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WESTRIDGE OF BARTLETT DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS, AND RESERVATION OF EASEMENTS

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This WestRidge of Bartlett Declaration of Covenants, Conditions and Restrictions, and Reservation of Easements (this "Declaration") is made and entered into this 27 day of October, 1993 by Centex Real Estate Corporation, a Nevada corporation ("Developer").

W I T N E S S E T H :

WHEREAS, Developer is the legal titleholder of certain real property in the Village of Bartlett, County of Cook, State of Illinois, which property is more particularly described on Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Developer presently intends to develop the Property so that a portion thereof contains single family dwelling units;

WHEREAS, Developer intends to subject the Property to the covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth; and

WHEREAS, Developer has incorporated (or will incorporate) under the laws of the State of Illinois the WestRidge of Bartlett Homeowners Association, a not-for-profit corporation (the "Association"), for the purpose of maintaining certain portions of the Property and enforcing the covenants, conditions, restrictions and easements hereinafter created, and for the purpose of collecting and disbursing the assessments and charges hereinafter created.

NOW, THEREFORE, Developer declares that the Property shall be held, owned, transferred, sold and conveyed subject to the covenants, conditions, restrictions, easements, assessments, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

In addition to those terms which are defined elsewhere in this Declaration, as used herein:

A. "Association" shall mean and refer to the WestRidge of Bartlett Homeowners Association, an Illinois not-for-profit corporation, and its successors and assigns. A copy of the initial By-Laws of the Association is attached hereto and made a part hereof as Exhibit B.

B. "Board" shall mean and refer to the Board of Directors of the Association.

C. "Developer" shall mean and refer to Centex Real Estate Corporation, a Nevada corporation (or any entity or individual hereinafter designated by Centex Real Estate Corporation as its successor-in-interest).

D. "Drainage and Water Access Easement" shall mean and refer to those portions of the Property designated as such on Exhibit C attached hereto and made a part hereof.

E. "Entrance Monument Easement" shall mean and refer to those portions of the Property designated as such on Exhibit C attached hereto and made a part hereof and those portions of Lots 1, 130, 131, 168, 423 and 602 which are from time to time designated by Developer or the Association as reasonably suitable for the placement of gates, entrance structures, signage, fencing, lighting, landscaping or other improvements marking an entrance to the Property from West Bartlett Road.

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F. "Landscape Buffer Easement" shall mean and refer to those portions of the Property designated as such on Exhibit C attached hereto and made a part hereof.

G. "Lot" shall mean and refer to each and any of the platted lots designated as such on Exhibit C attached hereto and made a part hereof.

H. "Mortgage" shall mean and refer to a mortgage or trust deed owned and held by a Mortgagee.

I. "Mortgagee" shall mean and refer to a person, bank, savings and loan, insurance company, corporation, trust or other entity which owns and holds a mortgage or trust deed with respect to a Lot. A person or other entity shall not qualify as a Mortgagee hereunder if that person or other entity is a party related to an Owner. For purposes of determining who is a party related to an Owner, a related party shall include, but shall not be limited to, (i) a member of the Owner's immediate family, including, a spouse, child, parent, brother, sister, half-brother or half-sister or any ancestor or lineal descendant, and (ii) any entity owned or controlled by an Owner or a member of an Owner's immediate family.

J. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those who have an interest merely as security for the performance of an obligation. The term "Owner" shall include Developer to the extent of the number of Lots owned by Developer and shall also include the interest of Developer as contract seller of any Lot.

K. "Pedestrian Access Easement" shall mean and refer to those portions of the Property designated as such on Exhibit C attached hereto and made a part hereof.

L. "Property" shall mean and refer to the real property legally described on Exhibit A attached hereto and made a part hereof.

M. "Village" shall mean and refer to the Village of Bartlett, Illinois, an Illinois municipal corporation, and its successors or assigns.

## ARTICLE II

### COVENANTS, CONDITIONS AND RESTRICTIONS RELATING TO THE PROPERTY

A. Drainage and Water Access Easement. Each individual, entity or other party accepting title to all or any part of the Drainage and Water Access Easement shall conclusively be deemed to have covenanted and agreed, jointly and severally, to maintain that portion of the Drainage and Water Access Easement which is located on such party's property so that it is in good and functional condition for its intended purpose as a storm water drainage facility (which maintenance shall include, but shall not be limited to, the regular mowing of all lawns and the removal of all obstructions). Except as otherwise expressly permitted by written notice from the Village and the Association, no titleholder of any portion of the Drainage and Water Access Easement (or any party acting on behalf of the titleholder) shall (i) install, construct, erect, plant or place any buildings, structures, improvements or vegetation upon the Drainage and Water Access Easement, (ii) alter, modify or change in any way the topography or elevations of the Drainage and Water Access Easement, or (iii) obstruct, alter or modify the established drainage pattern from or over the Drainage and Water Access Easement. Notwithstanding anything to the contrary contained herein, it is understood that the terms and provisions of this paragraph shall not be deemed to apply to Developer.

