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DECLARATION OF
RESIDENTIAL COVENANTS,
CONDITIONS AND
RESTRICTIONS FOR THE
FOUNTAINS OF SUNSET
TO

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MADISON COUNTY
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**DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS
AND RESTRICTIONS FOR THE FOUNTAINS OF SUNSET**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FOUNTAINS OF SUNSET is made as of the 21st day of February, 2001, by THE FOUNTAINS OF SUNSET LLC, an Illinois limited liability company.

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real property in Madison County, Illinois, and desires to create thereon a planned unit development community to be known as "The Fountains of Sunset" with open spaces, walkways and the common facilities for the benefit of said community; and

WHEREAS, the subdivision plat of The Fountains of Sunset has been recorded in the Office of the Madison County, Illinois, Recorder of Deeds in Plat Book Volume PC 62, Page 114, and is designated as The Fountains of Sunset; and

WHEREAS, Declarant desires to ensure the attractiveness of the development and to preserve, protect and enhance the values and amenities of said property by the adoption of a sound urban environmental plan and set of covenants, conditions and restrictions to govern said property, and to provide for the maintenance of the Common Ground(s); and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which the Common Ground(s) should be conveyed, and which should have the powers of maintaining and administering the Common Ground(s) and administering and enforcing the covenants,

conditions and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has caused to be incorporated under the laws of the State of Illinois, The Fountains of Sunset Homeowners Association, an Illinois not-for-profit corporation, for the purpose of exercising the functions aforesaid, and The Fountains of Sunset Homeowners Association joins in the execution of this Declaration and its execution of this Declaration is intended to indicate its consent; and

WHEREAS, there have been and will be designated, established and recited on a recorded plat or by other appropriate recorded instruments of the Subdivision, easements which are for the exclusive use and benefit of the Owners of the Lots shown and to be shown on the Subdivision Plat, and some of these easements may now or may hereafter be dedicated to public bodies and agencies; and

WHEREAS, it is the purpose of this Declaration to provide a plan for maintaining the Common Ground(s); and to provide certain architectural and design controls of structures; and certain use restrictions, all for the benefit of the Owners, their heirs, successors, and assigns and the subsequent Owners, being principally the purchasers of Lots in the Subdivision, so that the Subdivision will have desirable features; and

WHEREAS, the Declarant now creates and establishes the following Declaration of Covenants, Conditions and Restrictions for The Fountains of Sunset, which is to be binding on the land of the Subdivision as it may exist at the time of the recording of this Declaration and as the Subdivision may be later augmented by future recorded plats; and

WHEREAS, Declarant hereby declares that all of the Lots described as The Fountains of Sunset shall be held, sold and conveyed subject to the covenants, conditions and restrictions stated below, all to which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. These covenants, conditions and restrictions shall run with the Property, and shall be binding on all parties, their heirs, successors, and assigns, regardless of what title or interest they may have in the Property or any part of the Property, and shall inure to the benefit of each Owner.

NOW, THEREFORE, the Declarant declares that the property described as The Fountains of Sunset and such additions thereto as may hereafter be made pursuant to these covenants, conditions and restrictions is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I **DEFINITION OF TERMS**

Section 1.1. Definitions. The following words when used in this Declaration, unless the context shall clearly indicate a different meaning, shall have the following meanings:

Section 1.1.1. "The Fountains of Sunset" shall mean and refer to the subdivision.

Section 1.1.2. "Architectural Control Committee" shall mean the committee responsible for architectural and environmental compliance and restrictions for the Property as described in ARTICLE XIII of this Declaration. Architectural Control Committee shall apply either to the aforesaid Committee or the Board of Directors, whichever is acting as same at the time.

Section 1.1.3. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association.

Section 1.1.4. "Association" shall mean and refer to The Fountains of Sunset Homeowners Association, an Illinois not-for-profit corporation, and its successors and assigns, which was created by the Declarant.

Section 1.1.5. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 1.1.6. "Boarder" shall mean a person who is not a member of the immediate family of the Lot Owner or principal occupant of a dwelling (with the exception of parents or foreign exchange students) but who resides therein and pays rent or remuneration in kind to the Lot Owner or principal occupant.

Section 1.1.7. "By-laws" shall mean and refer to the by-laws of the Association.

Section 1.1.8. "Common Ground(s)" shall mean and refer to those areas of land, common walking trails, retention basins and ponds, certain storm sewers, lakes, entrance monument, landscaping, plantings, lawn care and other common facilities, owned by the Association and intended to be devoted to the common and non-exclusive use and enjoyment of the Members of the Association.

Section 1.1.9. "Declarant" means The Fountains of Sunset LLC, an Illinois limited liability company and its successors and assigns.

Section 1.1.10. "Declaration" shall mean and refer to this Declaration of Residential Covenants, Conditions and Restrictions for The Fountains of Sunset.

Section 1.1.11. "Easement Property" shall mean that certain property designated as easements on the Subdivision Plat.

Section 1.1.12. "Living Unit" shall mean and refer to any portion of a building on the Property designed and intended for independent residential use.

Section 1.1.13. "Lot" shall mean and refer to any plot of land shown on any final recorded subdivision plat of the Property with the exception of Common Ground(s) as herein defined.

Section 1.1.14. "Member" or "Members" shall mean and refer to all those Owners who are Members of the Association as defined in Article IV Section 4.1 of this Declaration. For the purpose of this Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more Lots.

Section 1.1.15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot situated upon the Property but shall not mean or refer to the holder of a security interest in any Lot unless and until such security interest holder has acquired title pursuant to foreclosure or any lawful proceeding in lieu of foreclosure.

Section 1.1.16. "Property" shall mean and refer to all real property described in the Subdivision, and a legal description of which real property is attached hereto and incorporated herein as Exhibit A. Property shall also include such additions to the real property of the Subdivision as may later be annexed thereto in accordance with the provisions of this Declaration. When such additions are made in accordance with the provisions of this Declaration, Exhibit A shall be deemed to include the legal descriptions of such additional real property without the requirement of recording the additional legal descriptions to amend Exhibit A.

Section 1.1.17. "Rules and Regulations" are those rules and regulations established by the Association through its Board of Directors that may from time to time be adopted regarding the use and occupancy of the Lots and the activities of occupants of the Living Units and further described in Article III Section 3.2 of this Declaration.

Section 1.1.18. "Subdivision" shall mean and refer to the subdivision known as The Fountains of Sunset as shown on the Subdivision Plat.

Section 1.1.19. "Subdivision Plat" shall mean and refer to the subdivision plat of The Fountains of Sunset, recorded in the Office of the Madison County, Illinois Recorder of Deeds in Plat Book Volume PC 62, Page 114.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION;
EXISTING AND ADDITIONS

Section 2.1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in Madison County, Illinois, and is more particularly described on the Subdivision Plat referencing this Declaration.

Section 2.2. Additions to Existing Property. The Declarant, in its sole discretion, may from time-to-time add to the Property subject to these covenants, conditions and restrictions such land as is now owned or hereafter owned or approved for addition by the Declarant. Declarant, however, shall be under no obligation to add to the Property if it determines, in its sole judgment, that said addition is not in the best interests of the Property.

Section 2.2.1. The additions authorized under this Article II of this Declaration shall be made by executing and filing of record in Madison County, Illinois, an instrument or plat executed by Declarant which shall extend this Declaration to such additional properties. Said instrument may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties that is not inconsistent with the scheme and intent of this Declaration, and may limit the availability of the Common Ground(s), or portions thereof, including the prohibition of use thereof, to such added properties, subject to the limitation of applicable zoning and subdivision ordinances.

Section 2.3. Change in Subdivision Plat. Declarant may be required to resubdivide the Property in order to achieve the overall plan for The Fountains of Sunset as described in this Declaration or to effect other aspects of the development of the Subdivision. Declarant shall have no liability to the Association, the Owners or any other party of interest as a result of such changes in the Property, it being understood by all parties that such resubdivision may be necessary in order to carry out the plan for The Fountains of Sunset as described in this Declaration.

ARTICLE III
PERSONS SUBJECT TO DECLARATION AND TO RULES AND
REGULATIONS

Section 3.1. Declaration. All Lot Owners, tenants, trustees, trust beneficiaries, deed of trust beneficiaries, mortgagees, guests, and occupants of Lots or Living Units shall comply with this Declaration. The acceptance of a deed, the exercise of any indicia of ownership, the entering into a lease, the acceptance of a mortgage or deed of trust, or the entering into occupancy of a Lot or Living Unit constitutes the agreement that the provisions of this Declaration are accepted and ratified by such Lot Owner, tenant, trustee, trust beneficiary, deed of trust beneficiary, mortgagee, guest of occupant. All the provisions of this Declaration are covenants running with the land and shall bind any persons having an interest or estate in such Lot or Living Unit at any time.

Section 3.2. Adoption of Rules and Regulations. The Association through its authorized Board of Directors may from time to time adopt Rules and Regulations regarding the use and occupancy of the Lots and the activities of occupants of the Living Units. All Lot Owners, tenants, trustees, trust beneficiaries, deed of trust beneficiaries, mortgagees, guests, and occupants shall comply with the Rules and Regulations as promulgated by the Association whether or not said Rules and Regulations have been recorded in the Office of the Madison County, Illinois, Recorder of Deeds.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 4.1. Membership. The Declarant and every person or entity who is a record Owner of a fee simple interest or undivided fee simple interest in any Lot which is subject to this Declaration shall automatically be a Member of the Association. The rights of a Member shall be exercisable appurtenant to and in conjunction with a Member's ownership of a Lot. For each Lot owned, whether vacant or improved, the Owner thereof shall be entitled to one (1) membership, and shall be considered one (1) Member. Membership as a Member shall confer certain rights and privileges as described herein, provided that any person or entity who holds an interest merely as security for the performance of an obligation shall not be a Member. Each purchaser of any Lot shall be a Member of the Association whether or not it shall be so expressed in any deed or other conveyance. Ownership of such Lot shall be the sole qualification for membership as a Member.

Section 4.2. Transfer. The membership of a Member held by any Owner of a Lot shall not be transferred, or pledged in any way, except upon the sale of such Lot, and then only to the purchaser of such Lot, and further, excepting death where the ownership may be transferred by will, trust, or operation of law. Any attempt to make a prohibited transfer is void, and will not be reflected in the books and records of the Association. Any conveyance or change of ownership of any Lot shall convey with it membership as Member in the Association, and no membership as Member in the Association shall be conveyed by a Lot Owner except in conjunction with the sale of a Lot or as stated by

reason of death where the ownership is transferred by will, trust, or operation of law. The sale or permissible conveyance of any Lot shall carry with it all the characteristics of membership as Member in the Association although such membership as Member is not expressly mentioned in the deed; provided, however, no right or power conferred upon the Association shall be abrogated.

