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MAJESTIC OAKS UNITS I AND II  
DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS, AND EASEMENTS

This instrument was prepared by  
and mail to:

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**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**  
**MAJESTIC OAKS UNITS I AND II**

THIS DECLARATION is made this 13th day of June, 2000, by JOE KEIM LAND CORP., an Illinois corporation (hereinafter referred to as "Declarant").

**WITNESSETH:**

WHEREAS, Declarant is the owner of fee simple title to the real estate legally described in Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as the "Subject Property"); and

WHEREAS, Declarant has caused the subject property to be subdivided into subdivisions known as Majestic Oaks Unit I (hereinafter "Unit I") and Majestic Oaks Unit II (hereinafter "Unit II") pursuant to Final Plats recorded with the Recorder of Deeds, Kane County, Illinois; and

WHEREAS, Unit I consists of eighty-six (86) subdivided single family residential lots (Lots 1-86) plus two (2) open space lots (Lots 897 and 88); and

WHEREAS, Unit II consists of fifty-two (52) subdivided single family residential lots (lots 1-52) plus five (5) open space lots (Lots 53-57); and

WHEREAS, Declarant intends to construct certain storm water management facilities to be located upon Lot 87 in Unit I and Lots 54 and 57 in Unit II (hereinafter said Lot 87, Lot 54, and Lot 57 shall collectively be referred to as "Stormwater Management Facilities"); and

WHEREAS, pursuant to a certain Real Estate Purchase Agreement dated March 15, 1999 ("the Park Purchase Agreement") Declarant has agreed to sell and the St. Charles Park District (the "Park District") has agreed to purchase Lot 88 in Unit I and Lots 53, 55, and 56 in Unit II to be used as public parks (hereinafter collectively referred to as the "Park Lots"); and

WHEREAS, the Subject Realty is further impressed with certain easements including but not limited to an easement for a public trail over part of Lot 57 in Unit II (the "Trail Easement"); (ii) an easement for access to Lot 57 over and across Lot 88 in Unit I (the "Access Easement"); (iii) Conservation Easements as delineated on the Final Plats; and, (iv) Public Utility and Drainage Easements as delineated on the Final Plats; and

WHEREAS, Declarant is desirous of providing for the ownership, care, maintenance, replacement, reconstruction, and limitation of use of the Storm Water Management Facilities by all of the Lots within the Subject Property through the creation of an incorporated association, and the covenants, restrictions, and easements set forth in this Declaration; and

WHEREAS, Declarant is further desirous of impressing all of the Lots in the Subject Property with certain additional restrictions and covenants; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Subject Property, or in any Lot or portion of a Lot therein, shall at all times hold their interests subject to the rights, priorities, easements, covenants, conditions, restrictions, liens, and charges hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the attributes of the Subject Property for the use and enjoyment of the residents and Owners thereof.

NOW, THEREFORE, Declarant declares that the Subject Property, as hereinafter defined, is and shall be held, transferred, sold, conveyed, and occupied subject to the following covenants, restrictions, easements, charges, and liens (hereinafter referred to as "covenants").

## ARTICLE I

### DEFINITIONS

SECTION 1: The following words when used in this Declaration have the following meanings:

(a) **ASSOCIATION:** The Majestic Oaks Unit I and II Homeowners Association, an Illinois not-for-profit corporation created and incorporated by Declarant.

(b) **BASEMENT:** A portion of a dwelling unit in which not less than one-half of its floor to clear ceiling height is below the average grade of the adjoining ground at the front elevation.

(c) **BOARD:** Members of the Board of Managers who are elected by the Association.

(d) **BUILDING:** Any roofed structure intended for shelter, housing, or enclosure of any person, animal or chattel.

(e) **CITY:** The City of St. Charles, Illinois, an Illinois municipal corporation.

(f) **COUNTY:** The County of Kane, a body politic of the State of Illinois.

(g) **DECLARANT:** Joe Keim Land Corp., an Illinois corporation.

(h) **STORMWATER MANAGEMENT FACILITY:** Those Improvements, including contours and grading, located upon all or any portion of Lot 87 in Unit I and Lots 54 and 57 in Unit II required pursuant to applicable codes and ordinances of the City to detain

storm water and discharge such storm water at a restricted release rate, including all storm sewers, fixtures, and appurtenances being a part thereof or incidental to.

(i) DWELLING UNIT: Any building or a portion thereof situated on a Lot within the Subject Property and intended for the use and occupancy of a single family for which an occupancy permit has been issued.

(j) FINAL PLAT OR FINAL PLATS: The final plats of subdivision for Majestic Oaks Unit I and Unit II Subdivisions recorded with the Kane County Recorder's office on January 4, 2000, as document numbers 2000 K 000 455 and 2000 K 000 456 respectively.

(k) GUEST: A Person or Persons having access to and/or the use of a Lot pursuant to the invitation, consent, or neglect of the Owner of such Lot.