B. Entrance Monument Easement. Each individual, entity or other party accepting title to all or any part of the Entrance Monument Easement shall conclusively be deemed to have covenanted and agreed, jointly and severally, to (i) care for and maintain that portion of the Entrance Monument Easement located

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on such party's property (excluding the actual gates, entrance structures, signage, fencing, lighting, landscaping or other improvements installed or planted by the Association for the purpose of marking an entrance to the Property from West Bartlett Road) as a well-landscaped, high quality parcel of property (which maintenance shall include, but shall not be limited to, the regular seeding, watering and mowing of all lawns and the regular pruning of all trees and shrubbery), (ii) keep said portions of the Entrance Monument Easement in good, clean, attractive and sanitary condition, order and repair, and (iii) permit the Association to install, construct, erect, plant or place any gates, entrance structures, signage, fencing, lighting, landscaping or other items upon the Entrance Monument Easement for the purpose of marking an entrance to the Property from West Bartlett Road. Except as otherwise expressly permitted by written notice from the Association, no titleholder of any portion of the Entrance Monument Easement (or any party acting on behalf of the titleholder) shall (i) install, construct, erect, plant or place any buildings, structures, improvements or vegetation upon the Entrance Monument Easement, or (ii) obstruct, alter or modify any improvements or vegetation on the Entrance Monument Easement. Notwithstanding anything to the contrary contained herein, it is understood that the terms and provisions of this paragraph shall not be deemed to apply to Developer.

C. Landscape Buffer Easement. Each individual, entity or other party accepting title to all or any part of the Landscape Buffer Easement shall conclusively be deemed to have covenanted and agreed, jointly and severally, to (i) care for and maintain that portion of the Landscape Buffer Easement located on such party's property as a well-landscaped, high quality parcel of property (which maintenance shall include, but shall not be limited to, the regular seeding, watering and mowing of all lawns and the regular pruning of all trees and shrubbery), and (ii) keep said portions of the Landscape Buffer Easement in good, clean, attractive and sanitary condition, order and repair; provided, however, if Developer or the Association installs or has installed a fence, wall, screen, vegetation buffer or other similar divider within the Landscape Buffer Easement, the foregoing covenants and agreements shall apply only as to that portion of the Landscape Buffer Easement which is located on the side of said fence, wall, screen, vegetation buffer or other similar divider nearest the geographical center of the Property. Except as otherwise expressly permitted by written notice from the Association, no titleholder of any portion of the Landscape Buffer Easement (or any party acting on behalf of the titleholder) shall (i) install or construct any buildings, structures or improvements upon the Landscape Buffer Easement, including, but not limited to, any fences, walls, screens or other similar dividers (provided, however, trees, plants, shrubbery and other vegetation may be planted or placed in such areas), (ii) alter, modify or change in any way the topography or ground elevation of the Landscape Buffer Easement, or (iii) remove, replace or destroy any fences, walls, screens, vegetation buffers, buildings, structures, improvements, trees, plants, shrubbery or other items within the Landscape Buffer Easement, unless any such tree, plant, shrub or other vegetation has died; provided, however, if any such tree, plant, shrub or other vegetation dies for any reason other than natural causes, the titleholder of such portion of the Landscape Buffer Easement shall be deemed to have covenanted and agreed to replace such tree, plant, shrub or other vegetation with a substantially similar item to that which died. Notwithstanding anything to the contrary contained herein, it is understood that the terms and provisions of this paragraph shall not be deemed to apply to Developer.

D. Pedestrian Access Easement. Each individual, entity or other party accepting title to all or any part of the Pedestrian Access Easement shall conclusively be deemed to have covenanted and agreed, jointly and severally, to (i) maintain that portion of the Pedestrian Access Easement which is located on such party's property so that it is in good and functional condition for its intended purpose as a pedestrian walkway across a portion of the Property (which maintenance shall include, but shall not be limited to, the regular mowing of all lawns and the removal of all obstructions), and (ii) permit the Association to install, construct, erect, plant or place sidewalks, paths, curbs, signage, fencing, lighting and other similar items upon the Pedestrian Access Easement for the purpose of providing a pedestrian walkway. Except as otherwise expressly

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permitted by written notice from the Association, no titleholder of any portion of the Pedestrian Access Easement (or any party acting on behalf of the titleholder) shall (i) install, construct, erect, plant or place any buildings, structures, improvements or vegetation upon the Pedestrian Access Easement, or (ii) obstruct, alter or modify any improvements or vegetation on the Pedestrian Access Easement. Notwithstanding anything to the contrary contained herein, it is understood that the terms and provisions of this paragraph shall not be deemed to apply to Developer.

E. Temporary Facilities. Each individual, entity or other party accepting title to all or any part of the Property shall conclusively be deemed to have agreed, jointly and severally, to permit Developer to maintain, while engaged in construction and selling activities with respect to the Property, in or upon such portions of the Property as Developer shall reasonably determine, such temporary facilities as in Developer's sole discretion may be necessary or convenient, including, without limitation, offices, storage facilities, model units, signs, temporary fencing, monuments and construction trailers.

