

DECLARATION OF
COVENANTS,
CONDITIONS,
EASEMENTS AND
RESTRICTIONS FOR
KING'S CROSSING
HOMEOWNER'S ASSOCIATION
(Unit 2)

Recorded August 17, 2004
see Document #R2004-152668

This DECLARATION (The "Declaration") made as of this 12th day of August, 2004, by MADONNA DEVELOPMENT, INC., an Illinois Corporation (sometimes collectively referred to as "Declarant" or "Developer").

PREAMBLES

A. Declarant is generally the owner in fee simple of a certain parcel of real estate in the Village of Plainfield, County of Will, State of Illinois, legally described as follows (the "Property"):

Lots 50 through 73, 75 and 76, 85 through 100, 108 through 119, KING'S CROSSING UNIT 2 being a subdivision of part of the Northeast Quarter of Section 32, Township 37 North, Range 9 East of the Third Principal Meridian, recorded as document number R2004066703 on April 19, 2004, in Will County, Illinois.

PIN: 1-32-200-005 underlying
Southwest corner of 127th Street and 248th Street, Plainfield, IL 60544

B. Declarant desires to develop a single-family residential development on the Property to be known as KING'S CROSSING UNIT 2 as started on KING'S CROSSING UNIT 1 (the "Development"); and

C. On July 24, 2003, the Declarant recorded the document entitled "Declaration of Covenants, Conditions, Easements and Restrictions for King's Crossing Homeowners' Association (Unit 1) as document #R2003177359; and

D. King's Crossing Unit 1 is legally described as follows:

Lots 1 through 49, 74 through 84, 101 through 107 and Lots 120 and 121
KING'S CROSSING UNIT 1 being a subdivision of part of the Northeast

Quarter of Section 32, Township 37 North, Range 9 East of the Third Principal Meridian, recorded as document number R2003177359 on July 24, 2003, in Will County, Illinois.

E. That on March 5, 2004, a Plat of Resubdivision reconfiguring seven (7) lots and creating Outlot 122 in Unit 1 was recorded as document number R2004038012 and described as follows:

Planned Unit Development Resubdivision of Lots 101, 102, 105, 106 and 107 In King's Crossing Unit 1, a Subdivision of a part of the Northeast Quarter of Section 32, Township 37 North, Range 9 East of the 3rd Principal Meridian, as document number R2004038012 on March 5, 2004, in Will County, Illinois

F. Said Declaration specifically provided that additional land could be added to and be subject to the Declarations and the land described by meets and bounds in the Unit 1 Declaration is the real estate now described by the Plat of Subdivision for King's Crossing Unit 2; and

G. In order to preserve and enhance the value and quality of the Property, Declarant has or will form an Illinois not-for-profit corporation known as KING'S CROSSING Homeowner's Association (the "Association") which will own and/or have responsibility for the maintenance and repair of certain areas and improvements located within the Development, for the taking of such other actions and the performance of such other matters as are specified in this Declaration and for the administration and enforcement of the covenants, conditions and restrictions contained herein.

H. The Declarant has the right to add additional property at any time in the future which property will be subject to these Declarations and which Declarations may be amended to fully include such additional property and to identify additional Community Detention Area and Common Property Area lots such as 122, and such additional property is depicted on the Resubdivision Plat. Further, any land described in the said plat of subdivision which is not taken in title by a unit of government within one year of the recording of this Declaration, except Lot 120, shall become the property of the Association; and the Association shall own and/or have responsibility for the maintenance and repair of said area(s) and improvements located thereon.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, transferred, occupied and conveyed subject to the following covenants, conditions, easements and restrictions for the purpose of enhancing and maintaining the value and desirability thereof.

Further, The Declarant incorporates the Preamble as a part hereof as if fully set forth herein.

ARTICLE 1
DEFINITIONS

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

1.1 "Association" shall mean and refer to KING'S CROSSING Homeowner's Association, an Illinois not-for-profit corporation, its successor and assigns.

1.2 "Board" shall mean and refer to the Board of Directors of the Association.

1.3 "By-Laws" shall mean and refer to the By-Laws of the Association.

1.4 "Community Detention Area" shall mean and refer to that areas identified on the Plat of Subdivision as "Lot 121".

1.5 "Common Property Area" shall mean "Lot 121 and any other area which may be designated by the Developer on a subsequent plat of subdivision and or plat of resubdivision.

For purposes of maintenance, Common Property Area includes areas designated on the Landscape Plan prepared by Linden Lenet dated 5/17/02, latest revision of 9/10/03, entitled "Landscape Plan for King's Crossing" and consisting of 3 pages and which includes the private pond, landscape easements, sprinkling equipment and pump(s), landscape boulevards including easement along 127th Street and the entrance signs. The Association is responsible for maintenance of same pursuant to Article 6.

1.6 "Lot" shall mean and refer to that portion of the Property designated as a Lot on the Subdivision Plat.

