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**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**PENNCROSS KNOLL HOME OWNERS ASSOCIATION**

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DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
PENNCROSS KNOLL HOME OWNERS ASSOCIATION

This Declaration is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001, by The Macom Corporation, a Delaware Corporation (hereinafter referred to as ("Covenantor")).

**WITNESSETH:**

WHEREAS, the Covenantor is the owner of the real property commonly known as Penncross Knoll and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Development Tract"), and

WHEREAS, the Covenantor is the developer of Penncross Knoll; and

WHEREAS, Penncross Knoll is being developed as a single-family detached residential community; and

WHEREAS, the Covenantor desires to promote the orderly development of the Development Tract and to provide for the maintenance of open spaces and other common areas or facilities by subjecting the Development Tract described herein to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, the Covenantor has deemed it desirable, for the efficient preservation of the values and amenities in the Development Tract, to create an Association to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration;

NOW, THEREFORE, The Macom Corporation declares that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of the Development Tract. These easements, covenants, restrictions, provisions, conditions, reservations, charges, and liens shall run with the property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit A, and shall inure to the benefit of each owner thereof.

**ARTICLE I**

**DEFINITIONS**

**Section 1.** "Association" or "Home Owners Association" shall mean and refer to the Penncross Knoll Home Owners Association, its successors and assigns.

**Section 2.** "Board" shall mean and refer to the Board of Directors of the Penncross Knoll Home Owners Association.

**Section 3.** "Covenantor" shall mean and refer to The Macom Corporation, its successors and assigns (other than the purchaser of a Lot).

**Section 4.** "Covenants and Restrictions" shall mean and refer to the covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

**Section 5.** "Development Tract" shall mean and refer to the property herein referred to and legally described in Exhibit A which by this Declaration has been subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 6. "Dwelling Unit" shall mean and refer to a residential housing unit within the Development Tract designed for and occupied by a single family in a single-family detached dwelling unit.

Section 7. "Final Plat" shall mean and refer to the Final Subdivision Plat of Penncross Knoll recorded by the Recorder of Will County on January 19, 2001 as Document No. R2001-006972, which is attached hereto as Exhibit B.

Section 8. "Landscape Easements" shall mean and refer to those easements for landscaping purposes which are so designated on the Final Subdivision Plat of Penncross Knoll or which are subsequently accepted by the Association.

Section 9. "Lot" shall mean and refer to a parcel of land under common fee ownership, occupied or intended for occupancy by one dwelling and having frontage on a street.

Section 10. "Member" shall mean and refer to a person(s) or entity which holds membership in the Association due to ownership of a Lot within the Development Tract.

Section 11. "Occupant" shall mean and refer to a person or persons, other than an Owner, in lawful possession of one or more Dwelling Units.

Section 12. "Owner" shall mean and refer to the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot within the Development Tract, and their successors and assigns. For the purpose of this Declaration, unless otherwise specifically provided herein, the word "Owner" shall include (i) any trust and beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a Lot and (ii) the Covenantor as to all unsold Lots which are or will be constructed on the Development Tract.



Section 13. "Person" shall mean and refer to a natural individual, corporation, partnership, or other entity capable of holding title to, or any lesser interest in, real property.

Section 14. "Record" or "place of record" shall mean to record a document in the Office of the Recorder of Deeds of Will County, Illinois.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration. All real property which constitutes the Development Tract shall be subject to this Declaration.

Section 2. Burden Upon the Property. The Covenantor declares that this Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every Owner and his or her respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

Section 4. Excluded Property. Any real property designated as park sites and which will be donated and/or sold to the appropriate governmental authority shall be specifically excluded from the covenants, restrictions, conditions, reservations, easements, charges, and liens established by this Declaration and shall not be subjected to this Declaration at the time of the recording of this Declaration. These properties which are presently designated as park sites are legally described in Exhibit C which is attached hereto and made a part hereof. This exemption shall also apply to any other properties which are subsequently acquired as park sites by a governmental authority. This exemption shall not apply to any Lots created within the Development Tract which are owned by a governmental authority and are used for residential purposes.

These properties shall remain excluded from the provisions of the Declaration provided that they are not used for residential purposes. If any property is used for residential purposes, it shall become subject to the provisions of the Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established by the Declaration without any further action by the owners of said properties, the Association, and/or the Covenantor.

### **ARTICLE III**

#### **GENERAL PURPOSE**

The purpose of this Declaration is to provide high standards of maintenance in the Development Tract so as to ensure a residential community of the highest quality and character for the benefit and convenience of all Owner of Lots in and all residents of Penncross Knoll.

**ARTICLE IV****HOME OWNERS ASSOCIATION**

**Section 1. Creation.** The Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation named the Penncross Knoll Home Owners Association.

**Section 2. Membership.** Every person or entity who is a record Owner of a Lot in Penncross Knoll, or who is the beneficiary of a land trust holding title to a Lot in Penncross Knoll, shall be a Member of the Home Owners Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Lot in the Development Tract. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a Member of its ownership of a Lot in Penncross Knoll at which time the new Owner shall automatically become a Member of the Penncross Knoll Home Owners Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot to which it is appurtenant.

If more than one person or entity is the record Owner of or a beneficiary of a land trust holding title to a Lot in Penncross Knoll, all such persons or entities shall be considered collectively as one Member.

