

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

RIVERSIDE TOWNES  
A RESIDENTIAL COMMUNITY

RECORDING NUMBER OF ORIGINAL DECLARATION: R95 - 081174

MAIL TO:

PREPARED BY:

Dave Hyland  
Riverside Townes Townhouse Assoc.  
P. O. Box 2921  
Joliet, Illinois 60434

Dave Hyland  
751 Bradley Ave.  
Matteson, Illinois 60443

REASON FOR RERECORDING:

Changes to page 18, Article 10, Section 10, Leases of Parcels

LEGAL DESCRIPTION:

Lots 1 to 67 (both inclusive) in Riverside Townes at Ole Caton Farm Unit 1, a Planned Unit Development, being a Subdivision in the North East 1/4 and in the North West 1/4 of Section 34, Township 36 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois.

LOTS 68 TO 135 (BOTH INCLUSIVE) IN RIVERSIDE TOWNES AT OLE CATON FARM UNIT 2, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

LOTS 136 TO 200 (BOTH INCLUSIVE) IN RIVERSIDE TOWNES AT OLE CATON FARM UNIT 3, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

Outlots A and B in Riverside Townes at Ole Caton Farm Unit 1, a Planned Unit Development, being a Subdivision in the North East 1/4 and in the North West 1/4 of Section 34, Township 36 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois.

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS

FOR

RIVERSIDE TOWNES  
A RESIDENTIAL COMMUNITY

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THIS DECLARATION made this 18th day of October, 1995, by FIRST MIDWEST TRUST COMPANY, N.A., as Trustee and not personally, under Trust Agreement dated March 20, 1991 and known as Trust No. 5589 (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner or has an interest in certain Property in the County of Will, State of Illinois, which is more particularly described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the said Property shall be conveyed, by Declarant, subject to certain protective easements, restrictions, covenants, conditions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, the Declarant hereby declares that all of the Property described in said Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, conditions, reservations, liens and charges which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the described Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE ONE  
DEFINITIONS

SECTION 1. "ASSOCIATION" shall mean and refer to RIVERSIDE TOWNES HOMEOWNERS ASSOCIATION, an Illinois not-for-profit corporation, its successors and assigns.

SECTION 2. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot or Parcel which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**MAIL TO:**

THIS INSTRUMENT WAS PREPARED BY:  
JOHN H. BARCELONA  
136 Shore Drive  
Burr Ridge, Illinois 60521

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SECTION 3. "PROPERTY" shall mean and refer to that certain real property hereinbefore described on Exhibit "A" and any Additional Property which may be annexed pursuant to Article Sixteen herein.

SECTION 4. "COMMON AREA" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is set forth on Exhibit "B".

SECTION 5. "LOT" OR "PARCEL" for the purposes of this Declaration shall mean and refer to any plot of land shown upon any Plat of Subdivision or Survey of the Property (with the exception of the Common Area) and upon which one individual detached Townhome residence is constructed or is to be constructed.

SECTION 6. "DWELLING" OR "RESIDENCE" shall mean the detached Townhome and attached garage located upon one of the Lots and intended for the shelter and housing of a single family.

SECTION 7. "COMMITTEE" shall mean the Architectural Review Committee.

SECTION 8. "MEMBER" shall mean and refer to every person or entity who holds a membership in the Association.

SECTION 9. "VOTING MEMBER" shall mean and refer to a member of the Association who is entitled to cast a vote for the individual Lot or Parcel.

SECTION 10. "DECLARANT" shall mean and refer to FIRST MIDWEST TRUST COMPANY, N.A., not personally but as Trustee under Trust Agreement dated March 20, 1991, and known as Trust Number 5589, its successors and assigns if such successors and assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

SECTION 11. "ADDITIONAL PROPERTY" shall mean and refer to all or any portion of the property described in Exhibit "C" which may be subjected to the provisions of this Declaration pursuant to the provisions of Article Sixteen herein.

SECTION 12. "PLAT OF SUBDIVISION" shall mean the plat of Unit 1 of the Property, recorded with the Recorder of Deeds of Will County, Illinois on May 26, 1995 as Document Number R95-035348, and any subsequent Plats of Subdivision of any remaining Property.

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ARTICLE TWO  
MEMBERSHIP IN THE ASSOCIATION

SECTION 1. Incorporation of Association. Declarant will cause to be incorporated prior to conveyance of the first Lot to an Owner other than Declarant the RIVERSIDE TOWNES HOMEOWNERS ASSOCIATION. Said corporation shall be an Illinois not-for-profit corporation.

SECTION 2. Membership. Every person or entity, including the Declarant, who is a record owner of a fee or an undivided fee interest in any Lot which is subject to this RIVERSIDE TOWNES DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, including contract sellers, shall be a member of the Association and each purchaser of any Lot by acceptance of a deed therefore covenants and agrees to be a member of the Association whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. For each Lot owned, the Owner thereof shall be entitled to one (1) membership. Membership shall be appurtenant to and may not be separated from the fee ownership of any Lot. Ownership of such Lot shall be the sole qualification for membership. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

SECTION 3. Transfer. Membership held by any Owner of a Lot is an appurtenance to such Lot and shall not be transferred, alienated, or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the Purchaser of such Lot. Any attempt to make a transfer except by the sale or encumbrance of a Lot is void. Reference to the transfer of membership need not be made in an instrument of conveyance or encumbrance of such Lot for the transfer to be effective, and the same shall automatically pass with title to the Lot.

ARTICLE THREE  
VOTING RIGHTS IN THE ASSOCIATION

The Association shall have two (2) classes of voting membership:  
Class A: Class A Members shall be all those Owners as defined in Article Three with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Article Two. When more than one person holds such interest in any Lot, all such persons shall be Members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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Class B: The Class B Member shall be the Declarant. The Class B Member (or its beneficiary in the case where Declarant is a land trust) shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article Two, provided that the Class B membership shall cease and be converted to a Class A membership on the happening of any of the following events, whichever occurs earliest:

(A) Three (3) years from the date of recording this Declaration of Covenants, Conditions and Restrictions.

(B) 120 days after which seventy-five percent (75%) of the Lots which have been submitted to this Declaration shall have been conveyed by Declarant to Owners.

(C) The date on which Declarant voluntarily withdraws as the Class B Member by executing and registering with the Recorder of Deeds of Will County, Illinois, a written declaration of intent to withdraw, which shall become effective in the manner specified in such declaration of intent.

Anything contained in the Articles of Incorporation or the By-Laws of the Association notwithstanding, so long as Declarant is a Class B Member, it shall have the absolute right to appoint and remove any member of the Board of Directors and/or Officers of the Association.

#### ARTICLE FOUR PROPERTY RIGHTS

SECTION 1. Members' Easements of Enjoyment. Every Member shall have a right and easement for ingress and egress over and across and of use and enjoyment in and to the Common Area and such easements shall be appurtenant to and shall pass with the title to every Lot. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said Lots as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents. Said right of easement for ingress and egress over and across and of enjoyment in and to the Common Area shall be subject to the following provisions:

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(A) The right of the Association, in accordance with Article Eighteen, to borrow money for the purposes of improving or reconstructing the Common Area facilities thereof and in aid thereof to mortgage said Common Area (or a portion thereof).

(B) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and for a period not to exceed thirty (30) days for any single infraction of the published rules and regulations of the Association provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(C) The right of the Association to declare or grant easements and licenses (subject to the reservation by Declarant as set forth in Article 7, Section 1-4 inclusive hereof and as granted to the owners by Article 7, Section 5) and to dedicate or transfer all or any part of the Common Area to any public agency, authority, or public or private utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been recorded, signed by the Association and authorized by the assent of at least sixty-seven percent (67%) or more of the votes of each class of Members present in person or by proxy and entitled to vote at a meeting duly called for this purpose at which a quorum is present, written notice of which is mailed to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting.

(D) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area.

(E) The right of Declarant (its beneficiaries if Declarant is a land trust), and its agents or designees or the developers of other tracts within the area described on Exhibit "A" (and their respective sales agents and representatives) to (1) non-exclusive use of the Common Area in connection with the sale or rental of Residences within such tracts; (2) the use of any improved Residence on any of the Lots as a model or sales office until the last such Lot in the Property is improved with a Residence and conveyed to a third party purchaser; (3) to place signs on any Lot which has not been conveyed to a Purchaser or any portion of the Common Area, advertising for the sale of Residences in the Riverside Townes Development; and (4) to create temporary parking areas or lots on any portion of the common area to be used by the Declarant for parking for its customers and for the sale of its residences in the Riverside Townes Development.

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(F) Such other rights as are reserved or created by this Declaration.

SECTION 2. Delegation of Use. Any Member may delegate in accordance with the By-Laws of the Association, his right of enjoyment of the Common Area to the members of his family, his tenants or contract purchasers who reside on the property.

