first floor area of 1,200 square feet.

C. The minimum side yard dimensions shall not be less than those set forth in applicable zoning ordinances. On each individual building site, the Architectural Control Committee shall have the authority to require site plans with a) the minimum front setback shall be 30 feet; b) the minimum side yard shall be 10 feet; c) the minimum rear yard shall be 20 feet; d) relative to any corner lots, setback from the side street line shall not be less than 50% of the required front yard setback. To the extent that applicable zoning ordinances shall require greater setbacks, said applicable zoning shall control. The Architectural Control Committee

reserves the right to alter setback requirements (other than those minimums imposed by ordinance) as to any given lot should it be necessary to preserve the harmony of development in the subdivision or to accommodate building concerns created by irregularly shaped or located lots and/or cul-de-sac curves or a building site located over multiple lots or other special situations.

D. Each single family dwelling shall have an attached garage suitable for the storage of at least two vehicles. Orientation and width of driveway subject to approval of the Architectural Control Committee. Driveway width shall be at least 18 feet to serve a two car garage except in the case of rear or side entrance garages not directly fronting a street where minimum driveway width shall be at least 10 feet. Additional driveway width may be required by the Architectural Control Committee for garages for more than two vehicles. Driveways shall be constructed of concrete, asphalt or other material as approved by the Architectural Control Committee.

E. The roof shall have a minimum slope of six (6) vertical feet for each twelve (12) horizontal feet.

The foregoing requirements shall be in addition to any other requirements set forth elsewhere herein.

The Architectural Control Committee shall have the authority to change minimum square footage requirements on building sites

with restricted building areas. However, such changes shall not relieve the Owner of Owner's obligation to comply with applicable zoning laws.

The Architectural Control Committee, at its option, may delegate its duties specified herein to the Park Forest Place Subdivision Homeowners' Association as created by Document 2003R83807 recorded November 26, 2003 at which time Association through its Board shall therein redesignate or appoint a new Architectural Control Committee with terms of Committee members to be determined by the Association. Once delegated to the Association, nothing shall prohibit the Architectural Control Committee created under Document 2003R83807 from assuming the duties of the Architectural Control Committee under this instrument if so designated by the Association through its Board.

Such persons appointed shall assume the function of the Architectural Control Committee herein. In any event, the duties of the original Architectural Control Committee and the appointment of Committee members shall be deemed delegated to the Park Forest Place Subdivision Homeowners' Association as created by Document 2003R83807 recorded November 26, 2003 as of the first day of January, 2013, if not sooner made.

The Architectural Control Committee shall also have authority to review and approve further alterations of the building site, including but not limited to exterior modifications to any structure previously approved by the Architectural Control

Committee, and including location of decks, pools, fences, or other improvements within a building site. Each owner herein agrees to submit plans to the Architectural Control Committee prior to additional construction which will alter the appearance of the building site. The rights and authority of the Architectural Control Committee and submissions required of the owner shall be the same for subsequent alteration of the building site as exist for construction of the main residence or additions thereto. If no objection is raised by the Architectural Control Committee within seven (7) days of submission of said final plans to the Committee, said plans shall be deemed to be approved by the Architectural Control Committee.

2. RIGHTS OF WAY AND EASEMENTS.

Rights of way and easements for installation and maintenance of utilities and drainage, entrance areas and boulevards are reserved as shown on the recorded plat. Within such areas, no structure, fence, planting or other material, shall be placed or permitted to remain which may damage or impair the function or interfere with the installation and maintenance of utilities or use of said easements or areas as otherwise intended. Any improvements so located shall be removed upon the request of the Architectural Control Committee, its successors or assigns, or any public utility using said area, at the expense of the owner of said building site. The easement area of each building site and all improvements in it shall be maintained continuously by the

owner of the building site, a) except when a public utility or authority is obligated to maintain said improvements and/or areas or b) except when the Developer or the Park Forest Place Homeowners' Association is obligated to maintain said improvements and/or areas or c) except when the Developer or the Park Forest Place Homeowners' Association elects to and is maintaining said improvements and/or areas on a continuing basis for the benefit of the Association and its members.

Building site owners are prohibited from altering, restructuring or redesigning drainage easement areas, except where grading or restructuring is necessary in connection with construction of improvements on the building site. Any such grading or restructuring shall not alter or impair the drainage easements and where grading and restructuring is necessary, it shall not be done without prior approval of the Architectural Control Committee, and the lot owner or building site owner shall replant all easement areas to restore grass and vegetation removed during regrading or restructuring. Any regrading shall be in conformity with applicable Village ordinances. It shall be the responsibility of the Owner to confirm applicable ordinances.

3. HOMEOWNERS' ASSOCIATION.

Every person or entity who is the owner of a fee or undivided fee interest in any building site that is subject to this Declaration shall be deemed to have membership in the Park Forest Place Homeowners' Association (hereinafter "Homeowners'

Association" or "Association"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the owner's membership. In the event of multiple owners of a building site, voting rights shall be as set forth in subsequent sections of this document. Membership shall be appurtenant to and may not be separated from ownership of any building site. Ownership of a building site shall be the sole qualification for membership.

The Developer shall incorporate and form the Park Forest Place Homeowners' Association as provided by Document 2003R83807 recorded November 26, 2003 and shall draft, execute and file Articles of Incorporation and By-Laws for the Homeowners' Association consistent with the terms and conditions of Document 2003R83807 recorded November 26, 2003. The Developer reserves the right to add building sites and memberships located in additional contiguous property to membership in the Park Forest Place Homeowners' Association as additional plats, if any, are added to Park Forest Place Subdivision. Any such new members shall be subject to the same rights and obligations with respect to membership in the Homeowners' Association as all current members at the time any such addition is made.

The Association shall maintain Common Areas in Park Forest Place Subdivision, including but not limited to 1st, 2nd and 3rd Additions and such other Additions as may be added by Developer,

and make assessments and have such other functions, obligations and rights as set forth in this document and Document 2003R83807 recorded November 26, 2003. All maintenance of Common Areas shall be in accord with applicable ordinances of the Village of Rochester.

The areas to be maintained by the Homeowners' Association (hereinafter "Common Areas") in addition to such areas as previously designated on said Document 2003R83807 are as follows:

- A. The entrance areas of each addition of Park Forest Place Subdivision, including the planting areas on any of the entrances.
- B. Water retention and drainage facilities where constructed and benefiting an addition, whether located within Park Forest Estates or on other land outside of any addition to Park Forest Estates.
- C. Boulevards where constructed within each Addition.
- D. Utility Easement areas not located upon any individual building site or privately owned parcels within each Addition.
- E. Pond area accessways within any Addition.
- F. Easement areas on a given building site or lot where the Association has elected to maintain same for the benefit of the Association and its members within each Addition. (In the absence of said election to maintain, which may be made or revoked by the Association at any time, said maintenance

shall be by the owners of said building site.)