Each Member of the Home Owners Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Home Owners Association, and the rules and regulations promulgated from time to time by the Home Owners Association or its Board of Directors.

Any person or entity who holds an interest in a Lot in Penncross Knoll merely as a security for the performance of an obligation or any person in possession of a Lot under a contract to purchase such Lot shall not be a Member of the Home Owners Association.

No Member shall have any right or power to disclaim, terminate, or withdraw from its membership in the Home Owners Association or from any of its obligations as such Member by abandonment of its residence or for any other reason.

Ownership of a Lot in the Development Tract shall be the sole qualification for membership and there shall be one membership for each Lot.

Section 3. Voting Rights. The Home Owners Association shall have two classes of voting Member:

a. Class A: Class A Members shall be all record Owners of Lots in Penncross Knoll and all beneficiaries of land trusts holding title to Lots in Penncross Knoll with the exception of the Covenantor.

b. Class B: Class B Member shall be the Covenantor.

The Class A Members shall be entitled to one vote for each Lot owned. If more than one person or entity is the record Owner or beneficiary of the title-holding land trust of a Lot in Penncross Knoll, then the vote for that Lot shall be exercised as those persons or entities amongst themselves determine. No more than one vote shall be cast with respect to any such Lot.

The Class B Member shall be entitled to ten votes for each Lot owned in the Development Tract.



The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: (i) upon conveyance of the title of a Lot in Penncross Knoll or (ii) whenever the Class B Member elects to do so.

The Home Owners Association shall have the right to suspend the voting rights of any Member for any period during which an assessment levied by the Home Owners Association against the Member's Lot remains unpaid.

Section 4. Powers, Duties and Responsibility. The Home Owners Association is created to carry out the purpose of this Declaration of Covenants and Restrictions. In order to carry out that purpose, the Home Owners Association shall be the governing body for all of the Owners and beneficiaries of title-holding land trusts of Lots in Penncross Knoll. It shall exercise the following powers and shall assume the following duties and responsibilities:

- a. to provide for the highest standards of maintenance of the Development Tract and to make and promote the desired quality and character of Penncross Knoll;
- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of the Home Owners Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator or for any of the purposes of the Home Owners Association;
- d. to maintain, repair, and replace the following in Penncross Knoll:
  - i. all entrance monuments and gates and accompanying landscaping, vegetation and grass; said entrance monuments may, but are not required to be located at 248th Avenue and Lapp Lane;
  - ii. all vegetation planted by the Covenantor or Home Owners Association, except grass, within Landscape Easements;

- iii. all grass within Landscape Easements which lies between either (i) the ridge line of any berm running parallel to the adjoining right-of-way and said right-of-way or (ii) the trunk line of major plantings and said right-of-way; the balance of grass area within the Landscape Easement shall be maintained by each respective Lot Owner;
  - iv. all vegetation, including grass, within the public rights-of-way adjacent to Landscape Easements;
  - v. all fences located within Landscape Easements which were installed by the Covenantor or the Home Owners Association;
  - vi. the stormwater management facilities located on Lots 134, 135B and 135C as shown on the Final Plat; and
  - vii. any property owned or leased by the Home Owners Association.
- e. to provide for a general fund to enable the Home Owners Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment;
  - f. to enforce any lien for non-payment of any assessment;
  - g. to take any action necessary to effectuate the purposes of this Declaration.

Section 5. Board of Directors. The affairs in the Home Owners Association shall be managed by a Board of Directors.

The initial control and management of the Home Owners Association shall be entrusted to an initial Board of Directors which shall consist of three directors. Said Initial Board of Directors shall be selected by the Covenantor and the Members need not be Owners of Lots in Penncross Knoll. The Initial Board of Directors shall hold office until a membership meeting to be held on the first Tuesday in October of the year following the completion and occupancy of Dwelling Units on eighty-five percent of the total number of Lots in the Development Tract.

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Said meeting, hereinafter being known as the Annual Membership Meeting, may be held at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than twenty days prior to the date fixed for said rescheduled meeting. Prior to the completion and occupancy of the Dwelling Units on eighty-five percent of the total number of Lots in the Development Tract, the Initial Board of Directors reserves the right to transfer control and management of the Home Owners Association to the second Board of Directors at any time it so decides irrespective of the criteria set forth in this paragraph.

When the Initial Board of Directors shall cease to hold office as specified herein, there shall be a meeting of the Members of the Home Owners Association for the purpose of electing a second Board of Directors. Said Board of Directors shall consist of five directors who shall hold office for two-year terms. However, in the Initial Member-elected Board of Directors, three of the five directors receiving the highest number of votes shall hold office for two years and the remaining directors shall hold office for one year only.

The By-Laws of the Home Owners Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal, and method of operation of the Board.

There shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the Annual Membership Meeting to be held on the first Tuesday of October of each year or at such other reasonable time or date not more than thirty days before or after said dates as may be designated by written notice of the Board of Directors delivered to the membership no less than twenty days prior to the date fixed for said rescheduled

meeting. Cumulative voting shall not apply in the election of the directors. Each Lot shall have the number of votes as specified in Article IV, Section 3 herein.

The Board of Directors shall have the power to fill any vacancy that may occur in their own number or in any office of the Home Owners Association. The directors or officers so appointed shall serve for the unexpired term of the director replaced.