SECTION 3. Title to the Common Area. The Declarant hereby covenants for itself, its heirs and assigns, that it will convey fee simple title to the Common Area to the Association free and clear of all encumbrances and liens, immediately after the conveyance by Declarant of the Lot improved with a Residence to an Owner which represents 75% of the parcels in the Property subject to:

- (A) Covenants, conditions and restrictions then of record;
- (B) The terms of this Declaration;
- (C) Public zoning ordinances;
- (D) Any easements of access, ingress or egress to any municipal body within whose boundaries the Subject Property is located;
- (E) Current real estates taxes, not yet due and payable (for which Declarant shall pay or make arrangements to pay its pro-rata share;
- (F) Utility easements granted or to be granted for sewer, water, gas, electricity, telephone and any other necessary utilities.
- (G) Any easements which may exist or be created for the placement of concrete patios for any of the end units.
- (H) Any easements which may be created herein for the placement of signs designating the name of the subdivision as RIVERSIDE TOWNES.

SECTION 4. Waiver of Use. No member may exempt himself from personal liability for assessments duly levied by the Association nor release the Lot owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area or by abandonment of his Lot.

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ARTICLE FIVE  
COVENANTS FOR ASSESSMENTS

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant (subject to the provisions set forth in Sections Seven and Eight of this Article Five) for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor or possession thereof, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to personally and individually covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such annual and special assessments to be fixed, established and collected from time to time as hereinafter provided and (3) reserve assessments as set forth in Section 11 of this Article Five. The annual, special and reserve assessments, together with interest thereon, attorney's fees and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment (and deficiency contributions, in the case of Declarant), together with such interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment falls due. The personal obligation shall pass to his successors in title accepting a deed to or assignment of beneficial interest in any trust holding title to said Lot except where the conveyance is a deed in lieu of foreclosure where the recording of said deed shall extinguish the obligation and lien for payment of any delinquent assessments.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and enjoyment of its Members, and in this connection, for the maintenance and improvement of Residences, Common Area and facilities thereon, and the landscaping of the Residences and to provide funds for the Association to carry on its duties set forth herein or in its Articles of Incorporation and By-Laws.

SECTION 3. Basis and Maximum of Annual Assessments. Until January 1, 1996, the maximum annual assessment shall be \$720.00 per year per Lot (and if collected monthly, at the rate of \$60.00 per month).

(A) From and after January 1, 1996, the maximum annual assessment may be increased effective January 1st of each year by the Board of Directors of the Association (at any meeting of the Board of Directors duly convened at least thirty (30) days prior to said January effective date) without a vote of the membership provided that any such increase shall not be greater than twenty-five percent (25%).

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(B) From and after January 1, 1996, the maximum annual assessment may be increased for any year by the Board of Directors of the Association at any time, over the maximum annual assessment permitted in Subsection 3(A), without the vote of the membership if the same is necessary to pay the cost of any increases in real estate taxes for the Common Area over the prior year.

(C) From and after January 1, 1996, the maximum annual assessment may be increased for the coming assessment year only for all succeeding assessment years effective January 1st of each year by the Board of Directors at any meeting of the Board of Directors (duly convened at least thirty (30) days prior to said January 1st effective date) in an amount greater than provided in Subsection (A) or (B) hereof for the coming assessment year provided that any such change shall have the assent of the majority of the votes of each class of Members voting in person or by proxy, at a meeting duly called for such purpose, at which a quorum is present, written notice of which will be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting, setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

(D) After consideration of current maintenance costs and future needs of the Association, the Board of Directors may fix regular annual assessments in lesser amounts than the maximum annual assessments, but such action shall not limit or prohibit the Board from fixing assessments for any year(s) following on the basis of increases in the maximum annual assessment permitted hereunder rather than the actual assessments so fixed.

SECTION 4. Reasonable Reserves. The Association shall establish and maintain from the annual assessments collected hereunder reasonable reserves for the costs of the maintenance, repair and replacement of the Residences and the Common Areas which are the obligation of the Association hereunder.

SECTION 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that and succeeding years for the purpose of defraying in full or in part the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of at least sixty-seven percent (67%) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this

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purpose, at which a quorum is present, written notice of which shall be sent to all Members not less than five (5) days nor more than forty (40) days in advance of the meeting setting forth the purpose of the meeting. Unless the special assessment specifies that it shall be applicable to a specified number of years, it shall be applicable only to the year enacted.

SECTION 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots, and may be collected on a monthly basis or such other basis as set by the Board of Directors.

SECTION 7. Assessments for Parcels Owned by Declarant. Prior to the completion of construction (issuance of an occupancy certificate by the City of Joliet) of a Residence on any Lot, and while said Lot is still owned by the Declarant, such Lot shall be exempt from assessments.

SECTION 8. Deficiency Contributions. For every calendar year during which Declarant remains a Class B Member of the Association, Declarant shall contribute to the Association all funds in excess of the budgeted assessments which shall be necessary to defray the costs properly paid or incurred by it for the purposes for which annual assessments may be collected, all without limitation to the maximum amounts provided under Section 3. Declarant's contribution for the calendar year during which Declarant's Class B Membership terminates shall be prorated to the date of such termination.

For purposes hereof, the establishment of reserves pursuant to Section 4 of this Article Five does not constitute the payment or incurring of costs by the Association and Declarant's deficiency contribution shall not be required to be applied to the establishment of reserves.

SECTION 9. Date of Commencement of Annual Assessments, Due Dates. The annual assessments provided for herein shall commence for any Lot within the Property on the day of the conveyance of the first Lot in the Property or such phase and shall be prorated for the month of said conveyance. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of the annual assessment shall be sent to every Owner subject thereto.

The due dates when said annual assessments are due and payable shall be established by the Board of Directors.

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SECTION 10. Certificate of Payment. The Association shall, upon demand, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified Lot have been paid and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Said certificates shall be conclusive evidence that any assessment therein stated to have been paid has in fact been paid. No charge shall be made for issuing from time to time said certificates to the Declarant on Lots then owned by Declarant.

SECTION 11. Working Capital Reserve. The Declarant, at the time of conveyance of each individual Lot to an Owner, reserves the right to collect as a working capital reserve for the Association, an amount equal to two times the regular monthly assessment then in existence at the time of conveyance. Said reserve shall remain the property of the Association and shall not be refunded to an Owner upon sale of his Residence. Said payment may be transferred between Owners.

**ARTICLE SIX**  
**EFFECT OF NON PAYMENT OF ASSESSMENTS,**  
**REMEDIES OF ASSOCIATION**

SECTION 1. Delinquency. Any assessment provided for in this Declaration which is not paid when due shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner (other than a title holding Land Trustee) to pay a "late charge" in a sum to be determined by the Association and applied uniformly but not less than \$45.00. Any references herein to charges against an Owner shall not refer to a charge against a title holding Land Trustee. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessments shall bear interest from the date of delinquency at the highest rate permitted by Illinois law, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing a Complaint and such action and reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosures against such owner for the collection of such delinquent assessments.

SECTION 2. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or trust deed. Sale or transfer of any Lot

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shall not affect the assessment lien. However, the transfer of any Lot pursuant to the foreclosure of a mortgage or trust deed or any proceeding or deed in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer. No sale or transfer other than in foreclosure or pursuant to a deed in lieu of foreclosure shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

**ARTICLE SEVEN  
EASEMENTS**

**SECTION 1. Utility Easements.** The Declarant hereby reserves unto itself, its successors, assigns and designees, the right to create, declare and grant over, above, under and across the Common Areas non-exclusive perpetual utility easements for the installation, construction, improvement or removal or reconstruction, replacement, substitution, and maintenance of sewer (storm and sanitary) water, gas, electricity, master television antenna and transmission systems, cable television, telephone and any other easements as may be necessary in the Declarant's sole judgment to develop, service and maintain the Property. The aforesaid easement shall include reasonable rights of ingress and egress.

**SECTION 2. Reservation of Easements for Declarant's Benefit.** Anything contained in this Declaration to the contrary notwithstanding, the Declarant hereby reserves for itself, its agents, employees, contractors, subcontractors, workmen, materialmen, invitees and successors, an easement under, over and across the Common Area for the purposes of constructing, completing, repairing, maintaining, inspecting, exhibiting and selling any Lot or Residence then owned by the Declarant.

**SECTION 3. Reservation of Easements for Benefit of Municipality.** Declarant, up until the time that 75% of the Lots in the Property or Additional Property have been conveyed, reserves the right to grant to any municipal body in whose boundaries the Property or Additional Property is located, an easement, for access, ingress or egress to the property.

**SECTION 4. Encroachments and Overhangs.** Since some of the individual townhouses may be aesthetically and functionally designed with structures that encroach and/or overhang (above, beneath, and/or grade level) adjoining parcels, the owners of each parcel hereby take title subject to a perpetual easement for any such overhang and/or encroachment, which easement shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion thereof. In the event of a fire or other casualty that results in a total or partial destruction of a townhouse or a

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building, each townhouse is entitled to be repaired or rebuilt in such a fashion to permit these overhangs or encroachments to be re-established.

