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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EQUITABLE SERVITUDES

for

HERITAGE KNOLLS UNIT 4

The undersigned, HARRIS BANK FRANKFORT, not individually but as Trustee under trust agreement No. --458--, dated August 28, 1992, an Illinois Corporation, (hereinafter called the "OWNER"), being the owner of the real estate included within the Plat of Subdivision for Heritage Knolls Unit 4 (hereinafter known as "Plat of Subdivision and/or Plat"), Recorded with the Recorder of Deeds of Will County, Illinois, on August 3, 1993 as Document No. R93-6560 and collectively described as follows, to wit:

> Lots 136 to 145, Lots 189 to 191 and Lots 194 to 206, all inclusive, in Heritage Knolls Unit 4, a Subdivision of part of the South Half of Section 29, in Township 35 North, Range 12 East of the Third Principal Meridian, Frankfort Township, according to the plat thereof recorded August 3, 1993, as Document No. R93-6560, in Will County, Illinois.

hereby incorporates said Plat of Subdivision into this document and makes the same a part hereof.

WITNESSETH:

A. The following covenants, restrictions, reservations, equitable servitudes, grants, and set back lines (whether herein contained or contained on the Plat of Subdivision) shall be considered as running with the land and shall be binding upon the respective owners of the lots in HERITAGE KNOLLS UNIT 4 (HEREINAFTER called the "SUBDIVISION") their heirs, executors, administrators, successors, grantees, lessees, and assigns:

1. SINGLE FAMILY RESIDENTIAL BUILDINGS ONLY

No business or profession of any nature shall be conducted on any lot or in any residence constructed on any lot in this subdivision, except the business of sale of lots and houses in the subdivision constructed by the developer of the SUBDIVISION or its successors or assigns. None of said lots as heretofore platted shall be divided or re-subdivided except for the purpose of combining portions thereof with adjoining lots, provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprises the whole of one of said lots (as heretofore platted

and subdivided) and a part or parts of one or more adjoining lots shall, for all purposes of this Declaration, be deemed to constitute a single lot upon which only one residential building may be erected, constructed, or allowed to exist.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

Notwithstanding anything to the contrary herein contained, the Developer, its successors, assigns or licensees shall be permitted to erect one or more single family residential buildings as sales offices, model homes, business offices, storage areas, construction areas, or similar or like items for the purposes of the development and sales of the lots or homes in the subdivision and any adjoining property, including but not limited to, the Unit under construction all prior and future Units within the development.

2. TWO CAR GARAGE REQUIRED

As appurtenant to the residential building permitted by Paragraph 1 hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two (2) nor more than three (3) standard size automobiles shall be constructed or erected, which garage must be either attached to such residential building as an integral part thereof or attached thereto by an enclosed breezeway or be architecturally designed to compliment the main residence, and be approved by the Architectural Committee as herein provided. Such garage shall not be used at any time as a residence, except for being incorporated as part of the main residence or for use as related living or for domestic servants of the occupants of said residential dwelling and then only when not less than two (2) standard size garage units shall remain for use of the occupants of the residence. Such garage shall, in architectural design and in proportionate construction cost, conform to the construction standards for the main residential building.

3. MANDATORY APPROVAL OF PLANS AND ARCHITECTURAL COMMITTEE

Before anyone shall commence the construction, reconstruction, erection, remodeling, addition to, alteration or placing of any building, wall, structure, or improvement whatsoever on any of said lots in the subdivision, there shall be submitted to the Architectural Committee (hereinafter defined and for convenience

sometimes referred to as the "Committee") two (2) complete sets of construction plans (which shall include a landscape plan) drawn by a licensed architect for such buildings or structure. The plans shall include drawings, specifications, exterior elevations, construction materials and a site plan showing the location of all buildings, fences, yard lights or other proposed improvements. No structure shall be erected, constructed, reconstructed, remodeled, added to, altered or placed upon any lot in the subdivision unless and until complete construction plans have received written approval of the Architectural Committee as herein provided. The use of vinyl, rough construction grade plywood, pressboard or similar materials is prohibited.