### ARTICLE III

#### FAILURE TO MAINTAIN

In the event the titleholder(s), from time to time, of all or part of the Property, fail (in the Association's reasonable judgment) to maintain or otherwise deal with the Property (or portions thereof) as provided in Article II of this Declaration, the Association shall, upon ten (10) days prior written notice to (i) the titleholder of record of the Property (or portion thereof in question) and (ii) the Village, have the right, but not the obligation, to enter upon the Property (or portion thereof) in order to care for, maintain and otherwise deal with said property as provided in Article II of this Declaration. Should the Association fail (in the Village's reasonable judgment) to remedy those matters specified in the foregoing notices within thirty (30) days after the delivery of such notices, the Village shall, upon ten (10) days prior written notice to (i) the titleholder of record of the Property (or portion thereof in question) and (ii) the Association, have the right, but not the obligation, to enter upon the Property (or portion thereof) in order to remedy said matters. In addition, should the Association fail (in the Village's reasonable judgment) to perform the obligations of the Association set forth in Article IV of this Declaration, the Village shall, upon ten (10) days prior written notice to the Association, have the right, but not the obligation, to enter upon the Property (or portion thereof) in order to perform said obligations. Notwithstanding anything to the contrary contained in this Article III, in the event of an emergency, the Village shall (without notice to any party or entity) have the right, but not the obligation, to enter upon the Property (or portion thereof) in order to care for, maintain and otherwise deal with said property as provided in Article II of this Declaration. All costs and expenses (including court costs and attorneys' fees) incurred by the Association or the Village in performing the foregoing work shall be immediately due from the titleholder(s) in question and shall become an assessment and lien upon the portion(s) of the Property to which said work relates (subject only to those matters specified in Paragraph H of Article VII herein), and the Village or the Association, as the case may be, shall have all the rights and remedies to which the Association is entitled pursuant to Paragraph G of Article VII of this Declaration in order to collect said assessments.

### ARTICLE IV

#### OBLIGATIONS OF THE ASSOCIATION

In addition to the other rights, duties and obligations specified in this Declaration, the Association shall be responsible for: (i) operating, maintaining, repairing, altering and replacing the drainage pipelines and other related facilities located within the Drainage and Water Access Easement (including, without limitation, those portions of said drainage pipelines and other related facilities which lead up to and are connected with the drainage

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system operated and maintained by the Village), and for keeping the same in good, clean, attractive and sanitary condition, order and repair; (ii) maintaining, repairing, altering and replacing the gates, entrance structures, signage, fencing, lighting and other items, if any, located within the Entrance Monument Easement for the purpose of marking an entrance to the Property from West Bartlett Road, and for keeping the same in good, clean, attractive and sanitary condition, order and repair; (iii) maintaining, repairing, altering and replacing the fences, walls, screens, vegetation buffers and other similar dividers, if any, installed by Developer or the Association within the Landscape Buffer Easement, and for keeping the same in good, clean, attractive and sanitary condition, order and repair; (iv) maintaining as a well-landscaped, high quality parcel of property (which maintenance shall include, but shall not be limited to, the regular seeding, watering and mowing of all lawns and the regular pruning of all trees and shrubbery) the portion of the Landscape Buffer Easement located on that side of any fence, wall, screen, vegetation buffer or other similar divider within the Landscape Buffer Easement, if any, which is opposite the geographical center of the Property; (v) maintaining, repairing, altering and replacing the sidewalks, paths, curbs, signage, fencing, lighting and other similar items, if any, located within the Pedestrian Access Easement for the purpose of providing a pedestrian walkway across a portion of the Property; and (vi) replacing any vegetation located within the Drainage and Water Access Easement, Entrance Monument Easement, Landscape Buffer Easement or Pedestrian Access Easement which has died by reason of natural causes with vegetation substantially similar to that which died.

## ARTICLE V

### RESERVATION OF EASEMENTS

The Property shall be held, owned, occupied and used by the titleholders, from time to time, of all or part of the Property subject to the following easements:

A. A non-exclusive perpetual easement for the benefit of the Association upon, on and over the Drainage and Water Access Easement and any Lots or other portions of the Property encumbered thereby for the purpose of installing, constructing, reconstructing, operating, maintaining, repairing and replacing drainage pipes or other related facilities underlying said easement. Any entry upon the foregoing property pursuant to the easement reserved by this paragraph shall be made in a manner that will not unreasonably interfere with the use and enjoyment of such property by its titleholder.

B. A non-exclusive perpetual easement for the benefit of the Association upon, on and over the Entrance Monument Easement and any Lots or other portions of the Property encumbered thereby for the purpose of installing, constructing, reconstructing, maintaining, repairing and replacing gates, entrance structures, signage, fencing, lighting, landscaping or other similar items within the Entrance Monument Easement. Any entry upon the foregoing property pursuant to the easement reserved by this paragraph shall be made in a manner that will not unreasonably interfere with the use and enjoyment of such property by its titleholder.

C. A non-exclusive perpetual easement for the benefit of the Association upon, on and over the Landscape Buffer Easement and any Lots or other portions of the Property encumbered thereby for the purpose of installing, constructing, reconstructing, maintaining, repairing and replacing any earthen berms, fences, walls, screens, vegetation buffers or other similar dividers, and any trees, vegetation, landscaping or other similar items within the Landscape Buffer Easement. Any entry upon the foregoing property pursuant to the easement reserved by this paragraph shall be made in a manner that will not unreasonably interfere with the use and enjoyment of such property by its titleholder.

D. A non-exclusive perpetual easement for the benefit of the Association upon, on and over the Pedestrian Access Easement and any Lots or other portions of the Property encumbered thereby for the purpose of installing, constructing,

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reconstructing, maintaining, repairing and replacing any sidewalks, paths, curbs, signage, fencing, lighting, landscaping or other similar items within the Pedestrian Access Easement. Any entry upon the foregoing property pursuant to the easement reserved by this paragraph shall be made in a manner that will not unreasonably interfere with the use and enjoyment of such property by its titleholder.

