

LAURIE MCPHILLIPS 30P R 2005196022
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**Declaration of Covenants,
Restrictions, Easements,
Charges, and Liens for
SPRINGBANK**

PLEASE RETURN TO:

**MAF DEVELOPMENTS, INC.
607 CHICAGO STREET, SUITE 101
PLAINFIELD, ILLINOIS 60544**

PREPARED BY:

**PETER H. JAGEL
23 W. JEFFERSON AVENUE
NAPERVILLE, ILLINOIS 60540**

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SPRINGBANK**

This Declaration is made this 6th day of October, 2005, by MAF DEVELOPMENTS, INC. (hereinafter "MAF"), an Illinois Corporation, hereinafter referred to as "Covenantor".

WITNESSETH:

WHEREAS, the Covenantor is the owner of the real property legally described in Exhibit A, (hereinafter "SPRINGBANK"); and

WHEREAS, MAF desires to develop SPRINGBANK as a residential community; and

WHEREAS, MAF desires to preserve the values and amenities in said community by subjecting the property owned by it and described herein to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, as a unit or units and additional properties of SPRINGBANK is developed, said Units shall be subjected to the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration through an amendment to this Declaration; and

WHEREAS, MAF has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create a homeowners association to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Declaration.

NOW THEREFORE, MAF declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens (hereinafter referred to as "covenants and restrictions") hereinafter set forth.

**ARTICLE I
PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. SPRINGBANK. The real property legally described on Exhibit A, and as may be amended in the future under Section 2, Additional Property, shall be known as SPRINGBANK, which shall be subject to this Declaration.

Section 2. SUBASSOCIATIONS. After the recording of this Declaration, there may be created certain subassociations that will be a part of SPRINGBANK and that will subject the property of the subassociation to both this Declaration and a subassociation

declaration. To the extent that the provisions of any subassociation declaration are different or in conflict with the provisions of this Declaration, then the provisions of the subassociation declaration shall control as to the portion of SPRINGBANK to which the subassociation declaration applies.

Section 3. ADDITIONAL PROPERTY. The Covenantor may subject any other property to this Declaration. The Covenantor may take such action at any time and such action shall be solely at its discretion. The Covenantor intends to add, but is not limited to, the real property legally described on Exhibit B

In order to subject additional property to this Declaration, the Covenantor shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is the subject of the supplementary declaration.

Upon execution and recordation of an Amendment to this Declaration subjecting additional property to this Declaration, the additional property described in any such Amendment shall be subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration, except as provided in Section 2 of this Article. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owners of said property in the same manner and to the same extent and with the same force and effect as this Declaration. Every person or entity who is a record owner of a Lot or Dwelling Unit (as defined in Article II) of said additional property shall be a member of the Homeowners Association described in Article III on the same terms and subject to the same qualification and limitations as those members under the provisions of this Declaration, even though assessments for attached and detached Dwelling Units may differ. All of the provisions of this Declaration shall apply to such additional property and to the owners thereof with equal meaning and of like force and effect except as provided in Section 2 of this Article.

Section 4. UNITS ONE AND TWO. SPRINGBANK shall initially consist of Units One and Two, as established on the plat of subdivision approved by the Village of Plainfield and which contain the following lots: Unit One: Lots 1 through 215 and outlots 3,4,5 and 19; Unit Two: Lots 216 through 349 and outlots 6,7,11,12,13,14,15,16,17 and 18.

ARTICLE II

GENERAL PURPOSES

The purpose of this Declaration is to provide for a residential community of the highest quality and character for the benefit and convenience of the residents of SPRINGBANK. SPRINGBANK shall consist of detached residences on individual lots, attached residences, and non residential uses on outlots hereafter provided. Any residence in SPRINGBANK shall be referred to as a "Dwelling Unit."

ARTICLE III

HOMEOWNERS ASSOCIATION

Section 1. CREATION. Prior to the date of the first conveyance of a Dwelling Unit in SPRINGBANK, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the Springbank Homeowners Association or any name similar thereto.

Section 2. RESPONSIBILITY. The Homeowners Association shall be the governing body for all the owners of Dwelling Units in SPRINGBANK, and shall be responsible for the operation, maintenance, and repair of the property entrusted to the care of the Homeowners Association as hereinafter specified. It shall exercise all powers necessary to fulfill its obligations as delineated in this Declaration, its articles, and its by-laws.

Section 3. MEMBERSHIP. Every person or entity who is a record owner of a Lot or Dwelling Unit in SPRINGBANK shall be a member of the Homeowners Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separate from ownership of a Dwelling Unit. Thus, membership shall automatically terminate upon the sale, transfer or other disposition by a member of his ownership of a Dwelling Unit in SPRINGBANK, at which time the new owner shall automatically become a member of the Homeowners Association.

If more than one person or entity is the record owner of a Dwelling Unit in SPRINGBANK, all such persons or entities shall be members.

If any owner shall lease his residence, such lease shall be in writing and shall provide that the lease shall be subject to all terms, conditions and restrictions of this Declaration and the applicable by-laws, rules, and regulations. Any breach thereof shall constitute a default under such lease by lessee. The owner shall remain bound by all obligations set forth in this Declaration. Only the occupants of the leased premises shall be entitled to the use of the Association's facilities including the Springbank Aquatic and Recreation Center.

Each member of the Homeowners Association shall be bound by and shall observe the terms and provisions of this Declaration, the articles of incorporation, and by-laws of the Homeowners Association, and the rules and regulations promulgated from time to time by the Homeowners Association or its Board of Directors.

Any person or entity who holds an interest in a Lot or Dwelling Unit in SPRINGBANK merely as a security for the performance of an obligation or any person in possession of a Dwelling Unit under a contract to purchase, shall not be a member of the Homeowners Association.

Any person or entity who is exempt from assessment, pursuant to Article IV, Section 11(d) shall not be entitled to the use of the Association's facilities, including the Springbank

Aquatic and Recreation Center.

Section 4. VOTING RIGHTS. The Homeowners Association shall have two classes of voting membership:

- (a) Class A: Class A members shall be all record owners of Lots or Dwelling Units in SPRINGBANK with the exception of the Covenantor, MAF.
- (b) Class B: Class B member shall be the Covenantor, MAF.

At meetings held pursuant to Section 6 of this Article, Class A members shall be entitled to one vote for each Lot or Dwelling Unit owned. If more than one member is the record owner of a Lot or Dwelling Unit in SPRINGBANK, then the vote for that Dwelling Unit shall be executed as those members among themselves determine. In no event shall more than one vote be cast with respect to any such Lot or Dwelling Unit.

The Class B member shall be entitled to three votes for each Lot or Dwelling Unit owned. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs first:

- (a) upon the sale of the last Lot owned by the Class B member in SPRINGBANK; or
- (b) whenever the Class B member elects to do so.

Section 5. POWER AND DUTIES OF THE HOMEOWNERS ASSOCIATION.