Section 4.3. Voting Rights. The Association shall have one (1) class of voting membership of the Members. Each Member of the Association shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds a fee or undivided fee interest in any Lot, the vote for such Lot shall be exercised as they among them shall determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

ARTICLE V DECLARANT RIGHTS

Section 5.1. Reservations by Declarant. Notwithstanding any provisions of this Declaration to the contrary, the Declarant reserves the following rights, powers, and exceptions regarding each and every Lot subject to the terms and provisions of this Declaration:

Section 5.1.1. Additional Property. Declarant reserves the right to add additional real property which may become subject to this Declaration by reference in a recorded plat, which shall require only the execution and recording by Declarant, and which shall specifically subject the parcel or parcels to this Declaration; provided that the additional property shall be contiguous to the property which is already subject to this Declaration; provided further, that Declarant's rights pursuant to this Article V Section 5.1.1 of this Declaration shall be consistent with the provisions in Article II Section 2.2.1 of this Declaration.

Section 5.1.2. Signs. Nothing herein shall be construed to prohibit the Declarant from establishing or erecting such promotional signs as it shall determine necessary, in its sole discretion, on any Lot or Lots of the Property or the Common Ground. Any such promotional sign may be of a type, size, and character as Declarant solely shall determine suitable to advertise the availability of a Lot or Lots for sale.

Section 5.1.3. Temporary Structures. Nothing herein shall be construed to prohibit the establishment or maintenance by Declarant of a temporary construction headquarters on any part or parts of the Property until a dwelling unit has been constructed.

Section 5.1.4. Liability for Assessments. So long as any Lot shall be owned by the Declarant, such Lot shall not be subject to the provisions of Article XI of this Declaration, and the Declarant shall not be subject to the requirements thereof and shall in no manner whatsoever be held responsible for the payment of any monthly, special, or specific assessment hereunder.

Section 5.1.5. Amendment. Declarant reserves the right to amend this Declaration by modification, addition, or deletion of any provisions hereof for a period extending from the date of recording of this Declaration to the earlier of the sale and conveyance of all lots in the Property or conveyance by Declarant to the Association of all common ground(s) to be conveyed to it. Major amendments to these Covenants and Restrictions shall be subject to approval by the Village of Glen Carbon Board of Trustees.

Section 5.1.6. Refunds. Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for sewers, utility facilities or services, streets, subdivision fees, consultation fees, or any other purpose of any nature or description with respect to any land which is not or may in the future be made subject hereto. Until such time as ninety-five percent (95%) of all of the Lots subject to this Declaration have been conveyed, Declarant further reserves the right to receive and retain any monies, damage payments or condemnation awards for any easement or other interest granted or condemned as to the Common Ground(s) within the Property subject hereto.

Section 5.1.7. Street Lights. Declarant may enter into a binding contractual arrangement with any electric company to provide street lights, in its sole discretion, in the Subdivision, and the Association shall take by assignment the Declarant's contractual obligations.

ARTICLE VI CREATION OF THE ASSOCIATION

Section 6.1. Declarant has formed a not-for-profit corporation created under the laws of the State of Illinois known as "The Fountains of Sunset Homeowners Association," which corporation shall exercise all the rights, duties, powers, and privileges granted the Association under the terms of:

- 1) this Declaration;
- 2) the Articles of Incorporation;
- 3) the By-laws; and

- 4) the laws, statutes, regulations, rules and the like of the State of Illinois pertaining to a not-for-profit corporation.

Section 6.2. The Association is vested with the right in its own behalf and on behalf of each Lot Owner to enforce all the restrictions, conditions, easements, liens, and covenants contained in this Declaration.

Section 6.3. Every right, duty, power, and privilege that this Declaration gives the Association or which is given to the Association by its Articles of Incorporation or By-laws, shall be vested in the Board of Directors, unless otherwise specified expressly in this Declaration.

ARTICLE VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 7.1. Common Ground(s). The Association through the Board of Directors, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, maintenance and control of the Common Ground(s), the easement areas and all improvements thereon (including furnishings and equipment related to them, if any), and certain storm sewers and shall keep such Common Ground(s), easement areas and all improvements thereon (including furnishings and equipment related to them, if any) in good, clean, attractive and sanitary condition, order, and repair.

Section 7.1.1. Conveyance of common grounds to the Association. Declarant anticipates development of the subdivision in three phases, I, II, and III. Following the close of the sale of twenty-five percent (25%) of the lots in each phase of the development of the subdivision, the Declarant shall convey the common grounds associated therewith to the Association.

Section 7.2. Streets. The streets as shown on the Subdivision plat will be deeded to the public. Parking in the street will be used only temporarily for visitors. The Owner of each Lot shall provide paved off street parking adequate for each vehicle of Owner and Owner's family occupying the premises. All driveways and parking spaces will be concrete.

Section 7.3. Entrance of The Fountains of Sunset. The entrance to the Property at The Fountains of Sunset shall be the responsibility of and shall be maintained by the Association.

Section 7.4. Lots and Exterior of Living Units. The Association through the Board of Directors, and subject to the rights, duties and obligations of the Owners set forth in this Declaration, shall be responsible for certain repairs and maintenance of the

Lots and exterior of the Living Units, but only to the extent specifically set forth in this Declaration.

Section 7.5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it by this Declaration or reasonably necessary to effectuate any such right or privilege given to it by this Declaration or to carry out the intent of this Declaration.

ARTICLE VIII BOARD OF DIRECTORS POWERS AND DUTIES

Section 8.1. Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, unless a vote of the Members is required by this Declaration, Articles of Incorporation or By-laws of the Association. Consistent with the provisions of this Declaration, the Board of Directors shall have the powers necessary for, and the duties which flow from the administration of the affairs of the Association and of the Subdivision which shall include, but not be limited to, the following:

Section 8.1.1. Adopt and amend By-laws and Rules and Regulations;

Section 8.1.2. Adopt and amend budgets for revenues, expenditures, and reserves;

Section 8.1.3. Collect assessments from Owners;

Section 8.1.4. Hire and discharge managing agents;

Section 8.1.5. Hire and discharge employees and agents and independent contractors;

Section 8.1.6. Institute, defend, or intervene in litigation or administrative proceedings in the Association's name on behalf of the Association on matters affecting the Subdivision;

Section 8.1.7. Make contracts and incur liabilities;

Section 8.1.8. Regulate the use, maintenance, repair, replacement and modification of the Subdivision easements and Common Ground(s);

Section 8.1.9. Cause additional improvements to be made as a part of the Subdivision;

Section 8.1.10. Acquire, hold or encumber, in the Association's name any right, title or interest to real property or personal property and convey, dedicate or transfer all or any part of the Common Ground(s) to any public

agency or authority for such purposes; and subject to such conditions as the Board may determine;

Section 8.1.11. Grant easements for any period of time including permanent easements;

Section 8.1.12. Impose charges or interest or both for late payment of assessments and, after notice, levy reasonable fines for violations of this Declaration and the Rules and Regulations of the Association;

Section 8.1.13. Impose reasonable charges for statements of unpaid assessments and/or statements of account;

Section 8.1.14. Provide for the indemnification of the Association's officers and directors and maintain directors' and officers' insurance;

Section 8.1.15. Assign the Association's right to future income, including the right to receive assessments;

Section 8.1.16. Exercise any other powers conferred by this Declaration;

Section 8.1.17. Exercise all other powers that may be exercised in the State of Illinois by legal entities of the same type as the Association;

Section 8.1.18. Exercise any other powers necessary and proper for the governance and operation of the Association.

Section 8.2. Eminent Domain. In the event it shall become necessary for any public agency to acquire all or any part of the property of the Association, the Association is authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Board of Directors need be made parties, and in any event the proceeds received shall be held by the Association.

Section 8.3. Indemnification. The Association shall indemnify every officer and director against any and all expenses, including legal fees incurred by or imposed upon any officer or director in connection with any action, suite, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligence or otherwise, except for their own individual willful misfeasance, willful misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify, defend, and forever hold each officer and director free and harmless against any and all liability to others on account of any such contract or commitment. This right to indemnification shall not exclude other

rights to which any officer or director, or former officer or director, may be entitled. The Association may, as a common expense, maintain adequate general liability and directors' and officers' liability insurance to fund this obligation, if such insurance is available.

ARTICLE IX SELECTION OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 9.1. General Powers. The business and affairs of the Association shall be managed by its Board of Directors.

Section 9.2. Number, Election and Term. The number of Directors of the Association shall be five (5), each of whom shall initially be appointed by the Declarant and known as the "Original Directors." The first Original Director shall be appointed for a one (1) year term, the second Original Director shall be appointed for a two (2) year term, the third Original Director shall be appointed for a three (3) year term, and the fourth Original Director shall be appointed for a four (4) year term, and the fifth Original Director shall be appointed for a five (5) year term.

Section 9.2.1. Upon the expiration of each of the Original Directors terms, a successor Director shall be appointed by the Declarant or elected by the Members, as the case may be and as set forth hereinafter, for a five (5) year term. In the case of disability, refusal to act, death or resignation of a Director appointed by the Declarant, the Declarant may, in addition, appoint a successor Director for the unexpired term of such Director.

Section 9.2.2. At such time as fifty percent (50%) of the Lots have been sold and transferred of record, the Original Director and second Original Director initially appointed, or his or her successor shall be replaced by election of the Members.

Section 9.2.3. At such time as ninety-five percent (95%) of the Lots have been sold and transferred of record, the Third Original Director initially appointed, or his or her successor shall be replaced by election of the Members.

Section 9.2.4. At such time as one hundred percent (100%) of the Lots have been sold and transferred of record, the Fourth and Fifth Original Directors initially appointed, or his or her successor shall be replaced by election of the Members.

Section 9.2.5. Whenever replacement by an election is required hereunder, an election shall be held at a meeting of the Members called for that purpose, after notice thereof as provided in the By-laws. Elections of directors other than Original Directors or successors as appointed by the Declarant shall be held at each annual meeting of the Association to elect

ARTICLE X
PROPERTY RIGHTS IN THE COMMON GROUND(S)

Section 10.2. Extent of Members' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

Section 10.2.3. The right of the Association to promulgate Rules and Regulations governing the use of the Common Ground(s), including, without limitation, the right to restrict or limit their usage or to permit, on such terms as deemed appropriate by the Board, their use by non-Members; and

Section 10.2.4. The right of the Association, as provided in its By-laws, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations; and

Section 10.2.5. The right of the Association to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Ground(s) and to require licenses and license fees where it is deemed necessary by the Board; and

Section 10.2.6. The right of the Association to dedicate or transfer all or part of the Common Ground(s) to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Association and public agency or authority; and

Section 10.2.7. The right of the Declarant or other builder-developers authorized in writing by the Declarant to utilize Common Ground(s) for promotional purposes during periods of development; and

Section 10.2.8. The right of the Association to grant such easements and rights of way to such utility companies or public agencies or authorities or other persons or entities as it shall deem necessary or appropriate; and

Section 10.2.9. The right of Owners to perpetual easements over any part of the Common Ground(s) for such portion of their Living Unit that may overhang said Common Ground(s), including, but not limited to, decks, fireplaces and bay windows, and for pedestrian and vehicular ingress and egress to and from any Living Unit over said Common Ground(s); and

Section 10.2.10. The right of the Association to enter into licensing agreements with commercial enterprises for the operation of recreational facilities and related concessions for the benefit of Owners and residents of the Subdivision.