SECTION 5. Easement for Repair and Replacement. Since the townhomes are a zero lot line concept, one side of the townhome has been built up to the edge of the lot line with 6' feet of vacant property being located next to said wall of the townhome but being owned by the adjacent owner. A perpetual easement is hereby created over said adjacent 6' foot parcel for purposes of inspection, maintenance, repair and/or replacement of all or a portion of said wall of said townhouse. In the event of a fire or other casualty that results in a total or partial destruction of a townhouse or a building, each townhouse shall be rebuilt and an easement shall exist in said adjoining 6' foot area for purposes of construction or repair provided said 6' foot area shall be restored to the condition it was in prior to commencement of any construction, maintenance or repair at the cost of the adjacent townhome owner.

SECTION 6. Easements for Patios. Some of the end unit townhouses may elect to have a patio installed at a future date. Said patio will encroach into the Common Area due to the location of the windows for said end unit facing the Common Area. A perpetual easement for said patio is hereby granted to the Owner or subsequent Owners of said townhouses up to a maximum of 4-1/2' feet in width and 18' feet in length. The location of said patio must conform to the provisions of ARTICLE NINE, SECTION 1 (A) below. Said easement shall include the reasonable right of access thereto for inspection, maintenance, repair and/or replacement of all or a portion of said patio subsequent to the restoration of any portion of the Common Area to its original condition at the expense of said townhouse Owner.

**ARTICLE EIGHT**  
**ARCHITECTURAL COMMITTEE**

No building, fence, patio, deck, swimming pools, outdoor whirlpools or spas shall be erected, placed or altered on any Lot within the Property described herein (except as are installed or approved by the Declarant in connection with the initial construction of the dwellings and other improvements on Lots) until the building plans, specifications and plot plan showing the location and proposed erection, placement or alteration of any such building, fence, patio or deck have been approved in writing as to conformity of external design and harmony with existing structures in the Property and as to location with respect to topography and finished ground elevation, by an Architectural Committee which shall consist of three (3) members designated and replaced from time to time by the Declarant. With

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regard to patios or decks, no patio or deck may be located less than seven (7') feet from the front of any residence exclusive of the front porch. No patio or deck can extend further to the rear of any residence than the beginning of the garage as viewed from the front of the residence. Said patio or deck may not be more than four and one-half (4-1/2') feet in width and eighteen (18') feet in length. This requirement shall also apply to new siding, gutters, soffit or fascia on the exterior of any Residence, the placing of a new roof on any Residence or the painting of any part of the exterior of the townhome where a color change is planned. The committee shall notify an applicant of such approval of its action within thirty (30) days after said building plans and specifications and plot plan have been submitted to the committee; or, in the event no suit to enjoin the erection, placement or alteration of such building, fence, patio or deck has been commenced prior to the completion thereof, such approval will not be required, and this covenant shall be deemed to have been fully complied with. No member of such committee, nor its designated representative, shall be entitled to any compensation for such services performed pursuant to this covenant. The powers and duties of Declarant to designate and replace such committee shall cease at the time the last Lot of the Property is developed with a Residence and is sold to a third party purchaser. Thereafter, such powers and duties shall be vested in the Board of Directors of the Association or in a committee duly appointed by such Board of Directors.

**ARTICLE NINE  
MAINTENANCE**

**SECTION 1. (A) Association's Maintenance Obligations.** The Association shall be responsible for the maintenance and cost thereof of Outlots "A" and "B" as shown on the plat of Riverside Townes Unit 1 and any other Outlots shown on the plats of other subdivisions which contain any portion of the Additional Property within the Riverside Townes development which contain Common Area. The Declarant may convey Outlot "A" to the Plainfield Township Park District for a Riverwalk Park and in which case the maintenance of said Outlot A shall be assumed by said Park District. This maintenance shall include but not be limited to the repair or replacement of all improvements installed on any of the above Outlots, the cost of fencing installed by the Declarant and any entry signs to the Riverside Townes development. Maintenance of the landscaping shall include cutting of grass, trimming of trees and shrubbery and fertilizing of grass and shrubbery located in the Common Area or on an individual lot. This responsibility shall commence on the date the first Lot is conveyed to an Owner and shall be done at the discretion of and in the sole judgment of the Association as a result of natural or ordinary wear and deterioration.

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In the event that the need for maintenance or repair of any of the above items is caused through the willful or negligent act of any Owner, his family, guests or invitees, then the cost of such maintenance and repairs shall be added to and become a part of the assessment to which Owner's Lot is subject.

(B) The Association shall also be responsible for the maintenance, painting, repair or replacement of all exterior walls, including the foundations thereof, including, but not limited to driveways, parking areas, sidewalks, roofs, exterior downspouts, fencing and landscaping which the Developer installs and all auto courtyards located on the Property. Maintenance of the landscaping shall include cutting of grass, trimming of shrubbery and fertilizing of grass and shrubbery. Maintenance of the auto courtyards shall include but not be limited to repair and replacement of the asphalt surfaces, seal coating, and snow removal. Snow removal shall also be performed on the guest parking areas, the sidewalks and the service walks up to the front porch of the townhouse. This responsibility shall commence on the date the first Parcel is conveyed to an Owner and shall be done in the discretion of the Association as a result of natural or ordinary wear and deterioration.

In the event that the need for maintenance or repair of any of the above items is caused through the willful or negligent act of any Owner, his family, guests or invitees, then the cost of such maintenance and repairs shall be added to and come a part of the assessment to which Owner's Parcel is subject.

**SECTION 2. Owner's Maintenance Obligations.** Each Owner shall keep his Lot and the exterior of his Residence in a clean, sightly and healthful condition, including windows, glass surfaces, porch, deck or patio areas and other improvements installed by an Owner. In the event an Owner fails or refuses to do so, the Association, at its sole option and upon ten (10) days notice, may elect to enter the Lot and perform such obligations and the cost of such maintenance shall be added to and become a part of the assessment to which such Lot is subject.

**ARTICLE TEN  
USE RESTRICTIONS**

**SECTION 1. Residential Use.** The Property is hereby restricted to residential dwellings and ancillary uses and buildings in connection therewith. All buildings or structures erected on the Property shall be of new construction and no buildings or structures shall be moved from other locations to the Property and no subsequent buildings or structures other than Detached Townhome residences shall be built on any Lot where the Declarant has theretofore constructed a Detached Townhome Residence. No building or structure of a temporary

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character, trailer, tent, shack, barn, or other outbuilding shall be placed on or used on any Lot at any time except that the Declarant may maintain a sales or construction trailer on the Property until construction of all the Detached Townhome Residences have been completed.

SECTION 2. Temporary Buildings.

(A) No temporary house, camper, habitable motor vehicles, tent, stand, shack, barn, 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, either as a dwelling or otherwise and either temporarily or permanently and no dwelling erected on any lot shall be occupied in any manner at any time prior to its full completion in accordance with approved plans submitted to the Committee. For the purpose of this Declaration, tennis courts, swimming pools and their appurtenances shall not be considered outbuildings or structures falling within this subparagraph.

(B) No junk automobiles, dilapidated or disabled vehicles of any kind or any vehicles without current license plates shall be maintained, stored, or parked on any of the Lots, parking areas, auto courtyards, driveways or streets unless housed or garaged completely in a structure which complies with this Declaration, so as to fully screen them from the view from the streets and the neighboring yards. Pick-up trucks must be garaged on each Lot and not left in parking areas. NO VEHICLES OF ANY KIND MAY BE PARKED IN THE AUTO COURTYARDS AT ANYTIME.

SECTION 3. Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot except for dogs, cats or other domestic animals kept solely as household pets.

SECTION 4. Commercial Activities, Nuisances. No advertising signs, billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any Lot, nor shall any Lot be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the Property except that no more than one (1) "For Sale" sign or "For Rent" sign of not more than 5 square feet shall be maintained on any Lot. No commercial activities of any kind whatsoever shall be conducted in any Residence or any portion of the Property except activities intended primarily to service residents in the Property. This shall not apply to maintenance by a resident of his personal library or a person performing his personal work in his residence providing his business is not being operated from said Residence. The foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, of the Declarant or its designees during the construction and sales period or by the Association in furtherance of its powers and

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purposes set forth hereinafter and in its Articles of Incorporation, By-Laws and Rules and Regulations, as the same may be amended from time to time. The Declarant and its successors and assigns shall have the right to rent any or all Residences constructed on any Lot.

**SECTION 5. Screening Trash Removal.** All clothes lines, equipment, garbage cans, and storage piles shall be screened by adequate planting or other means so as to conceal them as much as possible from view of neighboring Lots and streets. All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. The foregoing restrictions shall not apply to the activities of Declarant, its designees and those working for or on behalf of Declarant during the construction and sales period.

**SECTION 6. Changes or Improvements.** Awnings and other additions, changes or improvements to any building, changes in the colors of exterior building surfaces or any part thereof (including roofs, siding, doors, windows or trim or the installation of any fencing) will be allowed only with the approval of the Architectural Committee referred to herein.