The Homeowners Association shall be responsible for the operation, maintenance, and repair of all property for which it has responsibility, including but not limited to the subdivision entrance monuments and landscaping located in interior street right-of-ways, easements, or any outlots in SPRINGBANK. The Homeowners Association shall be responsible for any fencing located on property conveyed to it or for which it is given responsibility, located in SPRINGBANK, including fencing in any subsequent Units and additional property. The fence installed in the landscape easements along perimeter streets is the responsibility of the Homeowners Association. The Homeowners Association shall mow, care for, remove rubbish, water, and plant grass, shrubs, trees, and/or flowers in and upon said right-of-ways, out lots and easements. The Homeowners Association shall also maintain, repair, clean and replace said subdivision entrance monuments, and any electrical systems and sprinkling systems for said right-of-ways, outlots and easements and other property for which it has responsibility.

The Homeowners Association shall have the right to suspend both the voting rights and use of the Aquatic and Recreation Center of any member for any period during which any assessment levied by the Homeowners Association against the member's Dwelling

Unit remains unpaid.

Section 6. MEETINGS. The initial meeting of the Class A voting members shall be held upon ten days written notice given by the Covenantor. Such written notice may be given at any time after at least fifty percent of the Dwelling Units on Lots are occupied in SPRINGBANK, but must not be given later than thirty days after eighty-five percent of the Dwelling Units on the Lots are occupied. Thereafter, there shall be an annual meeting of the voting members as provided in the Homeowners Association by-laws.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose.

Said meetings may be called by the president, the Board of Directors, or the voting members having, in the aggregate, not less than twenty-five percent of the total votes of the Homeowners Association. Special meeting shall be held as provided in the Homeowners Association by-laws.

The presence in person or by proxy at any meeting of the voting members having twenty five percent (25%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act, the articles of incorporation of the Homeowners Association, or the by-laws of the Homeowners Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

Section 7. BOARD OF DIRECTORS. A Board of Directors shall manage the affairs of the Homeowners Association. Covenantor shall appoint the Board of Directors until the Homeowners Association is turned over to the membership as provided in this Declaration. At the initial meeting of the voting members, a Board of Directors shall be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. The by-laws of the Homeowners Association shall set forth the general powers of the Board, the number, tenure, and qualification of directors, their term of office, manner of election and removal, and method of operation of the Board.

The voting members having at least sixty-six percent of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the terms of office of the Board members, provided that such number shall be not less than three and that the terms of at least one-third of the persons on the Board shall expire annually.

Members of the Board shall receive no compensation for their services unless expressly allowed by the Board at the direction of the voting members having sixty-six percent of the total votes.

The Board shall elect from among its members the following officers:

- (a) A president who shall preside over both its meeting and those of the voting members and who shall be the chief executive office of the Board.
- (b) One or more vice-presidents, one of whom shall assume the duties of the president if the president is unable to fulfill his or her duties.
- (c) A secretary who shall keep the minutes of all meeting of the Board and of the voting members and who shall perform all duties incident to the office of secretary.
- (d) A treasurer who shall keep the financial records and books of account.

The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the by-laws of the Homeowners Association.

The members of the Board and the officers thereof shall not be liable to the Homeowners Association for any mistake of judgment, acts, or omissions made in good faith and in a manner he or she reasonably believed to be in or at least not opposed to, the best interests of the Homeowners Association. The Homeowners Association shall indemnify and hold harmless the members of the Board and the officers thereof against any liability arising out of decisions, actions and omissions made by them in their capacity as board members of the Homeowners Association, except for gross negligence or willful misconduct.

In the event of any disagreement between any members of the Homeowners Association relating to the use or operation of the common property or any question or interpretation or application of the provisions of this Declaration or the by-laws of the Homeowners Association, the determination thereof by the Board shall be final and binding on each and all such members of the Homeowners Association.

Section 8. ACQUISITION OF INSURANCE COVERAGE. The Board of Directors shall obtain insurance coverage for any recreation facilities and common areas to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of the common areas and the insurance premiums shall be a common expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance policies shall be payable to, the Springbank Homeowners Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Homeowners Association shall not be invalidated by an act or neglect of any owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty days prior written notice

to the Homeowners Association. The insurance policies shall contain waivers of subrogation with respect to the Board, its employees, and agents, owners, members of their household and mortgagees, and, if available, shall contain a replacement clause endorsement.

The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable, and worker's compensation insurance, and other liability insurance as it may deem desirable, insuring each owner, the Homeowners Association, its officers, members of the Board, the Covenantor, and their respective employees and agents, if any, from liability in connection with any recreation facilities and the common areas and insuring the officers of the Homeowners Association and members of the Board from liability for good faith actions. The premium for such insurance shall be a common expense.

Section 9. SPRINGBANK AQUATIC AND RECREATION CENTER. Covenantor shall have the right to provide membership in the Springbank Aquatic and Recreation Center to persons not residing in SPRINGBANK at the sole discretion of the Covenantor for the benefit of the association. This right shall remain in full force and effect until the initial resident Board of Directors assumes the management responsibilities of the Homeowners Association from the Covenantor.

ARTICLE IV MAINTENANCE ASSESSMENTS FOR SPRINGBANK

Section 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Covenantor, for each lot owned by it in SPRINGBANK hereby covenants that each owner of a Dwelling Unit in SPRINGBANK by acceptance of deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay the Homeowners Association regular assessments or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the Lot or Dwelling Unit against which such assessment is made. Each such assessment, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the Dwelling Unit against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such Dwelling Unit at the time when the assessment fell due.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Homeowners Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of SPRINGBANK and in particular for the operation,

maintenance, and repair of any recreation facilities, Aquatic and Recreation Center, common areas, subdivision entrance monuments, and landscaping of detention and retention areas, and for the costs of insurance.

Section 3. BASIS OF REGULAR ASSESSMENTS.

- A. Detached Dwelling Units: Until the year beginning January 1, 2006, the regular assessments shall be \$125.00 annually per Dwelling Unit. From and after January 1, 2006, the regular assessment may be increased or decreased by a vote of the Board of Directors of the Homeowners Association, as hereinafter provided, for the next succeeding year and at the end of that year for each succeeding year. However, beginning with the year in which the Aquatic and Recreation Center is completed, the regular assessment will be increased based on a projected budget, but initially no higher than \$575 annually, and from and after the initial year the Aquatic and Recreation Center opens, the regular assessment may be increased or decreased by a vote of the Board of Directors of the Homeowners Association, as hereinafter provided, for the next succeeding year and at the end of that year for each succeeding year. The aforementioned assessment shall be due and payable annually on January 1st.
- B. Attached Dwelling Units: The owners of attached Dwelling Units are expected to be members of another owners association or subassociation besides the Homeowners Association, and owners of some attached Dwelling Units may be members of a different association or subassociation than owners of other attached Dwelling Units. Owners of attached Dwelling Units are expected to pay assessments to such other association(s) or subassociation(s) and shall have rights and obligations thereto, apart from and in addition to their assessments, rights and obligations to the Homeowners Association. In recognition of these and other circumstances, the regular and/or special assessments provided for in this Declaration may be applied on a prorated basis for the attached Dwelling Units. Therefore, owners of attached Dwelling Units may have a lower regular and/or special assessment to the Homeowners Association than owners of detached Dwelling Units, and in no event shall the amount of the regular and/or special assessment for attached Dwelling Units be higher than the amount of the regular and/or special assessment for detached Dwelling Units. The owners of the attached Dwelling Units also may be subject to a separate independent regular and/or special assessment by another Association.

