

**NINOVAN LAKE ESTATE DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS DECLARATION is made and entered into by Ninovan Lake Estates, LLC Illinois Limited liability Company (hereinafter referred to as “Declarant” and Developer).

WITNESSETH

WHEREAS, Declarant is the owner and legal title holder of certain real estate in the Village of Minooka, State of Illinois, which real estate is legally described in Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, Developer, its successors and assigns, presently intend to develop a parcel of land containing Dwelling Units, as hereinafter defined, together with certain common areas which will require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the Dwelling Units on the Property, as hereinafter defined (“Development”); and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities of the proposed development to create an entity to which shall be delegated and assigned the powers of owning, maintaining and administering the Common Area, as hereinafter described and defined, and administering and enforcing the covenants and restrictions hereinafter contained and created; and

WHEREAS, there will be incorporated under the laws of the State of Illinois, as a not-for-profit corporation, Ninovan Lake Estates Homeowners Association for the purpose of exercising the functions aforesaid; and

WHEREAS, the Declarant desires to establish for its own benefit and the mutual benefit of all future owners, tenants and occupants of the aforesaid development and real estate and any part thereof, certain easements or rights in, over, under, upon and along said development and real estate and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof;

NOW, THEREFORE, the Declarant hereby declares that only the real estate described in Exhibit “A” and such additions thereto as may hereinafter be made is and shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Covenants, Conditions, Restrictions and Easements. The Declarant does hereby further declare that the following easements, covenants, restrictions, conditions and burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquired right, title or interest in any portions of the real estate; (2) be binding upon and inure to the benefit of each Owner (as hereinafter defined); and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE I

DEFINITIONS

Section 1.01. “Association” shall mean and refer to Ninovan Lake Estates Association, an Illinois not-for-profit corporation. Said corporation shall be the governing body for all the Owners with respect to the administration, maintenance, repair and replacement of the Common Area as provided by this Declaration and the By-Laws.

Section 1.02. “Property” shall mean and refer to that certain real estate described in Exhibit “A”.

Section 1.03. “Common Area” shall mean: (i.) those areas designated on the final plat of subdivision of the Property as retention and/or detention, designated on the recorded plat of subdivision of the Property as “Detention”, and all storm water management area structures located within said lots, and (ii) all landscaping and planting easements and signage, landscaping and fencing located within said landscape easements and lots. The Common Area shall be maintained by the Association until such time as any portion of the Common Area is conveyed to a unit of local government (“Grantee”), at which time the Grantee shall maintain that portion of the Common Area conveyed to Grantee and the Association shall have no further responsibility for said portion of the Common Area. After conveyance of the retention/detention areas by the Declarant, the legal title to the detention areas, including said lots shall be owned either by a unit of local government or be conveyed to the Association. The Declarant reserves the right to convey said lots, or any portion thereof to the Village of Minooka, the Grundy County Forest Preserve or a unit of local government at the direction of the Declarant.

Section 1.04. “Dwelling Unit” shall mean a residential housing unit on the Property designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined.

Section 1.05. “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term “Owner” shall include the Declarant to the extent of the number of Lots owned by Declarant and also includes the interest of the Developer or the Declarant as contract seller of any Lot.

Section 1.06. “Member” shall mean and refer to any person or entity who holds membership in the Association.

Section 1.07. “Declarant” shall mean and refer to Ninovan Lake Estates, LLC its successors and assigns, if such successors and assigns should acquire one or more undeveloped Lot or Lots from the Declarant for the purpose of development.

Section 1.08. “Lots” shall mean and refer to a platted lot designated as such upon any recorded subdivision plat of the Property upon which an individual Dwelling Unit is constructed or to be constructed. Portions of the Property referred to in the recorded plat of subdivision of the Property as Outlots used for storm water management and Common Areas shall not be deemed “Lots” for the purpose of this Declaration even if so designated on any such recorded subdivision plat.

Section 1.09. “Board” shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provision of Article III.

Section 1.10. “Occupancy” shall mean any person or persons other than the Owner in possession of a Dwelling Unit.

Section 1.11 “Family” shall mean one or more persons each related to the other by blood, marriage, or legal adoption, together with his or their domestic servants, maintaining a common household in a Dwelling Unit.