E. A non-exclusive perpetual easement for the benefit of the Association and/or the Village upon, on and over those portions of the Drainage and Water Access Easement, Entrance Monument Easement, Landscape Buffer Easement, and Pedestrian Access Easement necessary for the Association and/or the Village to exercise the rights provided to such entities in Article III of this Declaration.

## ARTICLE VI

### MEMBERSHIP AND VOTING RIGHTS

A. Every Owner of a Lot which is a part of the Property shall, as a condition to holding fee simple title to any such Lot, be a member of the Association and shall remain as such so long as such individual or entity remains an Owner of a Lot. Upon the termination of the interest of an Owner in a Lot, that individual's or entity's membership shall thereupon automatically terminate as to such Lot and shall transfer and inure to the Owner succeeding to the interest of such individual or entity. Membership shall be appurtenant to and may not be separated from the ownership of any Lot.

B. The Association shall have two (2) classes of voting membership:

1. Class A. Class A members shall be all Owners (except the Developer) and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. 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.

2. Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Lot owned; provided, however, Developer shall be entitled to only (1) vote per Lot upon the earliest to occur of the following events:

(i) when seventy-five percent (75%) of the Lots have been sold and conveyed by Developer to purchasers;

(ii) ten (10) years after the date the first Lot is conveyed by Developer to another Owner; or

(iii) upon written notice of election by Developer sent to the Association as of the date specified in said notice.

## ARTICLE VII

### COVENANTS AND ASSESSMENTS

A. Creation of Lien and Personal Obligation for Assessments. Each Owner of a Lot (except as otherwise provided in this Article VII), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, shall conclusively be deemed to have covenanted and agreed, jointly and severally, to pay the Association assessments or charges to be established and collected as hereinafter provided. All such assessments, together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon each Lot against which such assessment is made. Each such assessment, together with interest thereon and costs of collection thereof as hereinafter provided, shall also be the personal obligation of the person or entity who was the Owner of each such Lot at the time when the assessment became due and payable.

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B. Purpose of Assessment. The assessments levied by the Association as hereinafter provided shall be used for (i) those matters set forth in Articles IV and V hereof, which include, but are not limited to, the maintenance, operation and repair of the drainage pipes and other related facilities underlying the Drainage and Water Access Easement, the maintenance and repair of the improvements and vegetation within the Entrance Monument Easement, the maintenance and repair of the improvements and vegetation within the Landscape Buffer Easement, and the maintenance and repair of the improvements and vegetation within the Pedestrian Access Easement, (ii) the payment of any costs and expenses incurred by the Board in performing its powers, duties and other matters set forth in the By-Laws attached hereto as Exhibit B, (iii) the payment of any costs and expenses which the Board reasonably deems necessary to (a) comply with and/or enforce the covenants, conditions, restrictions and easements set forth in this Declaration and (b) collect and disburse the assessments and charges herein created, and (iv) the payment of any costs and expenses related, directly or indirectly, to any of the foregoing items.

C. Initial Assessments. Upon the purchase of a Lot, each Owner (other than Developer) shall pay to the Association an initial assessment in an amount of \$30.00 as an initial working capital reserve to be deposited with the general funds of the Association. Said payment shall not be refundable or applied as a credit against any subsequent assessments.

D. Subsequent Assessments. If the Board deems it necessary or appropriate, it shall from time to time, estimate the total amount which will be required during any period designated by the Board for (i) the matters specified in Paragraph B of this Article VII, and (ii) a reserve for contingencies, replacements, extraordinary expenditures and similar matters (the "Cash Requirement"), and shall notify each Owner in writing of such amount, with reasonable itemization thereof, and containing each Owner's respective assessment therefor. Said Cash Requirement shall be assessed to the Owners of each Lot by utilizing the following percentage for each such Lot: one/total number of Lots in the Property (excluding those specified in Paragraph I of this Article VII). On or before the twentieth (20th) day after the delivery of the foregoing notice, each Owner, jointly and severally, shall be personally liable for and obligated to pay the Board the assessments made pursuant to this Paragraph D. If the Cash Requirement proves inadequate for any reason for the period so designated by the Board, then the Board shall prepare a supplemental budget covering the estimated deficiency, copies of which shall be furnished to each Owner, and thereupon a separate assessment shall be made to each Owner for its proportionate share of such supplemental budget, which shall be due and payable on the date specified in the notice of the adjusted assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted assessment. If the Cash Requirement accumulated in any given year exceeds the amount required for actual expenses and reserves for said year, such excess shall be applied to expenses and/or reserves for the subsequent year. Notwithstanding the foregoing, the total amount which may be assessed ("Maximum Annual Assessment") for the first year of the Association shall not exceed \$35.00 per Lot. Each subsequent year, the Maximum Annual Assessment shall be increased by ten percent (10%) over the immediately preceding year's Maximum Annual Assessment. For example, the second year's Maximum Annual Assessment shall be equal to \$38.50 ( $35.00 \times 1.1$ ); the third year's Maximum Annual Assessment shall be equal to \$42.35 ( $38.50 \times 1.1$ ); etc. Any amounts to be assessed above such limits shall require the approval of the members as provided in the By-Laws.