1.7 "Member(s) or Membership" shall mean and refer to every person or entity who holds Membership in the Association.

1.8 "Owner" shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

1.9 "Subdivision Plat" shall mean and refer to the Plat of Subdivision for KING'S CROSSING UNIT 1 as recorded with the Office of the Recorder of Deeds of Will County, Illinois on July 24, 2003 as document number R2003177359, the Plat of Resubdivision as recorded with the Office of the Recorder of Deeds of Will County, Illinois on March 5, 2004, as document number R2004038012, and the Plat of Subdivision for KING'S CROSSING UNIT 2 as recorded with the Office of the Recorder of Deeds of Will County, Illinois on April 19, 2004 as document number R2004066703.

MEMBERSHIP AND BOARD OF DIRECTORS

2.1 Membership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

2.2 Voting Rights. The Association shall have two classes of voting members, Class A Members and Class B Members.

(a) Class A Members: Class A Members shall consist of all of the Owners except for the Declarant. Class A Members shall be entitled to one vote for each Lot which they own. When more than one person owns a Lot, the vote for such lot shall be exercised as they among themselves determine; provided, however, that only one vote may be cast with respect to any given lot.

(b) Class B Members: The Declarant shall each be the sole Class B Member for so long as it is an Owner. The Class B Member shall be entitled to one hundred votes for each Lot which it owns. Declarant shall cease to be a Class B Member upon the first to occur of (i) the conveyance by Declarant of legal title to the last of the Lots owned by Declarant, or (ii) the date upon which Declarant withdraws as a Class B Member by executing and recording with the Recorder of Deeds of Will County a written declaration of withdrawal at which time the members will first elect a Board.

ARTICLE 3 EASEMENTS & RESTRICTIONS

3.1 Community Detention Area. Declarant hereby declares and creates a perpetual easement over, under and across the Community Detention Area identified as Outlot 122 (for the purpose of holding and detaining storm water runoff from the Property).

3.2 Community Property Area. Declarant hereby declares and creates a perpetual easement over, under and across the Community Property Area identified as Lot 121 for the purpose of providing and maintaining open green space, and Lots 118 and 119 for public utility and drainage.

3.3. Landscape Easement for Designated Lots along 127th Street. Lots numbered 1 and 74 through 64 shall have a 45-foot rear yard setback along 127th Street and the northern 15 feet of said Lots shall be a landscape easement which includes a 10 foot wide easement of the northern 10 feet of the 15 foot landscape easement for utility and drainage upon which no fence or structure shall be built.

The northern part of Lot 3 along 127th Street shall have a the northern 15 feet of said Lot shall be a landscape easement which includes a 10 foot wide easement of the northern 10 feet of the 15 foot landscape easement for utility and drainage upon which no fence or structure shall be

built.

3.4 Fence Restrictions for Lots Along 127th Street. Only a wrought iron fence may be constructed on the rear of lots with frontage on 127th Street. It shall be in a uniform style, and it will be constructed by the Developer.

Any side yard fencing installed on Lots with 127th Street frontage shall match the wrought iron fencing installed by the Developer.

Any additional rear lot fencing for Lots with 127th Street frontage shall be approved by the developer and shall be of a style complementary to or matching the wrought iron fencing.

3.5 Driveway Location Restrictions. The driveway on Lots 1 and 64 through 74 shall only be located on the southern side of each Lot. Lots 1, 2, 3 and 74 are prohibited from driveway access to 127th Street

3.6 Lot Restrictions. For houses built on Lots 1, 2, 3 and 64 through 74, brick components are required in the rear facades facing 127th Street.

Any pool constructed on a lot with 127th Street frontage shall be an inground pool.

3.7 Easement to Pond. The north 12 feet of Lot 108 is an ingress egress easement for access to the pond for purposes of maintenance and for access to the 10 foot wide public utility and drainage easement of the rear of the Lots adjoining the pond for purpose of maintenance.

3.8 Easements Run With the Land. The foregoing easement shall be a perpetual easement appurtenant to and running with the Property which shall, at all times, inure to the benefit of and be binding upon every Owner, mortgagee and every other person having an interest in the Property, or any part thereof.

ARTICLE 4 COVENANTS, CONDITIONS AND RESTRICTIONS

The following covenants, conditions and restrictions are hereby imposed on all Lots within the Property and shall be considered as running with the land and shall be binding upon the respective owners of said Lots, their heirs, executors, administrators, successors, grantees, lessees and assigns:

4.1 Single Family Residential Buildings Only. Only one residential building shall be erected or allowed to exist upon any Lot. Each-said residential building shall be used or occupied as a single-family dwelling for single-family residential purposes exclusively and no such building or any portion thereof shall be used or occupied for multi-family, trade, commercial, business or agricultural purposes of any kind or nature, including, but without limitation: the use of the

premises for apartment dwellings, hospitals, sanitariums, rest homes, nursing homes, hotels, beauty shops, motels and boarding houses or for the storing of commercial equipment or materials or for professional offices or business or for professional purposes. None of the foregoing non-permissive uses shall be considered to be incidental to any permitted single-family use. No Lot shall be divided or re-subdivided except for the purpose of combining portions thereof with an adjoining Lot or Lots and provided that no additional building site is created thereby.