Section 1.12. “By-laws” shall mean the By-laws of Ninovan Lake Estates Homeowners’ Association, a copy of which is attached as Exhibit “B” hereto and by this reference made a part hereof.

Section 1.13. “Declaration” shall mean this Ninovan Lake Estates Declaration of Covenants, Conditions, Restrictions and Easements.

Section 1.14. “Transfer Date” shall be at the Declarant’s option of either: (i.) the date on which seventy-five percent (75%) of the Lots have been conveyed to Owners other than the Declarant or (ii) upon written notice of election by Declarant to the Association as of the date specified in said notice or (iii) five (5) years after the first Lot is conveyed to an Owner other than the Declarant.

Section 1.15. “Developer” shall mean Ninovan Lake Estates, LLC, an Illinois Limited Liability Company, its successors and assigns.

Section 1.16. “Village” shall mean the Village of Minooka, Illinois, its elected and appointed officials, officers, agents and employees.

Section 1.17. “Structure” shall mean any building or other improvement erected and constructed, the use of which requires more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground. This provision shall not prohibit residential playground equipment.

ARTICLE II **MEMBERSHIP**

Every person or entity who is an Owner of a fee or undivided fee interest in any Lot shall automatically be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to membership while it or its successors in interest, if any, owns one or more Lots. Voting rights with regard to each Member are set forth in Article III hereof.

ARTICLE III **VOTING RIGHTS AND BOARD OF DIRECTORS**

Section 3.01. The Association shall have two classes of voting membership.

Class A. Class A Members shall be all those Owners as defined in Article II, provided that the Declarant shall not be a Class A Member until the Transfer Date. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. All Members holding any interest in a single Lot shall together be entitled to cast only one vote for the Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership by Article II, provided that the Class B membership shall cease and be converted to Class A membership on the Transfer Date.

Section 3.02. The provisions of Section 3.01 hereof shall be mandatory. No owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

Section 3.03. The Association shall have a Board of not less than five (5) Directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board by majority vote if so provided by the articles of incorporation or By-laws and that the first Board may be appointed by the Declarant (or its beneficiary or designee) and shall be three (3) in number. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board who shall manage and conduct the affairs of the Association under the direction of the Board. Except as

expressly otherwise provided by the Association's articles of incorporation, this Declaration or the By-laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The articles of incorporation and By-laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

Section 3.04. The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required.

Section 3.05. Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

Section 3.06. The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Lots and Common Area and the use thereof provided, however, that no rule or regulation shall conflict with the Declaration or any applicable laws, ordinances or codes.

Section 3.07. A copy of this Declaration, the By-laws and the Association's books, records and financial statements to be kept by the Board shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, the Village, or any holder, insurer or guarantor of a first mortgage lien on a Lot at such reasonable time or times during the normal business hours as may be requested by the Owner or by the holder of said first mortgage lien.

ARTICLE IV

PROVISIONS RELATING TO THE COMMON AREA

Section 4.01. As part of the overall program of development of the Property as a residential community and to encourage the marketing and construction thereof, the Developer and its contractors, subcontractors, and their respective agents and employees shall, for sales and construction purposes only, have the right of use of the common Area without charge during the sales and construction period on the Property to aid in its construction and marketing.

Section 4.02. There may be upon the Common Area such landscaping, fencing and entry monuments as the Declarant or the Association or Board shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be in effect during the development of the Property.