(l) LIVING SPACE: The total interior square footage of a dwelling unit measured on a horizontal plane for each story, calculated by using the outside dimensions of such dwelling unit, exclusive of porches, garages, uninhabitable storage areas, and basements.

(m) LOT: A subdivided lot located within the Subject Property upon which a single family dwelling unit may legally be constructed, maintained, and occupied. Lot 87 in Unit I and Lots 54 and 57 in Unit II shall not be included within this defined term in light of their restricted use for the Stormwater Management Facilities nor Lot 88 in Unit I and Lots 53, 55 and 56 in Unit II due to their intended use and ownership by the Park District, prohibiting construction of single family dwelling units thereon, and shall be included in the provisions of this Declaration only by specific reference thereto.

(n) LOT OWNERSHIP: Fee simple ownership of a Lot.

(o) OCCUPANT: A Person or Persons, other than Owner, in possession of a dwelling unit.

(p) OWNER: A Person or Persons whose estates or interests, individually or collectively, at any time, constitute an aggregate fee simple ownership in a Lot. The word "Owner" shall also mean and refer to the Declarant as to any Lot Ownership, where title is held by Declarant, or its nominee or agent. The word "Owner" shall not, however, notwithstanding any applicable provisions of any mortgage, mean or refer to a mortgagee or any other persons having interest in any such Lot Ownership merely as security for the performance of an obligation unless and until such mortgagee or other holder of a security interest has acquired title pursuant to foreclosure or by deed in lieu of foreclosure. The word "Owner" shall include heirs or devisees of a record owner who is deceased.

(q) PARK DISTRICT: The St. Charles Park District, Kane and DuPage Counties, Illinois.

(r) PARK LOTS: Lot 88 in Unit I and Lots 53, 55 and 56 in Unit II, which Lots are intended to be conveyed to and thereafter maintained by the Park District as public parks, woodland/open space and a wetlands/buffer area pursuant to the Park Purchase Agreement.

(s) PERSON: A natural person, corporation, partnership, trustee, or other legal entity capable of holding legal title to real estate.

(t) STORY: That portion of a building other than a basement included between a floor and the top surface of the next floor or roof above, except that a space used exclusively for the housing of mechanical services of the building shall not be construed to be a story if access to such space may be had only for maintenance and such services. Except as otherwise provided for herein, a mezzanine floor shall be counted as a story when it covers over one-third of the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is twenty-four (24) feet or more.

(u) STRUCTURE: Anything constructed or erected on a Lot, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground.

(v) SUBJECT PROPERTY: The real estate described in Article II, being Majestic Oaks Unit I Subdivision and Majestic Oaks Unit II Subdivision.

(w) TRAIL EASEMENT: The easement for a public trail over part of Lot 57 in Unit II as delineated on the Final Plat granted to the Park District shall be constructed, reconstructed and maintained by the Park District pursuant to the Park Purchase Agreement and the Trail Easement provisions contained in the Final Plat.

(x) VOTING MEMBER: The Owner or Person designated in writing to vote on behalf of a Lot Ownership pursuant to Article III, Section 5 of this Declaration.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of St. Charles, County of Kane, State of Illinois, and is legally described in Exhibit "A", attached hereto.

## ARTICLE III

### CREATION OF ASSOCIATION, ADMINISTRATION, MEMBERSHIP, AND VOTING RIGHTS

SECTION 1. Association. Within seven (7) years following Declarant's recordation of this Declaration, the ownership, management, and maintenance of Stormwater

Management Facilities, together with the powers and authorities of the Declarant as set forth throughout this Declaration, except as otherwise expressly reserved unto Declarant hereunder or pursuant to the instrument of assignment pertaining thereto, shall be vested in an association having the name "Majestic Oaks Unit I and II Homeowners Association", or such other name chosen by Declarant and acceptable to the Illinois Secretary of State, being an Illinois not-for-profit corporation formed by Declarant for such purpose. Within thirty (30) days following creation of the Association, Declarant shall cause legal title to Stormwater Management Facilities to be transferred to the Association or a land trust in which the Association owns one hundred percent (100%) of the beneficial interest. Declarant shall have the right, at Declarant's sole discretion, to establish the Association and assign all or any of Declarant's rights and/or duties hereunder to the Association at any time following the recordation of this Declaration. Until such time as the Association is created and turned over to the Owners, all of the rights, powers and duties of the Association as set forth herein shall remain vested in and may be exercised by Declarant.

SECTION 2. Association Membership. Each Owner, with respect to each Lot Ownership held by him, shall be a member of the Association so long as he is an Owner of a Lot. Ownership of a Lot shall be the sole qualification for membership. An Owner's membership shall automatically terminate when he ceases to be an Owner of a Lot. Upon the conveyance or transfer of an Owner's Lot Ownership to a new Owner, the new Owner shall automatically and simultaneously succeed to the former Owner's membership in the Association. Such succession of interest shall not, however, relieve the former Owner of his obligation for any assessments which were levied or became due while he was a Lot Owner under this Declaration.