Developer (on behalf of the Association) reserves the exclusive right to maintain easement areas benefiting Park Forest Place Third Addition and/or Common Areas, and/or areas conveyed to or held by or for the Homeowners' Association and/or pond and water retention facilities and accessways and/or water drainage easements, irregardless of location, and collect and assess the maintenance fees until the first to occur of the following: a) 80% of platted lots within Park Forest Place Third Addition are conveyed of record; or b) until Developer delegates or releases said right to the Homeowners' Association. Developer shall be entitled to reimbursement for maintenance expense from collected assessments. Developer shall be accorded all rights and remedies, including but not limited to enforcement rights and remedies afforded the Homeowners' Association herein while so maintaining such facilities.

The Developer shall not be required to construct any Common Areas or water retention facilities or drainage easements upon or adjacent to property located within any Plat or Addition of Park Forest Place Subdivision unless such Common Areas or water retention facilities are required by the Village of Rochester at the time of Plat approval. If such Common Areas or water retention facilities or drainage easements are required by the Village of Rochester or any other entity as part of the plat approval process by the Developer, the responsibility for initial

construction and payment therefor shall be at the sole expense of the Developer.

The Association shall take title to Common Areas including easements appurtenant to land within the subdivision benefitting land within the subdivision upon conveyance by the Developer. The Association shall have no authority to refuse or not accept such conveyance by the Developer.

3A. RESTATEMENT OF PROVISIONS AND COVENANTS PREVIOUSLY RECORDED NOVEMBER 26, 2003 AS DOCUMENT 2003R83807.

It is Developer's intent to provide provisions herein consistent with those existing in Document 2003R83807 benefitting all plats of Park Forest Estates with a single Homeowners Association. Developer hereinbelow restates Items 4 through 30 inclusive as appearing in Document 2003R83807 with minor clerical adjustment (appearing in **bold print**) which are intended to make the restated language consistent with the addition of lots and land existing in the Park Forest Place Third Addition at this later date. Developer adds such additional lands and memberships pursuant to the authority reserved in Item 3 above.

4. ASSOCIATION BOARD; POWERS AND DUTIES.

The Directors named in the Homeowners' Association's Articles of Incorporation constitute the Association's first Board which shall hold office and which shall hold and exercise all of the rights, duties, powers and functions of the Association set forth in this Declaration and the By-Laws, until the first election of

Directors by vote of the members of the Association at the first annual membership meeting. The Directors shall constitute the Board and also be known as the members of the Board.

The Board shall have all powers for the conduct of the affairs of the Association as provided by this Declaration and/or by applicable law, and/or by the Articles of Incorporation and By-Laws of the Association, which are not specifically reserved to the Developer and/or to vote of the members or the Association herein. Without limitation thereon, the Board shall have the power and obligation to perform the following duties:

- A. Real and Personal Property. To acquire, own, hold, improve, maintain, manage, lease insure, pledge, sell, convey, mortgage, transfer or dedicate real or personal property for the benefit of the Members in connection with the affairs of the Association, except the disposal of common areas and/or improvements shall be subject to the conditions and limitations provided herein; and
- B. Rule Making. To establish, modify and enforce rules and regulations for the use of the properties as provided herein, and to review, modify and approve architectural standards as recommended by the Architectural Control Committee subsequent to the delegation of the duties of the Architectural Control Committee to the Association; and
- C. Assessments. To fix, levy and collect assessments as provided herein and file liens in relation thereto to the

extent deemed necessary; and

D. Easements. To grant and convey easements as to land owned or held by the Association as may become necessary, and subject to the conditions and limitations provided herein, to dedicate same to public use in the manner provided herein and/or to pave or improve such easement areas as shall be deemed appropriate by the Association.

E. Employment of Agents. To employ, enter into contract with, delegate authority to and supervise such persons or entities as may be appropriate to manage, conduct and perform the business obligations and duties of the Association; and

F. Enforcement of Governing Documents. To perform acts as may be reasonable necessary or appropriate, including bringing suit, causing a lien to be foreclosed and to enforce or effectuate any of the provisions of this instrument or related documents; and

G. Membership Meetings. To call the first annual meeting of the members of the Association **as provided in Document 2003R83807 recorded November 26, 2003** within the later of 180 days after incorporation or 180 days after **a total of 45 lots as platted and recorded for Park Forest Estates (First, Second and Third Additions)** have been transferred from Developer to Class "A" members (as later defined herein), unless an earlier time is voluntarily designated by Developer. Written notice of the first annual membership

meeting (or other membership meetings) shall be sent to the members at least fifteen (15) days in advance of such meeting by mailing same to the member address on file with the Secretary of the Association or if no address is on file, to the building site address unless the building site has no residential building thereon, in which case notice shall be directed at least fifteen (15) days in advance to the grantee's address listed on the most recently recorded deed or, alternatively, posted on said building site at least fifteen (15) days prior to said meeting, which shall be deemed notice. Notice to any one owner of a building site shall be deemed notice to all owners of that building site. All mailing shall be by U.S. mail, postage prepaid, and will be deemed received on mailing. Notwithstanding anything to the contrary in this Declaration, until the date of said first annual membership meeting, no Class "A" member (as defined later herein) shall have any voting rights, and the right of each such Class "A" member to vote on any matter is hereby denied until such meeting. Each subsequent annual meeting of the members of the Association shall be held at the time and place to be designated at the then current annual meeting or, if not so designated, as determined by the Board. It is recommended, but not required, that annual meeting, after the first annual meeting, be held on the first Monday in February. (This time is suggested to allow for

determination of the upcoming annual assessment prior to the March 1st due date set forth at 14. ASSESSMENTS DUE DATES. set forth below.) The Board reserves the right to call special meetings with notice to be provided as in the manner for an annual meeting.

H. Committees. Appoint committees and establish rules for same.

I. Insurance. Maintain appropriate insurance as to Common Area and Liability matters as determined appropriate by said Board.