**SECTION 7. Derricks, etc.** No derrick or other structure designed for use in boring, mining, or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Lot in the Property, provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining and operating upon any Lot owned by it within the Property, a well, housing and equipment for the purpose of extracting from the surface and/or the treatment, storage and distribution of water through the system of such public utility.

**SECTION 8. Radio, TV Antennae.** No radio or television receiving or transmitting antennae or external apparatus including so called satellite dishes shall be installed on any Lot. This shall not apply to the initial television antenna installation by Declarant or Owner as part of the initial construction of a Residence. These antennas may be installed in the attic of the Residence or on the roof of the Residence. If installed on the roof, an amplified five (5) foot mast with a two (2) foot tripod shall be installed which shall not have a total height of more than six (6) feet above the roof and with an overall width not to exceed 108 inches.

**SECTION 9. Maintenance of Easement Areas.** Easements for installation and maintenance of the utilities, sewer pipelines and facilities and drainage facilities over each of said Lots and all pipelines and other facilities located and to be located in said easements are reserved as shown on the registered Plat of Subdivision or as created in accordance with this Declaration of Covenants,

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ARTICLE TEN  
USE RESTRICTIONS

SECTION 10. Leases of Parcels. Once an Assessment Parcel (lot) has been conveyed to a bona fide purchaser, the bona fide purchaser, and any subsequent owner of the Assessment Parcel (lot), shall be prohibited from renting or leasing the Assessment Parcel (Residence on the lot). If said bona fide purchaser or any subsequent owner, should attempt to sell the Assessment Parcel (lot) and be unsuccessful in those efforts for a period of six (6) months or more, then said bona fide purchaser, or subsequent owner, will be permitted to rent or lease the Assessment Parcel (Residence on the lot) for a period not to exceed one (1) year. Such rental option will be available to any Assessment Parcel owner only once during a continuous period of ownership. All Assessment Parcels (lots) which have leases in existence at the time that this amendment is adopted may continue to be leased until the Assessment Parcel (lot) owner sells the Assessment Parcel (lot). The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and Bylaws, of the owner making such lease and any rules and regulations issued in connection herewith and the failure of the lessee to comply therewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Owner making such lease shall not be relieved thereby from any said obligations.

Conditions and Restrictions or any amendments hereof. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement areas shown on the Plat of Subdivision of Unit 1 and any subsequent Plats of Subdivision as being parts of the Lots shall be maintained continuously by the Owner of said lot or Lots except for those improvements for which a public authority or a private or public utility company is responsible.

~~SECTION 10. Leases of Parcels. Any Owner may lease the Residence on his Lot, but no lease may be for a period of less than six (6) months. This provision shall not apply to the Declarant who may lease a Lot or Residence thereon for any length of time. All leases must be made expressly subject to the terms of this Declaration.~~

SECTION 11. Campers, Etc. No Owner, tenant of an Owner or person residing on any Lot, may park a camper, recreational vehicle, vehicles with commercial names affixed thereto, truck or commercial vehicle outdoors in a parking area. No Owner may ever park any of the above named vehicles on any Lot or any portion of the Common Area or in any auto courtyard.

**ARTICLE ELEVEN  
RECONSTRUCTION**

Each Owner, their successors and assigns, hereby covenants and agrees to maintain his Lot and his Residence constructed thereon in a neat and proper condition and to perform all necessary repairs except where the Association is required to maintain and repair. Each Owner further covenants and agrees to promptly restore, rebuild or replace all or any portion of the Owner's Residence and sidewalks and appurtenances thereto, located on the Owner's Lot when destroyed or damaged by any cause and each Owner further covenants that to secure this covenant said Owners will maintain casualty insurance covering said Lot and Residence with good and sufficient companies in a minimum amount equal to the replacement cost of said premises.

**ARTICLE TWELVE  
AVAILABILITY OF RECORDS**

Any Owner or first mortgagee of any Lot shall be entitled, upon reasonable request, to receive for inspection from the Association current copies of the Declaration, Articles of Incorporation, By-Laws, records and financial statements of the Association. Furthermore, any holder of 51% or more of all of the mortgages given on the Lots or

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Property and any phases annexed thereto, shall be entitled to receive from the Association, without cost, a copy of the Association's financial statement for the preceding year.

**ARTICLE THIRTEEN  
INSURANCE**

Section 1. Association's Insurance Obligations. The Association shall be responsible for maintaining general liability insurance on the Common Areas. The cost of said insurance shall be included in the annual budget of the Association. The Board of Directors of the Association may vote to secure directors and officers liability insurance and if so, the cost of same shall be included in the annual budget of the Association. This coverage shall include any standing committees of the Board of Directors.

Section 2. Owner's Insurance Obligations. Each Owner shall be responsible for procuring homeowner's insurance to include general liability for his Residence on his Lot. The cost of this insurance shall be paid directly by each Owner and shall not be an expense of the Association.

**ARTICLE FOURTEEN  
GENERAL PROVISIONS**

SECTION 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration or any rules and regulations of the Board which may subsequently be adopted. Any costs incurred by the Association in said enforcement shall be paid by the party who breached the provisions of this Declaration or any rules and regulations of the Board which may subsequently be adopted. These costs shall include, but shall not be limited to, court costs and reasonable attorney fees. Each defaulting Owner, for himself, his heirs, successors and assigns, covenants that he will pay the Association (or its collecting agent) said amount on demand as if it were a regular monthly assessment. It may also be paid in such periodic payments as may be determined by the Board of Directors; and that said assessment, if not paid on the date when due, shall become delinquent, shall become a continuing lien on the Lot and the personal obligation of the Owner and shall be subject to collection enforceability, foreclosure and remedies of the Association in the manner set forth in Article Six hereof for other assessments by the Association. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien or any mortgage or trust deed made in good faith and for value as to said

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Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any Owner of said property whose title thereto is acquired for foreclosure, trustee's sale or otherwise.

SECTION 2. Reservation of Rights for Governmental Bodies. The Declarant reserves unto the City of Joliet, Illinois and unto other applicable governmental agencies, bodies and districts perpetual non-exclusive rights of ingress and egress over and across the Common Areas for the purpose of enforcing the laws, rules and regulations and ordinances applicable to the Property and the inhabitants thereof, and further for the purpose of safeguarding and protecting the Property and the inhabitants thereof.

SECTION 3. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

SECTION 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, ten (10) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than sixty-seven percent (67%) of the Lot Owners, provided, however, that so long as Declarant is a Class B Member, Declarant must join in such instrument. Any such amendment that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of mortgagees holding at least sixty-seven percent (67%) of the outstanding mortgages on the Property and any phases annexed thereto. Notwithstanding the foregoing, in the event the Declarant desires to amend this Declaration: (a) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (b) for the sole purpose of causing the Declaration to comply with form and substance as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of mortgage loans made on Lots in the Property, it may do so by an instrument signed by Declarant without the consent of Owners or mortgagees, but shall give notice of any such amendments to all Owners, FHLMC, FNMA, and all mortgagees of Parcels who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. In

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furtherance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, or Desmond Curran, as Attorney-in-Fact, to so amend the Declaration as provided in this Section 4, and each deed, mortgage or other instrument with respect to a Lot and acceptance thereof shall be deemed a grant and acknowledgment of and a consent to such power to either of said Attorneys-in-Fact. Any amendment must be recorded with the Will County Recorder of Deeds.

**ARTICLE FIFTEEN**  
**ANNEXATION OF ADDITIONAL PROPERTY**

**SECTION 1. Additional Property.** The Declarant for himself and his nominees and assigns, hereby reserves the right and option at any time and from time to time, within a period of seven (7) years after the date of the recording of this Declaration to add-on and annex to the Property, all or any portion of the Additional Property described in Exhibit "C" hereto, which is for the underlying property which may be subdivided into additional lots at a future date, and in connection therewith to record any amendment or amendments to this Declaration (each such instrument being hereinafter referred to as "Amendment to Declaration" which shall set forth the legal description of the additional parcel or parcels within the Additional Property to be annexed to the Property. Upon the recording of each Amendment to this Declaration, the additional Lot or Lots therein described shall be deemed submitted to and governed in all respects by the provisions of this Declaration and shall thereupon become part of the Property. No portion or portions of the Additional Property shall be subject to any of the provisions of this Declaration unless and until an Amendment to this Declaration is recorded annexing such portion or portions to the Property as aforesaid. The Owners shall have no rights whatsoever in or to any portion of the Additional Property, except as said Additional Property shall become a Common Area subject to this Declaration or any amendments thereto. Upon the expiration of the seven (7) year period, no portions of the Additional Property which have not then been made part of or annexed to the Property shall thereafter be annexed to the Property. No portions of the Additional Property must be added to the Property and any portion of the Additional Property may be added to the Property at different times within such seven (7) year period. Except as may be required by applicable laws and ordinances, there shall be no limitations (i) on the order in which portions of the Additional Property may be added to the Property; (ii) fixing the boundaries of such portions; (iii) on the location of improvements which may be made on the Additional Property; or (iv) on the number of Lots which may be created on the Additional Property, structures, improvements, buildings and Residences to be constructed on portions of the Additional Property

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which are added to the Property need not (except to the extent required by applicable laws and ordinances) be compatible with the configuration of the Property in relation to density, use, construction and architectural style.