Architectural designs should include a significant amount of stone or brick. The brick or stone should extend around the entire first floor area, unless the Committee, in its sole discretion, feels this would detract from an exceptional design. Such exceptions should be submitted for approval prior to the purchase of any lot.

The Committee shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the Committee:

a. Such construction plans are not in accordance with all of the provisions of this Declaration; or

b. If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures, or the character of the subdivision; or

c. If such construction plans, as submitted, are incomplete; or

d. If the Committee deems the construction plans or any part thereof or any material used on the exterior of the building to be contrary to the spirit or intent of these conditions and restrictions, or is contrary to the interest, welfare or rights of developer, or adjacent property owners, all in the sole and uncontrolled discretion of the Committee; or

e. If the Committee shall, within its sole and unlimited opinion and discretion, deem the construction plans or any part thereof or the building or structure to be unacceptable or of such design or proportions, or

to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values or other sites or buildings in the subdivision; or

f. For example, and not limited to the matters mentioned in this subparagraph, the Committee shall only approve a very limited number, if any, of a particular style of house on any block or area within the subdivision. Further, the Committee will not approve flat top roofs, low pitched roofs or a style where the majority of the front of the house is utilized for a garage.

The decisions of the Committee shall be final. Neither the Developer nor any architect or agent of the Developer nor any member of the Committee shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans.

From and after the date of this agreement and continuing for a period of ten (10) years, the number of members and the members of the Architectural Committee shall be determined by Hallmark Construction Company (hereinabove and hereinafter called "DEVELOPER"), or its successor, assignee or any person whom it may in writing appoint. From and after ten (10) years after the date of this Declaration, the number and members of the committee shall be determined by a majority vote of the owners of the lots in this and all prior units in this subdivision. If, at any time within ten (10) years after the date hereof, said Hallmark Construction Company, or its appointee, assignee, or successor shall expressly relinquish or refuse to exercise the power to determine the number and members of the Architectural Committee, the number and members of the Committee shall be determined by the majority vote of the owners of all of the lots of this and all prior units. A majority of the Architectural Committee may designate any other member thereof to act for it as its representative, in its name and on its behalf, such designation to be evidenced by a writing so stating which is signed by no less than a majority of the Committee. By purchase of a lot in this development all lot owners do hereby agree to be bound by the decision of said Architectural Committee and do hereby waive any rights to seek recovery or take legal action against the OWNER, DEVELOPER, COMMITTEE or any mortgagee for the development of the subdivision for any actions they may take or refuse to take.

4. MINIMUM LIVING AREA

In addition to all other requirements in this Declaration, the following shall be the minimum sizes for the homes in this subdivision.

a. A one story residence shall contain at least two thousand (2,000) square feet of living area, exclusive of garage, breezeway, porches, and basement. The width (building portion facing the street) shall be greater than the depth of the building for any proposed building which is rectangular in shape.

b. Every other dwelling shall contain at least two thousand four hundred (2,400) square feet of living area, exclusive of garage, breezeway, porches, and basement. The ground floor of each structure shall contain at least one thousand two hundred (1,200) square feet.

It is specifically declared that although a residence sought to be erected on any lot in this unit may conform to or exceed the minimum square foot living area requirements set out in this paragraph, the Architectural Committee may disapprove of such construction plans for the reasons stated in the MANDATORY APPROVAL OF HOUSE PLANS section and/or any other applicable section herein contained.

5. TEMPORARY BUILDINGS, STRUCTURES OR TRAILERS

No temporary house, campers, habitable motor vehicles, trailer, tent, stand, recreational appurtenances, shack, basement, or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used, on any lot at any time as a residence either temporarily or permanently and no residence erected on any lot shall be occupied in any manner at any time prior to its full completion in accordance with plans which have been approved pursuant to the terms of this Declaration. No mobile homes will be permitted on a temporary or permanent basis.

Nothing herein contained shall be construed so as to prevent the Developer, its successors, assigns or licensees from using such temporary facilities for the purpose of the development and sale of the lots or homes in the subdivision
and any adjoining property.