E. Status of Collected Funds. All funds collected hereunder shall be held and expended by the Association for the purposes designated herein.

F. Books and Records. The Board shall keep full and correct books of account in chronological order of the costs and expenses incurred by the Association as provided herein, together with all receipts and invoices relevant thereto. Such records, receipts and invoices, as well as a copy of this Declaration and the Articles of Incorporation of the Association, shall be available for inspection at the office of the Association, if any, by the Owner or any Mortgagee, at such reasonable time(s) during normal business hours as may

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be requested by the Owner or Mortgagee.

G. Remedies for Failure to Pay Assessments. Each Owner shall pay its proportionate share of any Cash Requirement and any other expenses required pursuant to the terms hereof. If an Owner fails to pay the assessments, adjusted assessments or any other expenses required to be paid hereunder when due, the amount thereof, together with all costs and expenses incurred by the Association in collecting said amounts (including court costs and attorneys' fees) and all damages, together with interest on the foregoing assessments, costs and expenses at the prime rate of interest announced or published daily in the Money Rate Section of the Wall Street Journal (or other comparable publication if the Wall Street Journal ceases to exist or to publish such information) until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien, as of the date the assessment, adjusted assessment or other expense is due, for all of the same upon the Lot owned by such defaulting Owner and upon all additions and improvements to said Lot. In addition to the foregoing, the Association shall have such rights and remedies to enforce the collection of the foregoing amounts as shall be provided or permitted by law from time to time, including, without limitation, the right to bring an action at law against the Owner personally obligated to pay the same and/or foreclose the lien against the Lot and any additions or improvements thereon.

H. Subordination of Lien to a Mortgage. Notwithstanding anything to the contrary contained in this Declaration, the lien provided in the preceding Paragraph G shall be subordinate only to (i) taxes, special assessments and special taxes levied, either before or after the date of the failure to pay the assessments or expenses provided herein, by any political subdivision or municipal corporation of Illinois and other state or federal taxes which by law are a prior lien on the interest of such Owner, and (ii) the lien of a Mortgage on the interest of the Owner in any such Lot.

I. Exempt Lots. All Lots of which the Developer is the titleholder shall be exempt from the assessments, charges and liens created in this Declaration. The foregoing exemption shall continue until such time as the Developer conveys any such Lot to a purchaser, at which time the exemption created hereunder shall cease as to the conveyed Lot only and said Lot shall thereafter be subject to all of the terms and conditions of this Declaration.

## ARTICLE VIII

### REMEDIES

In addition to the rights set forth elsewhere in this Declaration, each of the covenants, conditions, restrictions and easements contained in this Declaration shall be enforceable at law and/or in equity by the Association and/or the Village; provided, however, in the event of a breach or violation of any such covenant, condition, restriction or easement, there shall be no forfeiture or reversion of title; provided further, however, failure to enforce any of the foregoing matters shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding the foregoing, the provisions of this Article VIII shall not apply to the terms and conditions of Article VII of this Declaration, which Article contains separate remedies.

## ARTICLE IX

### AMENDMENTS

This Declaration may be amended, modified, altered or repealed by Developer at any time during the ten (10) year period after the date hereof; provided, however, no such amendment, modification, alteration or repealer shall be effective if (i) it adversely affects the priority of the lien of any Mortgage, or (ii) the Village has not consented to the same (which consent shall not be unreasonably withheld, conditioned or delayed).



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## ARTICLE X

### ADD-ON PROPERTY

Developer hereby reserves the right, from time to time, to add certain additional property legally described on Exhibit D attached hereto and made a part hereof (the "Add-On Property") to the Property presently designated in this Declaration. In the event Developer elects, from time to time, to subject all or any portion of the Add-On Property to the provisions of this Declaration, Developer shall record a Supplementary Declaration setting forth, among other items, the legal description of any such additional property. All such Supplementary Declarations, and the portion of the Add-On Property covered therein, shall be subject to the terms and conditions of this Declaration, and all voting rights and the liability for assessments specified in this Declaration shall be reallocated accordingly. The recording of a Supplementary Declaration shall not alter or affect the amount of any liens for assessments due from Owners of Lots already a part of the Property ("Existing Lots") or the respective amounts theretofore assessed to or due from the Owners of Existing Lots or other fees and charges theretofore assessed.

Developer further reserves unto itself the right to add portions of the Add-On Property to the Property at different times (and to determine the order thereof), and to fix the boundaries of said portions of the Add-On Property. Any Supplementary Declaration may contain such additions and modifications to the terms hereof as are necessary to reflect the differences in character, if any, of the Add-On Property and the Property. The terms and provisions of this Article X shall not be construed as imposing upon Developer an affirmative obligation to exercise the rights and powers herein reserved. The Add-On Property shall not be bound hereby unless and until said property is submitted to the provisions of this Declaration by a Supplementary Declaration.

## ARTICLE XI

### GENERAL PROVISIONS

A. Each covenant, condition, restriction and easement contained herein shall be considered to be an independent and separate right or obligation, and in the event one or more of such covenants, conditions, restrictions or easements shall for any reason be held to be invalid or unenforceable, all remaining covenants, conditions, restrictions and easements shall nevertheless remain in full force and effect.