SECTION 3. Association Responsibilities. The Association, acting through its membership, or its Board of Managers, as the case may be, shall have the responsibility of (a) holding legal title to the Stormwater Management Facilities (or such of them as may from time to time be conveyed to the Association) in its own name or the name of a land trust, the beneficial interest of which is owned solely by the Association, (b) enforcing and administering the terms of this Declaration, (c) establishing and approving the annual budget (including necessary reserves), and (d) establishing and collecting assessments and arranging for the management and the maintenance, repair, and rehabilitation of the Stormwater Management Facilities, to the extent such maintenance is not otherwise undertaken by the City pursuant to the City's acceptance of storm water lines, structures and appurtenances contained within the Stormwater Management Facilities.

SECTION 4. By-Laws. The Association may adopt such By-Laws, not inconsistent with the provisions of this Declaration, as are necessary to fulfill its functions. Unless and until such By-Laws are adopted, this Declaration shall serve as the By-Laws of the Association. The fiscal year of the Association shall be determined by the Association, and may be changed from time to time as the Association deems advisable. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of the Lot Owners and the Stormwater Management Facilities in accordance with the provisions of this Declaration.



## SECTION 5. Voting Rights.

(a) There shall be one person with respect to each Lot Ownership who shall be entitled to vote at any meeting of the Association ("voting member"). The voting member may be the Owner or may be a person designated in writing by such Owner to act as proxy on his behalf and who need not be an Owner. Such designation shall be made in writing by the Owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. It shall be the obligation of each Lot Owner to furnish the Board with the current mailing address of the Owner and voting member for the purpose of receiving notice. In any case where the Lot Ownership is vested in more than one person, the voting member and the vote of such Owner shall be determined among such persons as they may see fit, but not more than one (1) vote, and no fractional votes, may be cast on behalf of any Lot Ownership.

(b) During any period in which a Lot Owner shall be in default in the payment of any assessment or special assessment levied by the Association pursuant to this Declaration, the voting rights of such Owner shall be suspended, and the Association shall further have the right to suspend any or all services to such Owner until such default is cured.

## SECTION 6. Meetings.

(a) Location/Quorum. Meetings of the voting members shall be held at the Subject Property, or at such other reasonable location in the County of Kane, Illinois, as may be designated in any notice of a meeting. The presence in person or by written proxy at any meeting of the voting members having at least fifty-one percent (51%) of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of a majority of the voting members present at such meeting. All meetings of the voting members shall be open to all Owners. Withdrawal of a voting member from any meeting shall not cause failure of a duly constituted quorum at that meeting.

(b) Annual Meeting. The initial meeting of the voting members shall be held upon not less than seven (7) days written notice given by Declarant. Thereafter, there shall be an annual meeting of the voting members during the first quarter of each calendar year at such reasonable time and date as may be designated by written notice of the Board delivered to the voting members not less than thirty (30) days prior to the date fixed for such meeting.

(c) Special Meetings. Special meetings of the voting members may be called at any time for the purpose of considering matters which, by the terms of this Declaration require the approval of all or some of the voting members, or for any other purpose. Such meetings shall be called by written notice authorized by a majority of the Board or by the voting members having one-third (1/3) of the total votes and delivered not less than four

(4) calendar days prior to the date of the meeting, or such longer period as may be specifically required by this Declaration. The notices shall specify the date, time, and place of the meeting and the matters to be considered.

(d) Notices of Meetings. Notices of meetings required to be given herein shall be delivered either personally or by mail to the voting members, addressed to each such person at the address given to the Board for the purpose of service of such notice, or to the Owner at the address of the tax assessee of record for such Lot, if no other address has been given to the Board.

#### SECTION 7. Board of Managers.

(a) At the initial meeting of the voting members, and at each annual meeting thereafter, a Board of Managers consisting of five (5) Lot Owners, or the total number of Lot Owners then existing, whichever is less, shall be elected by a majority of the voting members, each to serve a term of one (1) year and until his successor is elected and qualified. Board members shall serve the Association without compensation. For purposes of incorporating the Association, Declarant may select an initial Board of Managers consisting of persons who may or may not be Lot Owners, to serve in such capacity until the initial meeting of the voting members and the election of a Board of Managers at said meeting.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the voting members, and who shall be the chief executive officer of the Board and the Association, and a Secretary-Treasurer who shall keep the minutes and records of the Board and the Association and perform all the usual functions of a Secretary and a Treasurer.

(c) Vacancies in the Board of Managers caused by any reason shall be filled by a vote of voting members at a special meeting called for that purpose.

(d) At any meeting of the voting members duly called, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the voting members and a successor may then and there be elected to fill the vacancy thus created. Any such member whose removal has been proposed shall be given an opportunity to be heard at the meeting.

(e) Until the first Board of Managers is elected by the voting members pursuant to this Section, the Declarant shall have and exercise the powers and duties of the Board.