Section 4.03. An irrevocable license and easement is hereby granted to the Village and police, fire, water, health and other authorized officials, employees and vehicles of the Village, to go upon the Common Area at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing this Declaration and all Village ordinances, rules and regulations, and the statutes of the State of Illinois and the United States. Except in the event of emergency situations, the Village shall serve written notice upon the Association setting forth the manner in which the Association has failed to comply with its obligations under this Declaration under any source of law. The Village shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the Village shall be construed as a waiver of that or any other rights. If the Association shall default in any of its obligations described in this Article and if such default shall continue for thirty (30) days after notice thereof in writing to the Board, then and in such event, the Village shall have the right (but not the obligation) to enter upon the Common Area and remedy the same or cause the same to be done. The Association shall, upon demand, reimburse the Village for the reasonable cost of such work, and if payment is not made within thirty (30) days after demand, then, with respect to each Lot, the amount due multiplied by the percentage of ownership in the Common Area shall become a lien on the Lot. Each such lien shall be subordinate to the lien of the first mortgage on the Lot, but shall be superior to the Association's assessment lien with respect to the Lot for assessments which become due after the date on which the Village's lien attaches to the Lot. At the request of the Village, the Association shall levy a special assessment for the payment of any such amounts which become due to the Village, and the Village shall have the right to seek an injunction causing the Association to make such special assessment or, in the alternative, to record an appropriate notice of lien against all of the Lots and to foreclose any such lien as provided for or permitted under applicable law.

Section 4.04. Declarant and/or Developer, their respective agents, employees, guests and invitees, shall have the right and easement of ingress and egress in, over, upon, under and across the Property, except for those portions of the Lots outside of the Common Area that have been conveyed to purchasers, for sales and construction purposes until Declarant has conveyed all of the Lots to the purchasers thereof.

Section 4.05. (a) The Association shall have the right and duty to build, repair and maintain the Common Area.

(b) The Association shall have the right of ingress and egress over and upon the Common Area for any and all purposes in connection with the use, maintenance, construction, operation, repair and reconstruction of the Common Area including but not

limited to maintenance of landscaping, fencing, monuments, storm water management areas and wetlands if any contained within the Common Area.

(c) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common area and for the health, comfort, safety and general welfare of persons using the Common Area.

ARTICLE V

MAINTENANCE OF DWELLING UNITS

Section 5.01. Each Owner shall have the obligation to maintain in good condition and repair his Dwelling Unit, driveway, patio walkways and fences, if any, located on his Lot except any fences or structures falling within the Common Area which shall be the surface water drainage ways located on such Owner's Lot and each Lot shall be subject to an easement for the benefit of any adjoining Lot for the maintenance and preservation of any such water flow created by such drainage ways. No Owner shall obstruct, alter or in any way modify the established drainage pattern from or over any Lot.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.01. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) an initial payment of \$100.00 for any expenses incurred at the Declarant's or Board's discretion prior to the initial regular annual or any special assessment. (2) annual assessments to be fixed, established and collected from time to time as hereinafter provided, and (3) special assessments to be fixed, established and 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 be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 6.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and related to the use and enjoyment of such Common Area. Such uses shall include, but are not limited to, the cost of the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area including, but not limited to, the storm water management areas and wetlands on Outlots. If any other charges required by this Declaration or that the Board shall

determine to be necessary or desirable to meet the primary repair, maintenance, replacements, taxes, and other charges as specified herein which benefit the Common Area are directly charged to any Owner, the Association will reimburse such Owner for any such expense. At the time of closing of the sale of each Lot with a Dwelling Unit constructed thereon, the purchaser shall pay an amount equal to \$100.00, which amount shall be used as determined by the Board. If the Board determines in its sole discretion that such amount is not sufficient, then and only then, may the Board exercise its right to collect assessments as provided herein. No provision of this Declaration shall be construed to require the payment by the Association of real estate taxes on any Lot upon which a Dwelling Unit is constructed and a portion of the Common Area is located.

Section 6.03. The Board, at its option, shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 6.02 hereof.

Section 6.04. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, if any.

Section 6.05. Both annual and special assessments, if any, must be fixed at a uniform rate for all Lots, except for certain Lots as provided in Section 6.09 hereof, and shall be collected on a basis, but may be collected, quarterly, monthly or otherwise as determined by the Board.

Section 6.06. The annual assessments provided for herein, at the option of the Board, shall commence for all Lots within the Property on the first day of the month following the conveyance of the first Lot by the Declarant, except as otherwise provided in Section 6.09 hereof. The Board shall fix the amount of the annual assessment, if any, against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full assessment, if any, on the first day of the month following conveyance of title to him. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.

Section 6.07. Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Lot against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the 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, or foreclose the lien against the respective Lot and interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property.