B. Unless otherwise expressly provided herein, each covenant, condition, restriction and easement set forth in this Declaration shall run with the land and shall be binding upon each and all of the record titleholders of said land and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or acceptance of a deed conveying any interest in the Property, the individual or entity to whom such interest is conveyed shall, except as otherwise provided in this Declaration, be deemed to accept and agree to be bound by and subject to all of the terms and provisions of this Declaration, whether or not mention thereof is made in said deed.

C. Each written notice permitted or required hereunder shall be deemed to be delivered on the date of personal delivery or on the date of deposit of such notice in the U.S. Mail, postage prepaid, certified mail, return receipt requested, addressed to such other party or parties.

D. If any provision of this Declaration is held invalid, it shall not effect any other provisions contained herein, and this Declaration shall otherwise continue in full force and effect.

E. Wherever in this Declaration Developer has reserved unto itself or the Village any easement or easements, and rights thereunder, with respect to any

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part or all of the Property, the exercise or failure to exercise any or all of such rights shall in no event release the Association or the Owners from the responsibilities otherwise imposed on such parties in any covenant, condition, restriction or provision set forth in this Declaration.

F. In the event title to any Lot is conveyed to a land trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall, jointly and severally, be responsible for the payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings relating to or chargeable against any such Lot, and shall be deemed to be the Owner as that term is used herein. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created, but the amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiary or beneficiaries of any such trust shall remain personally liable for any such amounts.

G. The headings contained in this Declaration are for convenience only and shall not in any way affect the meaning or interpretation of this Declaration.

H. The covenants, conditions and restrictions contained in this Declaration shall continue in full force and effect for a period of one hundred ninety-nine (199) years commencing on the date hereof.

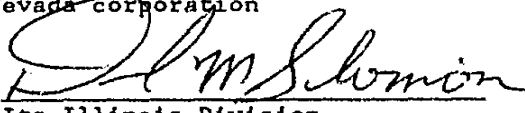
I. If and to the extent that any covenant, condition or restriction would otherwise be unlawful or void for violation of (i) the rule against perpetuities, (ii) the rule restricting restraints on alienation, or (iii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such matters may be valid, then the provision in question shall continue and endure only until twenty-one (21) years after the death of the last to survive of the class of persons consisting of all the now living lawful descendants of William Clinton, President of the United States.

J. It is hereby understood that neither the Association, nor its Board, officers or members, may adopt, amend, repeal, alter or change this Declaration, the By-Laws of the Association, or any rules or regulations relating to the Association or this Declaration such that any said adoption, amendment, repealer, alteration or change adversely affects Developer, Developer's rights under this Declaration or Developer's proposed development of the Property (as such proposed development currently exists or may hereinafter change). In addition thereto, neither the Association, nor its Board, officers or members, may amend, repeal, alter or change this Declaration (excluding the By-Laws) without the prior consent of the Village (which consent shall not be unreasonably withheld, conditioned or delayed).

K. In the event of any conflict between the terms and provisions of this Declaration and any plat(s) of subdivision relating to Property, the terms and provisions of this Declaration shall control.

IN WITNESS WHEREOF, Developer hereby executes this instrument as of the date and year first above written.

CENTEX REAL ESTATE CORPORATION,  
a Nevada corporation

By:   
Its Illinois Division  
Assistant Secretary

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Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
COUNTY OF Cook ) SS.

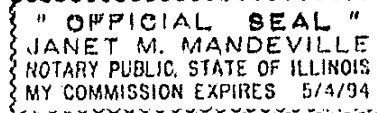
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Terence J. Venezia, personally known to me to be the Assistant Secretary of the Illinois Division of Centex Real Estate Corporation, a Nevada corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Secretary, he signed, sealed and delivered said instrument and Assistant Secretary of the Illinois Division of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27 day of October, 1993.

  
Notary Public

My Commission Expires:

May 4, 1994



This instrument prepared by and  
after recording return to:

Terence J. Venezia  
McDermott, Will & Emery  
227 West Monroe Street  
Chicago, Illinois 60606  
(312) 984-3655

Recorder's Office Box No. 207

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BOX 207

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03/03/12

03/03/12



# UNOFFICIAL COPY

## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1409 007475695 AH

STREET ADDRESS:

CITY: BARTLETT

COUNTY: COOK

TAX NUMBER:

### LEGAL DESCRIPTION:

LOTS 1 THRU 45, BOTH INCLUSIVE, 68 THRU 70, BOTH INCLUSIVE, 163 THRU 171, BOTH INCLUSIVE, 195 THRU 212 BOTH INCLUSIVE, 232 THRU 299 BOTH INCLUSIVE, LOT 311, LOTS 326 THRU 328, BOTH INCLUSIVE, AND LOTS 637 AND 638 IN WESTRIDGE OF BARTLETT UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1993 AS DOCUMENT 93841369, IN COOK COUNTY, ILLINOIS

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Exhibit A

## Legal Description of Property

That certain property legally described in that certain WestRidge of Bartlett Plat of Subdivision recorded on Oct. 20<sup>th</sup>, 1993 as document number 93841369 with the Office of the Cook County Recorder of Deeds.

66.31-300-002

66.31.300.008

North of Bartlett Road

Bartlett, IL

Property of Cook County Clerk's Office



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## Exhibit B

By-Laws  
of  
WestRidge of Bartlett Homeowners Association

## ARTICLE I

Name and Location

The name of the corporation is WestRidge of Bartlett Homeowners Association, an Illinois not-for-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall initially be located in Hoffman Estates, Illinois, but meetings of the members and the Board may be held at such places within the State of Illinois, County of Cook, as may be designated by the Board.

