

ARTICLE 6

AMENDMENTS, REVOCATION, AND RIGHTS OF THE VILLAGE
AMENDMENT AND REVOCATION PROCEDURE

At any time, and from time to time, while these restrictions are in effect, they may be amended or revoked by the recording (in the office of the Recorder of Will County, Illinois) of an instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors and assigns) or by the then Owners of not less than two-thirds (2/3) of the Lots in said Subdivision, which declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns shall hold legal title to any Lot or Lots in the Subdivision, then an amendment or revocation signed by not less than two-thirds (2/3) of the Owners of such Lots must also be signed by Developer or such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or title company doing business in Will County that any such instrument of amendment or revocation has been signed by the then Owners of not less than two-thirds (2/3) of such Lots shall be deemed prima facie evidence that such instrument has been signed by the Owners of the required number of Lots. In the voting provided for herein and in making amendments and revocations to this Declaration, each of said originally platted Lots shall be deemed a unit and the Owner or Owners thereof shall be entitled to one (1) vote and shall count as one Owner in determining the number of votes and Owners.

Any and all amendments to and/or revocations of this Declaration must be submitted to the Village for approval, which approval shall not be unreasonably withheld. No amendment and /or revocations will be valid and effective unless and until the Village approved the same in writing, provided that Village approval shall not be required to amend provisions that relate to the structure or internal operations of the Homeowners Association.

VILLAGE OF FRANKFORT ENFORCEMENT AND LIEN RIGHTS

The Village shall have the right, but not the obligation, to enforce the terms of this Declaration, in its entirety, as if it were an Owner. To facilitate compliance with the terms of this Declaration, upon twenty-one (21) calendar days' notice by the Village to the noncompliant party, the Village shall have the right, but not the obligation, to lien the property of the noncompliant party and enforce said lien to the full extent allowed by the law, including but not limited to foreclosure of the same.

In the event the Association or an Owner does not comply with the terms of these covenants, conditions and restrictions, or any of the obligations set forth herein, upon twenty-one (21) days' notice by the Village to the noncompliant party, the Village shall have the right, but not the obligation, to enter upon one, some, or all Lots, as the case may be, and enforce or cause compliance with this Declaration, in its entirety, and/or any amendments or revocations as may be recorded from time to time. However, in the event that failure to comply with any provision of the Declaration constitutes an emergency substantially threatening injury to persons or property, the Village shall be required only to give such notice as is practical under the circumstances before the exercise of its rights under this section.

The Village shall be reimbursed by the non-compliant party for any actual funds that the Village expends, or costs that the Village incurs in enforcing or causing compliance with the terms of this Declaration within thirty (30) days of mailing of a bill for such work. In the event the non-compliant party fails to pay such bill within the time required, the Village may place a lien, pro-rata, against the Developer, Association, or each non-complying Lot owner, as the case may be, which lien and right of recovery shall include but are not limited to the Village's reasonable attorney's fees, expenses and costs of investigation, settlement and litigation, and enforce said lien to the full extent allowed by law, including but not limited to foreclosure of the same. Failure of the Village to exercise or enforce its rights in any particular circumstances shall not be deemed a waiver of its rights. These rights apply to the Village of Frankfort's enforcement of the Declaration in its entirety.

GRANTS OF EASEMENTS TO THE VILLAGE OF FRANKFORT

The Village is hereby granted an easement along, in, over and on the Common Areas for the purposes of accessing the same and, in the event the Association is not fulfilling any or all of its duties pursuant to this Declaration, maintaining, replacing and repairing the structures, lawn and/or landscaping within the Common Areas. With exception to emergency situations, the Village shall not use this easement until the Village has provided the Association with twenty-one (21) calendar days' notice to address the subject matter of the notice. This easement shall be perpetual and shall run with the Common Areas.

IN WITNESS WHEREOF, the Owner/Developer has caused these presents to be executed this _____ day of _____, 2004.

OWNER:

By: _____
William J. McEnery

Subscribed & Sworn to before me this _____ day of _____, 2004.

Notary Public

DEVELOPER:

Midwest Property Development, Inc.

By: _____
Its Duly Authorized Officer

Attest:

Secretary

Subscribed & Sworn to before me this _____ day of _____, 2004.

Notary Public

This Instrument was prepared by:
LYMAN C. TIEMAN
229 WHITE ST.
FRANKFORT, IL 60423
EXHIBIT A

Legal Description

Lighthouse Pointe Phase One being a subdivision of part of the southeast quarter of Section 15, and part of the northeast fractional quarter of Section 22, Township 35 north, Range 12 east of the third principal meridian in Will County, Illinois according to the plat thereof recorded the _____ day of _____ 2004 as Document No. R2004-_____ excepting therefrom lots 68 and 69 of said Lighthouse Pointe Phase One.