Section 6.08. Any lien which has been or will be created pursuant to the terms and conditions of this Declaration shall (a) be subordinate to the lien of any first mortgage which is placed upon the Property or a Dwelling Unit, and (b) not be effective unless said lien is recorded in the Office of the Recorder of Grundy County, Illinois and (i.) shall set forth who or whom is claiming the lien, (ii) the address of the lien or, (iii) the amount of the lien, and (iv) the Section of the Declaration under which the lienor is claiming the lien. Any sale or transfer of all or any portion of the Property or Dwelling Unit pursuant to a mortgage foreclosure or other proceedings in lieu thereof regarding any first mortgage affecting any portion of the Property or Dwelling Unit shall extinguish any existing lien or the right to lien which arose prior to the sale or transfer. Notwithstanding any other terms and conditions of this Declaration, this Section may not be amended or deleted without the written approval of all first mortgage lien holders, which consent shall be recorded in the Office of the Recorder of Grundy County, Illinois.

Section 6.09. With regard to any Lots upon which title has not been conveyed by Declarant, the assessment respecting any such Lot shall be limited to the aggregate amount of actual operating expenses from time to time required to be paid with respect to such Lot. Actual operating expenses shall mean those ordinary expenses attributable only to the period in question covering the maintenance and operation of the Common Area and shall not include capital expenditures, amount set aside as a reserve for contingencies or replacements, repair items or inventory items to the extent attributable to subsequent periods. The Declarant hereby agrees to satisfy any deficit or shortage in the Association's operating budget for any period in which the Declarant has paid reduced assessments pursuant to this Section 6.09, provided, however, that the Declarant's liability hereunder shall not exceed the amount by which the Declarant's assessments have been reduced below the assessments of each other Owner by reason of this Section 6.09. Until such time as the Transfer Date has occurred, the assessments covering the Lots which have not been sold by the Declarant may be paid on a monthly basis or, at its option, paid to the Association at the close of each calendar year without interest.

ARTICLE VII **INSURANCE**

Section 7.01. The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to the death of persons in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, and property damage, in such limits as it shall deem desirable, and other liability

insurance as it may deem desirable, insuring the Association from liability in connection with the use of the Common Area. The Association shall be further responsible for maintaining such policies of insurance for substantially modified without at least thirty (30) days written notice to the Association. The liability policy shall also name as insured the Association's agents, officers, and directors, and such additional parties as the Association shall determine.

Section 7.02. The Association shall be responsible for procuring and maintaining a fidelity bond insuring the Association, the Board and the Owners against loss of funds as a result of the fraudulent or dishonest acts of any employee of the Association or its management such amounts as the Board shall deem necessary.

Section 7.03. The Association may also obtain such other kinds of insurance as the Association shall from time to time deem prudent in such amounts as the Association shall deem desirable.

ARTICLE VIII **INTERIM PROCEDURE**

Section 8.01. Until each of the various Lots shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee), the Developer shall, with respect to each such unsold Lot, have all the rights granted to and obligations imposed upon the Owners.

Section 8.02. Until the initial meeting of the Members, the Declarant (or its designees) may appoint the Board which shall have the same powers and authority as given to the Board generally.

Section 8.03. The powers granted to the Developer by Section 8.02 hereof shall include, without limitation, the power to assess upon and collect from the individual Owners, their respective proportionate shares of the funds required for the carrying out of all the duties and obligations of the Association.

ARTICLE IX **RESTRICTIONS RELATING TO PROPERTY**

Section 9.01. No Structure, or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Declaration. All Structures on the Property shall be of new construction.

Section 9.02. The Lots shall be used primarily for residential purposes provided; however, that an Owner may conduct his or her occupation in the residence provided that the following conditions are met:

- a. No commercial activities open to the public shall be permitted;
- b. Only the owner of the residence and any resident thereof shall be permitted to conduct the home occupation;
- c. No clients shall be permitted to come to the residence for business purposes;
- d. No signs shall be permitted in connection with any home based business;
- e. All ordinances and regulations of the appropriate governmental authority shall be complied with.