6. RESPONSIBILITY FOR DAMAGE TO SIDEWALKS, CURBS AND PARKWAYS

Prior to the commencement of construction of any improvements on any lot in the subdivision, it shall be the responsibility of the lot owner, and/or any contractor selected by the lot owner as his/her agent, to obtain from the Developer an inspection of the sidewalks and street curbs which are upon or adjacent to the subject lot to determine the condition of the same. Absent a written acknowledgement, signed by the Developer or its duly authorized agent (a Village official or employee is not an authorized agent of the Developer), identifying and describing any damage, defect or needed repair in the sidewalk and street curb, it shall be the responsibility of the lot owner, at his/her sole expense, to replace or repair any sidewalk or street curb which is found to be damaged, defective or in need of repair once any construction activity of any nature has commenced upon said lot. All repairs, replacements or other work shall be done in a good and workmanlike manner and in accordance with the laws, ordinances, and/or other requirements of the Village of Frankfort. The Developer and the lot owners acknowledge that once a lot owner causes construction activity to commence upon a lot it is impossible for the Developer to control and police all such activity which may occur on the various lots within the subdivision. All lot owners, for their own protection, are encouraged to obtain the written acknowledgement from the Developer of any preexisting damage, defects or needed repairs in the sidewalks and street curbs prior to the commencement of any construction activity upon the owner's lot. The failure to obtain such an acknowledgement shall result in a conclusive presumption that any subsequently noted damage to the street curb and/or sidewalk occurred as a result of the construction activity of the lot owner upon the lot.

In the event the Village of Frankfort or other entity shall require the Developer to replace or repair the street curb or sidewalks upon or adjacent to an owner's lot, the Developer is, by this declaration, granted permission without notice to enter upon and replace or repair such structures. The Developer shall then give ten (10) days notice to the then current lot owner, with a detail of the costs to the Developer, and the then current lot owner shall reimburse the Developer for all costs and expenses incurred by the Developer. In the event of the failure of the owner to reimburse the Developer the Developer shall have the right to a lien against the realty to secure recovery of the costs and expenses incurred by the Developer, including legal fees, in collecting the amount due to Developer.

It is also acknowledged and agreed by the Developer and the various lot owners within the subdivision that it shall be the responsibility of the lot owners to final grade with black dirt

and seed/sod the parkway(s) in front of the lot owner's lot at the time the lot owner constructs a residence upon the subject lot. If, however, the Developer has caused the parkway to be graded with black dirt and seeded or sodded prior to the time the lot owner commences the construction of any structure upon the lot, then the lot owner shall restore the parkway to the same condition it was in prior to the lot owner's commencement of construction activities. The failure of a lot owner to final grade and seed/sod the lot owner's parkway at the time of construction of a residence and/or to restore any parkway previously graded by the Developer shall give the Developer the same rights and remedies as are granted for the repair or replacement of sidewalks and curbs.

7. STORAGE OF TRUCKS, DILAPIDATED VEHICLES OR R.V.'s

No trucks, truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored, or parked on any dedicated or undedicated street or right-of-way in the subdivision, and the dedication of any such right-of-way or street in the plats incorporated herein shall be subject to this provision. No such items shall be maintained, stored, or parked on any of the lots in the subdivision unless housed or garaged completely in a structure which complies with this Declaration and which has been approved by the Architectural Committee so as to fully screen them from view from the streets and from neighboring yards.

8. JUNK, MACHINERY AND MATERIALS

No implements, machinery, lumber, building materials, mounds of dirt, debris or similar items shall be permitted to remain exposed upon any lot so they are visible from the street or any neighboring lot, except as necessary during the period of construction of a building thereon. No part of the subdivision shall be used for storage or display of junk or unsightly items or materials.

9. OUT-BUILDINGS

Construction of out-buildings must be architecturally designed to compliment the main residence and must be approved by the Architectural Committee. The use of identical materials and colors as used on the primary residence shall be encouraged along with dense screening by live plantings.