ARTICLE XI ASSESSMENTS AND COLLECTION

Section 11.1. Purpose of Assessment. The assessments described in this Declaration shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Lots and Living Units in the Subdivision, including the maintenance of real property or other property used in conjunction with the real property constituting the Common Ground(s), the Lots, and the roofs and exterior surfaces of Living Units, all as may be more specifically authorized from time to time by the Board of Directors of the Association.

This Article XI of this Declaration is subject to the provisions of Article V of this Declaration encompassing rights of the Declarant

Section 11.2 Common expenses shall include but shall not be limited to:

Section 11.2.1. Expenses of administration, maintenance, insurance, and repair or replacement of the Subdivision easements, Common Ground(s), drainage retention areas, certain storm sewers, Lots, and exterior surfaces of Living Units, or other projects as deemed necessary and appropriate by the Board of Directors of the Association;

Section 11.2.2. Expenses declared to be common expenses by this Declaration;

Section 11.2.3. Repayment of debt incurred by the Association;

Section 11.2.4. Expenses agreed upon as common expenses by the Board of Directors of the Association;

Section 11.2.5. Such reserves as may be established by the Board of Directors of the Association for repair, replacement or additions to the Subdivision easements or Common Ground(s), Lots, and exterior surfaces of Living Units or other projects, or any other real or personal property acquired or held by the Association;

Section 11.2.6. Expenses for insurance pursuant to Article XII of this Declaration.

Section 11.3. Creation of Assessments, Lien and Personal Obligation of Assessments.

Section 11.3.1. The Owner of each Lot within the Subdivision covenants and each Owner by acceptance of a deed or other conveyance, shall be deemed to covenant and agree to pay the Association:

Section 11.3.1.1. Monthly assessments;

Section 11.3.1.2. Additional assessments;

Section 11.3.1.3. Special assessments against any particular Lot which are established by this Declaration including, but not limited to, reasonable fines as may be imposed in accordance with the terms of this Declaration.

Section 11.3.1.4. Special assessments, which shall relate to a particular, one-time-only project;

Section 11.3.1.5. All such assessments, together with late charges, interest not to exceed the maximum legal rate, out-of-pocket costs, and attorneys fees actually incurred, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made.

Section 11.3.2. Each such assessment together with late charges, interest, out-of-pocket costs, and attorneys fees actually incurred, shall also be the personal obligation of the person who was the Owner of such Lot at the time the assessment arose, and his or her grantee shall be jointly and severally liable for whatever portion may be due at the time of conveyance, except no first mortgagee who obtains title to a Lot pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued before acquisition of title.

Section 11.3.3. Assessments shall be paid in the manner and on dates fixed by the Board of Directors. If the Board of Directors does not otherwise provide, the assessments shall be paid in monthly installments.

Section 11.4. Monthly Assessment. Beginning on the first day of August, 2000, and on the first day of each month thereafter, the Board of Directors shall have the authority to levy uniform monthly assessments of One Hundred Ninety Five Dollars (\$195.00) per month per Lot. The initial monthly assessment shall be One Hundred Ninety Five Dollars (\$195.00).

Section 11.5. Additional Assessments. In the event the monthly assessment is insufficient to pay for the Association's expenses in any given year, the Board of Directors shall have the authority to levy a uniform additional assessment to meet such obligations, not to exceed One Thousand Dollars (\$1,000.00) for that year per Lot, whether vacant or improved.

Section 11.6. Specific Assessments. The Board of Directors may also levy a specific assessment against any Member to reimburse the Association for costs incurred in bringing the Member and/or his or her Lot into compliance with the provisions of this Declaration, Articles of Incorporation, By-laws and Rules and Regulations, as written or as may be amended from time to time. Specific assessments may be levied upon the vote of the Board, after notice to the Lot Owner and the opportunity for hearing before the Board is given.

Section 11.7. Special Assessments.

Section 11.7.1. In the event that the Board considers it necessary to make any expenditure requiring an assessment for a particular project, it shall submit in writing to the Members for approval an outline of the plan for the project contemplated and the estimated amount required for completion. The special assessment must be approved by the assent of the

majority of the Members who are voting in person or by proxy at a meeting duly called for the purpose. Written notice shall be mailed to all Members at least thirty (30) days prior to such meeting.

Section 11.7.2. Quorum. Members or proxies entitled to cast not less than sixty percent (60%) of all votes shall constitute a quorum for a meeting under Article XI Section 11.7.1 of this Declaration. If the required quorum is not present, a second meeting may be called. The required quorum at such meeting shall be thirty percent (30%) of all votes. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 11.8. Calendar Year; Proration. Assessments, where applicable, are to be calculated on a calendar year basis. Proration, where applicable, shall occur for any year in which the ownership of a Lot changes from Declarant to a third party purchaser of a Lot.

Section 11.9. Lien for Assessments.

Section 11.9.1. All sums assessed against any Lot pursuant to this Declaration together with any late charges, interest, out-of-pocket costs and reasonable attorneys fees actually incurred, shall be secured by a lien on such Lot in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Lot except for liens of ad valorem taxes.

Section 11.9.2. All other entities acquiring liens or encumbrances on any Lot after this Declaration has been recorded shall be deemed to consent to such liens or encumbrances being inferior to future liens for the assessments described in this Declaration, whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances.

Section 11.9.3. The sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from lien rights or any assessments later becoming due.

Section 11.9.4. The purchaser of a Lot shall be liable for the unpaid assessments chargeable to such Lot.

Section 11.10. Effect of non-payment of Assessments; Remedies of the Association. Any assessments which are not paid when due shall be delinquent.

Section 11.10.1. Any assessment delinquent for a period of more than ten (10) days shall incur a late charge.

Section 11.10.2. If the assessment is not paid within sixty (60) days of the due date, a lien shall attach and the lien shall include the late charges from the date first due and payable; interest, not to exceed the maximum legal rate, on the principal amount due; all out-of-pocket costs, all costs of collection including attorneys fees actually incurred; and any other amounts provided or permitted by law. A notice of claim of lien may be filed by the Association, through it is not mandatory.

Section 11.10.3. In the event the assessment remains unpaid after ninety (90) days from the due date, the Association may, as the Board shall determine, institute suit to collect such amounts and/or foreclose its lien.

Section 11.10.4. Each Owner, by acceptance of a deed, vests in the Association the right and power to bring all actions against the Owner personally for the collection of such charges as a debt and/or to foreclose the lien in the manner established pursuant to the laws of the State of Illinois as they may exist from time to time. The lien provided for in this Article XI shall be in favor of the Association and shall be for the benefit of all Owners.

Section 11.10.5. The Association, acting on behalf of the Owners, shall have the power to bid on the Lot at any foreclosure sale or to acquire, hold, lease, mortgage, or convey the Lot.

Section 11.10.6. No Owner may waive or otherwise escape liability for the assessments by abandonment of the Lot.

Section 11.10.7. All payments shall be applied first to collection costs and attorneys fees, then to late charges, then to interest, then to newly-delinquent assessments, then to any unpaid installments of the assessments which are coming due within thirty (30) days of payment, and then to any unpaid installments of the assessments which are the subject matter of suit.

Section 11.10.8. Upon the timely cure of any default for which a notice of claim of lien was filed by the Association and prior to the commencement of any legal proceedings to enforce the collection of such claims for lien, the Board of Directors is hereby authorized to file or record an appropriate release of such notice, upon payment by the defaulting Owner of a fee, to be determined by the Board of Directors to cover the costs of preparing and filing or recording such notice and such release.

Section 11.10.9. The assessment lien shall be in addition to all remedies provided in this Declaration, Articles of Incorporation, By-laws or Rules and Regulations of the Association or remedies provided or permitted by law. The remedies specified are cumulative and not in substitution of

other remedies available at law or equity, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 11.11. Initial Capital Reserve and Replacement Contribution. Upon acquisition of record title to a Lot by each initial purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to Five Hundred Dollars (\$500.00). This amount shall be used to create the Association's initial capital reserve and replacement account and may be used by the Association in the manner determined by the Board.

Section 11.12. Initial Maintenance Fund to be Advanced by Declarant. The Declarant commits itself to advance the sum of Five Thousand Dollars (\$5,000) to the Association upon the commencement of the sale of lots of the Subdivision, and up to \$5,000 on the first and second anniversaries thereafter for the purpose of providing a fund for the maintenance of the Subdivision. Such sums advanced by the Declarant shall be deemed to be interest free loans to the Association, and shall be repaid in no less than three (3) annual installments, commencing not later than the end of the fourth, fifth, and sixth anniversaries, the Association being required to make special assessments for this purpose if such funds are not otherwise available.

ARTICLE XII INSURANCE

Section 12.1. Common Ground(s). The Board of Directors, or its duly authorized agent, shall have the authority and shall obtain insurance on the Common Ground(s) for the appropriate needs of the Subdivision. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from insurable hazards, if such insurance is reasonably available.

Section 12.1.1. All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as owner and beneficiary.

Section 12.1.2. In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

Section 12.2. Insurance on all Living Units. Subject to Article XII Section 12.3 of this Declaration, the Association shall obtain insurance on all of the Living Units, including original unit specifications and upgrades thereon, and the costs of premiums for such insurance shall be allocated equally among all Owners of the Living Units and shall be added to and treated as a part of the monthly assessment provided for in Article XI of this Declaration.

Section 12.2.1. Type of Insurance. Subject to Article XII Section 12.3 of this Declaration, the Association shall insure each Living Unit with a blanket all-risk casualty insurance policy, including earthquake and mine subsidence coverages, if reasonably available, or if not reasonably available, then at a minimum, insurance against loss and damage by fire and other hazards normally covered under standard fire and extended coverage insurance policies, including earthquake and mine subsidence coverages, in an amount at least equal to the replacement cost of the Living Units, including original unit specifications and upgrades thereon so insured, excluding foundation and excavation costs.