If any director fails to attend at least fifty percent of the meetings of the Board in any fiscal year, the Board may in its sole discretion declare the office vacant.

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

A majority of the Board of Directors shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board of Directors. If a quorum is not present, a lesser number may reschedule the meeting to another date.

The officers of the Home Owners Association shall be president, vice president, secretary, and treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board of Directors subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board of Directors and may be removed by the



majority of the directors at any regular meeting or any special meeting called for that purpose. The Board of Directors may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Home Owners Association.

The Members of the Board (including the Initial Board of Directors and the subsequent Member-elected Boards of Directors) and the officers of the Home Owners Association shall not be liable to the Home Owners Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Home Owners Association shall indemnify and hold harmless the Members of the Board and the officers thereof against all contractual liability to others rising out of contracts made by them, unless such contracts shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration. The liability of any Owner shall be limited to an amount determined by dividing the total liability by the total number of Owners subject to the terms of this Declaration. All contracts and agreements entered into by the Board or officers shall be deemed executed by said parties as the case may be as agent for the Owners or the Home Owners Association.

In the event of any disagreement between the Board and any Member of the Home Owners Association (i) relating to the maintenance, repair, or replacement of improvements within the landscape easements, stormwater management easements or entrance monuments or (ii) any questions or interpretation or application of the provisions of this Declaration or the By-Laws of the Home Owners Association, the determination thereof by the Board shall be final and binding on each and all such Members of the Home Owners Association.

Section 6. Meetings. The initial meeting of the voting Members of the Home Owners Association shall be held as specified in Article IV, Section 5 herein. The Covenantor or the Initial Board of Directors shall notify the Members of said initial meeting at least ten days prior to the date of the meeting. Thereafter, there shall be an Annual Membership Meeting of the voting Members on the first Tuesday in October or at such other reasonable time or date no more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than twenty days prior to the date fixed for said meeting. The purpose of the initial Annual Membership Meeting and all subsequent Annual Membership Meetings shall be to elect directors and to conduct Association business. Special meetings of the voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting Members, or for any other reasonable purpose. Said meetings may be called by the President, the Board of Directors, or the voting Members having, in the aggregate, not less than ten percent of the total votes of the Home Owners Association. Special meetings shall be held as provided in the Home Owners Association By-Laws.

The presence in person or by written proxy at any meeting of the voting Members having twenty percent of the total votes of the Home Owners Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Home Owners Association, any action may be taken at any meeting of the voting Members at which a quorum is present upon the affirmative vote of the voting Members having a majority of the total votes present at such meeting.

Section 7. Loan and Encumbrances. The Home Owners Association through the Board of Directors may not obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval by the majority of the total votes of the Home Owners Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of not less than twenty percent of the total membership shall constitute a quorum. However, said loan or encumbrance must be approved by not less than fifty percent of the total membership of the Home Owners Association. This provision shall not restrict the power of the Board or the Home Owners Association to contract for goods or services in the ordinary course of the Association's operations.

This provision may not be amended except by approval of not less than fifty percent of the total membership of the Home Owners Association present either in person or by written proxy at a meeting called for this purpose, all in accordance with Article XI of this Declaration.

Section 8. Rules and Regulations. The Board of Directors shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Development Tract, subject to the terms of this Declaration.

## ARTICLE V

### MAINTENANCE ASSESSMENTS FOR PENNCROSS KNOLL

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot in Penncross Knoll, by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document or conveyance, shall be deemed to covenant and agree to pay to the Home Owners Association regular assessments of

charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Home Owners Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Development Tract and for any purpose of the Home Owners Association as specified in this Declaration or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the Members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the Members in the ratio that the number of Lots owned by such Member bears to the total number of Lots in the Development Tract as the same is constituted from time to time.

Section 3. Regular Assessments. The Home Owners Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Home Owners Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board of Directors of the Home Owners Association shall determine the amount of the assessment against each Lot, including any vacant Lot, but excluding Lots 134, 135B, 135C and 136 as shown on the Final Plat, for each assessment year. The assessment shall be allocated equally against all Lots in Penncross Knoll (i.e., Lots 1-133 inclusive but excluding Lots 134, 135B, 135C and 136 as shown on the Final Plat). The Board of Directors shall notify in writing each Member of the Home Owners Association of the amount of the assessment against the Members's Lot no later than February 1 of each calendar year. On or before April 1 of the ensuing calendar year, or otherwise as provided by the Board of Directors, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Home Owners Association the annual assessment.

On or before April 1 of each calendar year, the Board shall supply all Members with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus allocations to reserves. Any amount accumulated in excess of the amount of required expenses and allocations to reserves shall be either: (i) deposited in the reserve fund or (ii) refunded to each Owner according to each Owner's share of the total assessment or (iii) remain in the operating account or (iv) distributed in a combination of (i), (ii) and/or (iii); the Board of Directors in its sole discretion shall make said election. If there is a net shortage in excess of five percent of the actual expenses plus budgeted allocations to reserves for the prior year, then said net shortage shall be billed to each Owner according to each Owner's share of the total assessments and same shall be payable within thirty days of billing. If there is a net shortage of

less than five percent of the actual expenses plus budgeted allocations to reserves for the prior year, then said net shortage shall be included in the budget for the next fiscal year. The Board of Directors shall prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Home Owners Association and shall be open to inspection by any Owner.