SECTION 2. Amendments to this Declaration. Each Amendment to this Declaration shall include:

(A) An amendment to the legal description on Exhibit "A" of this Declaration which shall add to the legal description of the Property that portion or portions of the Additional Property annexed to the Property;

(B) An amendment to Exhibit "C" attached hereto which shall subtract from the legal description of the Additional Property those portions of the Additional Property annexed to the Property.

SECTION 3. Binding Effect. Each Owner and each mortgagee, grantee, heir, administrator, executor, legal representative, successor and assign of such Owner, by the Owner's acceptance of any deed or mortgage or other interest in or with respect to any Lot ownership, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Article Sixteen and (ii) the recording of each Amendment to this Declaration.

**ARTICLE SIXTEEN  
BY-LAWS OF ASSOCIATION**

The provisions of the following Articles Eighteen and Nineteen shall constitute the By-Laws of the Association.

**ARTICLE SEVENTEEN  
BOARD OF DIRECTORS**

SECTION 1. In General. The direction and administration of the Property prior to vesting control in the Lot Owners shall be vested in a Board of Directors of the Association which shall consist of three (3) persons who shall be selected and appointed by Declarant. Except for the Directors so designated and selected by Declarant (i) each member of the Board shall be one of the Lot Owners. If a Lot Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the Board so long as such agent or beneficiary is designated by the legal titleholder as its agent, and

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notice given to the Association; and (ii) if a member of the Board fails such qualification during his or her term, such member shall thereupon cease to be a member of the Board and his or her place on the Board shall be deemed vacant.

SECTION 2. Election of Board Members at the Initial Meeting.

At the initial meeting of the Voting Members, the Voting Members shall elect the Board consisting of five (5) members. In all elections for the members of the Board, each Voting Member shall be entitled to vote on a non-cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting of the Voting Members shall serve until the first annual meeting of the Voting Members but in no event shall they serve for a term less than one (1) year or for the term to which they were elected at the initial meeting. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, the three (3) parties receiving the highest number of votes shall be elected for a term of two (2) years and the other parties for a term of one (1) year. The Voting Members having at least two-thirds ( $2/3$ ) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase or decrease the term of office of Board members at any annual or special meeting, provided that (i) such number shall not be less than two (2), (ii) the terms of at least one-third ( $1/3$ ) of the persons on the board shall expire annually and (iii) no Board member or officer shall be elected for a term of more than two (2) years (although Board members or officers may succeed themselves). All candidates for election to the Board or their designated representative, shall have the right to be present at the time of counting the election ballots.

Members of the Board (including without limitation those members designated by Declarant) shall receive no compensation for their services. Vacancies on the Board, including vacancies due to any increase in the number of persons on the Board, shall be filled by a  $2/3$  majority vote of the remaining members thereof, except that a vacant position of the Board last filled by a person appointed by the Declarant shall be filled by a person appointed by the Declarant. Any director elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director he succeeds. Except as otherwise provided in this Declaration or these By-Laws, the Property shall be managed by the Board and the Board shall act by a majority vote of those present at its meetings when a quorum exists. Meetings of the Board shall be held and conducted in accordance with such regulations as the Board may adopt provided, however, that (i) each Lot Owner shall be

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entitled to notice in the same manner as provided in these By-Laws of any meeting of the Board called for the purpose of considering the adoption of the proposed annual budget or any increase or establishment of an assessment, and (ii) the Board shall meet not less than four (4) times each year. A majority of the total number of members on the Board shall constitute a quorum.

SECTION 3. Officers. The Board shall elect from among its members for the term of one (1) year (i) a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and the Association and who shall be designated to mail and receive all notices and execute all amendments hereto on behalf of the Board or the Association as provided herein; (ii) a Secretary who shall keep the minutes of all meetings of the Board and Voting Members and who shall, in general, perform all the duties incident to the office of the Secretary, (iii) a Treasurer to keep the financial records and books of account, and (iv) such additional officers as the Board shall see fit to elect. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of the Board. Any director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of two-third (2/3) of the total membership of the Board at a special meeting thereof.

SECTION 4. Removal. Except for directors designated by Declarant, any Board member may be removed from office at any time after the election of directors at the initial meeting of Voting Members by affirmative vote of the Voting Members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose. A successor to fill the unexpired term of a Board member removed may be elected by the Voting Members at the same meeting, any subsequent annual meeting or any subsequent special meeting called for that purpose.

SECTION 5. Notice to Members of Board Meeting. Written notice stating the place, date and hour of any meeting of the Board shall be delivered to each member of the Board not less than five (5) days prior to the date of such meeting. The purpose for which the meeting is called shall be stated in the notice. The Board shall meet at least four (4) times annually, on the first Mondays of February, May, August and November, and at such other time as the Board deems necessary.

SECTION 6. Notice to Lot Owners. All meetings of the Board, except those specified herein, shall be open to attendance by any Lot Owner and notices of such meetings shall be posted not less than

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forty-eight (48) hours prior to such meeting unless a written waiver of such notice is signed by the Lot Owner entitled to such notice prior to the convening of such meeting.

The Board may exclude Lot Owners and/or members of the Association from a meeting, or portions of meetings held for the following purposes: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; or, (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of rules and regulations of the Association or a Lot Owner's unpaid share of Common Expenses; provided, however, that any vote taken on those matters shall be taken at a meeting or portion thereof open to any Lot Owner.

SECTION 7. Delivery of Documents by Declarant. Within sixty (60) days following the election of a majority of members of the Board other than those members designated by Declarant, the Declarant shall deliver to the Board the following:

(A) All original documents pertaining to the Property and its administration, such as this Declaration, the Articles of Incorporation for the Association, a minute book containing the minutes of any meetings held by the Association and any rules and regulations governing the Property;

(B) A detailed accounting by the Declarant setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the Property;

(C) Any Association funds on hand which shall at all times be segregated from any other funds of the Declarant; and

(D) A schedule of all personal property, equipment and fixtures owned by the Association, including documents such as invoices or bills of sale, if available, evidencing transfer of title to such property.

SECTION 8. General Powers of the Board. The powers and duties of the Board shall include, but shall not be limited to, the following matters:

(A) Operation, care, upkeep, maintenance, replacement and improvements of the Common Area;

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(B) Operation, care, upkeep, maintenance, replacement and improvement of the detached Townhome residences and the landscaping surrounding same and the auto courtyards at the rear of each townhome;

(C) Preparation, adoption and distribution of the annual budget for the Property;

(D) Levying of assessments;

(E) Collection of assessments from Lot Owners;

(F) Employment and dismissal of personnel necessary or advisable for the maintenance and operation of the Common Area;

(G) Obtaining adequate and appropriate kinds of insurance;

(H) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property;

(I) Keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(J) To pay for water, waste removal, other operating expenses, electricity, telephone, and other necessary utility service for the Common Area;

(K) To pay for landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair, and replacement of the Common Area and auto courtyards at the rear of each Townhome and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area;

(L) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of which, in its opinion, shall have the exclusive right and duty to acquire the same for the Common Area;

(M) To pay for any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations or assessments which the Board is required to secure or pay for pursuant to the terms of this Declaration or By-Laws of which in its opinion, shall be necessary or proper for the maintenance and operation of the Property, as a first class development or for the enforcement of the Board's rules and regulations;

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(N) To pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Common Area or any part thereof which first arises after the date of this Declaration and which may in the opinion of the Board constitute a lien against the Common Area rather than merely against the interests therein of particular Lot Owners. Where one or more Lot Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Lot Owners;

(O) All agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by the officer or officers, or agent or agents of, the Board in such manner as from time to time shall be determined by written resolution of the Board. In the absence of designation by the Board, such documents shall be signed by the treasurer and countersigned by the president of the Board;

(P) The Board may adopt such reasonable rules and regulations which are not inconsistent with this Declaration and which the Board deems advisable for the maintenance, administration, management, operation, use, conservation, and beautification of the Common Area, and for the health, comfort safety, and general welfare of the Lot Owners and Occupants. Written notice of rules and regulations shall be given to all Lot Owners and Occupants, and all Lot Owners and Occupants shall at all times be subject to and comply with, and the entire Property shall at all times be maintained subject to, such rules and regulations;

(Q) The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board and the Board may retain the services of an accountant and attorney as required for association business;

(R) Nothing contained herein shall be construed to give the Board, the Association or the Lot Owners authority to conduct an active business for profit on behalf of all the Lot Owners or any of them; and

(S) Upon authorization by the affirmative vote of not less than a majority of the Voting Members at a meeting duly called for such purposes, the Board, acting on behalf of all Lot Owners, shall have the power to seek relief from, or in connection with, the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or

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assessing body, which are authorized by law to be assessed and levied on real property and to charge and collect all expenses incurred in connection therewith as Common Expenses.