No room or rooms in any residence or part thereof shall be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

Anything herein to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the Developer, its successor or assignees, from erecting a single family residential building or buildings on any Lot and using and maintaining any such building as a sales office, model home, business office, storage area or construction area for the purposes of the development and sale of the Lots or homes in the Development or and any adjoining property.

4.2 Anti-monotony. Developer agrees to pre-approve architectural designs for all residential buildings before construction begins, and further agrees that no building shall be similar in appearance to buildings on either side of the property or directly across the street from the subject property. A building constructed on a corner lot may be considered dissimilar to another building if the front of each building faces different streets. The following comparisons will be made to determine whether a building is similar to another residence. Comparison of the main roof structures, the main entry features, the window features, the front elevation materials and the color of siding materials.

4.3 Architectural Committee. Before any person shall commence the construction, reconstruction, erection, remodeling, alteration or placing of any building, fence, wall, structure, pool, deck or improvement whatsoever on any Lot, he or she shall submit to the Architectural Committee (hereinafter defined and for convenience sometimes referred to as the "Architectural Committee" the "Committee") two (2) complete sets of construction plans for such building or structure, which plans shall include drawings, specifications, exterior elevations, construction materials, finished ground elevations (foundation, grade or elevation in relation to the grade of the crown of the street), a site plan showing location of the buildings, fences, gas or electric yard lights, and other structures upon the Lot (all of which for convenience are herein referred to as the "construction plans") and no such building, fence, wall, improvement or structure shall be erected, constructed, reconstructed, remodeled, added to, altered or placed upon any Lot unless and until said construction plans have first been approved in writing by the Architectural Committee as herein provided. Until notified by the Developer to the contrary, all communications to the Architectural Committee should be directed to: Duane Linden, Linden & Lenet, 22 North Morgan Street, Chicago, IL 60607.

Within thirty (30) days after complete construction plans have been submitted to it, the Committee shall notify the Lot owner of its approval or disapproval of said construction plans. The date of mailing or personal delivery of such notice shall be deemed to be the date of the notice. Anything herein to the contrary notwithstanding, a recording in the Office of Recorder of Deeds of Will County of a notice disapproving construction plans or disapproving of the construction of any building, improvement or structure commenced prior to approval by the Committee of construction plans therefor shall be sufficient notice to the owner and all persons of such non-conformity and shall preserve the right of the Committee, the Developer, and the owner of any Lot to file suit to enjoin the construction of said building, improvement or structure, if the Committee shall fail to give such notice of approval or disapproval within thirty (30) days after complete construction plans have been submitted to it, it shall be presumed that the Committee has approved such proposed construction plans.

Any suit filed by the Developer, the Committee or the owners of any Lot to enjoin the erection or construction of any building or structure not conforming fully to the requirements of this Declaration shall be timely if filed within one hundred twenty (120) days after the date the non-conforming owner shall have been notified of such default; provided, however, such notice of default shall have been given with sixty (60) days after discovery of said non-conformance.

The height, ground elevation or grade of the top of each and every foundation, basement or crawl space for buildings constructed in the Development and the final grading plans shall be established by the Architectural Committee and conform with the Engineering Plan for the Development prepared by Stanley Engineering, Chicago, Illinois which have previously been approved by the Village of Plainfield (the "Engineering Plans"). No building shall be constructed unless the tip of the foundation, basement or crawl space and final grade shall be in accordance with the Engineering Plans. Any deviations of same must be submitted to and approved in writing by the Architectural Committee.

Prior to commencement of construction, the owner of each Lot shall, at his expense, have such Lot surveyed by an Illinois registered surveyor or professional engineer showing the proposed elevation and proposed structure location on said Lot, and the elevation and location of the proposed structure shall be approved by the Committee prior to the commencement of construction. Further, upon completion of construction and prior to seeding or sodding, the owner of said Lot shall, at his expense, cause the property to be surveyed by an Illinois registered surveyor or professional engineer for final grade to insure compliance with these restrictions and the Engineering Plans for the Development, which survey shall be submitted to and approved by the Architectural Committee and/or its duly authorized agent.