(f) Except as otherwise expressly provided in this Declaration or in the By-Laws of the Association, the Board shall act by the majority vote of its members at meetings called from time to time as a majority of the Board may determine. The majority of the Board shall constitute a quorum. No meetings may be held without notice to all members of the Board which shall also set forth specifically the business to be conducted. All Board

meetings shall be open to the Lot Owners and the voting members. Notwithstanding anything contained herein to the contrary, any action authorized herein to be taken by the Board at a meeting pursuant to notice may be taken by informal action consisting of a written resolution signed by all of the members of the Board and setting forth the action taken or authorized and waiving notice of a meeting and agreeing to the use of the informal procedure hereby authorized.

SECTION 8. Powers and Duties of the Board of Managers. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by this Declaration or the Association's By-Laws directed to be exercised by the Lot Owners, including, without limitation, the following:

(a) To provide for the management, improvement, maintenance, repair, renewal, replacement and rehabilitation of the Stormwater Management Facilities; including, without limitation, such maintenance and improvement from time to time required in order to maintain compliance of the Facilities with applicable codes and regulations of the City and other applicable governmental authorities pertaining to dry bottom detention facilities.

(b) To provide for the planting, care, maintenance, restoration and replacement of: (i) landscaping materials within any landscape island, if any, located within any public street right-of-way dedicated pursuant to the Final Plat; and, (ii) entrance monumentation located on any of the Stormwater Management Facilities.

(c) To enforce the terms of this Declaration and to enact such additional rules and regulations as are necessary for the use and enjoyment of the Stormwater Management Facilities under ownership of the Association.

(d) To cause the annual budget to be prepared, and each Lot Owner to be notified of the annual budget and any special assessments against his Lot, and to collect the same, all in accordance with this Declaration.

(e) To procure and maintain such public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring the Lot Owners, the Association, and the Board against such risks as the Board may in its discretion deem appropriate, provided, however, that in no event shall comprehensive general liability insurance coverage be in an amount less than One Million Dollars (\$1,000,000.00) for each person and each occurrence.

(f) To pay all taxes and other costs and expenses incident to the Ownership of the Stormwater Management Facilities and improvements utilized upon the Stormwater Management Facilities for the benefit of the Association.

(g) To execute such grants of easement, not inconsistent with the easements specified in Article V hereof, as may be necessary from time to time to any utility company or provider serving or utilizing a Lot owned by the Association.

(h) To deposit from time to time to the credit of the Association funds in savings, money market and checking accounts in such banks, trust companies, or other depositories as the Board may select.

(i) To authorize any officer or officers; agent or agents, of the Association to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Association.

(j) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Association may be inspected by any Lot Owner, voting member or member of the Board or his agent or attorney, for any proper purpose at any reasonable times.

(k) To provide to the holder of a first mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this Declaration which is not cured within thirty (30) days. This provision may not be amended without the written consent of all holders of first mortgages in the Lots.

(l) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Lot Owners by the By-Laws or this Declaration.

SECTION 9. Indemnity of Board of Managers. The members of the Board and the officers thereof or of the Association shall not be liable to the Lot Owners or any mortgage holder for any mistake of judgment, or any acts or omissions made in good faith as such members or officers. The Lot Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such Board members or officers on behalf of the Lot Owners or the Association unless such contract shall have been made in bad faith or contrary to the provisions of this Declaration.

SECTION 10. Board's Determination Binding. In the event of any dispute or disagreement between the Lot Owners relating to Stormwater Management Facilities owned by the Association or any question of interpretation or application of the provisions of this Declaration or the By-Laws of the Association, the determination thereof by the Board shall be final and binding on each and all of such Lot Owners.

## ARTICLE IV

### ASSESSMENTS

SECTION 1. Lien and Personal Obligation of Assessments. The Declarant, for each Lot Ownership, whether or not improved with an occupiable dwelling unit owned by it, hereby covenants to pay to the Association, subject to the conditions and limitations

expressed in Section 4 of this Article IV, and each Lot Owner other than the Declarant, by acceptance of the deed to his Lot Ownership, shall be deemed to covenant and agree to pay to the Association, annual assessments or charges, and special assessments as hereinafter authorized, fixed, established, and collected from time to time as hereinafter provided. All such annual and special assessments, together with interest, if any, and cost of collection thereof, including attorneys fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made from the date of its commencement, all as hereinafter provided. Each such assessment, together with such interest and such cost of collection, shall also be the continuing personal obligation of the Owner of such Lot at the time the assessment became due. Until such time as the Association is created and the first Board of Directors elected by the Lot Owners is installed, all assessments shall be paid to Declarant to be used for the purpose as set forth in this Declaration.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, and welfare of the Lot Owners use of and benefits from the Stormwater Management Facilities, and carrying out the responsibilities of the Association, including but not limited to the payment of taxes, insurance, and other costs and expenses incident to the care, maintenance, repair and replacement of the Stormwater Management Facilities located thereon.