**ARTICLE EIGHTEEN  
MEMBERS  
(LOT OWNER)**

**SECTION 1. Voting Rights.** There shall be one person with respect to each Lot Ownership entitled to vote at any meeting of the Lot Owners. Such Voting Member shall be the Lot Owner or some person (who need not be a Lot Owner) designated by the Lot Owner to act as proxy on behalf of the Lot Owner. Such designations shall be made in writing to the Board and shall be revocable at any time by annual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Lot Owner. Any or all of the persons included in the ownership of a Lot and their designee, if any, may be present at meetings of the Voting Members, but only the Voting Member of the Lot Ownership may vote or take any other action as a Voting Member either in person or by proxy. Each Lot Owner shall be entitled to one (1) vote. The Declarant shall designate the Voting Member with respect to any Lot Ownership owned by the Declarant.

**SECTION 2. Quorum.** Meetings of the Voting Members shall be held at the Property or at such other place in Joliet, Illinois, as may be designated in any notice of meeting. The presence in person or by proxy at any meeting of the Voting Members having at least a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members having a majority of the total votes represented at such meeting.

**SECTION 3. Initial and Annual Meetings.** The initial meeting of the Voting Members shall be held upon not less than ten (10) or more than thirty (30) days written notice given by the Trustee or Declarant, but in any event, the initial meeting of the Voting Members shall be held not later than sixty (60) days after a conveyance by the Declarant of seventy-five (75%) percent of the Lots or three (3) years after the recording of this Declaration, whichever is earlier. The words "75% of the Lots" as used herein shall mean 75% of the sum of the Lots listed on Exhibit "B" attached hereto plus all of the Lots which Declarant contemplates constructing on the additional Land and adding to the Property pursuant to one or more Amendments to this Declaration. After the initial meeting of the Voting Members, there shall be an annual meeting of the Voting Members on the first Wednesday of November following the initial meeting and on the first Wednesday of each succeeding November thereafter at 7:30 P.M., or at such other

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reasonable time or date as may be designated by written notice of the Board delivered to the Voting Members not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting.

**SECTION 4. Special Meeting.** 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. Special meetings shall be called by written notice, authorized by the president of the Board, a majority of the Board, or by the voting members having 20% of the total votes and delivered not less than ten (10) days or more than thirty (30) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered. Matters to be submitted at special meetings of the Voting Members shall first be submitted to the Board at least ten (10) days prior to the special meeting, who shall then submit the matters to the Voting Members.

**SECTION 5. Notices of Meetings.** Notices of meetings required to be given under this Declaration may be delivered either personally or by mail to the person entitled to vote, addressed to each person at the address given by such person to the Board for the purpose of service of such notice, or to the Lot or the Lot Owner with respect to which such voting rights appertain.

**SECTION 6. Miscellaneous.** No merger or consolidation of the Association, no sale, lease, exchange, mortgage, pledge, or other disposition of all, or substantially all, of the property and assets of the Association, and no purchase or sale of land or of Lots on behalf of all Lot Owners shall be effectuated unless there is an affirmative vote of two-thirds (2/3) of the votes of Lot Owners, unless a greater percentage is otherwise provided for in this Declaration.

This Declaration is executed by FIRST MIDWEST TRUST COMPANY, N.A., as Trustee as aforesaid, and not personally, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and the FIRST MIDWEST TRUST COMPANY, N.A., hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration, that the FIRST MIDWEST TRUST COMPANY, N.A., as Trustee as aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate under said Trust No. 5589 to the terms of this Declaration; that any and all obligations, duties, covenants and agreements of every nature herein set forth by the FIRST MIDWEST

TRUST COMPANY, N.A., as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 5589, or their successors, and not by the FIRST MIDWEST TRUST COMPANY, N.A., either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind or otherwise to see to the fulfillment or discharge of any obligations, express or implied, arising under the terms of this Agreement, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 5589 and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this paragraph and the remainder of the Declaration on any question or apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said FIRST MIDWEST TRUST COMPANY, N.A., as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its TRUST OFFICER and attested by its TRUST OFFICER, this 18th day of October, 1995.

FIRST MIDWEST TRUST COMPANY, N.A.,  
as Trustee as aforesaid and not  
Individually.

BY: *Rosa Cecas Reyes*  
Its TRUST OFFICER

ATTEST:

BY: *Judith M. Holmes*  
Its TRUST OFFICER

~~30~~  
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STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF WILL )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Rosa Prias Angeles and Judith M. Holmes of the FIRST MIDWEST TRUST COMPANY, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such TRUST OFFICER and TRUST OFFICER, respectively, appearing 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 FIRST MIDWEST TRUST COMPANY, N.A., as Trustee, for the uses and purposes set forth herein; and the said TRUST OFFICER as custodian of the corporate seal of said FIRST MIDWEST TRUST COMPANY, N.A. caused the corporate seal of said FIRST MIDWEST TRUST COMPANY, N.A. to be affixed to said instrument as said her own free and voluntary act of said trust company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18<sup>th</sup> day of October, 1995.

[Signature]  
\_\_\_\_\_  
Notary Public

AFFIX SEAL: 

"OFFICIAL SEAL"  
Gayl L. Schmidt  
Notary Public, State of Illinois  
My Commission Expires 6-4-97

~~76~~  
31





CONSENT AND ADOPTION OF MORTGAGEE  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES  
A RESIDENTIAL COMMUNITY

FIRST MIDWEST BANK/ILLINOIS, N.A., holder of mortgage dated May 21, 1995 and recorded with the Will County Recorder of Deeds on May 26, 1995 as Document Number R95-33663 on property legally described in Exhibit "A" hereto, hereby consents to the execution and recording of the within DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERSIDE TOWNES, a Residential Community, and agrees that said mortgage is subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said FIRST MIDWEST BANK/ILLINOIS, N.A., has caused this instrument to be signed by its duly authorized officers on its behalf, all done at JOLIET, Illinois, on this 13<sup>th</sup> day of OCTOBER, 1995.

FIRST MIDWEST BANK/ILLINOIS, N.A.  
N/A/C FIRST MIDWEST BANK, N.A.

BY: Thomas A. Colgan

Its VICE PRESIDENT

ATTEST:

BY: Denny R. Balle

Its Asst. Vice President

X  
32

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF WILL )

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that THOMAS G. COLLAN and PENNY R. BAKKE, respectively, of FIRST MIDWEST BANK/██████████, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT VICE PRESIDENT, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act of said FIRST MIDWEST BANK/██████████, N.A., for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18<sup>th</sup> day of OCTOBER, 1995.

Dawn M. Wilder  
Notary Public

"OFFICIAL SEAL"  
Dawn M. Wilder  
Notary Public, State of Illinois  
My Commission Expires 6/2/97

✓  
33



EXHIBIT "A"  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES  
A RESIDENTIAL COMMUNITY

---

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1 to 67 (both inclusive) in Riverside Townes at Ole Caton Farm Unit 1, a Planned Unit Development, being a Subdivision in the North East 1/4 and in the North West 1/4 of Section 34, Township 36 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois.

PERMANENT TAX No. 03-34-200-009-0010  
03-~~34~~-200-009-0020

~~33~~  
34

EXHIBIT "B"  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES  
A RESIDENTIAL COMMUNITY

---

LEGAL DESCRIPTION OF THE COMMON AREA

Outlots A and B in Riverside Townes at Ole Caton Farm Unit 1, a Planned Unit Development, being a Subdivision in the North East 1/4 and in the North West 1/4 of Section 34, Township 36 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois.

WILL COUNTY RECORDER

~~34~~  
35

EXHIBIT "C"  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES,  
A RESIDENTIAL COMMUNITY