The Committee shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the Committee:

- (a) Such construction plans are not in accordance with the provisions of this

Declaration and the provisions of the Engineering Plans;

(b) The design, exterior and interior size, exterior shape, exterior construction materials or color schemes of the proposed building or other structures is not in harmony with the adjacent building or structures;

(c) Such construction plans as submitted are incomplete;

(d) The Committee deems the construction plans or any part therefor any material used on the exterior of the building or the finished ground elevations of the foundation or the location of the building with respect to the topography of the land to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property, subject hereto, or the owners thereof, or of the adjacent property owners, all in the sole discretion of the Committee; or

(e) The Committee shall, in its sole opinion and discretion, deem the construction plans or any building or structure depicted thereby to be unacceptable or of such design or proportions or to be constructed of such unsuitable materials or exterior color schemes as shall depreciate or adversely affect the values of other building sites or buildings in the Development.

The decisions of the Committee shall be final. Neither the Developer nor any architect or agent of the Developer nor any member of the Committee shall be responsible in any way for any defect in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defect in any work done according to such construction plans. From and after the date of this Agreement and until the Developer has sold its last Lot it owns or it has relinquished its right to appoint the members of the Architectural Committee, the members of the Architectural Committee shall be determined from time to time by the Developer, its successors or assigns. After the Developer has sold the last Lot it owns or has relinquished its right to appoint the members of the Architectural Committee, the number and members of the Committee shall be determined by a majority vote of the Lot Owners.

4.4 Minimum Living Area. In addition to all other requirements in this Declaration, all residences erected in the Lots in the Development shall comply with the following requirements and no residence shall be erected or allowed to exist which does not conform to the following requirements:

(a) A one-story residence shall contain at least 2,000 square feet of living area (exclusive of garage, breezeway, porches and basement).

(b) A two-story residence and a one and one-half story residence shall contain at least 1,200 square feet of living area on the ground floor (exclusive of garage, breezeway, porches, and basements) and the total living area thereof shall be not less than 2,400 square feet exclusive of garages, breezeways, porches and basements. In this Declaration, a one and one-half story

residence shall be defined as a residence with a second floor above the first floor, which second floor is smaller in living area than the first floor, but not to include those buildings commonly described as multi-level, split-level, bi-level, or Mid-level.

(c) A multi-level, split-level, bi-level, tri-level, or staggered level residence must contain at least 2,400 square feet of living area (exclusive of garage, breezeways, porches and basements).

4.5 Two Car Attached Garage Required A garage shall be constructed and maintained appurtenant to each residence constructed within the Development. Each such garage shall be used exclusively in connection with such residence and shall be of sufficient size to house not less than two standard size automobiles. No such garage shall be used at any time as a residence whether temporarily or permanently.

4.6 Garbage. No garbage or trash shall be burned within the Development.

4.7 No Temporary Buildings or Campers. No temporary house, camper, habitable motor vehicle, tent, stand, shack, barn, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any lot at any time either as a residence or otherwise and either temporarily or permanently and no residence erected on any Lot shall be occupied in any manner at any time prior to its full completion in accordance with approved plans as herein above provided. For the purpose of this Declaration a swimming pool, and its appurtenances or a decorative gazebo approved by the Architectural Committee, shall not be considered an out building or structure falling within this subparagraph.

4.8 Signs. No advertising or sign of any type or character shall be erected, placed, permitted or maintained on any Lot other than a street number not exceeding 2' x 1' in size and except for a "For Sale" sign or "For Rent" sign not exceeding 3' x 3' in size. This provision shall not apply to any sign which the Developer may erect identifying and/or advertising the Development and adjoining land, any model homes or any sign or advertisement which may be deemed necessary by the Developers for the operation and sale of the Development and any adjoining property or any house or any Lots therein which said signs the Developer may erect and maintain.

4.9 Trucks, Campers, Etc. No truck, truck mounted camper, trailer, camper, house trailer, boat, boat trailer, bus, camper, motor home, junked automobile, dilapidated or disabled vehicles of any kind, or the like shall be maintained, stored, or parked on any dedicated or undedicated street or right-of-way in the Development. Additionally, no such vehicle shall be parked, kept, maintained, or stored on any Lot in the Development unless housed completely within a garage so as to fully screen each such vehicle from view from the street and from neighboring Lots. The Architectural Committee, in its sole discretion, shall decide any question of interpretation.

4.10 Junk. Machinery and Materials. No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any Lot so they are visible from the street or from any neighboring Lot, except as may be necessary during the period of construction of a building thereon. No part of the Development shall be used for storage of junk, debris, accumulating debris or use as a wrecking yard.

4.11 Destruction of Building. In the event any building or structure is destroyed, either wholly or partially by fire or any other casualty, said building or structure shall promptly be rebuilt, repaired or remodeled and all remaining portions of the building or structure, including the foundations and all debris shall, within sixty (60) days from the date of such fire or other casualty, be removed from the property and any excavation remaining therein shall be promptly filled with stone or other suitable non-organic fill material approved by the Committee.

4.12 Garbage Cans. No garbage, trash or refuse can, container, or receptacle shall be maintained or kept in the front yard of any residence within the Development and all such garbage, trash or refuse cans, containers, and receptacles shall be so placed to reasonably screen them from view from the street and neighboring Lots.