J. Legal Action. To undertake legal action on behalf of the Association.

5. OWNERS' RIGHTS.

Every owner shall have a right to enjoy the privileges and rights provided by this document, including but not limited to enjoyment of the Common Areas and land owned or held by the Homeowners' Association (which shall be appurtenant to and shall pass with the title to every building site), subject to the following:

A. The right of the Association through majority vote of all members of its Board to charge reasonable admission and other fees for the use of any facility now or hereafter situated or constructed upon the common areas and to impose reasonable limits on the number of guests or general public who may use the facility; and

B. The right of the Association through majority vote of all of the members of its Board to suspend the voting rights of the owner(s) and right to use the common areas and facilities by any owner for any period during which any assessment of the Association against said owner's building site remains unpaid, and for any infraction by an owner(s) of the Association's rules and regulations for the duration of the infraction; and

C. The right of the Developer with regard to the properties which may be owned for the purpose of development, to grant easements in and to the common areas contained within the properties to any public agency, authority or entity for such purposes as benefit the properties or parties thereof and owner of building sites contained therein; and

D. The right of the Association by a majority vote of all of the members of the Board (together with consent of Developer while Developer holds Class "B" membership as defined below) to borrow money for the purpose of improving the common areas, or any portion thereof, for acquiring additional common areas, or for constructing, repairing or improving any facilities located or to be located thereon, and to give as security for the payment of any such loan a mortgage covering all or any portion of the common areas, provided, however, that the lien and encumbrance of any such mortgage given by the Association through its Board shall be

subject and subordinate to any and all rights, interests, options, easements and privileges herein reserved or otherwise established of record the benefit of Developer or any owner, (including but not limited to rights of drainage or right to maintain signage as referenced or implied by plat or pre-annexation agreement).

In addition, the Association, by majority vote of all of the members of its Board, may pledge a percentage or amount of monthly assessment collected to be applied to reduction or elimination of such debt for the purpose of securing a loan.

E. The right of the Association to dedicate or transfer (other than as an easement, license or right of way) all or any portion of the common areas to any public agency, authority, utility or governmental municipality for such purpose and subject to such conditions as may be agreed to by the members of the Association. No such dedication or transfer shall be effective unless such dedication or transfer has been approved by at least:

- (1) 66-2/3% of the votes which the Class "A" members present or represented by proxies who are entitled to cast pursuant to this document at a meeting duly called for such purposes; and
- (2) 100% of the votes which the Class "B" member is entitled to cast whether present or represented by

proxy at a meeting duly called for such purposes, so long as such Class "B" membership shall exist; and

F. The right of the Association by simple majority vote of all of the members of the Board to grant easements, license or right of way to Developer, any public agency, authority, utility or municipality on property owned by the Association for such purposes as benefit the properties or portions thereof and owners or building sites within the Subdivision.

G. The right of the Association through simple majority vote of all of the members of the Board to limit use of common areas around, over, on and to the pond area and water retention facilities or elsewhere for the purpose of maintaining privacy and/or limiting liability.

6. VOTING.

The Association shall have two classes of membership, Class "A" and Class "B" as follows:

A. Class "A". Class "A" members shall be all owners with the exception of the Developer and with the exception of any successor of the Developer controlled, owned or managed by Developer in whole or in part. Each building site shall be entitled to one vote exercised by agreement of all Class "A" members having an ownership interest in that building site. No vote may be divided into fractions. When more than one member holds such interest in any building site, the vote of the members for such building site shall be exercised as

those members themselves determine and advise in writing to the Secretary of the Association prior to any meeting. In the absence of such written advice to the Secretary of the Association, the building site's vote shall be automatically suspended only in the event more than one member seeks to exercise it.

If a Class "A" member is a corporation, partnership or trust, such entity shall designate in writing to the Secretary of the Association, prior to any meeting, the person authorized to vote on behalf of such entity as a condition of being able to exercise its right to vote. In the absence of such written advice or in the event a conflict exists within or between any designation or designations, the building site's vote shall be automatically suspended.

B. Class "B". The Class "B" member shall be the Developer and any successor to the Developer controlled, owned or managed by the Developer in whole or in part. Each building site owned entirely by Class "B" members shall be entitled to four votes which shall be voted as a block as to that building site as the Class "B" members owning said lot designate. Where a Class "B" member owns a building site with a Class "A" member, the Class "B" member shall be treated as a Class "A" member as to that building site. Class "B" membership shall cease and become converted to Class "A" membership upon the happening of either of the

following events, whichever occurs earlier:

- (1) Upon Developer's sale or transfer of all lots in Park Forest Place, (being Park Forest Place First and Second Additions as platted November 26, 2003 as Documents 2003R83805 and 2003R83806 and Park Forest Place Third Addition as platted _____ as Document _____ and such other Additions as may be added by Developer, if any), to persons or entities not controlled, not owned or not managed by Developer in whole or in part.
- (2) At such time as Developer voluntarily relinquishes its Class "B" membership rights with reference to this item of the Declaration.

7. PURPOSE OF ASSESSMENTS.

The assessments levied by the Association shall include but not be limited to the purposes of:

- i) promoting the recreation, scenic enjoyment, health, welfare and safety of the residents; and
- ii) protecting, advancing and promoting the environment of the properties for the common benefit and enjoyment of the owners and occupants of residences;
- (iii) improvement, repair and maintenance of the common areas and other common facilities and maintenance of areas of common responsibilities including water retention facilities, pond area accessways, entrance areas, signage, boulevards, as

may from time to time exist;

- (iv) elimination of Board debt or expenses, including but not limited to cost of labor, equipment and materials, management and supervision thereof, and for such expenses, borrowings, obligations, legal matters as may be authorized from time to time by the Board of Directors in relation to this Declaration or other Association documents.

8. CREATION OF LIEN AND PERSONAL OBLIGATIONS OF ASSESSMENTS.

Each owner of a building site by acceptance of a deed or other means of conveyance or transfer of ownership therefor, whether or not it shall be so expressed in such deed or other form of conveyance, shall be deemed to covenant and agree to pay the Association:

- A. An entering membership fee;
- B. Annual assessments as to a given building site;
- C. Special assessments and/or individual assessments as shall be established and collected pursuant to the terms of this Declaration.

All such assessments together with interest thereon, late charges and costs of collection thereof, including court costs and reasonable attorney's fees as set forth later herein, shall:

- (1) Be a charge and a continuing lien upon the building site against which any such assessment is made, attaching as of the original recording of this instrument, superior to all other liens, charges or

mortgages recorded subsequent to this document unless subordinated automatically pursuant to Section 17 and shall be enforceable by foreclosure in accord with the provisions of Illinois law and/or such other means as Illinois law may permit.