The Home Owners Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer or managing agent of the Home Owners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Change in Basis of Regular Assessments. The Board of Directors of the Home Owners Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board of Directors at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Section 6. Special Assessment for Maintenance Expenses. In addition to the regular assessments authorized by Section 3 hereof, the Home Owners Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any taxes or unexpected repair or replacement of any of the vegetation or grass in Landscape Easements or improvements on the stormwater management easement areas, provided that any such assessments shall be approved by a majority of the Board of Directors, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.



Any special assessment shall be allocated equally against all Lots in Penncross Knoll (i.e., Lots 1-133 inclusive but excluding Lots 134, 135B, 135C and 136 as shown on the Final Plat).

Section 7. Special Assessment for Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, the Home Owners Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of any fencing within Landscape Easements installed by either the Covenantor or the Association, any entrance monuments, or other facilities for Penncross Knoll, provided that any such assessment shall be approved by a majority of the total votes of the Home Owners Association present in person or by written proxy at a membership meeting called for this purpose.

The presence in person or by written proxy at said meeting of twenty percent of the total membership shall constitute a quorum. However, said assessment must be approved by a majority vote of Members in attendance either in person or by written proxy but by not less than twenty percent of the total membership of the Home Owners Association.

This provision may not be amended unless fifty percent of the total membership of the Home Owners Association, present either in person or by written proxy, approves such amendment at a meeting called for this purpose, all in accordance with Article XI of this Declaration.

The special assessment shall be allocated equally against all Lots in Penncross Knoll (i.e., Lots 1-133 inclusive but excluding Lots 134, 135B, 135C and 136 as shown on the Final Plat).

Section 8. Reserve and Contingency Fund. The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Upon the conveyance of title to a Lot to the first purchaser of a house on said Lot, the grantee thereof shall pay to the Home Owners Association the sum of \$100.00 which shall be deposited in the reserve and contingency fund; said payment is not in lieu of any annual assessment and is not refundable to the purchaser upon sale of said Lot. The Board shall have the right to annually budget an amount to be allocated to the reserve and contingency fund; said amount to be determined at the sole discretion of the Board. The Board may also transfer excess annual operating funds to the reserve and contingency fund.

Section 9. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and reasonable costs of collection including reasonable attorneys' fees, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon the property in the hands of the then Owner, his grantees, heirs, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless (i) expressly assumed by them or (ii) said successors in title fail to require the then Owner to provide an assessment letter from the Association at the time of conveyance. If title to a Lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all



beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record Owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan on the Lot.

If the assessment is not paid when due, a delinquency fee/late fee shall be charged to defray the costs and expenses of processing and attempting to collect said assessment. The delinquency fee/late fee shall be calculated at ten percent of the total cost of the assessment and shall be charged for each thirty day period, or any fraction thereof, that said assessment remains unpaid. The assessment and the delinquency fee shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of the State of Illinois and the Home Owners Association may bring an action at law against the Owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all reasonable costs of preparing and filing the complaint and maintaining and concluding such action, including the reasonable cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all reasonable costs of the action. The venue for all legal action shall be in Will County, Illinois. The persons in possession shall be authorized to accept the summons for the Owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Home Owners Association, the trustee shall furnish the Home Owners Association with a

certified copy of the trust agreement so that the Home Owners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 10. Continuing Obligation. The failure or delay of the Board of Directors to prepare or serve notice of the annual or adjusted assessment on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessments herein described, including the maintenance costs and necessary allocations to reserves for the Home Owners Association as herein provided, whenever the same shall be determined, and in the absence of notice of the annual or adjusted assessment, each Owner shall continue to pay the assessment at the then existing rate established for the previous period until such annual or adjusted assessment shall have been mailed or delivered.

Section 11. Accounting. The Board shall keep full and correct books of account of receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Development Tract and any other expenses incurred. Such records and the vouchers authorizing the payment therefor shall be available for inspection by any Owner or any representative of any Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or any other charges due and owing from such Owner.

Section 12. Non-Escape from Obligation. No Owner may waive or otherwise escape liability for the assessments provided for herein for any reason.

Section 13. Subordination of the Lien to the Mortgage. The lien for the assessments provided for herein shall be subordinated by the Home Owners Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon the Lot for the purpose of purchasing the Lot provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The Owner agrees upon accepting title that the lien of the assessments shall be prior to the homestead right of the Owners since it runs with the land and is in existence before commencement of ownership interests.

## ARTICLE VI

### MAINTENANCE AND REPAIR

Section 1. Responsibility of Owners. Each Owner of a Lot in the Development Tract shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own Lot and adjoining parkways, except for those portions of Lots which are to be maintained by the Home Owners Association in accordance with Section 2 below, and shall keep same in good condition. Said maintenance shall include snow removal on sidewalks, lawn maintenance and weed control.

Within sixty days of issuance of a certificate of occupancy for a Dwelling Unit by the City of Naperville, the Owner shall (i) sod the entire Lot and landscape the Lot with

shrubby or (ii) have entered into a contract with a professional licensed landscaping contractor to sod the entire Lot and to landscape the Lot with shrubbery. If the certificate of occupancy is issued between November 1 and May 1, then the time for sodding and landscaping the Lot shall be extended to June 1.

If a Lot is vacant or a Dwelling Unit is under construction, it shall be the responsibility of the Owner of each Lot to have the Lot graded level and mowed so that the weeds and grass do not exceed a height of six inches. The Lot shall be kept clean and free of all debris and garbage.

