

**ARTICLE I**  
**ACCEPTANCE BY GRANTEES**

ACCEPTANCE OF DECLARATION

Each grantee of a Lot in this Subdivision, by the acceptance of a deed conveying any Lot in this Subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants and easements herein contained, and by such acceptance shall for themselves, their heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees subsequent Owners of each said other Lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes, and grants;

This Declaration shall be effective upon the filing of record of the same in the office of the Recorder of Deeds of Will County, Illinois;

DURATION & ENFORCEMENT

The covenants, conditions and restrictions contained herein, and all amendments thereto, shall be considered as appurtenant to and running with the land and be binding upon Declarant, its successors and assigns and all of the Lots in the subdivision, and may be enforced by the Owner or Owners of any Lot in said subdivision, the Village of Frankfort, or by the Developer, its successors or assigns.

Should any provision of this instrument be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, (c) or any other statutory or common law rules imposing time limits, then such provisions shall be deemed to be operative only until 21 years after the death of the last survivor of the now living and lawful descendants of George Ryan, former Governor of the State of Illinois.

VIOLATIONS

In the event that the Owner of any Lot in the subdivision shall violate or attempt to violate any of the covenants, conditions and restrictions, controls and limitations contained herein, any Owner of any other Lot in the subdivision, the Village of Frankfort, Illinois, the Declarant, its successors or assigns, or the Developer, its successors or assigns, shall have the right to institute and carry through any proceeding at law or in equity in order to prevent, restrain, enjoin or remove any such violation or attempted violation, and recover such reasonable attorney fees, expenses and damages based on such violation or attempted violation;

INDEMNIFICATION BY OWNERS

Each Owner of a Lot shall indemnify and hold harmless the Declarant and the Developer against all liability relating to any matter in which they are not to be held liable as provided herein, and from and against any and all loss, cost or damage that may arise or be asserted against Declarant and/or Developer arising out of or

relating to, the activities of said Owner, Owner's agents, employees, contractors, sub-contractors, suppliers, licensees, or guests, anywhere upon or about the Subdivision, including reasonable attorney's fees incurred in connection with the defense of any such claim;

#### SUBORDINATION TO MORTGAGEES

Any lien for unpaid charges and assessments provided for herein shall be subordinate to the lien of any Mortgage now or hereafter placed on the Lots. In the event of the issuance of a deed pursuant to the foreclosure of such prior Mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien for charges and assessments authorized by this Declaration so long as any such lien shall have arisen prior to the date of recording of any such deed;

#### SEVERABILITY

In the event that a court of competent jurisdiction finds any section, part, provision, term or phrase of this Declaration unfounded or void, said findings shall not affect the validity or invalidity of the remainder hereof;

#### INTERPRETATION

The provisions of this Declaration shall be liberally construed to effectuate its purpose;

#### VARIATION AND DEVIATIONS

Declarant hereby reserves the right to enter into agreements with the grantee of any Lot or Lots (without the consent of grantees of other Lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in the Article II provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining real property in the subdivision.

Declarant and grantees of all Lots further agree that no variation or departure from this Declaration shall be valid unless the same is approved, in writing, by the Village of Frankfort, whose approval shall not be unreasonably withheld, and evidence of such variation shall be filed in the office of the Recorder of Deeds of Will County, Illinois.

#### EXCLUSION FROM APPLICATION

The terms of this Declaration shall not apply to areas in the Subdivision which are now or hereafter conveyed and/or dedicated to or condemned by a municipality and/or county, state and/or federal government for roadway and/or public purposes.