- (2) Be the joint and several personal obligation of each person or entity who was an owner of said building site at the time when any such assessment made against said building site fell due enforceable directly against said owners to the fullest extent permitted by Illinois law.

No owner shall be entitled to a refund of any portion of the entering membership fee, any annual or special assessment, or installment of a special assessment paid by him, even though said owner's membership in the Association terminates. No owner may avoid or escape liability for the entering membership fee, or any annual or special assessment, or the individual assessment, imposed or levied pursuant to this Declaration by abandonment of his property or by attempted waiver as a non-user of the benefits of membership in the Association, or of common areas and facilities.

9. ENTERING MEMBERSHIP FEE AND NOTICE TO SECRETARY.

Each person or entity (other than any Class "B" members or the Association as an owner) who acquires or holds an ownership interest in a building site, by acceptance of a deed or by

assertion of ownership through other means of conveyance or transfer of ownership (including transfer of ownership through legal proceedings including foreclosure or other legal process), whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association at time of acquisition of the ownership interest in that building site, an entering membership fee of One Hundred Twenty-five Dollars (\$125.00) to be used by the Association for the same purposes for which annual and special assessments may be levied. Such persons, entity or co-owners of a building site shall at that time also advise the Secretary of the Board of any such acquisition of an ownership interest and appropriate mailing address and the Secretary of the Board shall make such notation in the Secretary's records. Where more than one person or entity acquires an undivided ownership interest in a single building site under a single conveyance or transfer (for example, two individuals acquiring an interest as co-owners under a single deed), a single payment of One Hundred Twenty-five Dollar (\$125.00) fee as to that building site shall be deemed payment for all parties acquiring an ownership interest under that specific conveyance or transfer. Where multiple building sites are acquired in the same transaction, multiple entering membership fees shall be required, one membership fee for each building site acquired. Unpaid entering membership fees shall constitute a lien against the building site of that member enforceable under Section

16. Entering membership fee shall be deemed automatically waived for any natural person acquiring ownership by inheritance. The Developer, as to lots initially conveyed by the Developer, and the Board of Directors by majority vote (or the Developer in the absence of a Board) as to other conveyances may make a case by case exception for this fee where transfer is for:

- a) estate planning purposes;
- b) an interfamily transfer for no or nominal consideration;
- c) a division or partition of land for no or nominal consideration (including division of real estate under divorce) where one party in title releases to another party already in title all interest as to that building site.
- d) transfers to trusts for little or no consideration where the transferring owner releases a substantial beneficial interest in the trust, provided the trust is not a marketing or development device for commercial purposes.

10. ANNUAL ASSESSMENT.

Except and to the extent that longer or greater notice standard shall be imposed by Association By-Laws or by applicable law, if any, it shall be the duty of the Board at least twenty (20) days prior to the Association's annual meeting to prepare a budget covering the estimated costs of operating the Association during the coming year which may include a capital contribution or reserve in accordance with a capital budget separately prepared.

The Board shall cause notice of the proposed budget and assessment to be mailed at least fifteen (15) days prior to the meeting to the member's mailing address on file with the Secretary of the Association or to the address of that building site, unless said building site has no residential building thereon, in which case said notice shall instead be at least mailed fifteen (15) days prior to the meeting to the Grantee address listed on the most recently recorded deed which shall be deemed notice or, alternatively, by posting notice on said building site at least fifteen (15) days prior to said meeting. Notice to one member shall be deemed notice to all members having an ownership interest in that building site. All mailings shall be U.S. mail, postage prepaid, and will be deemed received on mailing. The budget and assessment shall become effective unless disapproved at the annual meeting by a vote of at least fifty-one per cent (51%) of the Association votes including those votes of the Class "B" member(s). Notwithstanding the foregoing, however, in the event the members disapprove the proposed budget, or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year. Annual assessments shall be divided equally between all then existing building sites by the number of then existing building sites, the owner(s) of each building site paying the share for that building site.

Notwithstanding the other provisions of this Declaration, the annual assessment will be \$125.00 per building site until such time as the first annual Association meeting is held. The annual fee shall be paid applicable to all building sites except building sites owned by the Class "B" member (unless such building site is occupied by the Class "B" member as a personal residence for that Class "B" member, corporate officers or employees or agents of said Class "B" member). The annual fee shall be the joint and several obligation of all owners of a given building site. Enforcement of annual assessments shall be provided at Section 16.

11. SPECIAL ASSESSMENTS.

In addition to the annual assessment authorized above, the Association may levy in any calendar year, a special assessment for the purpose of defraying in whole or in part, the cost of any obligation of the Association, legal expense, liability and/or construction or reconstruction, unexpected repair, replacement, or maintenance of a described capital improvement upon the common areas, including the necessary fixtures and personal property related thereto, provided, that any such assessment shall have the assent of two-thirds (2/3) of the votes of the Association at the meeting duly called for this purpose. Written notice of **such meeting (except and to the extent that longer or greater notice shall be imposed by Association By-Laws or applicable law, if any)** shall be mailed not less than fifteen (15) days in advance of the meeting setting forth the purpose of the meeting in the same

manner of mailing as provided for Annual Assessment, which shall be deemed notice. The Board of Directors may make such special assessments payable in installments over a period which may, in the Board's discretion, extend in excess of the fiscal year in which adopted. Special Assessments shall be divided equally between all then existing building sites by the number of then existing building sites, the members owning each building site being jointly and severally liable for that building site's share.

Enforcement shall be as provided at Section 16.

12. INDIVIDUAL ASSESSMENT.

An individual assessment as to a specific building site or sites shall exist and be a lien as to all costs and expenses in relation to enforcement of this instrument by the Board as to that specific building site or sites. Upon the determination of the Board by majority vote of all of its members, the Board shall provide notice to the owners of that specific building site or sites of a meeting to impose individual assessments. **Except and to the extent that longer or greater notice shall be imposed by Association By-Laws or applicable law, if any,** notice shall be sent to said owner(s) at least fifteen (15) days in advance of such meeting by mailing same to the member address on file with the Secretary of the Association or if no address is on file, to the building site address unless the building site has no residential building thereon, in which case notice shall be directed at least fifteen (15) days in advance to the grantee's

address listed on the most recently recorded deed or, alternatively, posted on said building site at least fifteen (15) days prior to said meeting, which shall be deemed notice. Notice to any one owner of a building site shall be deemed notice to all owners of that building site. All mailing shall be by U.S. mail, postage prepaid, and will be deemed received on mailing. The Board at such meeting so noticed may then impose such individual assessment upon determination of the costs owing or to be owing the Board by majority vote of all of the Members of the Board. The building site owners shall have fifteen (15) days from the date of notice in which to pay such assessment to the Board or the Board may institute action under Section 16 unless the Board, by majority vote, provides for a different payment schedule.