Such use is expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

Section 9.03. All home plans must be approved by the building committee or Developer. Where similar home plans are used, different elevations and color schemes shall be used to make each home distinctive. Home plans and elevations shall be utilized which blend with the adjacent homes while being distinctive. Similar home plans must not be built within Three (3) lots of each other nor directly across from each other. There shall be no construction on any Lot which results in a building or structure inconsistent with the general architectural design and aesthetic flavor of either (a) the Dwelling Unit on such Lot or (b) the remainder of the Dwelling Units on the Property. Outbuildings and secondary buildings must be similar in design to the main Structure. In addition, any construction undertaken upon any Lot must be completed within one (1) year of the date of commencement of said construction.

Section 9.04. There shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village of Minooka. If and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the Village, such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the Village.

Section 9.05. Each Dwelling Unit constructed on the various Lots shall meet the following minimum specifications:

- (a) **Non-lake Lots:**
 - i. Ranch homes shall have at least 1800 square feet of living space.
 - ii. Two-story homes shall have at least 2200 square feet of living space with at least 1200 on the first floor.

- iii. First floor front elevations shall have some brick, stone, cedar, EIFS (i.e. "dryvit") or other approved material.
- iv. Driveways and parking areas must be constructed of a hard dust free surface material (concrete, asphalt, brick or similar).

(b) Lots on Lake Ninovan:

- i. Ranch homes shall have at least 2000 square feet of living space.
- ii. Two-story homes shall have at least 2600 square feet of living space with at least 1450 on the first floor.
- iii. First floor front elevations shall have some brick, stone, cedar, EIFS (i.e. "dryvit") or other approved material.
- iv. Driveways and parking areas must be constructed of a hard dust free surface material (concrete, asphalt, brick or similar).

Section 9.06. Secondary buildings are allowed but shall not be larger than the first floor living space of the home. Secondary buildings must be approved by the building committee or developer. Secondary buildings shall not be built within 50 feet of the lake.

Section 9.07. The shoreline of lake shall not be modified except as permitted by the Ninovan Ski Club. Boat lifts, screened in rooms and decks shall not be higher than 12 feet above normal water level and shall not be built out past the normal shoreline of the lake.

Section 9.08. No Structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used as a residence or for any similar purpose.

Section 9.09. No advertising sign (except one "For Rent" or "For Sale" sign of not more than five square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Dwelling Unit or Lot, except as provided in Section 9.10 hereof. Violation of the above shall accrue a charge of no less than \$50 per day.

Section 9.10. The Developer may maintain, while engaged in construction and sales activities, in or upon such portions of the Property as Developer shall determine, such temporary facilities as in its sole discretion may be necessary or convenient including, but without limitation, offices, storage areas, model units, signs temporary fencing, monuments and sales and construction trailers.

Section 9.11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs, cats or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Any “dog runs”, or exterior housing of domesticated animals are permitted provided they are constructed adjacent to the main Structure. All “dog run” plans must be approved by the building committee or Developer.

Section 9.12. Except for container specifically for construction purposes for the Declarant’s use or those permitted by the Declarant, all rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Dwelling Units and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Garbage may not be burned on the Lots.

Section 9.13. Drying of clothes shall be confined to the interior of the Dwelling Units.

Section 9.14. An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners as determined by the Declarant or the Board.

Section 9.15. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the Property other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

Section 9.16. No nuisance, noxious or offensive activity shall be carried on the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of any Dwelling Units on the Property.

Section 9.17. No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Property.

Section 9.18. Parking areas and driveways shall be used for parking operable automobiles only and shall not be used for storage use, or parking of mobile homes, trailers, commercial vehicles, vehicles with signage (other than Declarants’, its heirs, assigns and agents), snowmobiles, boats or buses. Vehicles of these types may only be parked within garages and behind a consistently closed overhead door. Any violation of this provision shall be deemed a nuisance under Section 9.16 hereof.

Section 9.19. The operation of “ham” or other amateur radio stations necessitating the erection of any communication antenna, receiving dish or similar devices shall not be allowed. Dish antennas of 24 inches or less in diameter or an antennae which are concealed within the dwelling shall be permitted provided they are

placed in an unobtrusive location considerate of neighbors view, not readily visible from the adjoining.