The Board of Directors of the Homeowners Association may, at any time, after consideration of current maintenance costs and future needs of the Homeowners Association, fix the actual assessment for any year at an amount less than that previously

set for that year.

The Board of Directors may collect from the initial occupant of a home in SPRINGBANK a one-time charge of \$100.00 to be deposited in the Homeowners Association's accounts as a start-up fee and to be used by the Board of Directors as they see fit.

Section 4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the regular assessments authorized by Section 3 hereof, the Homeowners Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstructing, unexpected repair of, or replacement of, the subdivision entrance monuments, any recreational facilities, or landscaping or the Aquatic and Recreation Center, provided that any such assessment shall have the assent of sixty-six percent of the vote of all members of the Board of Directors.

Section 5. CHANGE IN BASIS OF REGULAR ASSESSMENTS. Subject to the limitation of Section 3 hereof, and for the periods therein specified, the Homeowners Association may change the maximum and basis of the regular assessment fixed by Section 3 hereof prospectively for any such annual period provided that any such change shall have the assent of two-thirds of the vote of the members of the Board of Directors, at a meeting duly called for this purpose.

Section 6. QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 4 AND 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be the presence in person at the meeting of the Board of Directors, of that number of directors having sixty-six percent of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 7. DATE OF COMMENCEMENT OF REGULAR ASSESSMENTS. The regular assessments provided for herein shall commence on the date (which shall be the first day of the month) fixed by the Board of Directors of the Homeowners Association to be the date of commencement.

Section 8. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors of the Homeowners Association shall fix the date of commencement and the amount of the assessment against each Dwelling Unit for each assessment period at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Homeowners Association shall upon demand at any time furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessments have been paid by said owner. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. EFFECT OF NON-PAYMENT OF AN ASSESSMENT. If any assessment is not paid on the date when due (being the date specified in Section 7 hereto), then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection, including reasonable attorney's fees thereof, as hereinafter provided, become a continuing lien on the lot or Dwelling Unit and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representatives, assigns, successors, and grantees and the limitation of the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. There shall be a late payment penalty of \$75.00 if the assessments are not paid within 30 days after written notice is given to the owner. This sum is in addition to the interest and cost of collection, as provided herein. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation to his successors in title unless expressly assumed by them. If title to a lot or Dwelling Unit is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot or Dwelling Unit is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee, delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois, and the Homeowners Association may bring an action at law against the owners personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorney's fees to be fixed by the court together with all costs of the action. The venue for all actions shall be in Will County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot or Dwelling Unit.

In the event that title to any lot or Dwelling Unit is held by or conveyed to a land trustee, the beneficiary or beneficiaries shall, upon the demand of the Homeowners Association, furnish a certified copy of the trust agreement.

Section 10. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein may for any reason be subordinated by the Homeowners

Association by written document executed by its duly authorized officers and shall, without any writing, be subordinate to the lien of first mortgages placed upon the properties subject to assessments hereunder provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

Section 11. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein:

- (a) all property to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
- (b) all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption;
- (c) all property or lots owned by the Covenantor;
- (d) all Lots not then improved with a Dwelling Unit for which an occupancy permit has been issued by the Village of Plainfield or on which a builder's model home is maintained.

ARTICLE V

MAINTENANCE AND REPAIR

Section 1. RESPONSIBILITY OF OWNER. Each owner of a Dwelling Unit in SPRINGBANK shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own Dwelling Unit (except as provided in a sub association Declaration) and keep same in good condition. In the event an owner fails to keep his Dwelling Unit in good condition, the Homeowners Association shall do any work necessary to put the Dwelling Unit in good condition. The Homeowners Association shall assess the owner of the Dwelling Unit for the cost of the work and impose a lien in accordance with Article IV Section 9. The owners of attached Dwelling Units may be subject to additional or different maintenance assessments and/or sub-association responsibilities.

Section 2. RESPONSIBILITY OF HOMEOWNERS ASSOCIATION. The Homeowners Association shall be responsible for the operation, maintenance, and repair of the subdivision entrance monuments and landscaping of entrances and cul-de-sac islands, recreational facilities, Aquatic and Recreation Center, and common areas in SPRINGBANK.

Section 3. LIABILITY FOR DAMAGE TO ASSOCIATION OWNED PROPERTY AND SUBDIVISION ENTRANCE MONUMENTS AND LANDSCAPING. Each owner in SPRINGBANK shall be liable for the expense of any maintenance, repair or replacement of any association owned buildings, equipment, recreational facilities, and landscaping as well as the subdivision entrance monuments and landscaping in SPRINGBANK rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents, or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Homeowners Association. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

Section 4. SSA RIGHTS. The Village of Plainfield has reserved the right to create or has created a Special Service Area ("SSA"), pursuant to 35 ILCS 200/27-5, over the SPRINGBANK property for the purpose of providing revenue for the cost of maintaining the private common areas, private detention ponds, perimeter landscaping features, and entrance signage in the event that the Association fails to properly maintain or repair such elements. This Section 4 may not be amended without the prior written consent signed by the Village of Plainfield after formal approval by its governing board.

ARTICLE VI

COVENANTOR'S RESERVED RIGHTS

Section 1. EASEMENTS. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements

which may hereafter be granted by the Covenantor.

The Covenantor shall have the right to designate and/or grant any and all easements, which in its sole discretion are deemed necessary for the development of SPRINGBANK. Said easements shall include but are not limited to easements over, above, or under any part of SPRINGBANK which may be granted to either any public utility, any private utility, or any governmental body, for the installation of electrical service, telephone conduit lines, gas pipes, sewer pipes, water supply system, or a storm drainage system, including a storm detention or retention basin serving any lot.

Section 2. ARCHITECTURAL REVIEW. The Covenantor shall have the right of architectural review of all buildings and structures to be erected in SPRINGBANK. *No metal (as defined herein) or stockade fences are permitted.* (See Article VII, Section 12, for fence restrictions and limitations.) Unacceptable metal fences are defined to be metal fences composed of wire mesh (or material commonly described as “cyclone”). Metal fences of other designs are subject to the approval of the Covenantor and/or Homeowners Association when such fences present an ornamental appearance consistent with the integrity of SPRINGBANK. No buildings or structures shall be commenced, nor shall any exterior additions, changes, or alterations be made, prior to written approval by the Covenantor. The right of architectural review shall remain with the Covenantor notwithstanding transfer of control of the Homeowners Association to the initial board of directors. Before commencing any work, the owner of the lot shall submit the following information to the Covenantor for architectural review:

- (a) Construction plans and specifications showing the nature, kind, shape, height, and materials of the building or structure; and
- (b) a plat or survey showing the location on the lot of the building or structure as surveyed by any surveyor specified by the Covenantor.

The Covenantor, shall have the right to reasonably refuse to approve any such construction it determines is not suitable or desirable for SPRINGBANK based on aesthetic considerations or other factors.

All plans, specifications, and other information shall be filed in the office of MAF DEVELOPMENTS, INC., Plainfield, Illinois, for approval or disapproval. A report in writing setting forth the decision of the Covenantor and the reason therefore shall thereafter be transmitted to the owner by the Covenantor within fifteen days after the date of filing the plans, specifications, and other information by the applicant. In the event the Covenantor fails to approve or to disapprove such application within 15 days after the date of filing the plans, specifications, and other information, its approval will not be required and this Section will be deemed to be complied with.