13. EXEMPTION FROM ASSESSMENT.

The following property subject to this declaration shall be exempt from all assessments, charges and liens created herein:

A. Property dedication and acceptance by any public authority and devoted to public use.

B. All Common Areas as defined herein.

C. Any vacant land or building sites owned by a Class "B" member unless a building site is occupied as a residence by the Class "B" member, corporate officer or employee or agent of the Class "B" member. Any such land or building sites owned by a Class "B" member shall be maintained by such Class "B" member at such member's sole cost and expense. In

receiving this exemption, Class "B" members herein agree not to permit any such building site to exist in a state of nuisance or in violation of Village ordinance.

14. ASSESSMENTS DUE DATES.

The annual assessment installments for each building site **within this Third Addition of Park Forest Place** shall commence for each building site on the latter of:

(a) **March 1, 2007, or**

(b) the transfer of ownership of the building site from Developer to the member.

(amounts shall be prorated to correspond to the then current assessment period, which is noted below)

and shall become due and payable at that time in advance.

Assessments within earlier Additions shall commence as provided under Document 2003R83807 recorded November 26, 2003. Unless

modified by the Board, annual assessment shall be payable each March 1st for the period of that March 1st through the following

February. The Developer is authorized to prorate any annual assessment collected on initial sale of building site by Developer

and to hold or expend such sums for the purposes for which annual assessments are collected. Funds so collected but not so expended

by the Developer will be tendered by the Developer to the Association. The method of payment and due dates for special

assessments shall be as established by the Board in accordance with this Declaration, its Articles and By-Laws. The Board shall

have the authority to reschedule payment dates for annual assessments and special assessments in such manner as it may choose and may prorate assessments for any partial year in which payment dates are rescheduled. Individual assessments shall be due as noticed or provided for under Section 12. The Board shall prepare and maintain a roster of building sites and assessments applicable thereto, which shall be open to inspection by any member upon reasonable notice to the Board.

15. COMPUTATION.

Annual and/or special assessments shall be in equal amounts as to each building site.

16. EFFECT OF NONPAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION.

Any assessments which are not paid when due shall be delinquent. In addition to other charges, interest and amounts as may be due under this instrument, any assessment or installment delinquent for a period of more than ten (10) days may incur a late charge in an amount not to exceed \$100.00 as the Developer or Board may determine from time to time. The Developer or Board may (but shall not be required to) cause a notice of delinquency to be given to any member who has not paid within the ten (10) days following the due date. If the assessment or installment is not paid within thirty (30) days following notice of delinquency to said member or members, the Developer or Board may declare the entire balance of such assessment paid by installment due and

payable in full. As to any unpaid or delinquent assessment, at any time, the Board may seek to foreclose any lien created hereunder, and/or seek any other remedy available herein or under Illinois law. In addition, any lien or judgment on delinquent assessments shall include any late charge determined by the Board as provided for above, interest on the principal amount due at the maximum statutory rate from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, court costs and any other amounts provided or permitted by law. Each owner and/or member (and all parties claiming by, through or thereunder), by owner's acceptance of a deed or other conveyance or transfer of ownership to a building site, vests in the Developer or Board on behalf of the Association or their agents the right and power to enter the member's building site for maintenance or repairs and further vests in the Developer or Board on behalf of the Association or its agents the right and power to enforce the lien(s) against property as herein provided and to bring actions against such member for the collection of such charges as a debt and/or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The liens created or provided in this Article shall be in favor of the Association and shall be for the benefit of all other members.

By acceptance of ownership, all owners recognize that such liens are applicable to the entire building site and shall not be limited to any one owner or member's percentage of ownership

interest, but shall apply to all ownership interest, regardless of whether a given member or owner of the building site is personally responsible for the creation or existence of the lien. The Developer or Board, acting on behalf of the Association, shall have the power to bid on the building site at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same. No member may waive or otherwise escape liability for the assessments provided for herein, including by way of illustration but not limitation, abandonment of the building site.

The Developer and Board on behalf of the Association shall likewise have the right to use forcible entry and detainer proceedings to enforce the rights provided to the Association or Board under this Declaration as permitted from time to time by the statutes of the State of Illinois.

To the extent that no Association is in place and/or to the extent that Developer is collecting dues and assessments, the Developer is further authorized to act in place of the Association as to any delinquent assessment or dues and shall have all rights and remedies to enforce the payment of fees and charges herein provided the Association, in lieu of enforcement of same by the Association.

Notice of delinquency (which may be provided to accelerate payments of assessments otherwise paid in installments) under this Section 16 herein shall be deemed given if personally delivered to a member or mailed U.S. mail to the member's address on file with

the Secretary of the Association or to the member at the building site for which the assessment or lien occurred unless said building site has no residential building thereon, in which case notice shall be mailed to the Grantee address on the most recently recorded deed which shall be deemed notice to the member or, alternatively, by posting notice on said building site, which shall also be deemed notice to the member. Notice to any one owner of a building site shall be deemed notice to all owners of that building site. All mailed notice may be U.S. mail, postage fully prepaid, deemed received when mailed.

17. SUBORDINATION OF LIEN.

The lien for membership fee, annual assessment, special assessment and individual assessment provided for in this Declaration shall be subordinated only to the lien of any bona fide first mortgagee a) unless notice or claim for lien is filed of record with the Recorder of Deeds of Sangamon County by instrument other than the Declaration prior to the recording of such bona fide first mortgage lien or b) unless the assessment is due and payable after mortgagee has come into possession or taken title by certificate of sale, deed or deed in lieu of foreclosure.

No owner or co-owner of a building site nor any family member, trust, corporation or other entity to which the owner is related or holds an interest in (other than a corporation having publicly traded stock on a recognized exchange, a banking institution authorized to do business in the State of Illinois or valid

insurance corporation authorized to do business in the State of Illinois which customarily makes or lends money to third party entities in the customary course of business) shall be deemed a bona fide first mortgagee or lien holder as to any building site in which the owner has an ownership interest, including but not limited to ownership interest under trust, corporation, limited liability company, partnership or other ownership holding. As noted at "b)" above, any subordination herein shall apply only to the assessments which have become due and payable prior to possession, sale or transfer of such building site pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such possession, 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.