10. **ANIMALS**

Household pets, i.e., dogs, cats or other bona fide non-exotic household pets, may be kept in a house. Absolutely no commercial breeding or keeping of animals for commercial purposes shall be allowed. Any pets which cause objectionable noises or otherwise constitute a nuisance or inconvenience, in the judgment of the Architectural Committee, shall forthwith be removed from the premises by the person having custody of the same. No pets shall be allowed to roam unattended or to leave its owner's lot unattended. Walking pets shall be permitted provided that suitable arrangements are made to clean the public ways and the property of others of any animal debris which may be deposited.

11. **DRIVEWAY REQUIREMENTS**

Within six (6) months of issuance of occupancy permit a concrete, asphalt, or bituminous paved driveway from the street to the garage shall be installed or caused to be installed by the lot owner. Only one ninety (90) day extension of this requirement may be granted.

12. **COMPLETION OF SHELL AND HOUSE EXTERIOR**

The work of constructing, altering or remodeling any building on any lot shall be prosecuted diligently from its commencement until the completion thereof. Unless otherwise specifically authorized in writing by the Architectural Committee, the complete exterior structure or shell (i.e., all framing, sheeting, and insulating materials) must be completed, erected and constructed within ninety (90) days after the date construction of any residence shall have been commenced. The completed shell (including the roof and all exterior wall coverings) on every building or residence shall be completed within six (6) months after the date of commencement of such building. The purpose of this provision is to require the exterior of all buildings to appear and be completed within six (6) months from the time construction was commenced.

13. **WEED CUTTING AND MAINTENANCE OF VACANT LOTS**

Each lot shall, at all times, be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles, or cans shall be permitted to collect or remain exposed on any lot, except as necessary during the periods of construction. The owner of each vacant lot shall be responsible for the cutting or

removal of weeds or unsightly conditions on such lot so as to minimally conform with the requirements of any existing or future ordinances and regulations of the Village of Frankfort and/or to any reasonable requirements of the Architectural Committee.

14. SIGNS

No advertising or signs of any type or character, including "for sale" signs, shall be erected, placed, permitted or maintained on any vacant lot. This provision shall not apply to any sign which the Developer may erect identifying and/or advertising the subdivision which may be deemed necessary by the Developer for the operation and sale of the subdivision or lots therein, which said signs only the Developer may erect and maintain.

15. FENCES

No fence or enclosure shall be erected or constructed on any lot in the subdivision without the specific approval of the Architectural Committee, and only such type of fence or other enclosure as shall be acceptable to and approved by the Architectural Committee shall be erected, constructed or maintained. Chain link fences or stockade styles of fences will not be favored for approval, even for enclosing swimming pools, nor shall fences which enclose the entire rear and side yard areas of a lot.

16. SWIMMING POOLS AND SATELLITE DISHES

Above ground swimming pools will not be favored and if allowed complete screening, from ground to deck, must be provided and approved by the Architectural Committee. All swimming pools and required fencing must be approved by the Committee.

No satellite dishes shall be allowed in a yard or upon a roof or other structure.

17. ACCEPTANCE BY GRANTEES

Each grantee of a lot in this subdivision, by the acceptance of a deed conveying any lot in this subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, and equitable servitudes, herein contained, and by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenants and agrees with his/her subsequent

grantees and the original purchasers/subsequent owners of each of the other lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, reservations, equitable servitudes and set back lines herein contained or contained in the Plat of Subdivision.