The rights and obligations of the Covenantor herein may be assigned, in whole or part, to the Springbank Homeowners Association at any time and shall automatically be

assigned to the Homeowners Association upon the occupancy by a homeowner on the last Dwelling Unit of SPRINGBANK not already so occupied.

Section 3. GENERAL RIGHTS RESERVED.

- (a) The Covenantor reserves to itself the right to execute all documents or undertake any actions affecting SPRINGBANK which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration. The Covenantor shall have the right to act as the managing agent for the Association and take a reasonable fee for such services or contract with a property management company to perform such services.
- (b) The Covenantor's reserved rights specifically includes the right to construct the Aquatic and Recreation Center in phases. If, in the sole opinion of the Covenantor, the aquatic facilities in the first phase of the Aquatic and Recreation Center are appropriate to serve the residents of Springbank, uses in future phases may be modified accordingly and may not include additional aquatic facilities. A concept depiction showing the area of the aquatic facilities that will be constructed is attached to the Declaration, as Exhibit C.
- (c) Until the Class A member elected Board of Directors takes office, the Covenantor, through the Association's Board of Directors, may authorize the expenditure of Association funds paid by the Property Owners pursuant to the terms of ARTICLE IV of the Declaration, for payment of expenses allowed under the Declaration and/or for improvements anywhere within the entire SPRINGBANK Community that will benefit the members of SPRINGBANK.

**ARTICLE VII
COVENANTS AND RESTRICTIONS RELATING TO
SPRINGBANK**

Section 1. No lots shall be used except for residential purposes. A trade, business, or commercial enterprise may be permitted or maintained in a Dwelling Unit, or a home occupation may be permitted, if the use of the Dwelling Unit is such that the average person (passerby) is not aware of its existence. The home occupation or business use is to be subordinate and incidental to the residential use. No signs regarding the home occupation, business, trade, or commercial use are permitted.

Section 2. All Dwelling Units constructed in SPRINGBANK Unit 1 shall be detached homes and shall provide at a minimum the following square footage of finished living quarters (specifically not including basement, garage, or patio areas) and shall conform to the following requirements:

LOTS: 1 through 215

- (a) One-story Dwelling Units 1,700 square feet.
- (b) Multi-story Dwelling Units 2,700 square feet.
- (c) Exteriors: All cedar, brick or any combination of brick and cedar. Soffit and fascia of other approved materials are acceptable. Aluminum or vinyl construction will be permitted, providing at least the front elevation is brick including returns, but excluding bays, dormers and alcoves. Cantilevers and recessed walls above the first floor need not be masonry, as determined at the discretion of the Covenantor. In exercising its discretion, the Covenantor may consider specialized masonry/siding designs, provided that the front elevation is at least 80% masonry. Dryvit homes are allowed but not in combination with siding. Soffit and fascia of other approved materials are acceptable.
- (d) Fireplaces shall be masonry, pre-fabricated, or direct vent.
- (e) All plans are subject to architectural review as provided in this Declaration.
- (f) Final grass shall be installed on all lots no later than nine (9) months from the date of the issuance of a temporary or final occupancy permit issued by the Village of Plainfield.

Section 3. All Dwelling Units constructed in SPRINGBANK Unit 2 shall be detached homes and shall provide at a minimum the following square footage of finished living quarters (specifically not including basement, garage, or patio areas) and shall conform to the following requirements:

LOTS: 216 through 349

- (a) One-story Dwelling Units 1,600 square feet.
- (b) Multi-story Dwelling Units 2,300 square feet.
- (c) Exteriors: All cedar, brick or any combination of brick and cedar. Soffit and fascia of other approved materials are acceptable. Aluminum or vinyl construction will be permitted, providing at least the front

elevation is brick including returns, but excluding bays, dormers and alcoves. Cantilevers and recessed walls above the first floor need not be masonry, as determined at the discretion of the Covenantor. In exercising its discretion, the Covenantor may consider specialized masonry/siding designs, provided that the front elevation is at least 50% masonry. Dryvit homes are allowed but not in combination with siding. Soffit and fascia of other approved materials are acceptable.

- (d) Fireplaces shall be masonry, pre-fabricated, or direct vent.
- (e) All plans are subject to architectural review as provided in this Declaration.
- (f) Final grass shall be installed on all lots no later than nine (9) months from the date of the issuance of a temporary or final occupancy permit issued by the Village of Plainfield.

Section 4. No camping trailers, boats, tractors, trucks, motorcycles, mobile homes, or other vehicles of any type are to be parked, stored or left unattended, permanently or temporarily, on any of the lots or Dwelling Units, except in the garages of the Dwelling Units; provided that the operable automobiles being used by the owners, occupants, and their invitees of the Dwelling Units may be parked on the owners' driveways and public streets as permitted by law.

Section 5. No bicycles, carriages, or other articles shall be stored or left visible on any lot or Dwelling Unit except when in use.

Section 6. No signs of any kind shall be displayed to the public view on any lot or Dwelling Unit except (a) one sign of not more than two square feet advertising the property for sale or rent or such other dimension approved by the Homeowners Association, and (b) any and all signs used by MAF, in connection with developing and advertising lots and Dwelling Units in SPRINGBANK.

Section 7. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or Dwelling Unit, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. No dog kennels of any type shall be kept or maintained on any of the lots or Dwelling Units and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the lots or Dwelling Units except inside the Dwelling Unit.

Section 8. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any of the lots, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste containers shall be stored, kept, or maintained anywhere except within the Dwelling Units or the garages on each of the lots or Dwelling Units, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 9. No drilling or mining operations of any type whatsoever shall be permitted upon or in any of the lots, nor shall any wells, tanks, tunnels, excavations or shafts be permitted upon or in any of the lots. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any of the lots.

Section 10. No exterior television antennas, radio antennas, or lights of any type whatsoever shall be erected or installed and maintained, temporarily or permanently, except such antennas or lights which shall be erected or installed as approved by the Covenantor or the Homeowners Association. All television satellite dishes may not exceed one (1) meter (approximately 39 inches) in diameter. Satellite dishes attached to a home should be located in the rear of the home if at all possible. All satellite dishes should be located for minimal visibility from the street. All television satellite dishes and their location must be approved by the Covenantor or Homeowners Association prior to installation. All approvals shall be in writing.

Section 11. No above ground swimming pools shall be erected, placed, or maintained upon any of the lots or Dwelling Units. All in ground pools must be approved by the Covenantor.

Section 12. No cyclone or stockade fences shall be erected on any lot or Dwelling Unit, except those fences erected by the Covenantor for the benefit of the Association. All fences shall have a maximum height limitation of five feet except where required by local municipal ordinances to be higher. All fences must be approved by the Covenantor and these restrictions shall not apply to those fences erected by the Covenantor.

Section 13. All structures to be erected shall comply with all government regulations, including zoning and building codes and must be approved by the Covenantor. No shed or storage structure will be approved.

Section 14. There shall be a private easement of ingress and egress for the benefit of the owners and occupants of the lots and the Dwelling Units and their invitees over that portion of the lots and Dwelling Units where designated on the recorded plat of subdivision for SPRINGBANK.