4.13 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats, or other bona-fide household pets may be kept provided they are not kept, bred or maintained for commercial purposes and further provided they do not create a nuisance. Any pet which creates a nuisance shall be removed from the Development by the person having custody of same.

4.14 Fences or Dog Runs. No fence, dog run or animal enclosure shall be erected on any Lot which shall be more than six (6) feet in height and no such fence, dog run or animal enclosure shall be installed in the front yard of any residence in the Development. Each fence shall be constructed of wood, ornamental metal or plastic and each fence, or enclosure must be approved by the Architectural Committee. Side yard dog runs and animal enclosures, if permitted by Village Ordinance, are not recommended and will be approved by the Architectural Committee in its sole discretion.

4.15 Utility Cables. All public utility pipes, mains, tiles, conduits, wires, lines and other appurtenances installed in the Development shall be buried beneath the ground except for utility pedestals and transformers required to serve underground utility facilities in the Development.

4.16 Antennas Prohibited No exterior antennas shall be constructed or permitted to be attached to any residence or any Lot within the Development without first obtaining written approval from the Architectural Committee. The Architectural Committee shall have the right to prohibit all exterior antennas of any height and all satellite dishes whose diameter exceeds twenty inches.

4.17 Tanks and Air-Conditioning Units. No elevated tank of any kind shall be erected, placed or permitted to exist in the Development. Additionally, tanks for the storage of gas or oil below the ground shall likewise be prohibited. All air-conditioning condensing units, cooling or heating apparatus which are placed outside of a residence shall be located only in the side or rear yards and no such unit or apparatus shall be located in any front yard of any residence.

4.18 Solar Equipment. No solar equipment, fixture or appurtenance related thereto shall be installed on any structure or Lot without the prior written approval of the Architectural Committee.

4.19 Landscaping. Within thirty (30) days after issuance of a temporary certificate of occupancy for each residence constructed within the Development, the owner of such Lot shall lay, install or establish sod in the front yard of the residence of the Lot upon which no building, driveway, planting or other approved improvements exist and shall lay, install or establish a sod or seed the lawn in the remaining yard of the Lot upon which no building, driveway, planting or other approved improvements exist or seed lawn on all of the Lot upon which no building, driveway, planting or other approved improvements exist; provided, however, that the time for completion of such lawn may be extended by the Architectural Committee for a period not to exceed one hundred twenty (120) days in the event the owner is prohibited from installing such lawn as a result of inclement weather or labor strike.

Builder will provide one (1) parkway tree for each interior lot and three (3) parkway trees for each corner lot. All parkway trees shall be 2½ inch minimum caliper measured 2½ feet from the ground. (At least 2 additional private trees will be provided on each lot no less than 2 inches in diameter.)

The Association is responsible for maintaining Lots 118, 119, 121 and Outlot 122 as provided elsewhere in this document.

4.20 Curbside Mailbox. So long as curbside mailboxes are required for delivery of U.S. mail in the Development, the owner of each Lot upon which a residence has been constructed shall install and maintain within the right-of-way of such Lot only such mailbox or receptacle of the type, size, design and location as has been approved by the Architectural Committee, including brick mail boxes which must be approved by the said Committee.

4.21 Completion of Work. The work of constructing, altering or remodeling any building on a Lot shall be prosecuted diligently from its commencement to completion. Unless otherwise specifically authorized in writing by the Architectural Committee, the exterior of each structure (including, but without limitation, the roof, exterior wall coverings, sidewalks, driveways and patios) shall be completed within nine (9) months following commencement of construction.

4.22 Sidewalks. Each Lot owner shall construct a sidewalk on his or her residence

in accordance with the Plat of Subdivision, the Engineering Plans and the Subdivision and Sidewalk Ordinances of the Village of Plainfield on or before the first to occur of: (a) his or her occupancy of the residence constructed on the Lot, or (b) the one (1) year anniversary of the date of the deed from Developer to such Lot owner. If such sidewalk is not constructed on a timely basis, then Developer shall have the right to construct such sidewalk on the Lot and file a lien for the cost thereof against said Lot with the Recorder of Deeds of Will County, Illinois.

4.23 Paved Driveways and Other-Surfaces. No residence constructed on any Lot shall be occupied unless the Lot owner shall first have constructed a concrete, asphalt or bituminous paved driveway from the street to the garage in accordance with all applicable governmental rules, regulations, ordinances and statutes; provided, however, that this requirement may be extended by the Architectural Committee for a period not to exceed one hundred twenty (120) days if the Lot owner is prevented from constructing such driveway as a result of inclement weather or labor strike. No driveway, sidewalk, walkway or other drive shall be constructed or allowed to exist on any Lot unless it shall be surfaced with concrete, asphalt, bituminous concrete or such other material as is approved by the Architectural Committee.