Section 2. Responsibility of Home Owners Association. The Home Owners Association shall be responsible for the maintenance, repair, and replacement of the property as specified in Article IV, Section 4d of this Declaration.

Section 3. Liability for Damage to Property. Each property Owner in Penncross Knoll shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Home Owners Association is responsible to maintain in the Development Tract rendered necessary by his act, neglect, or carelessness or by that of any Member of his family or his guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

Section 4. Maintenance of Stormwater Management Facilities. If the Home Owners Association fails to maintain the storm water management facilities located on Lots 134, 135B and 135C as shown on the Final Plat, the City of Naperville shall have the right, but not the obligation, to enter said property to perform maintenance, repair, construction or reconstruction necessary to maintain storm water storage or flow on said Lots. The Owners of the Lots created

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by the Final Plat shall be jointly and severally liable for all costs, plus an additional ten percent, incurred by the City in performing said work and any reasonable attorney's fees, including the costs of in-house counsel, connected with such costs.

Section 5. Maintenance of Landscape Easements. The Owners of Lots on which exist Landscape Easements shall permit the Home Owners Association, through its designated Members, employees, or agents, to come upon their Lots within said easements or any public utility and drainage easements. Further, said Owners may not prune, remove, or otherwise alter the vegetation, grass or grading within said Landscape Easements without written approval of the Home Owners Association. No fence shall be erected, installed or maintained nor shall any landscaping materials be planted, installed or maintained in any Landscape Easement without the written approval of the Home Owners Association. No signs of any type whatsoever, including "For Sale" signs, shall be permitted in said easements. No residential driveways shall be located within the Landscape Easements.

The Home Owners Association shall pay for the cost of replacing or repairing any sidewalks in rights-of-way adjacent to Landscape Easements if the Owners of the property adjacent thereto are assessed for the replacement or repair by the City of Naperville.

Section 6. Private Streets. The street pavement improvements within Penncross Knoll are shown to be located within a private, separate Lot on the Final Plat (i.e., Lot 136) and, shall for a period of time remain private streets, not within publicly dedicated rights-of-way. Said private streets shall be maintained at the sole cost of the Covenantor, including snow removal, sweeping and street lighting maintenance. Said private streets shall be maintained at a level of service which is, in the option of the City Engineer of the City of Naperville, greater than or

equal to that provided by the City of Naperville for public streets within the City. If the Covenantor fails to maintain said private streets, then upon twenty-four hour notice (one hour notice for snowplowing and ice salting) to the Covenantor or the Association, the City of Naperville may perform said maintenance and the Covenantor or the Association shall reimburse the City of Naperville one hundred fifty percent of the cost of the maintenance performed. The City of Naperville shall have the right to enforce any and all City ordinances on private streets. Not later than three years after recording of the Final Plat, the Covenantor shall submit a Plat of Dedication dedicating the private street lots as public rights-of-way. The City shall accept said Plats of Dedication within thirty days of submittal provided the private streets are in a condition acceptable to the City.

Section 7. Sidewalks. If prior to the construction of a Dwelling Unit on a Lot, the City of Naperville requires the installation of a public sidewalk within the right-of-way adjacent to said Lot, then the Lot Owner shall install same at the Owner's sole cost.

**ARTICLE VII**

**ARCHITECTURAL STANDARDS AND USE RESTRICTIONS  
FOR DWELLING UNITS**

Section 1. Minimum Square Footage and Dimensions of Dwelling Units. All Dwelling Units constructed in the Development Tract shall provide, at a minimum, the following area of above-ground finished living quarters and side-to-side dimensions:

- a. Minimum Square Footage:
  - i. one-story dwelling units: 2,100 square feet
  - ii. two-story dwelling units: 2,900 square feet

- b. Minimum Side-to-Side Dimensions: 55 feet.

At the sole discretion of the Covenantor, the Covenantor may approve deviations from these minimum requirements and same shall not constitute a violation of these provisions.

This Section may only be amended by the Covenantor. The Home Owners Association shall not amend this provision regarding the minimum square footage of Dwelling Units.

Section 2. Architectural and Construction Standards for Dwelling Units.

- a. Siding Materials:

All Dwelling Units in Penncross Knoll shall be constructed of the following materials and shall meet one of the following criteria:

- i. Not less than fifty percent of the front elevation of the Dwelling Unit shall be masonry, including brick and stone but excluding concrete block, split face block or similar material or stucco.
- ii. One hundred percent of the front elevation of the Dwelling Unit may be stucco or similar materials such as "Drivit" provided that all elevations (front, both sides, rear) are entirely stucco or "Drivit."
- iii. One hundred percent of the front elevation of the Dwelling Unit may be cedar siding if all elevations (front, both sides, rear) are entirely cedar siding.

Siding, where allowed based upon the above criteria, may be cedar, aluminum or vinyl. No oriented strand board siding is allowed. Siding colors shall be restricted to whites, grays, beiges and earth tones only.