Section 12.2.2. Deductibles. Individual Lot Owners will be required to pay any deductibles that must be paid on insurance policies for claims relating to their Living Units, however, any deductibles that must be paid by the Association relating to the common ground(s), shall be added to and treated as part of the monthly assessment provided for in Article XI of this Declaration for all Living Units, and shall be allocated equally among all Owners of the Living Units. Such deductibles shall not be allocated pro rata based upon the Units affected by such claims.

Section 12.3. Insurance Paid by Owners. If three-fourths (3/4) of the Owners of the Living Units authorized to be developed in the Property so approve, then each Owner shall insure their Living Unit, including original unit specifications and upgrades, as are on each Lot. Such insurance shall be at a minimum, insurance against loss and damage by fire and other hazards normally covered under standard fire and extended coverage insurance policies, in an amount at least equal to the replacement cost of the Living Units, including original unit specifications and upgrades thereon so insured, excluding foundation and excavation costs.

Section 12.3.1. Association and Additional Insureds. Each policy of a Living Unit shall name "The Fountains of Sunset Homeowners Association", under Declaration of Residential Covenants, Conditions and Restrictions for The Fountains of Sunset as an additional insured, and each such policy shall provide that the Association will be given at least thirty (30) days prior written notice of the cancellation of the policy. Upon the request of the Association, an Owner of a Living Unit shall deliver to the Association a copy of his or her policy of insurance evidencing the existence and amount of such insurance.

Section 12.3.2. Failure by Owner to Maintain Insurance. If any Owner fails to obtain and maintain insurance in compliance with these provisions, or if the Association in its sole judgment determines that the amount or type of insurance maintained by the Owner is not satisfactory, the Association shall have the right to make written demand upon such Owner to provide insurance herewith, and if such Owner fails to provide evidence of such insurance satisfactory to the Association within five (5) days after such written demand has been placed in the United States mail, postage

prepaid, addressed to the Owner, then the Association may obtain such insurance. The cost of premiums for such insurance shall be assessed against each Lot on which the Living Unit covered by the insurance is situated and shall be added to and treated as a part of the assessment to which the Lot is subject under Article XI of this Declaration, but payable within thirty (30) days after such assessment is levied.

Section 12.3.3. Payment of Proceeds. In case of fire or other casualty to a Living Unit on the Property, that portion of the insurance proceeds allocable to the Living Unit shall be paid jointly to the Association and the Owner, and each policy of insurance shall be endorsed to provide for such payment. Such proceeds shall be applied to reconstruct and repair the Living Unit substantially to the condition in which they existed immediately prior to the fire or other casualty, with any proceeds remaining after such reconstruction and repair being distributed to the Owner or to the Owner's mortgagee, as their respective interests may appear. If such proceeds are not sufficient to reconstruct and repair the Living Unit substantially to the condition in which they existed immediately prior to the fire or other casualty, then the Association shall have the right and authority to assess the Owner of such Living Unit for such additional amounts as are required to so reconstruct and repair the same, and such amounts shall be added to and treated as a part of the assessment to which the Lot is subject under Article XI of this Declaration, but payable within thirty (30) days after such assessment is levied.

Section 12.3.4. Mortgages. In the event a mortgagee endorsement has been issued as to a Lot or Living Unit, the share of that Owner shall be held in trust for the mortgagee and Owner, as the respective interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired and no mortgagee shall have any right to apply to the reduction of a mortgage debt any insurance proceeds except those proceeds paid to the Owner and mortgagee pursuant to the provisions of this Declaration.

ARTICLE XIII ARCHITECTURAL AND ENVIRONMENTAL RESTRICTIONS

Section 13.1. The property shall be subject to the following architectural and environmental restrictions:

Section 13.1.1. Review by Committee. From and after any conveyance of an improved Lot by Declarant, no building, wall or other structure shall be commenced, erected or maintained thereon, nor shall any exterior addition to, removal of all or any part thereof, or exterior change or alteration in

any improvement thereon be made until the plans and specifications showing the nature, kind, shape, height, materials, colors, location and other material information of same shall have been submitted to and approved in writing as to harmony of external design, types of materials, colors and location in relation to surrounding structures and topography by the Board of Directors, or by an architectural committee composed of three (3) or more Members of the Association appointed by the Board of Directors. In the event the Architectural Control Committee shall fail to approve or disapprove of all such required plans and specifications within ninety (90) days after such plans and specifications have been submitted to it (and fees, if required, have been paid), approval will not be required and this Article XIII of this Declaration will be deemed to have been fully complied with. The Architectural Control Committee is authorized where it deems appropriate to charge a review fee for any submission to defray the costs of reviews it conducts or authorizes.

Section 13.1.2. Building and Materials and Construction. It is the intent of this Declaration that all buildings and structures within the Property shall be constructed of attractive exterior materials of high quality. In its review of submissions, the Architectural Control Committee shall evaluate the construction standards and building materials for all proposed construction to insure that they are in conformance with the general objectives of the project as enumerated herein. Accessory buildings, enclosures, appurtenant structures to, or extrusions from any building or structure shall be of similar or compatible materials, design and construction. Exterior finishes once approved shall not be altered without the express written consent of the Architectural Control Committee.

Section 13.1.3. Lakes (Retention Basins), and Drainage System. Lakes (retention basins), if any, may contribute measurably to the overall cohesiveness and aesthetic appeal of the Subdivision; but more importantly, they may serve an essential engineering purpose as an integral part of the drainage system. It is incumbent upon each and every Owner to respect the design and area of the lakes and retention basins, if any, and drainage channels and it shall be each Owner's responsibility to insure that sufficient protective measures are taken at all times to prevent any and all debris from such Owner's lot from entering storm sewers, drainage channels and lakes. Particular attention shall be given to erosion control and the prevention of the introduction of dirt, sand, mud or silt into the drainage facilities. Each Owner shall insure that these areas are kept free of trash and refuse. Any discharge of liquid or solid waste or sanitary waste into the interior drainage facilities from any Lot is expressly prohibited. Specific precautions shall be taken to exclude or prevent petroleum products, polluting-type fertilizers, insecticides, herbicides, and to minimize rock salt and other snow and ice melting chemicals from entering the storm sewer and interior drainage system. No structure, planting or activity shall be undertaken which may damage or interfere

with established slope ratios, create erosion or sliding problems, or change the direction of flow of drainage channels or obstruct or retard the flow of water through said drainage channels. If any Owner fails to comply with these provisions, the Association is empowered to correct all violations at the expense of the Owner concerned, which expenses shall be a lien upon the property of such Owner, equal in priority to the lien provided for in Article XI hereof and enforceable in the same manner as therein provided.

Section 13.1.4. Circulation System. Pedestrian and bicycle circulation systems, if any, throughout the Property are an integral part of the overall planning and design concept. All buildings or structures on Lots immediately adjacent to designed circulation systems shall allow for unrestricted public pedestrian and bicycle passage as provided on the recorded plats of the Property.

Section 13.1.5. Land Use.

Section 13.1.5.1. No structure shall be used for a purpose other than that for which the structure was originally designed without the express written approval of the Association.

Section 13.1.5.2. No Lot shall be improved, used, or occupied other than for residential occupancy by a single family without the express written approval of the Association.

Section 13.1.6. Occupancy Prior to Completion of Residence. No Lot Owner will be permitted to occupy the Lot prior to final completion of all aspects of the Lot.

Section 13.1.7. Building Setback Lines. No building shall be located on any Lot nearer to the front or nearer to the side or rear Lot lines than the minimum setback lines shown on the Subdivision Plat.

Section 13.1.8. Uncompleted Structures. No building, addition or alteration shall be permitted to stand with its exterior in an unfinished condition for longer than three (3) months after commencement of construction, unless such condition is the result of force majeure.

Section 13.1.9. Frontage. All residences shall present a good, well-maintained frontage harmonious in design to the neighborhood and on street on which it is located as shown on the Subdivision Plat. Residences located on corner lots shall present a good, well-maintained frontage harmonious in design to the neighborhood on both streets.

Section 13.1.10. Driveways. Driveways must be constructed of concrete.

ARTICLE XIV RECONSTRUCTION

Section 14.1. Each Owner, his or her successors and assigns, hereby covenants and agrees to maintain his or her Lot and Living Unit in a neat and proper condition and to perform all necessary repairs except where the Association is required to maintain and repair. Each Owner further covenants and agrees to promptly restore, rebuild or replace all or any portion of the Owner's Living Unit and its appurtenances located on the Owner's Lot when destroyed or damaged by cause. If the Owners maintain such insurance pursuant to Article XII Section 12.3 of this Declaration, then each Owner further covenants to guarantee performance of this covenant that each Owner will maintain casualty insurance covering his or her Lot and Living Unit with reputable companies in an amount sufficient to restore or rebuild the Living Unit and its appurtenances.

Section 14.2. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction.

ARTICLE XV USE RESTRICTIONS

Section 15.1. The Property shall be subject to the following use restrictions for and on behalf of each and every Owner of any Lot in The Fountains of Sunset, their grantees, lessees, heirs, successors, and assigns.

Section 15.1.1. Resubdivision. No Lot shall be resubdivided nor shall a fractional part of any Lot be sold without the prior written consent of the Association. This provision shall not, however, require the consent of the Association for the sale of an entire Lot as shown on the Subdivision Plat.

Section 15.1.2. No Commercial Activities. No commercial activities of any kind shall be conducted on any Lot other than home professional pursuits which shall not include the use of employees or agents, public visits or non-residential storage, mail or trash for such home professional pursuits.

Section 15.1.3. Nuisances. No noxious or offensive activity shall be performed upon any portion of the Property, nor shall anything be done thereon that may be or become a nuisance or annoyance to the neighborhood in the sole judgment of the Association, except that any construction or related activity performed by Declarant shall not be deemed to be a nuisance hereunder. No exterior lighting shall be directed outside the boundaries of a Lot.

Section 15.1.4. Maintenance of Lots and Living Units. Each Owner shall maintain and keep his or her Lot and Living Unit (including all areas or facilities exclusively reserved for such Lot) in good order and repair (except for such repairs and maintenance as may be assigned to the Association), and shall do nothing which will prejudice the structural integrity or increase the rate of insurance on the improvement or which would be in violation of any law, statute, code, rule, regulation, ordinance or the like. Each Owner shall maintain, repair and replace, at his or her own cost and expense, the portion of his or her Living Unit requiring maintenance, repair or replacement, not maintained by the Association including, but not limited to, air conditioning and heating equipment, hot water heaters, and all other appliances and equipment (including any facility and connection required to provide utility service to serve the Living Unit and no other). Each Owner shall paint, decorate and finish interior surfaces of perimeter walls, interior walls, ceilings and floors of the Living Unit, the surface, concrete floors and interior surfaces of the exterior wall of the balcony and/or patio adjoining or a part of the Living Unit, and shall replace all garage doors, screens, windows, and plate glass installations (including glass doors) forming a portion of the perimeter of the Living Unit; provided, however, that no Owner shall make any alteration, decoration, repair, replacement, change or paint, nor place any screens or other enclosures on balconies or patios or any other parts of the Lot or Living Unit or Common Ground(s) without the prior written approval of the Association.