Section 15. All easements created herein shall be subject to all public utility

easements heretofore or hereafter granted.

ARTICLE VIII **AMENDMENTS**

Section 1. AMENDMENT. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by owners having at least sixty-six percent of the total vote, and certified by the secretary of the Board of Directors, provided, however, that all lien holders of record have been notified either by personal service or mailing by certified mail of such change, modification, or rescission, and an affidavit by said secretary certifying to same as a part of such instrument.

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

The Covenantor shall have the right to amend this Declaration without complying with Article VIII, Section 1, of the Declaration.

Section 3. NOTICE OF AMENDMENT. The change, modification, or rescission accomplished under the provisions of sections 1 and 2 shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of Will County, Illinois.

ARTICLE IX **GENERAL PROVISIONS**

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the owners of the lots and Dwelling Units in SPRINGBANK full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowners Association, or the owner of any lot or Dwelling Unit subject to this Declaration, their respective legal representative, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded, after which time covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots and Dwelling Units has been recorded agreeing to change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot and Dwelling Unit owner at least ninety days in advance of any action taken.

Section 2. NOTICES. Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed postage prepaid to the last known address of the person who appears as the owner on the records of the Homeowners Association at the time of such mailing.

Section 3. RIGHTS AND OBLIGATIONS. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a fine community.

Section 5. COVENANT TO ABIDE BY THIS DECLARATION. The Covenantor covenants to abide by each and every covenant and restriction set forth herein and agrees that all conveyances shall be subject to this declaration as though each and every provision herein was set forth in each and every deed or document affecting title to its property.

Section 6. LOT OWNERSHIP IN TRUST. In the event title to any lot or Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation, and control of the lot or Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries there under from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot or Dwelling Unit ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot or Dwelling Unit ownership.

Section 7. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Covenantor, the Homeowners Association, or any owner of a Lot or Dwelling Unit in SPRINGBANK to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

The fees, expenses and costs of the prevailing party in any action brought to enforce the provisions of this Declaration, including litigation expenses, title reports and attorney's fees, shall be paid by the non-prevailing party or parties, and any judgment or decree shall provide for payment of these fees, expenses and costs.

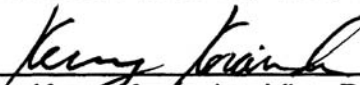
Section 8. SEVERABILITY. Invalidation of any one of these covenants, or restrictions by judgment or Court Order shall in no way affect any other provisions which shall remain in full force and effect.

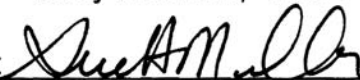
Section 9. LIMITATION OF LIABILITY. The Covenantor hereby expressly modifies and abrogates any common law, contractual, or statutory duties to properly fund a reserve account for the Homeowners Association. Assessments may be limited to assessments that are only necessary to meet the actual expenses of the Homeowners Association and need not include amounts for capital expenditures, reserve accounts, repair items or inventory items to the extent attributable to subsequent periods.

In addition to, and without waiving or modifying, the above abrogation of liability, MAF also shall not be liable to the Springbank Homeowners Association, any other association or sub association referred to in this Declaration, any property manager of property subject to this Declaration, or any owners(s) of property subject to this Declaration, for any other acts or omissions of any nature whatsoever, as Covenantor or as developer, except for conduct found by a court to constitute actual fraud. MAF shall not be liable for constructive fraud.

IN WITNESS WHEREOF, MAF DEVELOPMENTS, INC. hereto has caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed and to affix its corporate seal on this 7th day of September, 2005.

MAF DEVELOPMENTS, INC., an Illinois corporation

By: 
Kerry Koranda, Vice President

Attest: 
Sue Miller, Assistant Secretary

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 Kerry Koranda, personally known to be the Assistant Vice President of MAF DEVELOPMENTS, INC., and Illinois Corporation, and Sue Miller, personally known to be to be the Assistant Secretary of said corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Assistant Vice President and Assistant Secretary, they signed and delivered the said instrument 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 6th day of October, 2005.



Notary Public

My Commission Expires: 7-20-09



EXHIBIT A

SPRINGBANK OF PLAINFIELD - UNIT 1 DESCRIPTION:

LOTS 1 THROUGH 215 AND PARCELS (OUTLOTS) 3,4,5 AND 19 IN SPRINGBANK OF PLAINFIELD-UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 20 AND PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 2005 AS DOCUMENT R2005-174863, IN WILL COUNTY, ILLINOIS.

PIN 03-20-100-002; 03-20-300-003; 03-20-300-005; 03-20-300-006;
03-29-100-004& 03-29-100-005

COMMONLY KNOWN AS VACANT LAND SOUTH OF OLD DRAUDEN ROAD AND THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS

SPRINGBANK OF PLAINFIELD - UNIT 2 DESCRIPTION:

LOTS 216 THROUGH 349 AND PARCELS (OUTLOTS) 6,7,11,12,13,14,15,16,17 AND 18 IN SPRINGBANK OF PLAINFIELD-UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 2005 AS DOCUMENT R2005-174864, IN WILL COUNTY, ILLINOIS.

PIN 03-20-100-002; 03-20-200-022 AND 03-20-200-024

COMMONLY KNOWN AS VACANT LAND SOUTHWEST OF RENWICK ROAD AND THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS

EXHIBIT B

Parcel 1 (Foster-308.716 ac.):

That part of fractional Section 19, lying North and West of said Indian Boundary Line, described as follows: Beginning 11.06 chains East and 14.29 chains South of the Northwest corner of said Section 19, at a stone as a point of beginning; thence South 25.88 chains to a stone; thence East 18.80 chains to a stone on the Indian Boundary Line; thence Northeasterly on said Indian Boundary Line 35.09 chains to a stone; thence West 42.64 chains to the point of beginning, in Township 36 North, and in Range 9, East of the Third Principal Meridian, in Will County, Illinois.

PIN: 03-19-100-003

The Northwest 1/4 of the Southeast 1/4 of said fractional Section 19, in Township 36 North, and in Range 9, East of the Third Principal Meridian, in Will County, Illinois.

PIN: 03-19-400-001

The Southwest fractional Quarter of said Section 19, lying North and South of said Indian Boundary Line, in Township 36 North, and in Range 9, East of the Third Principal Meridian, in Will County, Illinois.

PIN: 03-19-300-001

The Southwest 1/4 of the Southeast fractional Quarter of Section 19, in Township 36 North, and in Range 9, East of the Third Principal Meridian, all in Will County, Illinois.

PIN: 03-19-400-002

That part of the Southeast 1/4 of the Southeast 1/4 of Section 24, in Township 36 North, and in Range 8 East of the Third Principal Meridian, lying Northerly of the Indian Boundary Line in the Township of Na-Au-Say, Kendall County, Illinois.

PIN: 06-24-400-003

Commonly known as: Vacant land Northwest and Southeast of Old Indian Boundary Road, Plainfield, Illinois

Parcel 2 (Polley-80.036ac.):

The East Half of the Southeast Quarter of Section 19, Township 36 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois.