4.24 Exterior Lighting. Each outside or exterior light serving any structure located on any Lot shall not exceed an illumination of one hundred (100) watts per light. No light or fixtures attached to a pole or building shall be installed more than fourteen (14) feet above the surface of the ground.

In the event the Lot owner wants a variance, the Board after turnover may grant same upon a showing of reasonable cause.

4.25 Weed Cutting/Clean-Up. Each Lot shall, at all times, be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any Lot except as is necessary during the period of construction. The owner of each Lot shall be responsible for the cutting of grass and the cutting or removal of weeds on such Lot so as to conform with the ordinances of the Village of Plainfield.

4.26 Pools. All swimming pools are subject to the approval of the Architectural Review Committee. Any approved pools shall be constructed in accordance with Village Ordinance.

4.27 Sheds. No detached accessory structure including but lot limited sheds shall be constructed on any Lot. Additions to a house of the same color, material and roofing as the house with a maximum floor square footage of 64 square feet are permitted in accordance with Village Ordinance.

ARTICLE 5 COVENANT FOR ASSESSMENTS

5.1 Assessment obligation. Every Initial Purchaser of a Lot (and their successors) shall, by

taking title to a Lot, be deemed to have covenanted and agreed to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall: (a) be a lien on the Lot against which each such assessment is made (commencing on the date the annual or special assessment is levied and lasting until the assessment is satisfied or waived by the Board); and, (b) be the continuing personal obligation of the Owner at the time the assessment fell due. A Lot owned by the Declarant or the Developer shall not be subject to assessments.

5.2 Expenses and Reserves. The assessment levied by the Association shall be used to meet the expense of improvement and maintenance of the Maintenance Area and the maintenance of signage and monuments (including watering) and such other Association expenses which shall include, without limitation, the expense of all insurance, engineering, legal, professional and management fees, repair, replacement, maintenance and other charges required or permitted by this Declaration and the expense of those items that the Board shall determine to be necessary or desirable to meet the purposes of the Association, including without limitation the establishment and maintenance of a Contingency and Replacement Reserve.

5.3 No interim assessment. Until the Board establishes its budget and Estimated Cash Requirement (hereinafter defined), there will be no annual assessment. The Developer shall maintain common elements until turnover. The Board shall establish its budget as set forth in 5.4.

5.4 Assessment procedure. Commencing on November 1st of the first year in which the Board elected by the Members takes office, the Board will estimate the total amount of maintenance expenses necessary to pay the cost of wages, contractors, landscape maintenance, materials, taxes, insurance, professional or management services, supplies and any other necessary or desirable items which will be required during the ensuing calendar year (January 1-December 31) for services authorized by the Board, together with a reasonable amount necessary to fund the Contingency and Replacement Reserve, and shall, on or before December 1, notify each Owner in writing of the amount or such estimate ("Estimated Cash Requirement"). Such Estimated Cash Requirement shall be prepared on a line-item basis. The Estimated Cash Requirement shall be assessed equally among all the Owners. On or before January 1 of the ensuing fiscal year, each Owner shall be obligated to pay to the Board, or as it may direct, the annual assessment made pursuant to this Section. On or before the date of the annual meeting of each calendar year after the Board takes office, the Board shall furnish to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. The Board shall within five (5) days of written request of an Owner furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments-on his Lot have been paid. Such certificate shall be conclusive evidence of payment or non-payment of any assessment thereon.

5.5 Failure to establish assessments. The failure or delay of the Board to prepare or serve the Estimated Cash Requirement on any Owner shall not constitute a waiver or release of such Estimated Cash Requirement as herein provided, as and when the Estimated Cash Requirement shall be determined, and, in the absence of the preparation of the Estimated Cash Requirement, the Owner shall pay his share of such Estimated Cash Requirement of \$100 per year in the event no Estimated Cash Requirement has been established, subject to adjustment at such time as the Estimated Cash Requirement has been prepared and the Owners have been notified thereof.

5.6 Reserve. (a) There shall be \$100.00 reserve fund payment per Lot which the developer shall collect from the closing with an Initial Purchaser of any Lot. The payment shall be deposited into a reserve account for the Association and said sum shall be non-refundable. It will be held in escrow for the benefit of the Board. At turnover, the reserve account with all accrued interest will be turned over the Board.

After turnover, the Board shall build up and maintain a reserve for the maintenance and monitoring of the Maintenance Area, replacement of capital improvements, other authorized capital expenditures and for unforeseen expenditures (the "Contingency and Replacement Reserve"). Capital improvements and expenditures which may become necessary during the year shall be charged first against the Contingency and Replacement Reserve. After the Turnover Date, any expenditure from the Contingency and Replacement Reserve having a cost in excess of Two Thousand Five Hundred Dollars (\$2,500.00) shall require the prior approval of two-thirds (2/3) of the voting Members of the Association present at a Special or Regular Meeting thereof.