ADDITIONAL PROPERTY TO BE ANNEXED  
PURSUANT TO ARTICLE FIFTEEN

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34, THENCE SOUTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 1591.69 FEET AS MEASURED (1593.27 FEET DEED); THENCE NORTH 89 DEGREES 00 MINUTES 54 SECONDS WEST, A DISTANCE OF 100.12 TO THE WEST RIGHT OF WAY LINE OF I-55 AS DEDICATED BY DOCUMENT NO'S. 795580 AND 795593 FOR THE PLACE OF BEGINNING, THENCE CONTINUING NORTH 89 DEGREES 00 MINUTES 54 SECONDS WEST, A DISTANCE OF 587.02 FEET TO THE MOST EASTERLY CORNER OF RIVERSIDE AT OLE CATON FARM RIVERWALK PARK PER DOCUMENT NO. R93-0048374; THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY AND NORTHWESTERLY ALONG SAID EAST LINE OF RIVERSIDE AT OLE CATON FARM RIVERWALK PARK THE FOLLOWING FIVE COURSES: 1) THENCE NORTH 29 DEGREES 05 MINUTES 54 SECONDS WEST, A DISTANCE OF 173.35 FEET; 2) THENCE NORTH 89 DEGREES 00 MINUTES 54 SECONDS WEST, A DISTANCE OF 152.91 FEET; 3) THENCE SOUTH 60 DEGREES 54 MINUTES 06 SECONDS WEST, A DISTANCE OF 395.97 FEET; 4) THENCE NORTH 40 DEGREES 19 MINUTES 00 SECONDS WEST, A DISTANCE OF 774.41 FEET; 5) THENCE NORTH 29 DEGREES 10 MINUTES 28 SECONDS WEST, A DISTANCE OF 178.12 FEET TO THE MOST EASTERLY CORNER OF RIVERSIDE AT OLE CATON FARM UNIT 1 PER DOCUMENT NO. R91-199441; THENCE NORTHWESTERLY, SOUTHWESTERLY, AND NORTHWESTERLY ALONG THE EAST LINE OF SAID RIVERSIDE AT OLE CATON FARM UNIT 1 THE FOLLOWING FIVE COURSE: 1) THENCE CONTINUING NORTH 29 DEGREES 10 MINUTES 28 SECONDS WEST, A DISTANCE OF 240.58 FEET; 2) THENCE SOUTH 57 DEGREES 45 MINUTES 41 SECONDS WEST A DISTANCE OF 27.99 FEET; 3) THENCE NORTH 34 DEGREES 16 MINUTES 39 SECONDS WEST, A DISTANCE OF 239.96 FEET; 4) THENCE NORTH 22 DEGREES 05 MINUTES 58 SECONDS WEST, A DISTANCE OF 190.94 FEET; 5) THENCE NORTH 00 DEGREES 13 MINUTES 04 SECONDS WEST, A DISTANCE OF 135.91 FEET TO A LINE 226.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89 DEGREES 01 MINUTES 50 SECONDS EAST ALONG SAID LINE 226.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER, A DISTANCE OF 599.20 FEET; THENCE NORTH 00 DEGREES 50 MINUTES 10 SECONDS EAST, A DISTANCE OF 176.00 FEET TO A LINE 50.00

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36

FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34; THENCE SOUTH 89 DEGREES 01 MINUTES 50 SECONDS EAST ALONG SAID LINE 50.00 SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 34, A DISTANCE OF 779.34 FEET; THENCE SOUTH 00 DEGREES 58 MINUTES 10 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF CATON FARM ROAD AS DEDICATED PER DOCUMENT NO. 795593; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: 1) THENCE SOUTH 86 DEGREES 21 MINUTES 50 SECONDS EAST, A DISTANCE OF 430.60 FEET; 2) THENCE SOUTH 67 DEGREES 13 MINUTES 48 SECONDS EAST, A DISTANCE OF 215.40 FEET; 3) THENCE SOUTH 20 DEGREES 07 MINUTES 49 SECONDS EAST, A DISTANCE OF 217.37 FEET TO SAID WEST RIGHT OF WAY LINE OF I-55 AS DEDICATED BY DOCUMENT NO'S 795580 AND 795593; THENCE SOUTH 00 DEGREES 11 MINUTES 36 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF I-55, A DISTANCE OF 1178.90 FEET TO SAID PLACE OF BEGINNING, ALL IN WILL COUNTY, ILLINOIS.

## EXCEPT

LOTS 1 TO 67 (BOTH INCLUSIVE AND OUTLOTS A AND B) IN RIVERSIDE TOWNES AT OLE CATON FARM UNIT 1, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTH EAST 1/4 AND IN THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

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FIRST MIDWEST TRUST COMPANY, National Association as Trustee as aforesaid,

By: [Signature]  
Trust Officer

Attest: [Signature]  
Trust Officer

STATE OF ILLINOIS,  
SS:  
COUNTY OF WILL

I, the undersigned, a Notary Public in and for said County, in the State aforementioned DO HEREBY CERTIFY that Rosa Arias Angeles, Trust Officer of FIRST MIDWEST TRUST COMPANY, National Association, Joliet, Illinois and Judith M. Holmes, the Attesting Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and the Attesting Trust Officer 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 Trust Company, for the uses and purposes therein set forth; and the said Attesting Trust Officer did also then and there acknowledge that he is custodian of the corporate seal of said Trust Company did affix the said corporate seal of said Trust Company to said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust Company for the uses and purposes therein set forth.

GIVEN under my hand and seal this 9th day of November, A.D. 1996.

[Signature]  
Notary Public.



THIS INSTRUMENT WAS PREPARED BY  
First Midwest Trust Company, N.A.  
121 N. Chicago Street  
Joliet, IL 60432

PROPERTY ADDRESS

Vacant Property  
LAWN FARM RD + FRENCH RD.  
JOLIET, IL

PERMANENT INDEX NUMBER

03-34-200-009-0000 (BOTH PAGES)

AFTER RECORDING  
MAIL THIS INSTRUMENT TO

MAIL TAX BILL TO

THE WOODHILL CORPORATION  
136 SHORE DRIVE  
BURL RIDGE, IL 60521



MAIL TO:  
JOHN H BARCELONA  
136 SHORE DRIVE

2



Exempt under provisions of Paragraph E  
Section 31-45, Property Tax Code.

11/29/06  
Date

[Signature]  
Buyer, Seller, or Representative

WILL COUNTY RECORDER



R96-036407

Mary Ann Stukel  
Will County Recorder  
R 96036407

04/26/96  
08:55  
PC2 Feet 6.00  
Page 1 of 11

FIRST AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS & RESTRICTIONS  
FOR  
RIVERSIDE TOWNS, A RESIDENTIAL COMMUNITY.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

1 of 11



FIRST AMENDMENT TO DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES,  
A RESIDENTIAL COMMUNITY

THIS FIRST AMENDMENT TO DECLARATION made this 22<sup>nd</sup> day of April, 1996 by FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 20, 1991 AND KNOWN AS TRUST NUMBER 5589 AND NOT PERSONALLY (hereinafter referred to as the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has recorded in the Office of the Recorder of Deeds of Will County, Illinois on October 23, 1996 as Document R95-081174 a Declaration of Covenants, Conditions and Restrictions (hereinafter called the "Declaration") by which certain real estate (hereinafter called "Property") was submitted to the provisions of the Declaration; and

WHEREAS, under Article Fifteen of the Declaration, the right is reserved to annex and add certain real estate to the Property described in the Declaration and thereby add to the Riverside Townes residential community; and

WHEREAS, the Trustee is the legal titleholder of record and wishes to annex and add to said Property and thereby submits to the provisions of the Declaration the following real property (hereinafter called the "Additional Property"):

**MAIL TO:**

THIS INSTRUMENT WAS PREPARED BY:  
JOHN H. BARCELONA  
136 Shore Drive  
Burr Ridge, Illinois 60521

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LOTS 68 TO 135 (BOTH INCLUSIVE) IN RIVERSIDE TOWNES AT OLE CATON FARM UNIT 2, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

AND

LOTS 136 TO 200 (BOTH INCLUSIVE) IN RIVERSIDE TOWNES AT OLE CATON FARM UNIT 3, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

which Property is part of the Additional Property described in said Declaration; and

WHEREAS, the additional Property consists of one hundred thirty-three (133) residential lots.

NOW THEREFORE, the Declarant, as legal titleholder of the Additional Property and for the purpose above set forth, hereby declares that the Declaration be, and hereby is, amended as follows:

1. The Additional Property is hereby annexed to the Property as set forth in the Declaration and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. The legal description of the Property referred to in Exhibit "A" of the Declaration is hereby amended to read as set forth in Exhibit "A" attached hereto.
3. Exhibit "B" being the legal description of the common area is hereby amended to read as set forth on Exhibit "B" attached hereto.

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4. Exhibit "C" being the Additional Property to be annexed pursuant to Article Fifteen is hereby amended to read as set forth on Exhibit "C" attached hereto.

5. Each of the Owners and each mortgagee, pursuant to the power set forth in Article Fifteen of the Declaration, hereby consent to this Amendment to the Declaration.

6. Except as expressly set forth herein, the Declaration shall remain in full force and effect in accordance with its terms.

THIS FIRST AMENDMENT TO DECLARATION is executed by the FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee as aforesaid, and not personally, in the exercise of the power and authority conferred upon and vested in it as such Trustee, (and the FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Amendment that the FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee aforesaid, and not personally, has joined in the execution of this Amendment for the sole purpose of subjecting the title-holding interest and the trust estate under said Trust No. 5589 to the terms of this Amendment; that any and all obligations, duties, covenants and agreements of every nature herein set forth by the FIRST MIDWEST TRUST COMPANY, NATIONAL

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ASSOCIATION, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust No. 5589 or their successors, and not by he FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, either personally or as such Trustee, to sequester trust assets, rentals, avails, or proceeds of any kind or otherwise to see to the fulfillment or discharge of any obligations, express or implied, arising under the terms of this Agreement, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust No. 5589 and after the Trustee has first been supplied with funds required for the purpose. In the event of conflict between the terms of this Paragraph and of the remainder of the Declaration on any question or apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said FIRST MIDWEST TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee as aforesaid and not individually, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its Trust Officer and attested by its Trust Officer, on the date first written above.