SECTION 3. Amount of Annual Assessment. Until the first annual meeting of the Association, the amount of the annual assessment shall be determined by the Declarant. Thereafter, the amount of the annual assessment shall be determined by the voting members at any annual meeting or any special meeting called for the purpose. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the annual assessment shall in no case be less than an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable reserves) by the Declarant or the Board, as the case may be, to be necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this Declaration and the By-Laws for the following year. Each annual assessment shall be divided among the Lots contained within the Subject Property, excluding the Stormwater Management Facilities, on an equal basis. In the event the annual assessment is not duly adopted by the voting members within sixty (60) days following the date of the initial meeting duly noticed for such purpose, whether due to lack of a quorum, lack of sufficient vote of the voting members, or for any other reason, the amount of the Annual Assessment for the preceding year shall be assessed for the current year until otherwise approved by the voting members.

SECTION 4. Special Assessments for Extraordinary Items. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year, applicable to that year only, a special assessment which shall be assessed uniformly against each Lot for which an occupancy permit has been issued by the City for a dwelling unit constructed thereon for the purpose of defraying, in whole or

in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or maintenance of the Stormwater Management Facilities, provided that any such assessment shall have the assent of sixty percent (60%) of the voting members voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all voting members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

SECTION 5. Quorum for Any Action Authorized under Sections 3 and 4. The quorum required for any action authorized by Sections 3 and 4 of this Article IV, together with such other actions duly noticed to be considered at such meeting, shall be as follows:

At the first meeting of voting members called pursuant to Sections 3 and 4 of this Article IV, the presence in person or by written proxy of voting members entitled to cast fifty-one percent (51%) of all the votes of the Association shall constitute a quorum. If the required quorum is not forthcoming at such meeting, subsequent meetings may be called, subject to the notice requirement set forth in said Sections 3 and 4, until a quorum of three quarters (3/4) of the required quorum at the first such meeting is met.

SECTION 6. Date of Assessment. The Declarant, until the first annual meeting of voting members; and thereafter, the Board, shall fix the date of commencement and the date or dates of payment of the annual assessment against each Lot at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be open to inspection by any Lot Owner. Written notice of the assessment shall thereupon be sent to every lot Owner subject thereto. The Board shall upon demand at any time furnish to any Lot Owner liable for any assessment a certificate in writing signed by an officer of the Board, setting forth whether such assessment has been paid, and such certificate shall be presumptive evidence of payment of any such assessment. The due date of any special assessment under Section 4 hereof shall be fixed by the Board. The Board may require any annual or special assessment to be paid in such installments as it may deem appropriate.

SECTION 7. Effect of Nonpayment of Assessment; Remedies of Association. If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, be a continuing lien on the Lot in favor of the Association which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors, and assigns until paid. The personal obligation of the then Owner to pay such assessment, however, shall remain his personal obligation and that of his personal representatives but his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the land until satisfied.

If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at an interest rate of one and one-half

percent (1-1/2%) per month, or the maximum rate allowable by law, whichever is less, and the Association may bring an action against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorney fees to be fixed by the court, together with the costs of the action.

SECTION 8. Right of City to Effect Lien. In the event the Association fails to properly maintain the Stormwater Management Facilities in compliance with the codes and regulations of the City, and as a result thereof, the City performs such maintenance in accordance with the provisions of Section 1 of Article VI, the cost incurred by the City as a result thereof together with the additional sum of ten percent (10%) of such cost, upon recordation of a notice of lien within sixty (60) days of completion of such work by the City, shall constitute a lien against all of the Lots in an equal prorata amount, which may be foreclosed by any action brought by or on behalf of the City.

SECTION 9. Subordination of the Lien to Certain Encumbrances. Notwithstanding anything contained herein to the contrary, the lien of the assessments and of the City provided for herein shall be subordinate to the lien of any first mortgage or trust deed in the nature of a mortgage now or hereafter placed upon the property subject to Association assessment or lien by the City; provided, however, that such subordination shall apply only to the assessments and liens which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any Association assessments or charge of the City thereafter becoming due nor from the lien of any such subsequent assessment or charge of the City.

## ARTICLE V

### EASEMENTS

SECTION 1. Public Utility, Drainage and Storm Water Detention Easements. Pursuant to the Final Plat, the Declarant has granted certain easements for public utilities, drainage and storm water retention/detention to the City and other named common carriers and franchisees of the City. Said easements and the locations thereof are identified on the Final Plat. Pursuant to said easements, the City, and other parties benefitted thereby shall have the perpetual right, privilege and authority to utilize the easement premises in the manner set forth on the Final Plat, and each Owner of a Lot within the Subject Property shall maintain the easement premises located on his Lot and keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plat.

SECTION 2. Tree Conservation Easements. Pursuant to the Final Plat, Declarant has granted certain tree conservation easements to the City. Said easements and the locations thereof are identified on the Final Plat. Pursuant to said easements, they shall

remain in their natural state, free from any principal or accessory residential structures or other unnatural change, all as set forth on the Final Plat, and each Owner of a Lot shall not remove living trees or shrubs, or grade, excavate, fill or construct any structure of any kind on or within the easements, except as may be approved by the City in writing, all as specified on the Final Plat.