- b. Roofing Materials:

All roofing materials on Dwelling Units in Penncross Knoll shall consist of cedar shakes, concrete tiles or similar materials, or "three-dimensional architectural" asphalt or fiberglass shingles with a minimum weight of 300 pounds and a minimum thirty year warranty. Standard asphalt and fiberglass shingles and metal roofs shall not be allowed.

c. Driveway Materials:

All driveways in Penncross Knoll shall be constructed of poured concrete, bomanite, brick, modular pavers or asphalt. No driveways consisting of stone, screenings or other "loose" materials shall be allowed.

d. Driveway Location:

Driveways in Penncross Knoll may only be installed leading from the closest street to the garage doors. No driveway or apron may be installed, except for circular driveways, which does not lead to a garage door. No portion of a driveway shall be closer than three feet to a side property line.

e. Garages:

All Dwelling Units in Penncross Knoll shall provide at a minimum a two-car attached garage. For front-load garages, the garage shall be a maximum of three-car. No detached garages shall be permitted.

Section 3. Accessory Buildings. No accessory buildings or structures shall be constructed, installed or maintained on any Lot in Penncross Knoll, except that gazebos and pool houses shall be permitted anywhere on the Lot in accordance with the ordinances of the appropriate governmental authority. The architectural plans and location for any gazebo or pool house must be approved by the Board of Director of the Association prior to the commencement of construction thereof.

Section 4. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose. No pet kennels or pet runs of any type shall be kept or maintained on any of the Lot and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the Lot except inside the Dwelling Units or garages.



Household pets shall not be allowed unattended outside the Dwelling Unit if said pet is a nuisance to surrounding Owners or the neighborhood. If a pet is taken off of the Owner's property, the pet must be on a leash. Animals shall not be allowed to run loose. Owners of household pets shall clean up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. Owners in Penncross Knoll shall be likewise responsible for and subject to these provisions for the household pets of their guests.

Section 5. Antennae and Satellite Dishes. Exterior television antennae, radio antennae, and satellite dishes of any type whatsoever may be erected, installed, or maintained, temporarily or permanently, on any Lot in Penncross Knoll subject to location restrictions established by the Association and the ordinances and regulations of the appropriate governmental authorities.

Section 6. Condition of Property. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the Lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages on each of the Lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 7. Fences. No fence shall be erected, installed, or maintained which exceeds a height of five feet. This provision shall not apply to fences which enclose swimming pools if the appropriate governmental authority requires a fence of greater height. Any fence shall comply with the ordinances of the appropriate governmental authority, except as limited by this Section, and all required permits shall be obtained prior to installation of any fence.

No cyclone or stockade fences shall be permitted within the Development Tract.

No fence shall be erected, installed, or maintained within a front yard or corner side yard setback from a private or publicly dedicated road right-of-way.

The provisions of this Section 7 shall not apply to any fence constructed by the Covenantor. There will not be any restrictions regarding said fences.

Section 8. Home Occupations. All single-family Lots in Penncross Knoll may be used primarily for residential purposes. An Owner may conduct his or her occupation in the residence provided that the following conditions are met:

- i. no signs shall be permitted; and
- ii. all ordinances and regulations of the appropriate governmental authority shall be complied with.

Section 9. Recreational Vehicles. Camping trailers, boats, tractors, trucks, motorcycles, mobile homes, snowmobiles, personal water craft, trailers or other vehicles of any type whatsoever shall be not stored, permanently or temporarily, on any Lot in Penncross Knoll, except in an enclosed garage. Notwithstanding the foregoing, camping trailers, boats and mobile homes may be parked for loading/unloading purposes; said vehicles may be parked for a maximum of seventy-two (72) hours within a seven (7) day period.

Section 10. Signs. No commercial signs of any kind shall be erected or displayed in Penncross Knoll, except "For Sale" signs shall be permitted in accordance with the ordinances of the appropriate governmental authority. This section shall not apply to the Covenantor or to signs approved by the Covenantor.

Section 11. Swimming Pools. In-ground swimming pools may be erected, installed, or maintained on any Lot in Penncross Knoll. No above-ground pools shall be allowed.

Section 12. Trucks. All trucks with commercial lettering and all trucks with Class C or higher license plates shall not be parked, stored, or left unattended, permanently or temporarily, on any Lots in Penncross Knoll, except in an enclosed garage or other enclosed structure.

Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the Owner of the Lot.

Section 13. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be conducted on any Lot or in any structure nor shall anything be done therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents within Penncross Knoll.

No Owner or Occupant shall operate or permit the operation of any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

Section 14. Application of Government Regulations. All structures to be erected shall comply with all government regulations, including zoning and building codes, unless said non-compliance is approved by the appropriate governmental authority.

### ARTICLE VIII

#### COVENANTOR'S RESERVED RIGHTS

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, conditions, reservations, easements, charges, and liens created under

this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

Section 2. General Rights. The Covenantor shall have the right to execute all documents or undertake any actions affecting the Development Tract which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to maintain its sales facilities on the Development Tract without payment of any rent or other fee or charge therefor during the construction and sales period for Penncross Knoll. The Covenantor shall also have the right to erect and maintain any and all signs in connection with the development of the Development Tract and the advertising of Lots for sale within Penncross Knoll which the Covenantor determines in its sole opinion are either desirable or necessary for the development of Penncross Knoll.

The Covenantor shall have the right to amend this Declaration in whole or in part without complying with Article XI of this Declaration. This right shall cease upon the election of the Initial Member-elected Board of Directors.

**ARTICLE IX**

**EASEMENTS**

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, or other public utility services shall be granted as shown on the Final Plat.