Section 15.1.5. Obstructions. There shall be no obstruction of any portion of the Common Ground(s) or any storage or construction thereon by any Owner. Any plantings thereon shall not be made by an Owner on any Lot without the prior written approval of the Architectural Control Committee. The Association shall not be responsible for maintenance of any of the plantings which have been made by the Owners on a Lot or the Common Ground(s). No clothes, laundry or other articles or equipment shall be placed, hung, exposed or stored on the Common Ground(s) or any Lot, and no structure or facility for housing of pets or animals shall be placed or maintained in any portion of the Common Ground(s) or in any portion of the exterior or yard area of any Lot or on or about the exterior of any building.

Section 15.1.6. Animals. No animals, horses, poultry, cattle or livestock of any kind shall be brought onto or kept on the Property, except dogs, cats, or other household pets (except house pets with vicious propensities) may be kept outside Living Unit, provided they are maintained in a secure environment which will preclude such pets from escape outside the Living Unit, e.g., underground pet fencing of such a nature and quality that will preclude escape. Owners shall immediately pick up and dispose of all pet waste from Lots or the Common Ground(s). The keeping of any pet

which by reason of its noisiness, number, or other factor is a nuisance or annoyance to the neighborhood, in the sole discretion of the Association, is prohibited. Deceased pets may not be buried in Subdivision.

Section 15.1.7. Parking of Motor Vehicles, Boats, Motorcycles, Campers and Trailers. No trucks or other commercial vehicles, boats, motorcycles, campers, house trailers, boat trailers and trailers of any other description shall be permitted to be parked or stored on any Lot unless they are parked or stored in an enclosed garage, except only during periods of approved construction on the Lot, and except for automobiles of temporary guests parked in parking spaces designed therefor by the Association or on the Lot. The foregoing prohibition shall not apply to temporary parking, such as for pick-up, delivery, and other commercial services.

Section 15.1.8. Overhead Wiring. No power or telephone distribution or service connection lines may be erected or maintained above the surface of the ground on any Lot without the prior written consent of the Association.

Section 15.1.9. Obstruction of Traffic. No wall, tree, hedge or shrub planting shall be maintained in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no live tree shall be removed without the prior written approval of the Association.

Section 15.1.10. Antennas. No outside radio or television antennas or satellite dishes shall be erected, installed, constructed or maintained on any Lot without the prior written approval of the Architectural Control Committee. All satellite dishes if approved by the Architectural Control Committee shall be limited to no more than eighteen inches (18") in diameter.

Section 15.1.11. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuildings shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 15.1.12. Storage of Rubbish. No rubbish, trash or garbage receptacle shall be placed on the exterior of a Living Unit except on the day of regularly scheduled collection.

Section 15.1.13. Garages. All garages must be equipped with doors which shall be kept closed as much as practicable to preserve the appearance of the elevation of the Living Unit fronting on the street.

Section 15.1.14. Boathouses, Docks and Wharfs. No boathouse, dock, wharf, or other structure of any kind shall be erected, placed or altered on

the shores of a retention basin or lake, if any, unless the construction plans and specifications and a plan showing the location of the structure have the prior written approval of the Association as to quality of workmanship and materials, harmony or exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this Declaration to authorize the Association, in its sole discretion, to approve or disapprove any such boathouse, dock, wharf, or other structure on purely aesthetic grounds, any other grounds or for the reason that there should be no such boathouse, dock, wharf or other structure on the retention basin or lake, if any. The Association shall have the power to promulgate such Rules and Regulations as it deems necessary to carry out the provisions and intent of this Article XV Section 15.1.14 of this Declaration.

Section 15.1.15. Shoreline Contours. Shoreline contours of retention basins or lakes, if any, may not be changed without the prior written approval of the Association and any necessary governmental authority. No Lot shall be increased in size by filling in the waters, if any, upon which it abuts.

Section 15.1.16. Refuse. No refuse of any kind shall be disposed of or placed in the lakes or retention basins.

Section 15.1.17. Use of Lots. Except as may be otherwise expressly provided in this Declaration, each Lot shall be used for purposes only as a residence for a single family. A single-family residence means a single housekeeping unit operating on a non-profit, non-commercial basis between its occupants. Garages are limited to the storage of vehicles and accessories.

Section 15.1.18. Signs. No signs, window displays, or advertising signs shall be placed on any Lot or structure without the prior written approval of the Association. This use restriction is subject to the provisions of Article V encompassing reservations of the Declarant. Exceptions include:

Section 15.1.18.1. Customary name and address signs not to exceed twenty-four (24) square inches in size. The Association shall provide granite or bronze house numbers and shall provide mail boxes.

Section 15.1.18.2. One (1) "For Sale" sign, not to exceed five (5) square feet in size, for the sole and exclusive purpose of advertising for sale of the Lot upon which it is posted and only to be posted at the time of the open house for such sale.

Section 15.1.19. Grades. Within any slope area established on the plats and plans, no structure, planting, or other materials shall be placed or permitted to remain, nor shall any activity be undertaken, which may damage or interfere with established slope ratios, create erosion or sliding problems, or change the direction or flow or drainage channels, or obstruct or retard the flow of water through drainage channels. The slope areas of each Lot shall be maintained continuously by the Association, except for those improvements for which a public authority or utility is responsible.

Section 15.1.20. Drilling and Quarrying. No oil drilling, oil development operation, oil refining, quarrying, or mining operations of any kind shall be permitted upon any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any Lot. No derrick or other structure designed for use in burrowing oil, natural gas, or minerals shall be erected, maintained, or permitted upon any Lot.

Section 15.1.21. Dumping of Trash and Rubbish. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, rubbish, garbage, or other waste shall not be kept except in sanitary containers, or other equipment for the storage or disposal of such material, which equipment shall be kept in a clean and sanitary condition. No trash, garbage, rubbish, refuse, debris, trash cans, or trash receptacles of any type shall be stored outside a building on any Lot, except that after sunrise on any day designated for trash pickup, said trash, garbage, rubbish, refuse, and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pickup. Trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day.

Section 15.1.22. Balconies, Porches and Decks. The use of these areas shall be limited to the Unit to which they are attached. The balconies, porches and decks shall be used only for the purposes intended and shall not be used for storage of appliances or other objects, or for cleaning of rugs or other household items. None of these areas shall be kept in an unsightly or disorderly condition or used for storage of items not directly associated with normal use of such areas. The Board may require removal of rusty furniture, rusty bar-b-que pits, dead plants, or other objects that detract from the appearance of the Subdivision. Any damage to such areas caused or made worse by use of a bar-b-que pit, or due to excessive weight placed on such areas shall be repaired at the expense of the Owner. The Board shall have the power to make further rules and regulations regarding the use of the areas described in this subparagraph.

Section 15.1.23. Fuel Tanks. No fuel tanks or containers of any nature shall be placed, erected, installed, or constructed on any Lot. No underground, enclosed propane tank shall be allowed without the prior written approval of the Association.

Section 15.1.24. Swimming Pools. Excepting Lot #51 only, swimming pools of any kind on any Lot are expressly prohibited.

Section 15.1.25. Fences; Storage Areas. No fencing, or storage areas of any type shall be erected or maintained on any Lot without the prior written approval of the Association. Fences are expressly prohibited for purposes of enclosing all or any part of any Lot.

Section 15.1.26. Laundry Lines and Flag Poles. No permanent poles for attaching wires or lines for the purpose of hanging laundry shall be constructed on any Lot. Temporary, foldable, or removable devices may be used so long as they are not kept erected for more than twenty-four (24) hours at a time. No permanent flag poles may be constructed or erected on any Lot. Temporary or removable devices may be used for the purpose of displaying flags, so long as they are not kept erected for more than twenty-four (24) hours at a time.

Section 15.1.27. Rentals and Boarders. Owners shall not have the right to rent rooms. No Boarders shall be permitted to reside in the Subdivision.

Section 15.1.28. Sale or Lease of Units. The Board shall be given thirty (30) days' notice of an Owner's intent to sell or lease the Unit. Such notice must include any Purchaser's or lessee's form designated by the Board to be completed by both the Owner and the buyer or tenant, and a copy of this form must then be returned to the Board with a reasonable administrative fee which shall be set periodically by the Board, to be used to defray clerical and office expenses involved with the transfer. The purpose of this notice is to assist the Board in the collection of past due assessments and shall not be considered as a right of the Board to prevent or delay any conveyance of a Unit.

Section 15.1.28.1. The Owner shall be responsible for delivering a copy of the Declaration, By-Laws, policies, rules and regulations to the new Owner or tenant, and the new Owner or tenant shall be responsible for knowing and following all of the above requirements immediately upon purchase of the Lot. If the Association is requested to provide a copy of the Declaration, By-Laws, policies, rules and regulations, or other information not generally distributed by the Board, it shall have the right to charge an additional reasonable fee set periodically by the Board for such materials.

Section 15.1.29. Solar Collectors. No Lot shall have an exterior solar collection system, wind generator system, or any other similar type system or appliance.

Section 15.1.30. Storage of Personal Property and Vehicles. Personal property including, without limitation, boats, trailers, campers, commercial vehicles, camper shells, all-terrain vehicles (ATV's) shall not be placed or stored permanently or temporarily in the open of any Lot, nor shall they be parked on any private street overnight. The Association may cause any item of such personal property to be towed or removed at the Owner's expense.

Section 15.1.30.1. Recreational vehicles such as motor homes must be stored inside a garage.

Section 15.1.30.2. No tractor trailers shall be placed on any Lot.

Section 15.1.30.3. No commercial vehicles, including Owner-owned vehicles with commercial signs, emblems or markings, will be allowed unless they are stored in a garage. This prohibition shall not apply to temporary parking of trucks or commercial vehicles for pick-up or delivery, construction, or other commercial services. Pick-up trucks and van type vehicles with a capacity of three-quarters (3/4) ton or less and used exclusively for private or personal purposes and not in any manner for commercial or business purposes shall not be classified as commercial vehicles, unless such vehicles are Owner-owned with commercial signs, emblems or markings.

Section 15.1.30.4 No disabled, vagrant, unlicensed, or inoperable motor vehicle shall be placed on any Lot.

Section 15.1.30.5. No repairing, body work, painting of any motor vehicles, including passenger cars, except while in an enclosed garage, shall be permitted and only then when the repairing, body work, or painting is occurring to a motor vehicle owned by a resident dwelling on the Lot on which such activity takes place.