SECTION 3. Trail Easement. Pursuant to the Final Plat, Declarant has granted a trail easement over part of Lot 57 (Unit II) to the Park District. Said easement and the location thereof are identified on the Final Plat. Pursuant to the easement, the Park District is granted the non-exclusive right, privilege and authority to construct, reconstruct and repair a trail for pedestrian traffic over and across said easement all as set forth on the Final Plat.

SECTION 4. Easement to Run with the Land. All easements on or with respect to any Lot within the Subject Property as established by the Final Plat are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, the City, the Park District and any Owner, Occupant, purchaser, mortgagee, and other person having an interest in any Lot upon which such easement is located, and its or his heirs, grantees, successors, and assigns.

## ARTICLE VI

### USE RESTRICTIONS

SECTION 1. Stormwater Management Facilities. All Lot Ownerships in the Subject Property, through the Association, shall be responsible for the care, maintenance, repair, and replacement of the Stormwater Management Facilities, and the drains, inlets, and other devices associated therewith, to the extent not otherwise undertaken by the City, so as to insure the continued compliance of the Stormwater Management Facilities with the codes and regulations of the City pertaining to dry bottom storm water detention facilities. In the event the Stormwater Management Facilities are not properly maintained by the Association or the Lot Ownerships, the City shall, upon ten (10) days prior written notice to the Association or all of the general real estate tax assesses of record for the Lots, have the right to perform or have performed on its behalf all reasonably necessary maintenance work to or upon the Stormwater Management Facilities, or any portion thereof. In each such case, the City, through its designated representatives, shall have the right to enter upon, cross over, and utilize all or any portion of the Stormwater Management Facilities to carry out such maintenance.

The City and its representatives shall use all reasonable efforts to minimize any damage or disturbance to the Stormwater Management Facilities. In the event the City is required to effectuate such maintenance of any portion of the Stormwater Management Facilities, it shall be entitled to recover one hundred ten percent (110%) of the costs incurred by it as a result thereof in accordance with the provisions of Section 8 of Article IV of this Declaration.



SECTION 2. Trucks and Recreational Vehicles. No trucks, with Class B or higher license plates, no trucks or other vehicles with commercial lettering or signs painted on or affixed to any portion of the exterior thereof, and no recreational vehicles of any type, including, without limitation, boats, trailers, campers, motor homes, airplanes, and other such vehicles and equipment shall be parked or stored, temporarily or permanently, on any Lot within the Subject Property other than in a fully enclosed garage. Notwithstanding the foregoing, trucks with Class B or higher license plates and trucks and other vehicles with commercial lettering or signs painted on or affixed to any portion of the exterior of the same shall be permitted to park temporarily on the driveway on a Lot during the limited period of a service call, delivery or pick up being carried out or made to the dwelling unit on such lot, provided such limited temporary parking shall not include or allow unenclosed overnight parking of such vehicles on any lot. The restrictions set forth in this Section 3 shall not apply to trucks or other vehicles, (i) engaged or used in the development of the public improvements for the Subject Property, (ii) engaged or used in the construction of a dwelling unit or installation of landscaping or other site improvements on a Lot prior to the issuance of the occupancy permit for, and the residential habitation of, the dwelling unit located on such Lot, (iii) utilized, parked or stored on a Lot upon which a model home is located and operated pursuant to the written approval of Declarant, or (iv) utilized, parked or stored on a Lot upon which a house for sale which has not previously been inhabited is located.

SECTION 3. Swimming Pools. No above ground swimming pools, excluding children's wading pools, shall be erected, placed or utilized on any Lot.

SECTION 4. Building Exteriors. No aluminum, vinyl, or masonite (excepting stuccato used in an English Tudor or similar design) exterior siding, fascia or soffits shall be incorporated in or used in the construction of any dwelling unit located upon any Lot within the Subject Property. All structures shall be constructed of exteriors consisting of brick, stone, cedar, redwood, stuccato, exterior insulating finish system, or any combination thereof. No other form or type of exterior material shall be utilized. Nothing in this Section 4 shall be construed to limit or restrict the use of aluminum gutters, downspouts, storm doors, and storm window systems on the exterior of any dwelling unit. Exterior window and door shutters may be constructed of wood, vinyl, aluminum, or similar materials.

SECTION 5. Minimum Building Size. The following standards for minimum square footage of living space shall be applicable to each dwelling unit constructed within the Subject Property:

I. Unit I

a. All multi-story dwelling units shall contain not less than two thousand eight hundred (2,800) square feet of living space above the top of the dwelling unit's foundation at its highest point, and not less than fourteen hundred (1,400) square feet of living space on the first floor above the basement.

b. All one story dwelling units shall contain not less than two thousand three hundred (2,300) square feet of living space above the top of the dwelling unit's foundation at its highest point.

