

ARTICLE 11
GENERAL PROVISIONS

- 11.01 Management and other Contracts. The Developer hereby reserves the right, from time to time, for and on behalf of the Association, to engage a manager for the Association and its property during all or any portion of the period Developer has the right to appoint directors to the Board. Thereafter, the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management agreement shall be terminable by either party for cause upon thirty (30) days written notice, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. Any other contract providing for services by the Developer must provide for termination on ninety (90) days written notice and be for a maximum contract term of three years.
- 11.02 Enforcement. The Board of Directors of the Association shall have standing and capacity to act in a representative capacity on behalf of the Owners. In furtherance of the foregoing, and in addition to all other rights herein granted to the Association, the Board of Directors of the Association may enforce the provisions of this Declaration and the Articles of Incorporation, By-laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at 18% per annum, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6.
- 11.03 Severability. If any term, restriction or covenant of this instrument is deemed illegal or unenforceable, all other terms, restrictions or covenants and the application thereof shall remain unaffected to the extent permitted by law.
- 11.04 Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such

lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

- 11.05 Amendment, Change, Modification, or Rescission. No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Declarant or Developer may be amended, changed, modified or rescinded in any way without the prior written consent of the Trustee and Developer. So long as Declarant is the owner of one or more lots, Declarant shall have the right to amend any provisions of this Declaration without notice to or consent of any lot owner. The provisions of this Paragraph 11.05 may only be amended, changed, modified, or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged and approved by the Board, the Developer and all of the Owners and all mortgagees having bona fide liens of record against any of the Lot Ownerships. Except for amendments to this Paragraph 11.05, and except as elsewhere provided in this Declaration, the provisions of this Declaration may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed and acknowledged by the Developer, the Board and approved by the Owners having at least seventy-five percent (75%) of the total vote at a meeting called for that purpose and approved by any mortgagees required hereunder and containing an affidavit by an officer of the Board certifying that a copy of such instrument (without such affidavit) has been mailed by certified mail to all mortgagees having bona fide liens of record against any Lot not less than ten (10) days prior to the date of such affidavit. Each instrument of amendment, change, modification or rescission, made in accordance with this Declaration, shall be effective upon the recording of such instrument in the office of the Will County, Illinois Recorder.
- 11.06 Special Amendment. Notwithstanding any other provision of this Declaration, the Declarant and the Developer and each of them singly reserves and shall have the right at any time and from time to time to record a Special Amendment to this Declaration to (i) conform this Declaration with the requirements of any applicable local ordinance or the requirements of any institutional lender issuing a commitment to the Declarant, to the Developer or to a Purchaser or (ii) correct clerical or typographical errors in this declaration, or (iii) complete the data on the plat after improvements constructed at any time on the Parcel are completed by the Developer or (iv) modify or amend this Declaration so long as such modifications and amendments shall not materially impair the rights of Owners. In furtherance of the foregoing, each Owner and each holder of mortgage, trust deed, or lien affecting any Lot and each person having any other interest in the Property hereby grants to the Declarant and Developer and each of them (and the Declarant hereby reserves for each of them) an irrevocable power of attorney coupled with an interest on behalf of each Owner and each such holder or person to make, sign and record on behalf of each Owner and each such holder and person any amendment described in this Paragraph 11.06. Each deed, mortgage, trust deed, other evidence of obligation or other instrument

affecting a Lot or the property and the acceptance of any such instrument shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the aforescribed power of attorney to the Declarant, Developer, and each of them, to make, sign and record on behalf of each of the Owners, holders and persons described in this Paragraph any amendment described in this Paragraph. No amendment shall be effective until recorded in the Office of the Recorder of Deeds of Will County, Illinois.

- 11.07 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, as shown in the records of the Association at the time of such mailing.
- 11.08 Binding Effect. The easements created by this Declaration shall be of perpetual duration. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of not less than seventy-five (75%) percent of the Lots has been recorded, agreeing to amend said covenants and restrictions in whole or in part.
- 11.09 Successors and Predecessors of Declarant or Developer. No party exercising rights as Declarant or Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.
- 11.10 Successors and Assigns. This Declaration shall inure to the benefit of and be binding upon the successors and permitted assigns of Declarant, Developer and all persons which may have or hereafter obtain any interest in the Property.
- 11.11 Trustee Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements of said Declarant are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Declarant or for the purpose or with the intention of binding said Declarant personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Declarant not in its own right, but solely in the exercise of the powers conferred upon it as Trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable

against State Bank of Countryside, or any of the beneficiaries under the Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of said Declarant in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto, anything to the contrary notwithstanding, that the Declarant will act only on the direction of the beneficiaries.