PIN: 03-19-400-003

Commonly known as: Vacant land Southeast of Old Indian Boundary Road and Wheeler Road, Plainfield, Illinois

Parcel 3 (Policandriotes-116.027ac.):

The East 1/2 of the Northwest Quarter of Section 20, Township 36 North, Range 9, East of the Third Principal Meridian, in Will County, Illinois, excepting therefrom that part thereof lying within the right-of-way of the Elgin, Joliet and Eastern Railroad.

PIN: 03-20-100-002

That part of the East 1/2 of the Northeast Quarter of Section 20, Township 36 North, Range 9, East of the Third Principal Meridian, lying West of the East bank of the DuPage River and lying South of the North 984.72 feet of said East 1/2, in Will County, Illinois.

PIN: 03-20-200-023 (part)

That part of the West 1/2 of the Northeast Quarter of Section 20, Township 36 North, Range 9, East of the Third Principal Meridian, lying Southeasterly of the Easterly right-of-way line of the Elgin, Joliet and Eastern Railroad and lying West of the East bank of the DuPage River, in Will County, Illinois.

PIN: 03-20-200-023 (part)

Commonly known as: Vacant land Southwest and Southeast of Renwick Road and Drauden Road, Plainfield, Illinois

Parcel 4 (Policandriotes-23.032ac.):

That part of the Northeast Quarter of Section 20, Township 36 North, Range 9, East of the Third Principal Meridian, Will County, Illinois, lying Northwesterly of the Westerly right-of-way line of the Elgin, Joliet and Eastern Railroad and Southwesterly of the center of the existing road; excepting therefrom that part described as beginning at the Northwest corner of the said Northeast 3; thence South 89 degrees 40 minutes 04 seconds East along the North line of the said Northeast 3, 947.94 feet; thence South 46 degrees 12 minutes 27 seconds East 37.99 feet to the point of beginning, said point being in the center of an existing road; thence South 46 degrees 12 minutes 27 seconds East along the said center of the said road, 417.85 feet to the Westerly right-of-way line of the Elgin, Joliet and Eastern Railroad; thence South 45 degrees 28 minutes 43 seconds West along the said Westerly right-of-way line, 478.07 feet; thence North 56 degrees 16 minutes 53 seconds West 18.79 feet; thence North 27 degrees 12 minutes 57 seconds East 53.77 feet; thence North 10 degrees 10 minutes 56 seconds East 46.60 feet; thence North 00 degrees 19 minutes 20 seconds East 207.97 feet; thence North 12 degrees 18 minutes 43 seconds East 199.38 feet; thence North 8 degrees 01 minutes 46 seconds West 44.23 feet; thence North 38 degrees 43 minutes 43 seconds West 43.80 feet; thence North 16 degrees 47 minutes 33 seconds East 41.30 feet to the point of beginning; ALSO excepting therefrom that part described as beginning at the intersection of the West line of the said Northeast 3 with the Westerly right-of-way line of the Elgin, Joliet and Eastern Railroad; thence North along the said West line of the Northeast 3, 400.00 feet; thence South 67 degrees 15 minutes 39 seconds East 309.23 feet to the said Westerly right-of-way line of the Railroad; thence South 45 degrees 28 minutes 43 seconds West along the said Westerly right-of-way line of the Railroad, 400.00 feet to the point of beginning.

PIN: 03-20-200-024

Commonly known as: Vacant land Southeast of Renwick Road and Drauden Road, Plainfield, Illinois

Parcel 5 (Chapman-15.00ac.):

That part of the Northwest 1/4 of Section 29 and the Southwest 1/4 of Section 20, all in Township 36 North, Range 9, East of the Third Principal Meridian, described as follows: Beginning at the Southeast corner of the said Southwest 1/4 of Section 20; thence North along the East line of the said Southwest 1/4, 497.36 feet; thence West along a line forming a right angle with the last

described line, 765.06 feet; thence South along a line forming a right angle with the last described line, 854.00 feet; thence East along a line forming a right angle with the last described line, 765.31 feet to the East line of the said Northwest 1/4 of Section 29; thence Northerly along the said line of the Northwest 1/4 of Section 29, 356.64 feet to the point of beginning, in Plainfield Township, Will County, Illinois.

PIN: 03-20-300-005
03-20-300-006
03-29-100-005

Commonly known as: Vacant land commonly known as 16700 South Drauden Road, Plainfield, Illinois

Parcel 6 (Mueller-234.777ac.):

The North 5/8 of the Northwest 1/4 of Section 29 and the Southwest 1/4 of Section 20, all in Township 36 North, Range 9, East of the Third Principal Meridian, Plainfield Township, Will County, Illinois, excepting therefrom the right-of-way of the Gardner, Coal City and Northern Railway Company, now Elgin, Joliet and Eastern Railway Company; also excepting therefrom that part described as follows: Beginning at the Southeast corner of the said Southwest 1/4 of Section 20, thence North along the East line of the said Southwest 1/4, 497.36 feet, thence West along a line forming a right angle with the last described line, 765.06 feet, thence South along a line forming a right angle with the last described line, 854.00 feet, thence East along a line forming a right angle with the last described line, 765.31 feet to the East line of the said Northwest 1/4 of Section 29, thence Northerly along the said East line of the Northwest 1/4 of Section 29, 356.64 feet to the point of beginning.

PIN: 03-20-300-003; 03-29-100-004

Commonly known as: Vacant land West of Drauden Road, Plainfield, Illinois

Parcel 7 (Marilyn Gehrke-116.627ac.):

The South three-eighths of the Northwest 1/4 of Section 29 and also the North three-eighths of the Southwest 1/4 of said Section 29, excepting therefrom those parts thereof conveyed to the Gardner, Coal City and Northern Railway Company, (Now Elgin, Joliet and Eastern Railroad) and also excepting therefrom that part of the

land, if any, lying south of the north line of Brookside Subdivision Phase 1 recorded as Document No.R95-75244, all located in Township 36 North, Range 9 EP, in Will County, Illinois

PIN NO: 03-29-100-002; 03-29-300-001

Commonly known as: Vacant land West of Drauden Road, Planfield, Illinois

Parcel 8 (Gehrke Farms L.P.-49.638ac.):

That part of the Southeast Quarter of Section 20, Township 36 North, Range 9 East of the Third Principal Meridian, lying West of the Westerly Line of the Resubdivision of Lots 11 and 12 in Pine Cone Woods, being a Subdivision of part of the Southeast $\frac{1}{4}$ of Section 20, Township 36 North, Range 9 East of the Third Principal Meridian, according to the Plat thereof recorded July 30, 2001 as Document Number R2001-98310, said Westerly Line also being coincident with the Center Line of the DuPage River, and lying South of the following described Line; Commencing at the Southwest Corner of the Southeast $\frac{1}{4}$ of said Section 20; thence North 01 degrees 55 minutes 08 seconds West, along the West Line of said Southeast $\frac{1}{4}$, 1425.67 feet to the South Line of the North 1185.50 feet of said Southeast $\frac{1}{4}$ (as monumented and occupied), for a Point of Beginning; thence North 88 degrees 40 minutes 53 seconds East, 996.42 feet, along said South Line of the North 1185.50 feet of said Southeast $\frac{1}{4}$ (as monumented and occupied), to the Westerly Line of said Resubdivision of Lots 11 and 12 in Pine Cone Woods, for the terminus of said line (excepting therefrom the West 238.00 feet of the North 148.00 feet), in Will County, Illinois.