## II. Unit II

a. All multi-story dwelling units shall contain not less than three thousand three hundred (3,300) square feet of living space above the top of the dwelling unit's foundation at its highest point, and not less than sixteen hundred (1,600) square feet of living space on the first floor above the basement.

b. All one story dwelling units shall contain not less than two thousand five hundred (2,500) square feet of living space above the top of the dwelling unit's foundation at its highest point.

c. All multi-story dwelling units with a first floor master bedroom shall contain not less than three thousand one hundred (3,100) square feet of living space above the top of the dwelling units foundation at its highest point.

d. No bi-level homes will be permitted.

SECTION 6. Sodding or Seeding of Yards. All front, side, and rear yards, and all parkway areas adjacent thereto, shall be sodded or seeded on each Lot by the Lot Owner during the first growing season following the issuance of the occupancy permit for the dwelling unit on such Lot.

SECTION 7. Chimneys. Fireplace and chimney exterior flues must be of masonry construction, or other materials approved by Declarant.

SECTION 8. Lot Grading. Following the issuance of any occupancy certificate by the City for a Lot, such Lot shall be graded, and such grades shall be maintained, in compliance with the master grading plan effecting such Lot, as approved by the City. The top of foundation for each dwelling unit shall be constructed in substantial conformity to the elevation as provided on said master grading plan.

SECTION 9. Model Homes. No structure or other facility located upon the Subject Property shall be occupied or utilized for the purpose of a model home and/or sales and construction office without the prior written approval of Declarant, and then only in accordance with the limitations and restrictions of such approval. Such approval shall be in the sole and absolute discretion of Declarant. Nothing contained in this Declaration shall be construed to prohibit or limit the use of a structure for a model home and/or sales and construction office if otherwise approved by Declarant.

SECTION 10. Accessory Structures. No accessory structures, outbuildings, or storage sheds shall be constructed, maintained, or utilized upon any Lot, except for decks,

patios, swimming pools, children's playhouses, and gazebos, the latter two of which shall be constructed of materials permitted pursuant to Section 4 of this Article VI. Each such child's playhouse and gazebo shall contain one floor only constructed at or near ground level, and no child's playhouse shall exceed one hundred (100) square feet of gross floor area.

SECTION 11. Unit II Dwelling Unit Roofing Materials. All dwelling units constructed on a Lot in Unit II shall be required to use wood shake or dimensional roof shingles on all roofs.

SECTION 12. Fences. No fence shall be erected on any Lot unless the location, nature, kind, shape, height, materials, color scheme and approximate cost have all been approved by the Declarant pursuant to Article VII of this Declaration. All such fences shall be constructed of wrought iron or Jerith Aluminum, Style #202. No fence shall be located closer to the front lot line than ten (10) feet from the rear of the residence constructed on the Lot. On a corner Lot, both street sides shall be considered front yards for purposes of this restriction.

SECTION 13. Business or Commercial Uses. The lots shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same or any portion thereof, nor shall any resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident.

SECTION 14. Compliance with Governmental Regulations. All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the City. If and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the City, 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 said City.

SECTION 15. Temporary Structures. No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used as a residence or for any other purpose, either temporarily or permanently.

SECTION 16. Signs. 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.

SECTION 17. Animals/Pets. 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 (not to exceed a total of two (2) pets) may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

SECTION 18. Rubbish and Trash. 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 19. Clothes Drying. Drying of clothes shall be confined to the interior of the Dwelling Units.

SECTION 20. Adverse Impact. 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.

SECTION 21. Exterior Color of Structures. There shall be no change in any exterior color of any Dwelling Unit which is inconsistent with the general harmony and design of the Dwelling Units on the property.

SECTION 22. Nuisance. No nuisance, noxious or offensive activity shall be carried on in 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 23. 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 24. Parking Areas and Storage. 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, snowmobiles, boats or for any other purpose. No repair or body work or any motorized vehicle shall be permitted except within the confines of the garage. Any violation of the provision shall be deemed a nuisance under Section 22 hereof. Passenger motor vehicles in non-operative condition shall not be parked, except in garages. No portion of the Property, except garages on the respective Lots, may be utilized for parking or storing any boats.

SECTION 25. Satellite Dishes/Antennas. The operation of "ham" or other amateur radio stations or the erection of any communication antenna, television antenna receiving dish or similar devices shall not be allowed on any Lot; provided, however, that television antennas may be maintained if located entirely within a Dwelling Unit; and provided further that satellite dishes, not exceeding eighteen (18) inches in diameter, shall be allowed.