(b) If the Contingency and Replacement Reserve proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a special assessment, which shall be assessed equally among the Owners. The Board shall serve notice of any such special assessments on all such Owners by a statement in writing giving the amount and reasons therefor, and such special assessment shall become effective and fully payable ten (10) days after the delivery or mailing of any such notice of assessment.

(c) As aforesaid, the Developer shall collect at each closing with an Initial Purchaser of any Lot the sum of \$100.00 which shall be deposited into the Contingency and Replacement Reserve and said sum shall be non-refundable. The Developer shall timely transfer all funds in the Contingency and Replacement Reserve account to the Association at turnover and the Association shall hold and apply such funds for the purposes set forth in this Section. The Declarant and Developer shall have no right to utilize any portion of such funds except for the purposes contained herein.

5.7 Books. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Maintenance Area and any other expenses so incurred. Such records and the vouchers authorizing the payments described therein shall be available for inspection by any

Owner or any representative of an Owner duly authorized in writing, or any holder of a Mortgage at such reasonable time or times during normal business hours when requested by an Owner or by the holder of a Mortgage.

5.8 Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and are hereby held in trust for the benefit, use and account of all Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Developer or the Board may select. Until and Association deposit account is established, the Developer may deposit and hold Association funds in a segregated account.

5.9 Delinquencies. Any assessments or other charge^s which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment shall bear interest from and after the due date of the lesser of the rate of eighteen percent (18%) per annum or the highest rate allowed by law, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, and/or foreclose the lien against the Owner's Lot, and interest, costs, and reasonable attorneys, fees incurred in any such action shall be added to the amount of any such overdue assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees (including reasonable attorney's fees) as above provided, shall be and become a lien or charge against the Lot of any such Owner when due; and, such lien may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of mortgage liens against real estate. The Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale.

5.10 Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a lot who obtains title or comes into possession of that lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

ARTICLE 6 POWERS AND DUTIES

6.1 General. The Association shall have the power and duty to:

(i) pay all real property taxes and other charges assessed against property owned by the Association, if any;

(ii) adopt reasonable rules and regulations controlling and limiting the use of Land owned by the Association, if any,

(iii) maintain such policies of insurance as the Board deems necessary or desirable in furthering its purposes of and protecting the interests of the Association, its Members, officers and directors;

(iv) take such actions that is authorized or directed to take under this Declaration or the Not-For-Profit Corporation Act of the State of Illinois.

6.2 Maintenance. The Association shall maintain and repair the Community Detention Areas, the landscape easement along 127th Street, and any other designated Common Property Areas or designated areas, including sodding, the sprinkling equipment, earthwork and structural repair, as and when necessary, and it shall mow Common Property Areas including easement area between the bike path and 127th Street to the extent permitted by the Village.

In addition, the Association shall maintain the private pond, common areas, landscape easements, landscape boulevards, associated sprinkling equipment and entrance sign(s) as depicted on the Landscape Plan prepared by Linden Lenet dated 5/17/02, latest revision of 9/10/03, entitled "Landscape Plan for King's Crossing" and consisting of 3 pages.

6.3 Owner's Obligation. All areas of the Lots designed or intended for the proper functioning of the Community Detention drainage or retention of storm water system of the subdivision (including but without limitation the Community Detention Area) shall be kept unobstructed and shall be mowed regularly. Trees, fencing, patios, structures, landscaping treatment or other live improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction or flow of storm water from any Lot. No Owner shall alter the rate, or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swails, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area (including but without limitation, the Community Detention Area) is for the benefit of the entire Property.

ARTICLE 7 GENERAL PROVISIONS

7.1 Enforcement. In addition to all other rights herein granted to the Association, the Declarant and the Association may enforce the provisions of this Declaration, 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.

In addition, the real estate subject to this Declaration is subject to the lien rights of a dormant Special Service Area (SSA) which may be activated by the Village of Plainfield, Illinois to pay for the maintenance of the private pond, commons area, landscape easements, landscape boulevards and entrance signs within the real estate in the event the Homeowner's Association fails to provide reasonable property maintenance and upkeep.

7.2 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 and or prosecution of any cause including but not limited to action pursuant to Section 4.3.

7.3 Non-liability of Declarant and Developer and Homeowner's Association Board.

(i) Declarant and Developer shall not be personally or corporately liable to any Owner or to any others for any decision reasonably made pertaining to architectural control matters, for any mistake in judgment for its enforcement or failure to enforce the terms of this Declaration, or for other acts or omissions made pursuant to this Declaration in good faith.