Section 9.20. All areas of the Lots covered with ground cover shall be mowed and trimmed regularly. All areas of the Lots designed or intended for the proper drainage or detention of water including drainage ways and ditches shall be kept unobstructed and shall be mowed and maintained regularly so as to keep such areas in good and functional condition. No trees, plantings, shrubbery or other obstructions shall be planted, placed or allowed to remain in any such areas and no Owner shall alter the rate of direction of flow of water from any Lot by impounding water blocking or redirecting drainage ways or other such drainage areas.

Section 9.21. Fences shall not be built within 40 feet of the lakes. Fences shall be of an open design. Chain link fences are not permitted. Small Privacy fences are permitted near decks, hot tubs, etc. Small Chain link dog runs are permitted near the main building. Except for the foregoing, no above ground fences or similar barriers shall be constructed on any Lot other than those installed by the Declarant for development purposes. "Invisible fencing" (below ground electronic) is permissible, however, owners of same are wholly responsible for all restoration should same be damaged for any reason by Declarant, its assigns, heirs and agents and any of those to whom easement over the property has been granted. Sea walls are NOT permitted along the lake.

Once Declarant has transferred control of said Association to the Owners, fences may be approved for installation by the Board, upon its sole discretion and provided said fence conforms to the ordinances of the Village of Minooka.

Section 9.22. No above ground structures of any kind including but not limited to buildings, additions, sheds, playground equipment, sports goals, etc. shall be constructed on any Lot without the express consent of the Declarant or governing Board and other than those installed by the Declarant for development purposes. This includes but is not limited to outbuildings, fences, pools, driveways and major landscaping. Above ground pools are strictly prohibited on lakeside homes. Application for installation of any of the above must be made in writing providing location, dimensions, materials used, construction schedule and intended use. Applications for installation may be approved by the Declarant or Board, based upon its sole discretion and provided said structures conform to the controls found in this document and the ordinances of the Village of Minooka. Approval by the Declarant or Board does not constitute approval of the Village of Minooka or others with governing authority.

Section 9.23. The following provisions shall apply to all common areas:

- (a) No structures or modifications shall be made to the lake area, shore line or property within 20 feet of the normal water line without the permission of the Ninovan Ski Club. This includes but is not limited to docks, boat lifts, screen rooms, beaches and landscaping. All plans

must be reviewed and approved by the building committee and Ninovan Lake Estates board of directors prior to construction.

- (b) Silt fences or other measure shall be used to prevent the erosion of material into the lake.
- (c) The lake areas shall be owned and under the control of the Ninovan Ski Club. Other common areas shall be owned and under the control of the homeowners association.
- (d) Lake access shall be provided by the Ninovan Ski Club to the homeowners for the purpose of fishing, swimming and other recreational uses per the rules established by the Ski Club. All watercraft usage of the Lake shall be governed by the Ninovan Ski Club.
- (e) Operation of Snow Mobiles, ATV and other non-watercraft recreational vehicles on the lake and common areas shall be prohibited except for the purpose of maintenance of the areas.

ARTICLE X **EASEMENTS**

Section 10.01. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric, telephone, cable or other public utility services shall be granted as shown on the plat of subdivision or any supplement thereto. Further, any additional easements for such purposes may be granted by the Declarant, at any time for the purpose of obtaining such utility services. The Declarant, its successors, assigns and invitees, shall at all times have the right of ingress and egress over said easements for the purpose of installing, constructing, reconstructing, maintaining, repairing, operating, and inspecting any sewer, gas, water, electric, telephone, cable or other public utility or drainage facilities within said easements. The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendment to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

Section 10.02. The Declarant, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be requisite for the enjoyment of the easement rights herein granted including the right to clear said easement areas of timber, trees, or shrubs, or any building, fence, structure, or paving erected on or installed within the easement areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

Section 10.03. Police, fire, water, health, and other authorized municipal officials, employees, and vehicles shall have the right of ingress and egress over all property subject to this Declaration for performance of official duties.

Section 10.04. At any time prior to the Village's final approval of the Subdivision, the Declarant shall have the right of ingress and egress, and the right to install any improvements over, across, and through the easement areas. Further, all parties to whom said easements have been granted.