Further, any additional easements for such purposes may be granted by the Covenantor and/or the Board of Directors at any time for the purpose of obtaining such utility services.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

Section 2. Landscape Easements. Easements for the planting and maintenance of landscaping shall be granted as shown on the Final Plat. Said easements are granted to the Home Owners Association. The provisions of this Declaration concerning rights, violations, enforcement and severability are hereby made a part of the foregoing provisions relating to perpetual Landscape Easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

**ARTICLE X**

**RIGHTS OF MORTGAGE HOLDERS**

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a mortgage lien of record on any Lot which is subject to the terms hereof.

Section 1. Notice. The Home Owners Association shall, if so requested by any

mortgagee of record of a Lot, give written notification as follows:

- a. notice of any default of the Owner of any Lot which is the subject of such mortgage, if such default is not cured within thirty days after its occurrence;
- b. five days prior written notice of any annual or special meeting of the Home Owners Association. The mortgagee may designate a representative to attend any such meeting;
- c. notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the Development Tract, the assessments or collection thereof, or any other matter affecting the Development Tract as governed by the terms of this Declaration. Such notice shall be given at least ten days prior to the submission of same for approval by the Members of the Home Owners Association.

The request by a mortgagee for any or all of the above notices may be submitted to the Home Owners Association via the Board of Directors and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the property is terminated, whichever shall be first in time.

Section 2. Claims for Assessments. Any mortgagee of record who takes title to a Lot or comes into possession of a Lot pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a prorata share of such assessments and charges if the Board shall elect to reallocate same among all the Lots.

Section 3. Books and Records. Any mortgagee of record of a Lot shall have the right, upon twenty-four hours notice, to examine any and all books and records of the Home Owners Association at any time during normal business hours, and shall be entitled to receive, at its

request, a copy of any and all annual financial statements within ten days from the date of such request or the date of preparation of such statement, as the case may be.

**ARTICLE XI**

**AMENDMENTS**

Section 1. Amendments. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board of Directors. Said change, modification, or rescission shall be approved by not less than thirty percent of the total membership of the Association unless a higher percentage for certain amendments is required by specific provisions of this Declaration. There shall be a membership meeting called for the purpose of discussing the proposed change, modification, or rescission and the voting may be either in person or by written proxy.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Will County, Illinois.

Section 3. Rights of Covenantor. No amendment which shall adversely affect the rights of the Covenantor (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without the Covenantor's express written consent thereto.

**ARTICLE XII****GENERAL PROVISIONS**

**Section 1. Duration.** The covenants, restrictions, conditions, reservation, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the Owners of Lots and beneficiaries or trusts holding title to Lots in Penncross Knoll full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Home Owners Association, or the Owner of any Lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by both (i) the then Owners of sixty-six percent of the Lots in Penncross Knoll and (ii) the then Owners of fifty percent of the Lots in Penncross Knoll on which Landscape Easements are located has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least ninety days in advance of any action taken.

**Section 2. Notices.** Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either (i) sent by mail with postage prepaid to the last known address of the person or entity who appears as the Owner on the records of the Home Owners Association at the time of such mailing or (ii)



personally delivered to the last known address of the person or entity who appears as the Owner on the records of the Home Owners Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions for the Covenantor to permit the erection or maintenance of model homes anywhere within the Development Tract. However, model homes may be maintained only for a period of not more than one year after the completion and occupancy of ninety-five percent of the total number of Dwelling Units to be constructed in the Development Tract. No model home may be erected or maintained unless approved by the Covenantor.

Section 4. Leasing of Residence. If any Owner shall lease his Dwelling Unit, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee. The Owner shall remain bound by all obligations set forth in this Declaration.

Section 5. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (i) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and (ii) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve

such easements and rights to the respective grantees, mortgagees, and trustees of such Owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

Section 7. Covenant to Abide by this Declaration. The Covenantor covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 8. Covenant in Event of Dissolution of the Home Owners Association. In the event the Home Owners Association is dissolved, the Owners of Lots in Penncross Knoll agree that all provisions contained herein regarding maintenance, repair, and replacement in the Development Tract shall still apply and that those provisions of this Declaration shall be in full force and effect. Prior to the dissolution of the Home Owners Association, provisions shall be made as to how the responsibilities and obligations of the Association shall be handled by the Owners of Lots in Penncross Knoll.

Section 9. Property Ownership in Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or

indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such Lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or a lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 10. Termination of Restriction. No action by the Home Owners Association or an Owner, whether by amendment or otherwise, shall be effective to remove the Development Tract (once subjected by recording to the terms hereof) from the terms and conditions of this Declaration, without the express written consent of a majority of all of the institutional holders of the mortgage liens records against the Lots, which consent shall not be unreasonably withheld.

Section 11. Fines. The Board of Directors of the Association shall have the right to establish and levy fines against an Owner for an infraction of any (i) rule or regulation promulgated by the Association or Board, (ii) requirement set forth in this Declaration, or (iii) provisions set forth in the By-Laws of the Association.

Section 12. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and restrictions. All reasonable

costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any judgment or decree shall so provide for payment of these reasonable costs. Failure by the Covenantor, the Home Owners Association, or any Owner of a Lot in Penncross Knoll to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

The Covenantor reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist. If an Owner of a Lot in Penncross Knoll fails to pay any fee, charge or fine imposed by the Board of Directors or the Association, then same may be considered as an additional assessment applicable to said Lot and enforced against said Lot as provided in Article V herein.