(ii) Liability of the Board. Neither the members of the Board nor the officers shall be liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers, except for any acts or omissions found by a Court to constitute fraud or willful misconduct in the performance of duty. The Owners (and, to the extent permitted by law, the Association) shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual and other liabilities to others arising out of the contracts made by or other acts of the Board and officers on behalf of the Owners or the Association, or the Board and officers on behalf of the Owners or the Association, or arising out of their status as Board members or officers unless any such contract or act shall have been fraudulent or with willful misconduct. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other in which any member of the Board or officers may be involved by virtue of such person being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to: (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for fraud or willful misconduct in the performance of his duties as such member or officer, or (b) any matter settled or compromised, where, in the in opinion of independent counsel selected by the Board (who may be counsel regularly retained by the Association), there are reasonable grounds for such person or

officer being adjudged liable for fraud or willful misconduct in the performance of his duties as such member or officer and such opinion is not successfully challenged in court by the member or officer in question. The Board shall have authority to purchase and maintain, as a common expense, errors and omissions insurance on behalf of the officers and members of the Board against any liability settlement based on the asserted liability, incurred by them by reason of being or having served in such capacity, whether or not the Association would have the power to indemnify them against such liability or settlement under the provisions of this Section. It is also intended that the liability of any Owner arising out of any contract made by the Board, the officers, Trustee, or the beneficiaries of the Trustee, or out of the aforesaid Owner's indemnity, shall be limited to such proportion of the total liability thereunder as such Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Owners in the Common Elements. Every contract made by the Board, the officers, Trustee, the beneficiaries of Trustee, or the managing agent on behalf of the Owners shall provide that they are acting only as agents for the Owners and shall have no personal liability thereunder (except as Owners) and that each Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as such Owner's percentage interest based upon the number of Lots subject to the Declaration, ie. 1/117 if there are 117 lots subject to the Declaration.

7.4 Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

7.5 Amendments. This Declaration may be amended or rescinded by an instrument signed by the Owners comprising not less than sixty-seven percent (67%) of the total votes collectively held by all classes of Members; provided, however, that so long as the Declarant is an Owner, he must join into such instrument for the same to be effective. Notwithstanding the foregoing, the Declarant may unilaterally amend or supplement this Declaration (without the consent of any other party) to bring this Declaration into compliance with any applicable laws which may affect the same or to correct any typographical or scrivener's errors therein.

In furtherance of the foregoing, a power, coupled with an interest, is hereby reserved to Declarant, as Attorney-In-Fact, to so amend the Declaration as provided herein and each deed, mortgage or other instrument with respect to a Lot and acceptance thereon shall be deemed a grant and acknowledgment of and a consent to such power to said Attorney-in-Fact. Any Amendment must be recorded with the Recorder of Deeds of Will County, Illinois.

7.4 Headings. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

7.5 Notices. Any notice required or desired to be given under the provision 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, all as shown on the records of the Association at the time of such mailing.

7.6 Acceptance. Each lot Owner by the acceptance of a deed of conveyance shall accept title thereto upon and subject to each and every covenant, condition, restriction, reservation, grant and easement herein contained, any by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, grant and easement.

7.7 Covenants Run With The Land. The covenants, conditions, restrictions, reservations, grants and easements herein contained (collectively, the "Restrictions") shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Developer, its successors and assigns, and all Lot Owners and may be enforced by the Developer, its successors and assigns, or any Lot Owner. A violation of the Restrictions shall permit the Developer, its successors and assigns, or any Lot Owner to apply to any Court of Law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief, and if such relief be granted, the Plaintiff is entitled to reasonable attorneys' fees and court costs. No delay or omission on the part of Developer, its successors and assigns, or any Lot Owner in exercising any right, power or remedy contained herein shall be construed as a waiver thereof, and no right of action shall occur nor shall any action be brought or maintained by, or, on account of the failure or neglect of Developer, its successors and assigns, or any Lot Owner to exercise any right, power or remedy herein provided.

7.8 Amendment/Rescission. So long as the Developer is a Lot Owner, these restrictions may be amended or rescinded at any time the Developer without the consent of any other Lot Owner. From and after the time the Developer ceases to be a Lot Owner, these restrictions may be amended upon the written consent of the Owners of at least two-thirds (2/3rds) of the Lots. This Declaration shall be amended or rescinded by recording in the Office of the Recorder of Deeds of Will County, Illinois, of an instrument declaring such amendment or rescission, and which shall be signed by the appropriate parties as set forth above in this Section 7.5.

IN WITNESS WHEREOF, the undersigned has executed this document as of the date and year first above mentioned.

MADONNA DEVELOPMENT, INC.

By: _____
Daniel O'Donnell, President

Attest: _____
Secretary, Michael O'Donnell

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel O'Donnell personally known to me to be the President of Madonna Development, Inc., an Illinois Corporation and Michael O'Donnell, Secretary of said corporation, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Declaration and as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal, this _____ day of _____, 2004.

Notary Public

This Document Prepared by and Return to:

Jim L. Stortzum
10723 West 159th Street
Orland Park, IL 60467

C:\RealEstate\King's Crossing\Declaration Unit 2f copy.doc