Section 15.1.31. Indemnification for Actions for Others. Each Owner does hereby indemnify and hold harmless the Association, its officers and directors, and other Owners and occupants for the actions of such Owner's children, tenants, guests, pets, servants, employees, agents, invitees, or licensees which violate this Declaration or otherwise cause harm.

ARTICLE XVI EASEMENTS

Section 16.1. Utility Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Subdivision Plat. Such easements shall include the rights of egress and ingress for construction and maintenance

purposes. No structure, planting, or other material shall be permitted to be placed or remain within easements which may damage or interfere with the installation or maintenance of utilities or which change the direction or flow of drainage channels, or which in any other manner obstruct the use for which these easements are reserved. Any such structure, planting or other materials which may be damaged or interfere with such easement shall not be replaced or restored by Declarant but may be replaced or restored by the Association, at its sole discretion.

Section 16.2. Maintenance Easement. The Declarant does hereby give, grant, extend and confer to the Association an easement to landscape, maintain, repair, and reconstruct the Easement Property with all rights and privileges necessary or convenient for the full enjoyment or the use thereof for the purposes described herein, subject to the following conditions and limitations:

Section 16.2.1. The Association may use such additional space adjacent to the Easement Property as may be required for temporary working room during the landscaping, maintenance, repair and reconstruction of the aforementioned improvements.

Section 16.2.2. All provisions of this maintenance easement, including the benefits and burdens, run with the Easement Property, and are binding upon and inure to the heirs, successors and assigns of the Association and the Declarant.

Section 16.2.3. All rights granted to the Association hereunder are subject to the rights of the Declarant and its heirs, successors and assigns, to use and enjoy the remaining parcels of land adjacent to the Easement Property and the Association's use and enjoyment of the Easement Property shall not interfere with the use of the remaining parcels of land adjacent to the Easement Property by the Declarant or its successors and assigns. At its sole cost and expense, the Association shall, immediately after exercising any rights granted hereunder, restore the Easement Property to the condition existing prior to exercising any such rights. Notwithstanding the foregoing, the Declarant and its successors and assigns shall in no event remove any existing trees, bushes, or shrubberies of the Association on the Easement Property.

Section 16.3. Storm Sewers. The Glen Carbon Public Works Department is required to maintain storm sewers. If for any reason Glen Carbon Public Works does not maintain such storm sewers then the Association shall maintain the storm sewers. Under no circumstances, including Glen Carbon Public Works refusal to maintain the storm sewers shall the Declarant be responsible for such maintenance of the storm sewers after its escrows have been released by the appropriate governmental authority.

Section 16.3.1. Detention/Retention Areas. The Homeowners Association will assume responsibility for the maintenance of all common grounds and properties for detention and retention areas. Failure of the

Homeowners Association to maintain the commons, detention and retention areas for a period of thirty (30) days after receiving written notice from the Village of Glen Carbon in writing, the Village of Glen Carbon shall have the right to maintain same and charge the cost for same, as a lien, upon said lots and/or the Homeowners Association, or both. As in the case of storm sewers, the Declarant shall not be responsible for the maintenance of the common grounds and properties for detention and retention areas.

Section 16.4. Encroachment. Through construction, settlement or shifting, should any part of a Living Unit encroach upon the Common Ground(s) or upon any other Lot, perpetual easements for the maintenance of any such encroachment and for the use of the space required thereby are hereby established and shall exist for the benefit of the Owner of the encroaching property; provided, however, that no easement shall be created in the event the encroachment is due to the willful conduct of the Owner or a person under the direction of the Owner.

Section 16.5. Easements Appurtenant. Perpetual easements are hereby established, running with the land, appurtenant to all Lots and Living Units, for use by the Owners thereof, their families and guests, invitees and servants, of the Common Ground(s). Each Living Unit is further granted a perpetual easement, running with the ownership of the Unit, to use and occupy the balcony, terrace, patio, sidewalks, driveways and garage, if any, which are part of the Living Unit, should there be any encroachment on the Common Ground(s) or any other Lot; provided, however, that no Owner shall enclose, decorate or landscape any such balcony, terrace, patio, sidewalks, driveways or garage contrary to any Rules and Regulations established by the Association.

Section 16.6. Easements in Gross. The property and each Lot shall be subject to a perpetual easement in gross to the Association for ingress and egress, to perform their obligations and duties as required by this Declaration. Should it be necessary to enter a Lot or Living Unit to effect a necessary repair, the employees, agents and workmen shall be entitled to entrance by exhibiting to the Owner a written order from the Association.

Section 16.7. Effect of Easements. All easements and rights herein established shall run with the land and inure to the benefit of and be binding on each Lot Owner, his or her heirs, successors and assigns, and any Owner, purchaser, mortgagee or other person having an interest in any portion of the Property, whether or not such easements are mentioned or described in any deed of conveyance.

ARTICLE XVII MAINTENANCE

Section 17.1. Association's Responsibility for Common Ground(s). The Association shall maintain and keep in good repair the Subdivision entrance, gates, the Subdivision Common Ground(s), and other projects and improvements of the Association. Maintenance shall be funded by the Association's assessments.

Section 17.2. Association's Responsibility for Lots and Exterior of Living Units. Subject to other provisions in this Declaration relating to the Association's responsibility for Lots and the exterior of Living Units, the Association shall maintain, repair, replace and improve certain exterior surfaces of the Living Units and certain portions of Lots on the Property. Such maintenance shall include all exterior surfaces, roofs and exterior walls of the entire Lot including any tie-walls located on Lot, and any exterior lighting and irrigation systems on any Lot. In addition, the Association shall be responsible for the maintenance and preservation of all driveways, all privacy walls, all landscaping, gardening, painting, repairing and replacement of the above-described exterior surfaces and portion of the Lots. Such maintenance, however, shall not include lawn care and tree and shrub replacement and lighting for such portion of a Lot which is within an enclosed patio, sundeck, screened-in porch or patio, courtyard or other enclosed area, or an Owner's personal garden. For the purpose of performing the maintenance, repair, replacement and improvements herein authorized, the Association and its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any Living Unit at reasonable hours on any day.

Section 17.3. Owner's Responsibility for Lots and Living Units. Nothing herein this Article XVII, Section 17 of this Declaration shall relieve the Owners from their personal responsibility to maintain and preserve the other exterior surfaces or portions of a Lot or the interior surfaces of their Living Units and to paint, clean, decorate, maintain and repair said Living Unit. Further, no Owner shall make any alterations in the portions of the Living Units and Lots which are to be maintained by the Association, remove any portion thereof, make any additions thereto, or do any work which would affect the safety, soundness, or aesthetic quality thereof without the prior written consent of the Association. Owners who have received the approval of the Association to add to the exterior surfaces or portions of their Lot understand that such approval does not relieve them from their personal responsibility and costs of maintaining and preserving such additions. Subject to other provisions in this Declaration relating to the Owner's responsibility for Lots and Living Units, including but not limited to, Article XV Section 15.1.4, all maintenance of the Lots, and all structures and other improvements within or upon the Lots, not to be performed by the Association under this Declaration, shall be the sole responsibility of the Owner who shall perform such maintenance in a manner consistent with the standards of this Declaration.

Section 17.4. Owner's Failure to Comply. In the event the Association determines that any Owner has failed to maintain his or her Lot and Living Unit in a neat and attractive manner consistent with the provisions of this Declaration, the Association

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shall give the Owner written notice of the Association's intent to provide the necessary maintenance, repair, replacement, or improvement at the Owner's sole cost and expense. The notice shall set forth with reasonable particulars the maintenance, repairs, replacements, or improvements deemed necessary. The Owner shall have thirty (30) days within which to complete the maintenance, repair, replacement or improvement or in the event that such maintenance, repair, replacement or improvement is not capable of completion within the thirty (30) day period, to commence such work which shall be completed within a reasonable time as established by the Association. One (1) notice per violation will be given and will cover any continuation of that violation.

Section 17.4.1. In an emergency, the Association may take remedial action immediately without giving the thirty (30) day notice. In such an emergency situation, in the sole discretion of the Association, the Association will not need to comply with this Article XVII Section 17.4 of this Declaration.

Section 17.4.2. Each Owner covenants and agrees that if such Owner fails to comply with the provisions of this Declaration, the Association shall have the right, without being deemed guilty of trespass, to enter upon the Lot to provide any maintenance, repair, replacement or improvement at the Owner's sole cost and expense.

ARTICLE XVIII PARTY WALLS

Section 18.1. General Rules of Law to Apply. If, and only if, the Owners vote to insure their Living Units pursuant to Article XII Section 12.3 of this Declaration, this Article XVIII Section 18 shall apply. Each wall, including fence walls and common garage walls, which is built as a part of the original construction of a Living Unit upon the Property and placed on the dividing line between the Lots and each foundation wall upon which more than one (1) Living Unit is built shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article XVIII of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. Penetration of a party wall for any reason shall be strictly prohibited.

Section 18.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 18.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use and such contribution shall be without prejudice to the right of any such Owners to call for a larger contribution from others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 18.4. Weatherproofing. Notwithstanding any other provisions of this Article XVIII, an Owner who by his or her negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against such elements.

Section 18.5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article XVIII shall be appurtenant to the land and shall pass to such Owner's heirs, successors or assigns in title.

ARTICLE XIX ARBITRATION OF PARTY WALL DISPUTES

Section 19.1. Arbitration. All claims, demands, disputes, controversies, and differences that may arise under Article XVIII of this Declaration concerning a party wall shall be settled by arbitration as herein set forth pursuant to Chapter 710 ILCS 5/1 and following, as amended.

Section 19.2. Selection of Arbitrators. Either party to a dispute concerning a party wall may, by written notice to the other party within ten (10) days after receipt of such notice by the first party, appoint a second arbitrator, and in default of such second appointment, then the first arbitrator appointed shall be the sole arbitrator.

Section 19.2.1. When two arbitrators have been appointed as hereinabove provided, they shall, if possible, agree on a third arbitrator and shall appoint him or her by written notice signed by both arbitrators and a copy shall be mailed to each party to the dispute within ten (10) days after such appointment of the third arbitrator.

Section 19.2.2. In the event ten (10) days shall elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator as hereinabove provided, then either party to the dispute, or both, may in writing, within fifteen (15) days after the original appointments, request the Association to appoint a third arbitrator.

Section 19.3. Arbitration Hearing and Award. On appointment of three (3) arbitrators as hereinabove provided, such arbitrators shall hold an arbitration hearing in Madison County, Illinois, within twenty (20) days after such appointments. At the hearing, the laws of evidence of the State of Illinois shall apply, and the three (3) arbitrators shall allow each party to present his or her case, evidence, and witnesses, if any, in the presence of the other party, and shall render their award, including a provision for payment of costs and expenses of arbitration to be paid by one or both of the parties, as the arbitrators deem just.