Section 13. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.



EXHIBIT A

LEGAL DESCRIPTION OF THE DEVELOPMENT TRACT

LOTS 1-133 (INCLUSIVE) OF PENNCROSS KNOLL BEING A SUBDIVISION IN PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2001 AS DOCUMENT NO. R2001-006972, IN WILL COUNTY, ILLINOIS.

Permanent Parcel Number: 01-09-100-003



# FINAL SUBMISSION PLAN FOR PENNGROSS KNOLL

**SECTION 1: INTRODUCTION**

The City of Harrisburg, Pennsylvania, is pleased to announce the final submission plan for the Penngross Knoll project. This plan outlines the proposed development and the various conditions and requirements that must be met for the project to proceed.

The project is located on a 10-acre site in the City of Harrisburg, Pennsylvania. The site is currently zoned for residential use. The proposed development consists of a residential subdivision with 20 lots, each approximately 1/2 acre in size. The subdivision will include a street, sidewalks, and utility lines.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 2: ZONING**

The project is located in the City of Harrisburg, Pennsylvania, which is zoned for residential use. The proposed development is consistent with the zoning regulations of the City of Harrisburg, Pennsylvania.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 3: UTILITIES**

The project is located on a site that is currently served by the City of Harrisburg, Pennsylvania, water and sewer utilities. The proposed development will require the installation of water and sewer lines to serve the new lots.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 4: ENVIRONMENTAL**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a stormwater management system to prevent flooding and erosion on the site.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 5: TRAFFIC**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a traffic signal at the intersection of the new street and the existing street to ensure the safe movement of traffic.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 6: COMMUNITY IMPROVEMENTS**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a park and playground area to provide recreational opportunities for the residents of the new subdivision.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 7: CONCLUSION**

The City of Harrisburg, Pennsylvania, is pleased to announce the final submission plan for the Penngross Knoll project. This plan outlines the proposed development and the various conditions and requirements that must be met for the project to proceed.

**SECTION 8: ZONING**

The project is located in the City of Harrisburg, Pennsylvania, which is zoned for residential use. The proposed development is consistent with the zoning regulations of the City of Harrisburg, Pennsylvania.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 9: UTILITIES**

The project is located on a site that is currently served by the City of Harrisburg, Pennsylvania, water and sewer utilities. The proposed development will require the installation of water and sewer lines to serve the new lots.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 10: ENVIRONMENTAL**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a stormwater management system to prevent flooding and erosion on the site.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 11: TRAFFIC**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a traffic signal at the intersection of the new street and the existing street to ensure the safe movement of traffic.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 12: COMMUNITY IMPROVEMENTS**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a park and playground area to provide recreational opportunities for the residents of the new subdivision.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 13: CONCLUSION**

The City of Harrisburg, Pennsylvania, is pleased to announce the final submission plan for the Penngross Knoll project. This plan outlines the proposed development and the various conditions and requirements that must be met for the project to proceed.

**SECTION 14: ZONING**

The project is located in the City of Harrisburg, Pennsylvania, which is zoned for residential use. The proposed development is consistent with the zoning regulations of the City of Harrisburg, Pennsylvania.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 15: UTILITIES**

The project is located on a site that is currently served by the City of Harrisburg, Pennsylvania, water and sewer utilities. The proposed development will require the installation of water and sewer lines to serve the new lots.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 16: ENVIRONMENTAL**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a stormwater management system to prevent flooding and erosion on the site.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 17: TRAFFIC**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a traffic signal at the intersection of the new street and the existing street to ensure the safe movement of traffic.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 18: COMMUNITY IMPROVEMENTS**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a park and playground area to provide recreational opportunities for the residents of the new subdivision.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 19: CONCLUSION**

The City of Harrisburg, Pennsylvania, is pleased to announce the final submission plan for the Penngross Knoll project. This plan outlines the proposed development and the various conditions and requirements that must be met for the project to proceed.

**SECTION 20: ZONING**

The project is located in the City of Harrisburg, Pennsylvania, which is zoned for residential use. The proposed development is consistent with the zoning regulations of the City of Harrisburg, Pennsylvania.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 21: UTILITIES**

The project is located on a site that is currently served by the City of Harrisburg, Pennsylvania, water and sewer utilities. The proposed development will require the installation of water and sewer lines to serve the new lots.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 22: ENVIRONMENTAL**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a stormwater management system to prevent flooding and erosion on the site.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**SECTION 23: TRAFFIC**

The project is located on a site that is currently undeveloped. The proposed development will require the installation of a traffic signal at the intersection of the new street and the existing street to ensure the safe movement of traffic.

The following sections describe the various conditions and requirements that must be met for the project to proceed:

**TECH CONSULTANTS, INC.**  
ENGINEERS / SURVEYORS

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SHEET No. 2 of 2 JOB No. 95022

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EXHIBIT C

LEGAL DESCRIPTION OF THE DEVELOPMENT TRACT

LOT 135A OF PENNCROSS KNOLL BEING A SUBDIVISION IN PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 19, 2001 AS DOCUMENT NO. R2001-006972, IN WILL COUNTY, ILLINOIS.

Permanent Parcel Number: 01-09-100-003

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