18. ESTOPPEL CERTIFICATES.

The Association shall, upon request of a member, at any reasonable time, furnish an estoppel certificate signed by an officer or other authorized agent of the Association, setting forth the amount of unpaid assessments and/or other charges, if any, against said member's building site, up to a given date or time of conveyance. The Association shall also certify as to whether or not there are known violations of the governing documents on the building site as of the date of preparation of the certificate. Said certificate shall be delivered to the place of closing and all outstanding assessments and other charges, if

any, and a reasonable charge, as determined by the Board, to cover the cost of providing such certificate shall be deducted from the Seller's account at the closing and transmitted directly to the Association. Such certificate may, but shall not be required to provide information as to entering membership fees. In the absence of an Association and/or to the extent the Developer continues to collect fees and assessments as herein provided, the Developer is authorized to provide an estoppel certificate in lieu of the Association with said Developer's estoppel certificate binding on the Association.

19. EASEMENT FOR ENFORCEMENT.

The Association and Developer are hereby granted an easement of use and right-of-way on, over, in, under and through all building sites in order to comply with or enforce the terms of this Declaration, and entry on any building site for such purpose shall not be deemed a trespass.

20. ENFORCEMENT AUTHORITY.

The Board of Directors of the Homeowners' Association and/or Developer, in addition to other powers herein enumerated, shall be authorized and empowered to:

A. Make and enforce reasonable rules and regulations governing the conduct, use and enjoyment of the common properties.

B. Begin any court action or enter any existing court action on behalf of the Association and all owners to abate

any nuisance, or otherwise to protect the values, integrity and/or interests of the community, or enforce the rights under this instrument or arising at law.

21. ENFORCEMENT PROCEDURE AS TO MATTERS OTHER THAN ASSESSMENTS AND/OR SUSPENSION UNDER 5B. As to all matters other than non-payment of assessments set out in Section 16 and/or limitation of use of Common Areas or suspension of voting as set forth under Section 5.B (which permit immediate enforcement without further notice), the Board may immediately begin court action upon majority vote of the Board if the Board finds in its own discretion that failure to initiate court action would result in a limitation of defenses, recourse or remedies or is necessary for the continued health, safety and/or well being of the Association and/or members. All costs attributable to such court action, including attorney's fees, shall constitute an individual assessment lien on the building site or sites at issue enforceable pursuant to Section 16. In all other situations involving enforcement of matters other than assessments payment and/or Section 5B, the Board shall not begin court action for violation of rules or covenants unless and until the following procedure is followed:

A. Demand. Written demand to cease and desist from any alleged violation shall be noticed to the owners of the building site or sites at issue specifying:

- (1) The alleged violation; and

- (2) The action required to abate the violation; and
- (3) A time period, not less than ten (10) days, to abate the violation if it is continuing and that further violation may result in a court action

B. Notice of Hearing. If the violation continues past the period allowed in the demand for abatement, or if the same rule is subsequently violated, the Board shall serve the owners of the building site(s) with written notice of a hearing to be held by the Board in executive session. The notice shall contain:

- (1) The nature of the alleged violation; and
 - (2) The time and place of the hearing, which time shall be not less than ten (10) days from the giving of notice; and
 - (3) An invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and

(4) That the Board reserves the right to undertake court action seeking attorney's fees and court costs from violator to prevent further or continued violation. The Board may recover all expenses relative to enforcement and correction of the violation, including but not limited to expenses of correction of violation and all costs, attorney fees and damages for any violation and all such costs shall be deemed a lien on the building site or sites at issue as an individual

assessment lien pursuant to Section 16.

C. Hearing. The hearing shall be held in executive session pursuant to this notice, affording the member a reasonable opportunity to be heard. Proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or any person or entity sharing ownership interest in a building site currently alleged to be in violation of this instrument appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and action of the Board, if any. A simple majority vote of the Board or Association shall control as to the decision of the Board, including the decision to institute legal proceedings. The Board shall have the authority to permit a reasonable time to correct or remediate any violation.

As to this Section 21, all demands and notices, except to the extent required for court proceedings under the Civil Practice Act, shall be to the last address registered with the Secretary of the Association of the owner/members of the building site or sites at issue by certified or registered U.S. mail, return receipt requested, notice deemed given when

mailed to the address on file with the Secretary of the Association, or in the absence of an address registered with the Secretary of the Association, by U.S. mail to the building site address unless the building site has no residential building thereon, in which case, notice shall be directed to the grantee's address listed on the most recently recorded deed or, alternatively posted on the building site of the violator.

22. EROSION CONTROL AND LANDSCAPE WASTE.

During clearing and construction, until all exposed dirt from excavating has been removed from the building site or brought to an approved final grade surrounding the dwelling unit, and until the building site is permanently landscaped with vegetation or landscaping material, the building site owner shall prevent the erosion and washing of soil from the building site by employing the following measures:

A. Disposing of all landscape waste, such as brush, weeds, removed trees and excess dirt, in a lawful fashion by burial, incineration or removal, without causing damage to an adjacent building site or other property within Park Forest Place Subdivision.

B. In the case of making improvements to a building site, the owner shall place, or require a General or Sub-Contractor to place, all excavated soils deposited within the building site at least five (5) feet away from any lot line, and the

owner or General or Sub-Contractor shall not place any soil piles on an easement or right-of-way of record. During and prior to completion of construction efforts, the building site owner or contract of the building site owner's designation shall erect and maintain a water permeable cloth dike of suitable strength and durability across the front of a building site and around the perimeter of excavated soil piles or shall employ other effective means to prevent such soils from eroding or washing into easements or rights of way or other building sites. Such dikes or other systems shall be maintained until the excess soil has been brought to approved final grade or removed from the building site.

C. Immediately after the final grade has been established and approved on the building site surrounding the building site, the building site owner shall provide and install vegetation to cover exposed soils by planting approved ground cover, sodding, seeding and strawing, or covering the exposed areas with approved landscape material to prevent erosion. Drainage easements on building sites shall be maintained by the building site owner according to the plat of record and the specifications of final grade as approved by the Village Engineer. Sodding shall occur on all side yards to the rear line of the constructed structure and in all front yards unless otherwise permitted by the Architectural Control Committee for a given lot.

D. Soils, mud and landscape waste carried from a building site onto other properties and common areas such as ponds, easements, rights of way and roadways, by erosive forces or by vehicles leaving a construction site, shall be cleaned up daily or as necessary at the expense of the building site owner.