## ARTICLE II

Definitions

Except as expressly defined herein, all capitalized terms are used in these By-Laws with the same meaning as such terms are used elsewhere in the Declaration.

## ARTICLE III

Meetings of Members

1. Annual Meetings. The first annual meeting of the members shall be held upon ten (10) days prior written notice given by Developer to the members. Said first annual meeting shall be held no later than the first to occur of the following events: (i) when seventy-five percent (75%) of the Lots have been sold and conveyed by Developer to purchasers; or (ii) seven (7) years after the date the first Lot is conveyed by Developer to another Owner. Each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

2. Special Meetings. Special meetings of the members may be called at any time after the first annual meeting by the president of the Association, the Board, upon written request of the members who are entitled to vote a total of one-fourth (1/4) of the total votes of the Class A membership or upon request of the Class B membership.

3. Notice of Meetings. Except as may be otherwise provided by the Declaration, written notice of each meeting of the members shall be given by, or at the direction of, the secretary of the Association or person authorized to call the meeting by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than forty (40) days, before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of members entitled to cast, and/or of proxies entitled to cast, ten percent (10%) of the total votes of each class of membership shall constitute a quorum for any action, except as otherwise provided by law, in the Articles of Incorporation, the Declaration or these By-Laws. If a quorum is present, the affirmative vote of a majority of the total votes present, either in person or by proxy, shall be the act of the members, unless otherwise provided by law, in these By-Laws or in the Declaration. If, however, such quorum shall not be present or represented at any meeting, a majority of those members present in person or by proxy may adjourn the meeting

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to another time, but may not transact any other business. The adjournment shall specify the date for the adjourned meeting, which shall not be more than thirty (30) days from the date of said initial meeting.

5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

6. Voting Rights. The Association has two (2) classes of voting membership, which classes of membership are more specifically described in Article VI of the Declaration.

## ARTICLE IV

### Board of Directors: Selection: Term of Office

1. Number. The affairs of the Association shall be managed by the Board. Until the first annual meeting of the members, the Board shall consist of three (3) directors designated by Developer.

2. Expiration. At the first annual meeting of the members, the number of directors shall automatically increase to five (5) and the members shall elect one (1) director for a term of one (1) year, two (2) directors for a term of two (2) years, and two (2) directors for a term of three (3) years and, at each annual meeting thereafter, the members shall elect the vacancies for directors as they come due on the expiration of a director's term for a term of two (2) years. Directors may succeed themselves.

3. Removal. From and after the first annual meeting of the members, any director may be removed from the Board, with or without cause, by a document signed by the members having not less than seventy-five percent (75%) of the total vote of the Association. In the event of death, resignation or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve until the time of the next election of directors. In the event that the term of the directorship vacated as above shall not have expired at the time of the next election following the appointment of a successor by the remaining Board members as provided above, in addition to the directorships normally to be filled at that election, the members shall also elect a director to serve the remaining unexpired terms of the directorships vacated.

4. Compensation. No Director shall receive compensation for any service he or she may render to the Association; provided, however, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### Nomination and Election of Directors

1. Nomination. Nomination for election to the Board shall be made from the floor at any applicable annual meeting. Such nominations may be made from among members only.

2. Election. Election to the Board shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected.

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## ARTICLE VI

### Meetings of Directors

1. Annual Meetings. Annual meetings of the Board shall be held at such place and hour as may be fixed from time to time by resolution of the Board. Should any such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.
2. Special Meetings. Special meetings of the Board shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.
3. Quorum. The majority of the number of directors then constituting the Board shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### Powers and Duties of the Board of Directors

1. Powers. The Board shall have power to:
  - a. Perform, exercise, transact, permit, or consent to any and all actions or functions which the Board deems necessary or appropriate to enforce, abide by or act in accordance with the terms and provisions of the Declaration, including, without limitation, the power to engage or contract for the services of others, and make purchases for the maintenance, repair, replacement and operation of those facilities which the Association is obligated or permitted to maintain pursuant to the Declaration;
  - b. Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment or other expenses levied by the Association;
  - c. Exercise any and all powers and duties permitted by the Illinois General Not-For-Profit Corporation Act, as amended, and the Declaration; and
  - d. Procure and maintain any insurance which the Board deems necessary or appropriate to protect the Association, its Board, officers, members, agents, employees and other similarly situated individuals from any and all claims, liabilities, expenses, costs, damages or causes of action.
2. Duties. It shall be the duty of the Board to:
  - a. Cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the members at the annual meetings of the members or at any special meeting when such statement is requested in writing by sixty percent (60%) of the Class A members who are entitled to vote;
  - b. Supervise all officers, agents and employees of the Association and see that their duties are properly performed;
  - c. Fix the amount of the assessments against each Lot as provided in the Declaration, and foreclose the lien against any Lot for which assessments are not paid after the due date or bring an action at law against the Owner personally obligated to pay the same;
  - d. Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment

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has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. Cause all officers or employees having fiscal responsibilities to be bonded as it may deem appropriate; and

f. Cause the Association to maintain those portions of the Property which it is obligated or permitted to maintain pursuant to the terms of the Declaration.