Section 10.05. Pursuant to the conditions contained in the Minooka Subdivision Ordinance and the provision of a certain Public Improvement Completion Agreement, the Declarant has agreed to dedicate, transfer or to convey where applicable to the Village the on-site and off-site water distribution and sanitary sewer systems; the on-site and off-site drainage facilities and the public roads and highway systems as designated on the final plat or in the final engineering plans for the Subdivision (the "Public Improvements"). Said Subdivision Ordinance and/or Public Improvement Completion Agreement further provides that the dedication, transfer or conveyance of the Public Improvements shall not take place until the Village has approved and accepted the same, except for the roadways which shall be dedicated upon recording of the final plat but shall not be accepted by the Village for maintenance until they are completed and the

corporate authorities have passed an ordinance to accept them and the other Public Improvements in accordance with the Minooka Subdivision Ordinance. Therefore, the Declarant hereby reserves unto itself and grants to any party acquiring an interest in any lot prior to the dedication or conveyance of the respective Public Improvements and their successors, assigns, invitees or agents the following easements:

- (a) A non-exclusive easement for ingress, egress and access, over, upon and under the parts of the subdivision depicted on the final plat as dedicated public roads and highway systems:
- (b) A non-exclusive easement for the on-going day-to-day use of and for access to the following for reconstruction, maintenance, repair, operation and inspection of the on-site and off-site water distribution system; the on-site and off-site sanitary water distribution system: the on-site and off-site storm water and storm drainage facilities and any other public utility system installed by the Declarant.
- (c) Notwithstanding any other term or provision contained in this Declaration, the rights of the Declarant, created pursuant to the provisions of this Article X, Section 10.6, shall terminate, without further action of the Declarant, upon acceptance of the respective Public Improvements by the corporate authorities of the Village.

Section 10.06. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, legal representatives, successors, and assigns, for the benefit of all the lots of the Property and except as otherwise provided in herein shall be perpetually in full force and effect. Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants described in this Article, or described in any other part of this Declaration or other documents relating thereto, shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE XI **MISCELLANEOUS**

Section 11.01. The Association, the Village or any Owner, their successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's lot, enforceable as other liens herein

established. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall use its best efforts to assist the Village in connection with the enforcement of any provisions hereunder, the violation of which shall also be considered a violation of any applicable Village ordinance.

Section 11.02. Invalidation of any of these covenants or restriction by judgment or order shall in no way affect any other provisions which shall remain in full force and effect.

Section 11.03. The covenants and restriction of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Village, the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by those Members (Class A and Class B) entitled to cast seventy-five percent (75%) of the total votes as provided in Article III Section 3.01 hereof and then properly recorded. Any instrument executed pursuant to the provisions contained in this Section shall be filed for record in the Office of Recorder of Grundy County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly. Notwithstanding anything in the above to the contrary, no amendment affecting the rights of the Village shall be effective without the Village's consent.

Section 11.04. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the initial Class A Members.

Section 11.05. Any notices required under the provisions of this Declaration to be sent to any Owner, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing.

Section 11.06. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create

and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 11.07. Declarant reserves to itself the right to record or rerecord any plats of subdivision, amendment to the subdivision or this Declaration or certificates of correction, subject to the prior review and approval of the Village.

Section 11.08. Any aggrieved Owner may enforce the provisions of this Declaration, the By-laws, or any rules and regulations promulgated by the Board, by an action at these covenants, restrictions and easements shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction and easements either to restrain violation or to recover damages. Any Owner may enforce the provisions of this Declaration in their own right. All costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any judgment or decree shall so provide for payment of these costs. Failure by the Declarant, or an owner of a Lot to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred. The Declarant reserves the right, but does not have the obligation to enforce these covenants, restrictions and easements for so long as they shall exist.

Section 11.09. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a high quality housing development.

Section 11.10. Declarant reserves the right and power to prepare and record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i.) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veteran's Administration, or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages covering Dwelling Unit or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot, and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Declarant to

vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate at such time as the Declarant no longer holds or controls title to any Lot.

IN WITNESS WHEREOF, each party has executed this Agreement or a counterpart hereof on the day and year first above written.

NINOVAN LAKE ESTATES, LLC

BY: _____