FIRST MIDWEST TRUST COMPANY, N.A., as Trustee as aforesaid and not individually.

BY: 17.17.11. [Signature]  
Its Trust Officer

ATTEST: [Signature]  
Its Trust Officer

A  
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STATE OF ILLINOIS )  
Will ) SS.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY that Rosa Arias Angeles, its Trust Officer, and Judith M. Holmes, its Trust Officer, of **FIRST MIDWEST TRUST COMPANY, N.A.** who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth; and the said attesting Trust Officer then and there acknowledged that ~~said~~ she as custodian of the corporate seal of said Trustee, did affix the seal of said Trustee to said instrument as ~~said~~ her own free and voluntary act and as the free and voluntary act of said Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23rd day of April, 1996.

*Toni Lee Grey*  
\_\_\_\_\_  
Notary Public



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CONSENT AND ADOPTION OF MORTGAGEE  
TO  
FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES,  
A RESIDENTIAL COMMUNITY

FIRST MIDWEST BANK/ILLINOIS, N.A., holder of mortgage dated May 1, 1995 and recorded with the Will County Recorder of Deeds on May 19, 1995 as Document Number R95-33663 on property legally described in Exhibit "A" hereto, hereby consents to the execution and recording of the within FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERSIDE TOWNES, a Residential Community, and agrees that said mortgage is subject to the provisions of said Declaration.

IN WITNESS WHEREOF, the said FIRST MIDWEST BANK/ILLINOIS, N.A., has caused this instrument to be signed by its duly authorized officers on its behalf, all done at Joliet, Illinois, on this 22 day of April, 1996.

FIRST MIDWEST BANK/ILLINOIS, N.A.  
aka FIRST MIDWEST BANK, N.A.

BY: Thomas G. Colgan  
Its VICE PRESIDENT

ATTEST: James J. West  
Its Vice President

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF WILL    )

I, the undersigned, a Notary Public in and for said county and state aforesaid, DO HEREBY CERTIFY that Thomas G. Colgan and James J. West, respectively, of FIRST MIDWEST BANK/ILLINOIS, N.A., personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act of said FIRST MIDWEST BANK/ILLINOIS, N.A. for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22<sup>nd</sup> day of April, 1996.

Gail Perkins  
Notary Public



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EXHIBIT "A"  
TO  
FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES,  
A RESIDENTIAL COMMUNITY

---

LEGAL DESCRIPTION OF THE PROPERTY

LOTS 68 TO 135 (BOTH INCLUSIVE) IN RIVERSIDE TOWNES AT  
OLE CATON FARM UNIT 2, A PLANNED UNIT DEVELOPMENT, BEING  
A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP  
36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN WILL COUNTY, ILLINOIS.

AND

LOTS 136 TO 200 (BOTH INCLUSIVE) IN RIVERSIDE TOWNES AT  
OLE CATON FARM UNIT 3, A PLANNED UNIT DEVELOPMENT, BEING  
A SUBDIVISION IN THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP  
36 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN,  
IN WILL COUNTY, ILLINOIS.

PIN: 03-34-200-009

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EXHIBIT "B"  
TO  
FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES,  
A RESIDENTIAL COMMUNITY

---

LEGAL DESCRIPTION OF THE COMMON AREA

OUTLOT A IN RIVERSIDE TOWNES AT OLE CATON FARM UNIT 2, A  
PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE NORTH  
EAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9, EAST  
OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

AND

OUTLOTS A AND B IN RIVERSIDE TOWNES AT OLE CATON FARM UNIT  
3, A PLANNED UNIT DEVELOPMENT, BEING A SUBDIVISION IN THE  
NORTH EAST 1/4 OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY,  
ILLINOIS.

8

9

EXHIBIT "C"  
TO  
FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
RIVERSIDE TOWNES,  
A RESIDENTIAL COMMUNITY

ADDITIONAL PROPERTY TO BE ANNEXED  
PURSUANT TO ARTICLE FIFTEEN

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34: THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1591.69 FEET MEASURED (1593.27 FEET DEED); THENCE NORTH 89°00'54" WEST, A DISTANCE OF 100.12 FEET TO THE WEST RIGHT-OF-WAY LINE OF I-55 AS DEDICATED BY DOCUMENT NO'S. 795580 AND 795593; THENCE N 00°11'36" W, ALONG SAID WEST RIGHT-OF-WAY LINE OF I-55 AS DEDICATED BY DOCUMENT NO'S. 795580 AND 795593, A DISTANCE OF 730.33 FEET FOR THE PLACE OF BEGINNING; THENCE S 89°48'24" W, A DISTANCE OF 392.60 FEET; THENCE N 64°13'29" W, A DISTANCE OF 533.00 FEET TO THE EAST LINE OF RIVERSIDE TOWNES AT OLE CATON FARM UNIT 1; THENCE NORTHEASTERLY ALONG SAID EAST LINE OF RIVERSIDE TOWNES AT OLE CATON FARM UNIT 1 THE FOLLOWING FOUR COURSES, THENCE N 42°20'19" E, A DISTANCE OF 321.11 FEET; THENCE N 43°20'04" W, A DISTANCE OF 107.10 FEET; THENCE N 37°02'36" E, A DISTANCE OF 155.24 FEET; THENCE N 03°38'10" E, A DISTANCE OF 89.19 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF CATON FARM ROAD AS DEDICATED PER DOCUMENT NO. 795593; THENCE EASTERLY AND SOUTHEASTERLY ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING THREE COURSES: THENCE S 86°21'50" E, A DISTANCE OF 356.40 FEET; THENCE S 67°13'50" E, A DISTANCE OF 215.40 FEET; THENCE S 20°07'49" E, A DISTANCE OF 217.37 FEET TO SAID THE WEST RIGHT-OF-WAY LINE OF I-55 AS DEDICATED BY DOCUMENT NO'S. 795580 AND 795593; THENCE S 00°11'36" E, ALONG SAID WEST RIGHT-OF-WAY LINE OF I-55 AS DEDICATED BY DOCUMENT NO'S. 795580 AND 795593, A DISTANCE OF 448.57 FEET TO SAID PLACE OF BEGINNING.

AND

THAT PART OF THE NORTHEAST QUARTER OF SECTION 34, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 34; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1591.69 FEET MEASURED (1593.27 FEET DEED); THENCE NORTH 89°00'54" WEST, A DISTANCE OF 100.12 FEET TO THE WEST RIGHT-OF-WAY LINE OF

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I-55 AS DEDICATED BY DOCUMENT NO'S. 795580 AND 795593 FOR THE PLACE OF BEGINNING; THENCE CONTINUING N 89°00'54" W, A DISTANCE OF 587.02 FEET TO THE MOST EASTERLY CORNER OF RIVERSIDE AT OLE CATON FARM RIVERWALK PARK PER DOCUMENT NO. R93-0048374; THENCE N 29°05'54" W, ALONG THE EAST LINE OF SAID RIVERSIDE AT OLE CATON FARM RIVERWALK PARK, A DISTANCE OF 173.35 FEET TO THE SOUTH LINE OF RIVERSIDE TOWNES AT OLE CATON FARM UNIT 1, RECORDED MAY 26, 1995 AS DOCUMENT NO. R95-35348; THENCE S 89°00'54" E ALONG SAID SOUTH LINE OF RIVERSIDE TOWNES AT OLE CATON FARM UNIT 1, A DISTANCE OF 102.27 FEET TO THE EAST LINE OF RIVERSIDE TOWNES AT OLE CATON FARM UNIT 1; THENCE NORTHWESTERLY AND NORTHEASTERLY ALONG SAID EAST LINE OF RIVERSIDE TOWNES AT OLE CATON FARM UNIT 1 THE FOLLOWING SIX COURSES: THENCE N 49°02'30" W, A DISTANCE OF 21.17 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, AND HAVING A RADIUS OF 375.00 FEET, AN ARC DISTANCE OF 180.38 FEET TO A POINT OF TANGENCY; THENCE N 21°28'51" W, A DISTANCE OF 7.04 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, AND HAVING A RADIUS OF 1500.00 FEET, AN ARC DISTANCE OF 448.60 FEET TO A POINT OF TANGENCY; THENCE N 38°36'57" W, A DISTANCE OF 139.47 FEET; THENCE N 42°20'19" E, A DISTANCE OF 187.80 FEET; THENCE S 64°13'29" E, A DISTANCE OF 533.00 FEET; THENCE N 89°48'24" E, A DISTANCE OF 392.60 FEET TO SAID WEST RIGHT-OF-WAY LINE OF I-55 AS DEDICATED BY DOCUMENT NO'S. 795580 AND 795593; THENCE S 00°11'36" E ALONG SAID WEST RIGHT-OF-WAY LINE OF I-55 AS DEDICATED BY DOCUMENT NO'S. 795580 AND 795593, A DISTANCE OF 730.33 FEET TO SAID PLACE OF BEGINNING.