The Developer, his successors and assigns, shall have the right to enter a building site at any time for the purpose of preventing and arresting undue erosion at the expense of the building site owner if the building site owner or his designated contractor is unwilling or unable to prevent such erosion.

23. CONSTRUCTION MATERIAL WASTE.

At each building site, excess material and waste from construction shall be gathered and disposed of regularly in a lawful fashion. No building site shall be used or maintained at anytime for a dumping ground.

24. ADDITIONAL COVENANTS.

A. No noxious or offensive trade or activities shall be carried on in said subdivision, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood.

B. No structure of a temporary character, trailer, basement, shack, garage, barn or other outbuilding shall be erected or placed on any building site at any time, except during the construction period without approval of the

Architectural Control Committee. No unattached garage or out building shall be approved by the Architectural Control Committee unless it is compatible with the existing single family dwelling on the premises and is of comparable quality and construction.

C. No animals, livestock or poultry of any kind shall be raised, bred or kept on any building site in said subdivision except dogs and cats and other common pet animals, and not for any commercial purposes.

D. All grass and weeds shall be kept cut on sold vacant building sites and not to exceed a height of 12 inches, and no vacant building sites shall be permitted to fall into an unsightly condition, except that the building site owner shall not be obligated to clear natural wooded areas of brush and undergrowth. No building site shall be used or maintained as a dumping ground for rubbish, and all trash, garbage and other waste shall be kept in sanitary containers.

Any vacant building site which falls into an unsightly condition may be mowed or cleaned up by the Developer at the expense of the owner.

E. No fence shall be erected in front of a residence. No fence shall be erected without prior approval of the Architectural Control Committee. In the case of corner building sites, both street sides of the residence shall be considered as front lines. Fences shall also comply with

Village of Rochester zoning ordinance 10-3-9. Open wrought iron fences are preferred. No woven-wire fencing shall be permitted. No fences, walls or plantings shall be erected within 30 feet of the lot line bounding a water retention facility (pond) without approval of the Architectural Control Committee which reserves the right to require removal of same at the expense of the owner should such be necessary for access to or maintenance of the water retention facility or other use of said easement.

F. Single level structures shall incorporate and contain 75% brick, stone or other similar substance approved by the Architectural Control Committee on the front side. All two level structures shall incorporate and contain 50% brick, stone or other similar substance approved by the Architectural Control Committee on the front side.

G. Use shall be limited to residential, no commercial office, studio, parlor or other business establishment shall be operated within the subdivision.

H. No log homes are permitted.

I. Approval of the vertical elevation of the ground floor is reserved to the Architectural Control Committee and must be approved prior to construction.

J. In accordance with Section 11-5-5 of the Village of Rochester's Subdivision Ordinance, the homesite owner or designated agent must promptly contact the Village of

Rochester if field tile are broken or damaged during the construction of any residence. Further, it is the responsibility of the homesite owner to repair the tile so as not to impair its proper functioning. The excavation area containing the tile shall not be back-filled until the Village of Rochester has inspected the repair and determined it to be satisfactory.

K. Changes to any pond configuration or overflow control structures are prohibited unless authorized by the Village of Rochester and the Architectural Control Committee. Maintenance easements for the overflow control structures have been granted to the Village of Rochester. Such maintenance easement shall not relieve the Homeowners' Association and its respective members from obligations otherwise imposed herein. To the extent maintenance services for a pond as to storm water retention are provided by the Village and the Village remains unreimbursed after billing directed to the Homeowners' Association, the Village shall be entitled to have a lien on each building site in **such Addition of** Park Forest Place equal to the total cost of service divided by the number of building sites. Dispute as to the amount of the lien or its calculation shall not invalidate the lien. The lien will become effective as to third parties upon recording of notice of same within the proper chain of title at the Office of the Recorder, Sangamon

County, Illinois.

L. All utilities, including telephone, electric and television cables, other than for temporary service during construction, shall be underground.

M. Each building site shall be connected to the public sanitary sewers. No sump pump in any home shall be connected to or discharge into the public sanitary sewer system. The discharge line from a sump pump shall be connected to the sump pump collector line or the storm sewer main except that lots bounding on the water retention facility may discharge sump pump water directly to the water retention facility. The collector line will be placed in an easement abutting the right-of-way as design requires. Therefore, the owner will need to make provisions to ensure the location of the building site's discharge line for any sump pump is practical with respect to the location of the collector line or storm sewer. The expense of the sump pump system will be the responsibility of the owner. It is the owner's responsibility to contact the Village of Rochester for direction with respect to preparations for the sump pump discharge outlet. Discharge by lots surrounding the water retention facility to the water retention facility shall comply with aesthetic and other directions of the Architectural Control Committee as to location and manner of discharge.

N. Satellite dishes, television antennas and outdoor pools are subject to approval at the discretion of the Architectural Control Committee and may vary from building site to building site.

O. No public utility or the Village of Rochester will be liable for damage to or destruction or removal of trees or shrubs within public easement areas.

P. No sign of any kind shall be displayed to the public view on any building site except one (1) miscellaneous sign of not more than one (1) square foot, one (1) sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period, unless approved by the Village of Rochester and the Architectural Control Committee.

Q. No spirituous, vinous or malt liquors shall be sold or kept for sale on said premises.

R. All mailboxes located within Park Forest Place Subdivision shall be of a uniform design, construction and installation as approved and required by the Architectural Control Committee. No separate mailbox or other receptacle for newspapers or other periodicals shall be placed upon said mailbox or post without the prior permission of the Architectural Control Committee.

S. To the fullest extent permitted by law, each owner, by

acceptance of deed, and the owner's agents, employees, contractors, subcontractors or other parties claiming by, through or thereunder hereby waives any and all causes of action against the members of the Architectural Control Committee in their individual or personal capacity relative to any decision, action or omission made by a member of the Architectural Control Committee. Each homeowner and their agents, employees, contractors, subtrades or other parties claiming by, through or thereunder waive all causes of action against the Architectural Control Committee in its capacity as an entity or corporation except to the extent said cause of action is limited to the nature of declaratory action to overturn a ruling or directive of the Architectural Control Committee based on gross negligence or material deviation from the provisions of the document. Each homeowner, for themselves, their agents, employees, contractors, subcontractors or other parties claiming by, through or thereunder, waives any right to monetary damages or financial compensation of any form relative to the Architectural Control Committee and/or any member thereof relative to any act or omission of the Architectural Control Committee.