Section 19.4. Finality of Award. The award of the majority of the arbitrators shall be binding on the parties, and judgment may be entered thereon in any court having jurisdiction.

ARTICLE XX UTILITIES/JOINT CONNECTIONS

Section 20.1. The rights and duties of the Owners of Lots and Living Units within the Property with respect to sewer, water, electricity, gas and telephone connections thereto shall be subject to the following conditions:

Section 20.1.1. Easements. Whenever connections of sanitary sewers, storm sewers, water, electricity, gas, telephone lines, television aerial lines, cable television lines or any other utilities are installed within the Property, and the connections, or any portion thereof, lie in or upon Lots or Living Units thereon owned by others than the Owner served by said connections, the Association, the utility companies and the Owners of any Lots or Living Units served by said connections shall have the right, and are hereby granted easements to the full extent necessary to construct, reconstruct, repair, replace and maintain said connections, and to enter upon Lots or to have the utility companies or repair personnel enter upon Lots within the Property in or upon which said connections, or any portion thereof, lie to repair, replace and generally maintain said connections as and when the same may be necessary, and further, if the Association deems the repair, replacement or maintenance of any such connection to be necessary, and further, if the Association deems the repair, replacement or maintenance of any such connection to be necessary or are requested by the Owner, of a Lot or Living Unit served by any such connection to repair, replace or maintain the same, the Association shall have the right to repair, replace or maintain such connection and pay for such repair, replacement or maintenance out of the assessments collected by the Association under Article XI of this Declaration; provided, however, that in the event that the repair, replacement or maintenance of the connection is necessitated by the act of an Owner of a Lot or Living Unit served thereby, said Owner shall bear all of the cost of repair, replacement or maintenance in accordance with Article XX Section 20.1.2 of this Declaration.

Section 20.1.2. Damage or Destruction; Fault. In the event any portion of any connection or line is obstructed, damaged or destroyed through the act of any Owner of a Lot or Living Unit being served by said connection, or any of his or her agents, guests, or members of his or her family, whether or not such act is negligent or the Owner is otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner who is responsible for such obstruction, damage or destruction shall forthwith proceed to replace

or repair the same to as good a condition as existed prior to such destruction, damage, or obstruction, without cost to the other Owners served by said connection at said Owner's sole cost and expense, and if said Owner fails to make such replacement or repair, then the Association shall have the right to do so and assess the costs thereof against said Owner's Lot and Living Unit, and said Owner, for himself or herself, or his or her heirs, successors and assigns, covenants that he or she will pay the Association said assessment upon demand or in such periodic payments as may be determined by the Association, and that said assessment, if not so paid on the date when due, shall become a continuing lien on the Lot and Living Unit and the personal obligation of said Owner, and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the provisions set forth in Article XI hereof for other assessments by the Association.

Section 20.1.3. Damage or Destruction - No Fault. In the event any portion of any connection or line is obstructed, damaged or destroyed by some cause other than the act of any of the Owners being served by said connection, their agents, guests, or members or their families (including ordinary wear and tear and deterioration from lapse of time), then in such event, if said obstruction, damage or destruction shall prevent the full use and enjoyment of said connection by the Owner of any Lot or Living Unit served by said connection, said Owner shall notify the Association and the Association shall proceed forthwith to replace or repair said connection to as good condition as formerly in accordance with the terms hereof.

Section 20.1.4. Restoration. In conjunction with any repair, replacement or maintenance of any connection, the premises thereby affected shall be restored to their condition prior to such repair, replacement and maintenance and the cost thereof borne as provided for the cost of repairs.

ARTICLE XXI REMEDIES AND ENFORCEMENT

Section 21.1. Enforcement. The Association and each person to whose benefit this Declaration inures, may proceed through the judicial system to prevent the occurrence or contribution of any violation of any provision of this Declaration.

Section 21.2. Suspension of Rights. The Association may suspend all of an Owner's voting rights for any period during which any assessment against such Owner remains unpaid, or during the period of any continuing violation of the provisions of this Declaration or the Rules and Regulations. Suspension shall commence when an Owner is declared to be in violation of this Declaration or the Rules and Regulations by the Association and such suspension shall continue for an additional period not to exceed thirty (30) days after the violation has been cured.

Section 21.3. Cumulative Remedies. Remedies are cumulative and any specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy. No delay or failure on the part of an aggrieved party to invoke an available remedy shall be a waiver by that party of any right available to him or her upon the recurrence or continuation of said violation or the occurrence of a different violation.

Section 21.4. Self-Help. In addition to any other remedies, the Association or its duly authorized agent shall have the power to enter upon a Lot to abate or remove, using such force as may be reasonably necessary, any structure, thing or condition which violates this Declaration or the Rules and Regulations. Unless an emergency situation exists, the Association shall give the violating Owner thirty (30) days written notice of its intent to exercise self-help. All costs of self-help, including attorneys fees actually incurred shall be assessed against the violating Owner and shall be collected as a specific assessment. Neither the Association nor its agents shall be deemed guilty in any manner of trespass.

Section 21.5. Attorneys Fees. The court in any action relating to the terms and provisions of this Declaration between the Association and any other party may award the Association reasonable expenses in prosecuting or defending such action, including attorneys fees actually incurred. In the event the Declarant or Association shall being suit against any Owner for a violation of any of the provisions of this Declaration, the cost of suit and attorneys fees actually incurred will be assessed as costs against the Owner. The Association may include as a specific assessment to any violating Owner the cost of any effort before legal action to enforce provisions of this Declaration. In the event that any attorneys fees and costs are not paid by the Owner of said Lot within thirty (30) days after the Association has assessed them specifically to the Owner of said Lot or within thirty (30) days after judgment for them has been rendered, then those fees and costs shall bear the maximum legal interest rate. The Association may execute and acknowledge an instrument reciting this specific assessment and record it in the Office of the Recorder of Deeds for Madison County, Illinois. Thereupon the specific assessment shall become a continuing lien on the Lot of that Owner and shall bind the Owner, his or her heirs, successors and assigns.

Section 21.6. Fines. The Board may by resolution levy a fine of up to five percent (5%) of the monthly assessment per day upon any Lot for the continuing violation of this Declaration or the Rules and Regulations by the Lot Owner or the Lot Owner's tenant or occupant. Such fine shall only be imposed after the Board has given the Owner at least twenty (20) days written notice that a hearing will be held to determine the existence of any violation and only after the Board determines at such hearing that a violation exists. Any unpaid fines shall constitute a lien against the Lot.

ARTICLE XXII
GENERAL PROVISIONS

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Section 22.1. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Lot, his or her respective legal representatives, heirs, successors and assigns, for the duration of the Subdivision. In the event the Subdivision is vacated, fee simple title to the Common Ground shall vest in the then record Owners of all Lots and Living Units constituting a part of the Property, as tenants in common. The rights of said tenants in common shall only be appurtenant to and in conjunction with their ownership of Lots or Living Units in the Subdivision, and any conveyance or change of ownership of any Lot or Living Units and none of the owners of the Common Ground shall have such rights of ownership as to permit them to convey their interest in the Common Ground except as is incident to the ownership of a Lot or Living Unit, and any sale of any Lot or Living Unit shall carry with it without specifically mentioned it, all the characteristics of ownership of the Common Ground; provided, however, that all of the rights, powers and authority conferred upon the Association shall continue to be possessed by the Association.

Section 22.2. Amendment. Except as provided in paragraph 5.1.5, this Declaration may be amended upon the written consent of at least two-thirds (2/3) of the Members. Amendments to this Declaration shall become effective upon recordation in the Madison County Office of the Recorder of Deeds, unless a later effective date is specified in the recorded Amendment. This provision is subject to the provisions of Article V of the Declaration encompassing rights of Declarant. Major amendments to these Covenants and Restrictions shall be subject to approval by the Village of Glen Carbon Board of Trustees.

Section 22.3. Severability. Every provision of this Declaration is declared to be independent of and severable from every other provision. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain unimpaired and in full force and effect.

Section 22.4. Captions and Gender. Captions in this Declaration are for convenience only and do not in any way limit or amplify the terms or provisions. Any reference to the masculine shall include the feminine and any reference to the feminine shall include the masculine and any reference to the singular shall include the plural.

Section 22.5. Binding Arbitration. All disputes and controversies between the parties to this Declaration regarding the subject matter of this Declaration shall be resolved by arbitration in Madison County, Illinois before a proceeding administered by the American Arbitration Association and in accordance with the rules of the American Arbitration Association. In connection therewith, discovery shall be permitted pursuant to the provisions of the Illinois Rules of Civil Procedure. Any matter determined by arbitration as aforesaid shall be final and binding upon all of the parties thereto. Only

upon more than the majority of the Owner's approval shall the Association be allowed to represent an Owner in arbitration with respect to the subject matter of this Declaration.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

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The Fountains of Sunset, LLC, an
Illinois Limited Liability Company

BY:

Robert C. Herr
Robert C. Herr, Member

BY:

Joseph Militello
Joseph Militello, Member

BY:

Richard Militello
Richard Militello, Member

BY:

Barry G. Wilson
Barry G. Wilson, Member

BY:

Daniel L. Hurford
Daniel L. Hurford, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that ROBERT C. HERR, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the

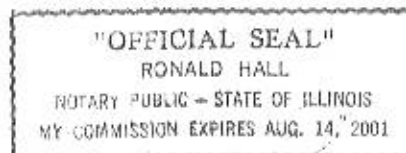
same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, 2001.

Ronald Hall
Notary Public

My Commission Expires

August 14, 2001



STATE OF ILLINOIS)
) SS.
 COUNTY OF MADISON)

4421 1646

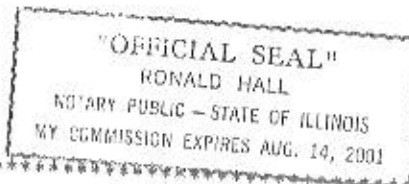
I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that JOSEPH MILITELLO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, 2001.

Ronald Hall
 Notary Public

My Commission Expires:

August 14, 2001



STATE OF ILLINOIS)
) SS.
 COUNTY OF MADISON)

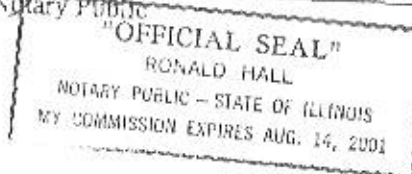
I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that RICHARD MILITELLO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, 2001.