B. The covenants, conditions, restrictions, reservations, equitable servitudes, and set back lines created in Paragraph A hereof (all of which may hereafter be referred to as the "restrictions") shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Owner, Developer, its successors and assigns, and all the successive lot owners in the subdivision. The provisions herein may be enforced by the OWNER, or owners of any lot in said subdivision, or by the Developer, its successors and assigns or by the Architectural Committee on behalf of the lot owners. A violation of the restrictions herein contained shall warrant the OWNER, DEVELOPER, its successors and assigns, or other lot owner(s) benefiting thereby or the Architectural Committee, to apply to any court of law or equity having jurisdiction for an injunction to prevent such violation and/or for damages or other proper relief. If such relief be granted, the defendant lot owner shall pay all court costs and reasonable attorney's fees of the Plaintiff. No delay or omission on the part of the Developer or its successors or assigns or the OWNER or owners of any other lots in said subdivision in exercising any right, power, or remedy herein provided for in the event of any breach of any of the restrictions herein contained shall be construed as a waiver thereof or any acquiescence thereto; and no right of action shall accrue nor shall any action be brought or maintained by or on account of the failure or neglect of the OWNER, the Developer, its successors or assigns, or the Architectural Committee to exercise any right, power, or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein on account of the failure or neglect of the OWNER, the Developer or the Architectural Committee, or their successors or assigns, to exercise any right, power, or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein. In the event any such law suit is filed against the OWNER, Developer or Architectural Committee, the person so filing the law suit shall be liable for all costs and attorneys fees and other expenses of said case incurred by the OWNER, Developer or Architectural Committee, including the expense of expert witnesses, regardless of the outcome of any such suit. The restrictions herein contained shall continue in effect until December 31, 2000, at which time they shall continue for successive periods of ten (10) years unless, by a majority vote of the owners of the lots in said subdivision, they are amended or terminated.

restrictions, reservations and/or equitable servitudes which shall be considered as running with the land and which shall be binding upon the lots in all Units of the Subdivision, including Unit 4, which are contiguous with the lake being developed. The lots in Unit 4 which are subjected to the Developer's right to create and record, with the Recorder of Deeds for Will County, Illinois, restrictive covenants as aforesaid, are lots 195 through 198; lots 200 through 203, and; lots 205 and 206, all inclusive.

The right reserved to the Developer to create and record such binding covenants and conditions shall extend to the time that the Developer shall cause the Owner to convey the lake property to the not-for-profit Corporation but in no event shall such right extend past December 31, 2000.

Each grantee of lots 195 through 198; lots 200 through 203, and; lots 205 and 206, all inclusive, in Heritage Knolls Unit 4, by the acceptance of a deed of conveyance and each purchaser under any contract for deed of conveyance for such lots, accepts the same subject to the Developer's right to create and record restrictions and covenants imposing obligations and restrictions on the use and enjoyments of the said lots, including but not limited to the obligation of lot owners to pay assessments, and such restrictions and covenants shall be deemed and taken as covenants running with the land, effective with the recording of this Declaration, and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such persons in like manner as though the provisions of the declaration, to be recorded, were recited and stipulated at length in each and every deed of conveyance for such lots. Excepting however, that any and all liens or rights to liens against any of the subject lots created for the purpose of enforcing the provisions of the restrictions and covenants to be created and recorded shall be subordinate to the lien of the first mortgage and/or first trust deed placed upon the subject lots for the purpose of purchasing the said lot and/or for constructing a residence upon the same.

IN WITNESS WHEREOF, HARRIS BANK FRANKFORT, not individually but solely as Trustee, under Trust Agreement dated August 28, 1992 and known as Trust No.--458--, as owner of record, has caused this instrument to be executed by its Trust Officer, attested by its Secretary, and its corporate seal to be hereto fixed, on the day and year first above written.

R93-065602

MARY ANN STUKEL
WILL COUNTY RECORDER

R93 0065602 1329 HRS

08 03 93

FEE: 24.00

~~fixed,~~ on the 3rd day of August, 1993.

HARRIS BANK FRANKFORT, not individually, but solely as Trustee under Trust Agreement dated August 28, 1992 and known as Trust No. 458.

By: Andrew B. Bernhardt
Trust Officer

ATTEST: Helene Bradshaw
~~Assistant~~ Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I Sue Clowes, a notary public in and for said County, in the State aforesaid, do hereby certify that Andrew Bernhardt, President/~~Vice President~~ and Trust officer of HARRIS BANK FRANKFORT, not personally but solely as Trustee as aforesaid, and Helene Bradshaw Corporate ~~Assistant~~ Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that, as custodian of the corporate seal of said Bank did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of August, 1993.

Sue Clowes
Notary Public

PREPARED BY and MAIL TO:
MICHAEL C. WHITTEN
Attorney at Law
10850 Laraway Rd.
Frankfort, IL. 60423

"OFFICIAL SEAL"
Sue Clowes
Notary Public, State of Illinois
My Commission Expires 4/8/96