T. On lots (other than those bordering the pond, lake or water retention facilities installed or maintained by the subdivision and/or its association), no structures shall be placed or built below the elevation of 544.5'. As to those

lots bordering pond, lake or water retention facilities installed or maintained by the subdivision and/or its association, no structure shall be placed or built below the elevation of 563.5'. For reference, top of the dam for the pond/water retention facility is 563'.

25. VEHICLES.

No building site owner or occupant shall permit any truck, commercial vehicle, boat or trailer, including without limitation, cargo trailer, campers, house trailers, mobile homes or carryalls, to be parked or stored on the building site, in the driveway or in the street in front of or alongside of the building site. This shall not prevent the building site owner or the occupant from storing a truck, commercial vehicle, boat or trailer owned by such owner or occupant, or used by him in his business in any garage on the premises. No derelict vehicles shall be kept or stored on any building site.

26. SIDEWALKS.

After the construction of the sidewalk in front of a building site and acceptance by the Village Engineer or his representative, the building site owner shall be responsible for replacing at his own expense, any broken section. To the extent the Village shall permit deferred construction of a sidewalk on a given lot or lots, the owners of said given lots shall construct or install said sidewalks to code specifications at their own expense, said sidewalk to be in place commensurate with occupancy.

27. DURATION OF RESTRICTION.

The aforesaid covenants shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument rescinding or modifying these covenants which is signed by more than seventy-five (75%) per cent of the then record owners of the building sites delineated in this First Plat and any other plats of said Park Forest Place Subdivision, shall be recorded in the Office of the Recorder of Deeds of Sangamon County, Illinois.

Each building site shall have one vote, agreeing to change or rescind said covenants in whole or in part. No amendment to these covenants and restrictions shall operate to terminate the existence of the Homeowners' Association, nor shall it relieve the Homeowners' Association from its obligations hereunder to assess fees and maintain all water retention facilities, drainage facilities, non-private utility easements and boulevards as set forth in this plat and subsequent plats for Park Forest Place Subdivision.

28. REMEDIES FOR VIOLATION NOT EXCLUSIVE TO BOARD.

In the event of a violation or breach of any of these covenants and restrictions by any person or entity subject to such covenants and restrictions, a person or entity enjoying the benefit of these restrictions (other than the Association acting

through the Board) shall have the right to proceed in a judicial action at law or in equity to compel compliance with the terms of these covenants and restrictions, or to prevent the breach or violation of them. Developer shall, in addition, have the right to compensation for actual expenses incurred as a result of any such breach or violation.

29. SEVERABILITY.

Invalidation of one of these covenants or restrictions by judgment or other order shall not in any manner affect any of the other covenants, which shall remain in full force and effect.

30. LIABILITY.

No Architectural Control Committee member or Board member or Committee member shall be personally liable for any decision, action or inaction taken pursuant to this instrument in the performance of the duties of such position under this instrument.

IN WITNESS WHEREOF, _____ has caused this instrument to be executed this _____ day of _____, 2006.

MOUGHAN DEVELOPMENT, INC.

By: Its President and Authorized Signatory

STATE OF ILLINOIS)
) SS.
COUNTY OF SANGAMON)

I, _____, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that JIM MOUGHAN, personally known to me to be the President and Authorized Signatory for MOUGHAN DEVELOPMENT, INC., appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this _____ day of _____, 2006.

Notary Public

EXHIBIT A

Madam Recorder:

Please Index Under:

Moughan Development, Inc.
Park Forest Place Third Addition

PARK FOREST PLACE THIRD ADDITION
DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR PARK FOREST PLACE THIRD ADDITION SUBDIVISION

Common Address:
Park Forest Place Third Addition

Affecting Tax I.D. 23-17-401-011
23-17-251-011
23-17-300-003 (this code only as to drainage
easements)

Prepared By & Return To:
Paul Presney, Jr.
Presney, Kelly & Presney
726 South Second Street
Springfield, Illinois 62704
(217) 525-0016

EXHIBIT A

Legal Description

PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 15 NORTH, RANGE 4 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SAID SECTION 17; THENCE SOUTH 00 DEGREES 00 MINUTES 36 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17, A DISTANCE OF 831.81 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING; THENCE NORTH 41 DEGREES 39 MINUTES 22 SECONDS EAST, A DISTANCE OF 161.10 FEET TO A SET IRON PIN; THENCE NORTH 00 DEGREES 00 MINUTES 20 SECONDS WEST, A DISTANCE OF 149.64 FEET TO A SET IRON PIN; THENCE NORTH 89 DEGREES 51 MINUTES 13 SECONDS EAST, A DISTANCE OF 874.08 FEET TO A SET IRON PIN; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS EAST, A DISTANCE OF 279.89 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 07 SECONDS EAST, A DISTANCE OF 311.60 FEET TO A SET IRON PIN LOCATED ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER; THENCE SOUTH 00 DEGREES 12 MINUTES 41 SECONDS WEST ALONG SAID EAST LINE, A DISTANCE OF 62.45 FEET TO A SET IRON PIN; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, A DISTANCE OF 311.31 FEET TO A SET IRON PIN; THENCE SOUTH 00 DEGREES 02 MINUTES 57 SECONDS EAST, A DISTANCE OF 150.00 FEET TO A SET IRON PIN; THENCE SOUTH 89 DEGREES 58 MINUTES 40 SECONDS WEST, A DISTANCE OF 643.10 FEET TO A SET IRON PIN; THENCE NORTH 00 DEGREES 15 MINUTES 20 SECONDS EAST, A DISTANCE OF 10.50 FEET; THENCE NORTH 88 DEGREES 18 MINUTES 49 SECONDS WEST, A DISTANCE OF 202.27 FEET TO A SET IRON PIN; THENCE NORTH 01 DEGREES 41 MINUTES 11 SECONDS EAST, A DISTANCE OF 8.09 FEET TO A SET IRON PIN MARKING A POINT ON A NON-TANGENT CURVE HAVING A RADIUS OF 430.00 FEET WHOSE CENTER BEARS SOUTH 65 DEGREES 24 MINUTES 51 SECONDS EAST FROM SAID POINT; THENCE NORTHEASTERLY TO THE RIGHT FROM SAID POINT THROUGH A CENTRAL ANGLE OF 11 DEGREES 19 MINUTES 29 SECONDS, A CHORD DISTANCE OF 84.85 FEET; THENCE NORTH 55 DEGREES 36 MINUTES 42 SECONDS WEST, A DISTANCE OF 217.28 FEET TO THE POINT OF BEGINNING.