PIN: 03-20-400-014(part)

Commonly known as: Vacant land East of Drauden Road, Plainfield, Illinois

Parcel 9 (Olsen-1.31ac.):

That part of the Northeast Quarter of Section 20, Township 36 North, Range 9, East of the Third Principal Meridian, Plainfield Township, described as follows: Beginning at the intersection of the West Line of the said Northeast Quarter with the Westerly right-of-way of the Elgin, Joliet and Eastern Railroad, thence North along the said West Line of the Northeast Quarter, 400.00 feet; thence South 67 degrees 15 minutes 39 seconds East 309.23 feet to the said Westerly right-of-way line of the railroad; thence

South 45 degrees 28 minutes 43 seconds West along the said Westerly right-of-way line of the railroad, 400.00 feet to the Point of Beginning in Will County, Illinois.

PIN: 03-20-200-022

Commonly known as: 15929 Drauden Road, Plainfield, Illinois 60544

(EXCEPTING FROM THE ABOVE PARCELS 1, 2, 3, 4, 5, 6, 7, 8 and 9, THAT PART THEREOF FALLING WITHIN SPRINGBANK OF PLAINFIELD UNITS 1 and 2, DESCRIBED AS FOLLOWS:

LOTS 1 THROUGH 215 AND PARCELS(OUTLOTS) 3,4,5 AND 19 IN SPRINGBANK OF PLAINFIELD-UNIT 1, BEING A SUBDIVISION OF PART OF SECTION 20 AND PART OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 2005 AS DOCUMENT R2005174863, IN WILL COUNTY, ILLINOIS.

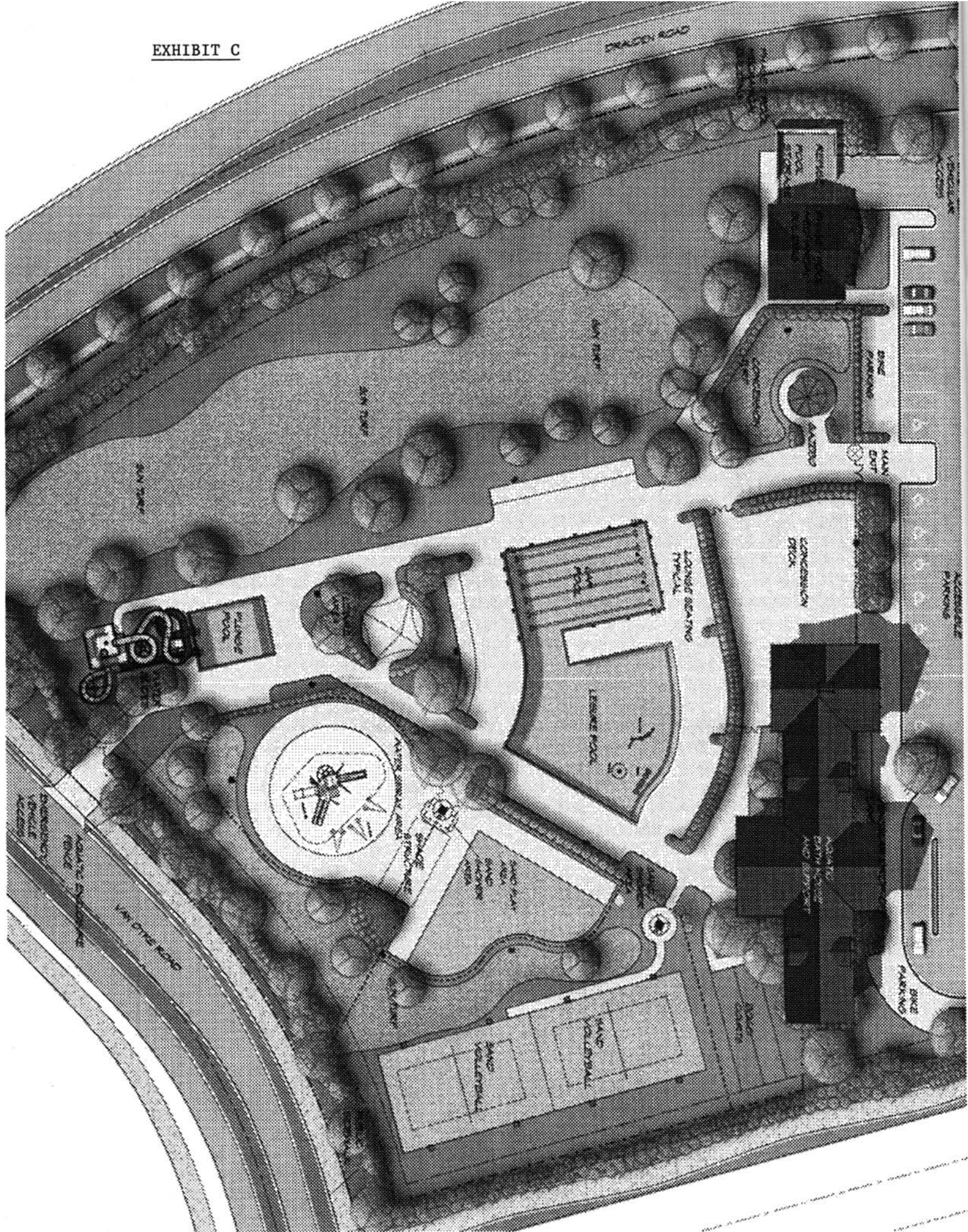
PIN 03-20-100-002; 03-20-300-003; 03-20-300-005; 03-20-300-006;
03-29-100-004& 03-29-100-005

COMMONLY KNOWN AS VACANT LAND SOUTH OF OLD DRAUDEN ROAD AND THE EJ&E RIGHT OF WAY

LOTS 216 THROUGH 349 AND PARCELS(OUTLOTS) 6,7,11,12,13,14,15,16,17 AND 18 IN SPRINGBANK OF PLAINFIELD-UNIT 2, BEING A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 6, 2005 AS DOCUMENT R2005174864, IN WILL COUNTY, ILLINOIS.

PIN 03-20-100-002; 03-20-200-022 AND 03-20-200-024

COMMONLY KNOWN AS VACANT LAND SOUTHWEST OF RENWICK ROAD AND THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS.



LAURIE MCPHILLIPS 5P R 2006067498
Will County Recorder Page 1 of 5

PC2 Date 04/25/2006 Time 11:25:55
Recording Fees: 25.75
IL Rental Hsng Support Prog: 10.00

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR SPRINGBANK**

This Instrument Was Prepared By and Mail To:

**MAF Developments, Inc.
607 Chicago Street, Suite 101
Plainfield, Illinois 60544
(815) 577-3800**

**FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR SPRINGBANK**

This instrument is the First Amendment to the Declarations of Covenants, Restrictions, Easements, Charges and Liens for Springbank (hereinafter "Declaration") recorded November 8, 2005, as Document No. R2005-196022 in the Office of the Recorder of Deeds of Will County, Illinois made by MAF Developments, Inc., an Illinois corporation (hereinafter "Covenantor").