Ronald Hall
 Notary Public

My Commission Expires:

August 14, 2001



STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

4421 1647

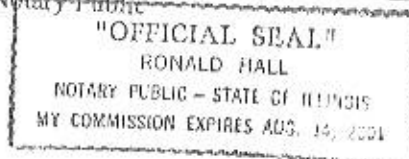
I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that BARRY G. WILSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, 2001.

Ronald Hall
Notary Public

My Commission Expires:

August 14, 2001



STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

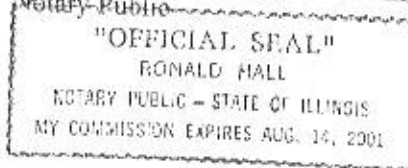
I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that DANIEL L. HURFORD, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, 2001.

Gonzalez Hall
Notary Public

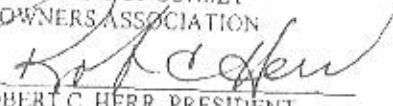
My Commission Expires: _____

August 14, 2001

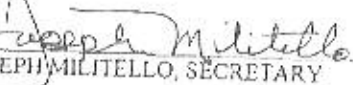


4421 1648

THE FOUNTAINS OF SUNSET
HOMEOWNERS ASSOCIATION

BY: 
ROBERT C. HERR, PRESIDENT

ATTES

BY: 
JOSEPH MILITELLO, SECRETARY

Part of the Northwest Quarter of Section 28, Township 4 North, Range 8 West of the Third Principal Meridian, Village of Glen Carbon, Madison County, Illinois, being more particularly described as follows:

Commencing at the Southeast corner of Country Maples Subdivision as recorded in Plat Cabinet 52, Page 198 of the records of the Madison County, Illinois Recorder's Office; thence North 00 Degrees 17 Minutes 51 Seconds West along the East line of said Country Maples, a distance of 401.88 feet to the Southwest corner of Country Maples 1st Addition as recorded in Plat Cabinet 56, Page 61 in said Recorder's Office; thence North 88 Degrees 19 Minutes 38 Seconds East along the South line of said Country Maples 1st Addition, a distance of 619.43 feet to the Western most line of Lot 41 in Glen Hills 1st Addition, as recorded in Plat Cabinet 56, Page 79 in said Recorder's Office; thence South 00 Degrees 11 Minutes 22 Seconds East along the West line of said Lot 41 and the West line of the Seventh and Eighth Addition of Meridian Hills, as recorded in Plat Cabinet 54, Page 115 and Plat Cabinet 60, Page 137, respectively, in said Recorder's Office, a distance of 936.00 feet; thence South 63 Degrees 11 Minutes 44 Seconds West, a distance of 537.67 feet; thence South 88 Degrees 15 Minutes 45 Seconds West, a distance of 41.22 feet; thence North 53 Degrees 58 Minutes 56 Seconds West, a distance of 355.06 feet; thence North 46 Degrees 01 Minute 14 Seconds West, a distance of 98.11 feet to the beginning of a 100.00 foot radius non-tangent curve to the right whose center bears North 29 Degrees 44 Minutes 50 Seconds East; thence Westerly along said curve through a central angle of 08 Degrees 33 Minutes 06 Seconds, an arc distance of 14.93 feet to the beginning of a 523.00 foot radius tangent curve to the right; thence Westerly along said curve through a central angle of 34 Degrees 43 Minutes 03 Seconds, an arc distance of 316.90 feet; thence North 76 Degrees 28 Minutes 41 Seconds West, a distance of 49.03 feet to the beginning of a 230.00 foot radius tangent curve to the right; thence Westerly along said curve through a central angle of 35 Degrees 34 Minutes 03 Seconds, an arc distance of 142.78 feet to the beginning of a 300.00 foot radius tangent curve to the left; thence Westerly along said curve through a central angle of 09 Degrees 04 Minutes 07

Seconds, an arc distance of 47.48 feet to the beginning of a 300.00 foot radius tangent curve to the right; thence Westerly along said curve through a central angle of 09 Degrees 04 Minutes 07 Seconds, an arc distance of 47.48 feet; thence North 40 Degrees 54 Minutes 38 seconds West, a distance of 24.51 feet to the beginning of a 30 foot radius non-tangent curve to the left whose center bears South 82 Degrees 53 Minutes 52 Seconds East; thence Southerly, along said curve through a central angle of 06 Degrees 13 Minutes 32 Seconds, an arc length of 3.26 feet; thence South 00 Degrees 52 Minutes 36 Seconds West, a distance of 19.06 feet; thence North 40 Degrees 54 Minutes 38 Seconds West, a distance of 70.34 feet; thence South 85 Degrees 42 Minutes 36 Seconds West, a distance of 50.20 feet to a point on the Southeasterly right-of-way line of Illinois Route 157; thence North 49 Degrees 05 Minutes 22 Seconds East along said Southeasterly right-of-way line of Illinois Route 157, a distance of 287.22 feet to the beginning of a 1573.78 foot radius tangent curve to the left; thence Northeasterly along said curve and right-of-way line through a central angle of 06 Degrees 59 Minutes 51 Seconds, an arc distance of 192.21 feet to a point on the South line of said Country Maples; thence South 89 Degrees 09 Minutes 07 Seconds East, a distance of 576.84 feet to the Point of Beginning, containing 24.64 acres, more or less.

Except coal, gas and other mineral rights excepted or reserved in prior conveyances.

(With privileges of and subject to restrictions, reservations, right-of-way grants, covenants, exceptions, easements and agreements, etc. of record.)

Permanent Parcel No. 14-1-15-28-00-000-003 (Part)
Permanent Parcel NO. 14-1-15-28-00-000-003.001 (Part)

ADDENDUM

TO

DECLARATION OF RESIDENTIAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE FOUNTAINS OF SUNSET MADE AS OF THE 21st DAY OF FEBRUARY, 2001, AND IS DEEMED TO BE AN INTEGRAL PART OF THE DECLARATION BEING RECORDED IN PLAT BOOK VOLUME PC 62, PAGE 114, INCLUDING THIS ADDENDUM,

ARTICLE XXIII is hereby added to the Declaration of Residential Covenants, Conditions and Restrictions for The Fountains of Sunset.

ARTICLE XIIIDEVELOPMENT OF OUTLOT A

Section 23.1. Development of Outlot A for uses other than Residential. Notwithstanding anything in this Declaration, Outlot A may be developed for other than residential purposes.

Section 23.2. Architectural Compatibility. Any improvements on Outlot A will be architecturally compatible with the residential development of the Subdivision.

Section 23.3. Temporary Overflow Parking for the Benefit of Adjacent Subdivision. In conformity with the requirements of the Village of Glen Carbon, the Declarant gives its temporary permission for overflow parking from the patrons of Lot 1 of Sunset Hill Memorial Estates First Addition.

Section 23.4. Permitted Uses. Outlot A shall be developed as a Planned Development Procedure ("PDP") in accordance with Glen Carbon Zoning Ordinance No. 96.21.

4421 1652

Section 23.5. Addendum. This addendum is deemed to be part of and generally subject to the provisions of the Declaration of which it is a party.

AS STATED IN THE DECLARATION THIS ADDENDUM IS PART OF THE DECLARATION CONTRACT, AND CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

The Fountains of Sunset, LLC, an
Illinois Limited Liability Company

BY: Robert C. Herr
Robert C. Herr, Member

BY: Joseph Militello
Joseph Militello, Member

BY: Richard Militello
Richard Militello, Member

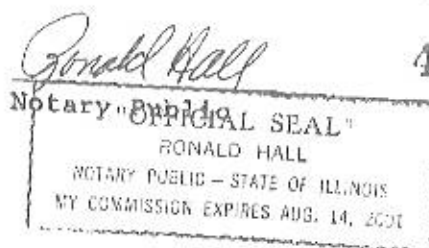
BY: Barry G. Wilson
Barry G. Wilson, Member

BY: Daniel L. Hurford
Daniel L. Hurford, Member

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that ROBERT C. HERR, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, seal and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of
March, 2001.



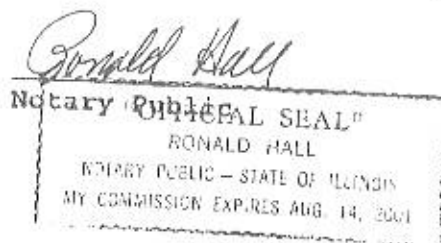
My Commission Expires:

August 14, 2001

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said
County and State aforesaid, DO HEREBY CERTIFY that JOSEPH
MILITELLO, personally known to me to be the same person
whose name is subscribed to the foregoing instrument, as
having executed the same, appeared before me this day in
person and acknowledged that he signed, seal and delivered
the said instrument as his free and voluntary act for the
uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of
March, 2001.



My Commission Expires:

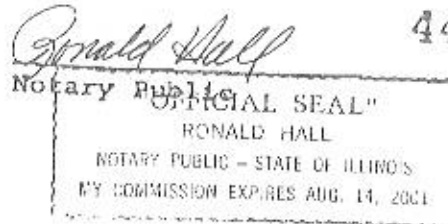
August 14, 2001

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said
County and State aforesaid, DO HEREBY CERTIFY that RICHARD
MILITELLO, personally known to me to be the same person
whose name is subscribed to the foregoing instrument, as
having executed the same, appeared before me this day in

person and acknowledged that he signed, seal and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, 2001.



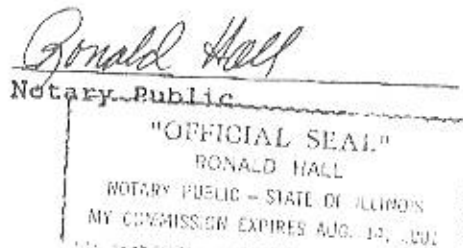
My Commission Expires:

August 14, 2001

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that BARRY G. WILSON, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, seal and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of March, 2001.



My Commission Expires:

August 14, 2001

STATE OF ILLINOIS)
) SS.
COUNTY OF MADISON)

4421 1655

I, the undersigned Notary Public, in and for said County and State aforesaid, DO HEREBY CERTIFY that DANIEL L. HURFORD, personally known to me to be the same person whose name is subscribed to the foregoing instrument, as having executed the same, appeared before me this day in person and acknowledged that he signed, seal and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

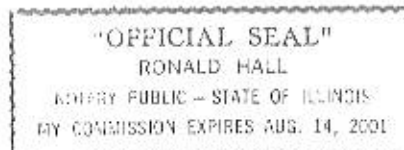
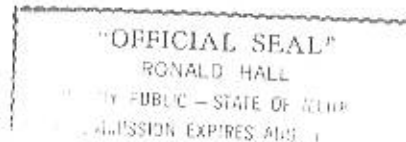
Given under my hand and Notarial Seal this 14th day of March, 2001.



Notary Public

My Commission Expires:

August 14, 2001



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