## ARTICLE VIII

### Officers and Their Duties

1. Enumeration of Officers. The officers of the Association shall be a president and vice president who shall at all times be members of the Board, a secretary and a treasurer and such other officers as the Board may determine from time to time.

2. Election of Officers. The election of officers shall take place at each annual meeting of the Board.

3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless any such individual shall sooner resign, or shall be removed or otherwise be disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. The president may not hold any other office.

8. Duties. The duties of the officers shall be those usually vested in their respective office for a not-for-profit corporation, including, but not limited to, the following:

a. President. The president shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all contracts and other written instruments; and shall co-sign all checks and promissory notes;

b. Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board;

c. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the

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Association, together with their addresses; and shall perform such other duties as required by the Board; and

d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks



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Association, together with their addresses; and shall perform such other duties as required by the Board; and

d. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall and prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy thereof to each of the members.

## ARTICLE IX

### Committees

The Board shall appoint committees as deemed appropriate in carrying out its purpose.

## ARTICLE X

### Not-For-Profit Status

Neither the Board, the Association nor the members shall be deemed to be conducting a business of any kind. All funds collected by the Board shall be held and expended for the purposes designated in these By-laws and in the Declaration and shall be deemed to be held for the benefit, use and account of all the members.

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Exhibit C

## Plat of Property

That certain WestRidge of Bartlett Plat of Subdivision recorded on October 20, 1993 as document number 93841369 with the Office of the Cook County Recorder of Deeds.

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## Exhibit D

### Add-On Property

ALL THAT PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE SOUTH 250 FEET THEREOF AND ALSO THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THE NORTH 52 LINKS (34.32 FEET) OF THE WEST 1,369.05 FEET, THEREOF AND ALSO EXCEPT THE SOUTH 250.00 FEET THEREOF, ALSO EXCEPT THAT PART DESCRIBED BY BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 52 LINKS OF THE SOUTHWEST QUARTER AND THE WEST LINE OF SAID SECTION 31; THENCE S. 00° 28' 15" E., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,541.71 FEET TO A POINT LYING 1,069.80 FEET, NORTH OF THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31; THENCE N. 88° 37' 14" E., A DISTANCE OF 517.89 FEET; THENCE N. 00° 28' 15" W., ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 1,542.08 FEET TO THE SOUTH LINE OF THE NORTH 52 LINKS OF SAID SOUTHWEST QUARTER; THENCE S. 88° 34' 47" W., ALONG THE SOUTH LINE OF THE NORTH 52 LINKS OF SAID SOUTHWEST QUARTER, A DISTANCE OF 517.89 FEET TO THE POINT OF BEGINNING, THEN ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 52 LINKS OF THE SOUTHWEST QUARTER AND THE WEST LINE OF SAID SECTION 31; THENCE S. 00° 28' 15" E., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,541.71 FEET TO A POINT LYING 1,069.80 FEET NORTH OF THE SOUTHWEST QUARTER OF SAID SECTION 31 FOR A POINT OF BEGINNING; THENCE N. 88° 37' 14" E., A DISTANCE OF 517.89 FEET; THENCE S. 00° 28' 15" E., ALONG THE LINE PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 819.69 FEET TO THE NORTH LINE OF THE SOUTH 250.00 FEET OF SAID SOUTHWEST QUARTER; THENCE N. 88° 36' 47" W., ALONG THE LINE PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 517.89 FEET TO A POINT ON THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE N. 00° 28' 15" W., ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 819.77 FEET TO THE POINT OF BEGINNING:

THEN ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 31, THENCE N. 00° 28' 15" W., ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 31, A DISTANCE OF 1,069.80 FEET; THENCE N. 88° 37' 14" E., A DISTANCE OF 517.89 FEET TO THE POINT OF BEGINNING; THENCE N. 00° 28' 15" W., PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31, A DISTANCE OF 1,542.08 FEET TO THE SOUTH LINE OF THE NORTH 52 LINKS (34.32 FEET) OF THE WEST 1,369.05 FEET OF SAID SOUTHWEST QUARTER, POINT BEING 517.89 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31 AS MEASURED ALONG THE SAID SOUTH LINE OF THE NORTH 52 LINKS; THENCE N. 88° 34' 47" E., ALONG SAID SOUTH LINE OF THE NORTH 52 LINKS, A DISTANCE OF 770.00 FEET; THENCE S. 00° 11' 10" W., A DISTANCE OF 743.67 FEET; THENCE S. 09° 57' 32" W., A DISTANCE OF 1143.51 FEET; THENCE S. 88° 34' 47" W., PARALLEL WITH SAID SOUTH LINE OF THE NORTH 52 LINKS, A DISTANCE OF 554.43 FEET TO THE LINE WHICH IS PARALLEL WITH AND 517.89 FEET EASTERLY OF THE WEST LINE OF SAID SOUTHWEST QUARTER OF SECTION 31; THENCE N. 00° 28' 15" W., ALONG SAID PARALLEL LINE, A DISTANCE OF 322.60 FEET TO THE POINT OF BEGINNING. SAID REMAINING LANDS CONTAINING 243.95 ACRES MORE OR LESS ALL LYING IN COOK COUNTY, ILLINOIS.

and also except that certain property legally described on the WestRidge of Bartlett Plat of Subdivision recorded on October 20, 1993 as document number 93841369 with the Office of the Cook County Recorder of Deeds.

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