W I T N E S S E T H

WHEREAS, the Covenantor is or was the owner of the real property commonly known as Springbank and legally described in Exhibit A of the Declaration and which legal description is incorporated herein by reference, (hereinafter "Springbank"); and

WHEREAS, the Covenantor has the reserved right to amend the Declaration in Article VIII, Section 2 of the Declaration; and

WHEREAS, the Covenantor has determined to add additional property to Springbank and clarify certain provisions of the Declaration.

NOW, THEREFORE, by the proper recordation of this instrument, the Declaration is hereby amended as follows:

1. Exhibit A of the Declaration shall be amended by adding the real property of Exhibit "A" attached hereto (hereinafter "Additional Property") as part of Springbank. The Additional Property shall be subject to the terms and provisions of the Declaration and shall be held, transferred, sold, conveyed and occupied subject to the Declaration. The Additional Property shall be known as Springbank Unit 3 and, in all respects, all of the provisions of the Declaration shall apply to the Additional Property and to the owners thereof with equal meaning and of like force and effect as to the property and owners described in the aforesaid Declaration and all amendments thereto.
2. Article VII, Section 2(b) shall be amended by changing the provision to read: "Multi-story Dwelling Units 2,800 square feet."
3. The Declaration shall be amended by adding a new Article VII, Section 3-3 after the existing Section 3 and before the existing Section 4 as follows:

"Section 3-3. All Dwelling Units constructed in SPRINGBANK Unit 3 shall be single family detached homes and shall provide at a minimum the following square footage of finished living quarters (specifically not including basement, garage, or patio areas) and shall conform to the following requirements:


LOTS: 350 through 596

- (a) **One-story dwelling units 1,700 square feet.**
- (b) **Multi-story dwelling units 2,800 square feet.**
- (c) **Exteriors: All cedar, brick or any combination of brick and cedar. Soffit and fascia of other approved materials are acceptable. Aluminum or vinyl construction will be permitted, providing at least the front elevation is brick including returns, but excluding bays, dormers and alcoves. Cantilevers and recessed walls above the first floor need not be masonry, as determined at the discretion of the Covenantor. In exercising its discretion, the Covenantor may consider specialized masonry/siding designs, provided that the front elevation is at least 80% masonry. Dryvit homes are allowed but not in combination with siding. Soffit and fascia of other approved materials are acceptable. All shingles shall be architectural grade type. Architectural shingles are defined as laminated shingles that have a dimensional appearance, at least a 25-year warranty, and a minimum rating of 250 lbs per square. Any shingles that do not fulfill ALL requirements noted above must be presented to the Covenantor for approval.**
- (d) **All plans must be approved by the Architectural Committee.**
- (e) **Final grass shall be installed on all lots no later than nine (9) months from the date of the issuance of a temporary or final occupancy permit issued by the Village of Plainfield."**

In all other respects, the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 21st day of April, 2006.

By: **MAP DEVELOPMENTS, INC., an Illinois Corporation**

By: 
Its: President

ATTEST:
By: 
Its: Asst. Secretary

STATE OF ILLINOIS
COUNTY OF DUPAGE

)
) SS
)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that William G. Haider, personally known to be the President of MAF DEVELOPMENTS, INC., and Illinois Corporation, and Sue Miller, personally known to be the Assistant Secretary of said corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such President and Assistant Secretary, they signed and delivered the said instrument 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 21st day of April, 2006.



Notary Public

My Commission Expires: 4/06/07



EXHIBIT A

SPRINGBANK OF PLAINFIELD - UNIT 3 DESCRIPTION:

LOTS 350 THROUGH 596 AND PARCELS(OUTLOTS) 21, 22, 23, 24, 25 AND 26 IN SPRINGBANK OF PLAINFIELD-UNIT 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER SECTION 20 AND PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2006 AS DOCUMENT R2006-06747 IN WILL COUNTY, ILLINOIS.

PIN 03-20-300-007; 03-20-300-008; 03-29-100-002; 03-29-100-005;
03-29-100-007; 03-29-100-008 AND 03-29-300-001

COMMONLY KNOWN AS VACANT LAND WEST OF DRAUDEN ROAD AND THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS.

COPY

93694WL

SECOND AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS, EASEMENTS, CHARGES, AND LIENS FOR SPRINGBANK

LAURIE MCPHILLIPS 4P R 2007006613
Will County Recorder Page 1 of 4

DET Date 01/10/2007 Time 10:09:56
Recording Fees: 24.75
IL Rental Hsng Support Prog: 10.00

CHICAGO TITLE INSURANCE CO.

This Instrument Was Prepared By and Mail To:
MAF Developments, Inc.
607 Chicago Street, Suite 101
Plainfield, Illinois 60544
(815) 577-3800

**SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS, CHARGES, AND LIENS FOR SPRINGBANK**

This instrument is the Second Amendment to the Declarations of Covenants, Restrictions, Easements, Charges and Liens for Springbank recorded November 8, 2005, as Document No. R2005-196022, and First Amendment thereto recorded April 25, 2006, as Document No. R2006-067498 (hereinafter collectively "Declaration"), in the Office of the Recorder of Deeds of Will County, Illinois made by MAF Developments, Inc., an Illinois corporation (hereinafter "Covenantor").

W I T N E S S E T H

WHEREAS, the Covenantor is or was the owner of the real property commonly known as Springbank and legally described in Exhibit "A" of the Declaration and which legal description is incorporated herein by reference, (hereinafter "Springbank"); and

WHEREAS, the Covenantor has the reserved right to amend the Declaration in Article VIII, Section 2 of the Declaration; and


WHEREAS, the Covenantor has determined that due to a scrivener's error certain property was incorrectly included in Springbank and should be removed.

NOW, THEREFORE, by the proper recordation of this instrument, the Declaration is hereby amended as follows:

1. Exhibit A of the Declaration shall be amended by deleting the real property of Exhibit "A" attached hereto (hereinafter "Deleted Property") as part of Springbank. The Deleted Property shall not be subject to the terms and provisions of the Declaration and shall not be held, transferred, sold, conveyed and occupied subject to the Declaration.
2. In all other respects, the terms and provisions of the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this instrument this 12th day of December, 2006.

MAF DEVELOPMENTS, INC., an Illinois Corporation

By: 
Kerry Koranda, Vice-President

ATTEST

By: 
Its: _____

STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Kerry Koranda, personally known to be the Vice-President of MAF DEVELOPMENTS, INC., an Illinois Corporation, and Beth Jados personally known to be to be the Asst. Secretary said corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledge that as such Officers, they signed and delivered the said instrument 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 12TH day of December, 2006.

Diane M. Robison

Notary Public

My Commission Expires:

4/4/09



EXHIBIT "A"

PARCELS (OUTLOTS) 23, 24, 25 AND 26 IN SPRINGBANK OF PLAINFIELD-UNIT 3, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER SECTION 20 AND PART OF THE WEST HALF OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 25, 2006 AS DOCUMENT R2006-067497, IN WILL COUNTY, ILLINOIS.

PIN 03-20-300-010; 03-29-100-009; 03-29-100-010 AND 03-29-100-007

COMMONLY KNOWN AS VACANT LAND WEST OF DRAUDEN ROAD AND EAST OF THE EJ&E RIGHT OF WAY, PLAINFIELD, ILLINOIS.