SECTION 26. Recreational Use of Stormwater Management Facilities. The recreational use of the Stormwater Management Facilities owned by the Association shall be subject to the rules and regulations from time to time established by the Association pursuant to Section 8(c) of Article III of this Declaration. Until such time as the Association is established and the relevant powers and authorities of Declarant hereunder are assigned to the Association, Declarant shall have the authority, in Declarant's sole and absolute discretion, to establish and enforce rules, restrictions and prohibitions concerning the use of the Stormwater Management Facilities, and all Owners and Occupants shall

fully comply with such rules, restrictions and prohibitions. Declarant shall have the right and authority to post signs upon the Stormwater Management Facilities to enforce all or any of such rules, restrictions or prohibitions. Upon the assumption by the Association of Declarant's rights and authorities hereunder, the Association shall have the authority to establish such rules and regulations pertaining to the use of the Stormwater Management Facilities owned by it as it may deem appropriate in accordance with the provisions of Section 8(c) of Article III of this Declaration, provided no such rule or regulation shall infringe upon the private property rights of any Lot Owner.

SECTION 27. Mailboxes. Mailboxes erected on Lots shall be uniform and as prescribed and provided by Declarant.

## ARTICLE VII

### ARCHITECTURAL CONTROLS

SECTION 1. Plan Approval. It is understood and agreed that the purpose of architectural controls for the Subject Property is to secure an attractive, harmonious residential development having continuing appeal. No construction on the Subject Property of a building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration thereto be made (except interior alterations) until the construction plans and specifications, showing the nature, kind, shape, height, materials, color scheme, proposed location on the Lot, approximate cost of such building or other structure shall have been submitted to and approved in writing by Declarant. Declarant shall have the right to refuse to approve any such construction plans or specifications which are not suitable or desirable in the opinion of Declarant for aesthetic or other reasons; and in so passing upon such construction plans and specifications, Declarant shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the compatibility with adjacent or neighboring properties.

All plans, specifications, and other materials pertinent to any proposed construction shall be submitted to the office of Joe Keim Land Corp., 515 East Roosevelt Road, Wheaton, Illinois 60187, Attention: Joseph A. Keim, President, or such other address as may from time to time serve as the principal place of business for said corporation, as agent for Declarant (hereinafter referred to as "Agent"), for approval or disapproval. A report in writing setting forth the decision of Declarant by Agent, and the reasons therefor shall thereafter be transmitted to the applicant by Agent within thirty (30) days after the date of filing the plans, specifications, and other material by the applicant. Agent, following the submission of the aforesaid, will aid and assist the prospective residents, or their agents, and will attempt to reasonably cooperate with the reasonable objectives of the Lot Owner. Lot Owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event: (a) Declarant through Agent fails to approve or disapprove within sixty (60) days after submission, the final plans, specifications, or other material, as required in this

Declaration; or (b) no suit to enjoin construction has been filed by Declarant Association or any other Lot Owner, within sixty (60) days after construction in violation of this Article VII, the requirement of Declaration under this Article VII for the structure or improvement submitted for review and approval for construction, and for such structure or improvement only, shall be waived, provided, however, that all other provisions of this Declaration shall be

SECTION 2. Assignment of Authority. The rights and authorities established by this Article VII shall be personal to Declarant, through its Agent, but may be assigned by Declarant to such other person(s) or entity, and thereafter from time to time assigned, as Declarant, or its successor or assign, may deem appropriate. An assignment of the Declarant's rights and authorities pursuant to this Article VII may only be accomplished by written instrument expressly referencing this Article VII, duly executed by the assignor, accepted by the assignee, and recorded with the Kane County Recorder's Office. Declarant may at any time terminate the architectural controls established hereunder by written instrument recorded with the Kane County Recorder's Office, without the consent of any Lot Owner within the Subject Property. In the event Declarant assigns its rights under this Article VII to the Association, the Association Board shall establish an architectural review committee consisting of not less than three (3) Lot Owners to administer the provisions of this Article VII. The term of service for each committee member elected by the Board, and the procedures to be utilized by such committee in carrying out its duties, shall be as established by the Board.

## ARTICLE VIII

### DECLARANT'S RIGHTS RESERVED

SECTION 1. Easements. Notwithstanding any provisions herein to the contrary, the easements granted or referred to under Article V of this Declaration shall be subject to:

- a. the right of the Declarant to execute all documents and do all other acts and things affecting the Subject Property which, in the Declarant's opinion are desirable and appropriate in connection with Declarant's rights hereunder, provided any such document or act or thing does not unreasonably interfere with the property rights of any Owner;
- b. easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public utility or governmental body for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes, or any other utility services serving any dwelling unit or as otherwise specified in such easements;
- c. the vacation or relocation of easements by the Declarant pursuant to agreement with the City to facilitate the service of utilities to all or any portion of the

Subject Property, or to eliminate a particular hardship which would otherwise be experienced by an Owner.

SECTION 2. Construction and Sales Facilities. Declarant shall have the right to construct, operate and maintain, and to authorize others pursuant to the provisions of Section 10 of Article VI of this Declaration to construct, operate and maintain, construction and/or sales facilities in model homes and other structures approved by Declarant located within the Subject Property throughout the period of construction and sales of Lots and dwelling units located within the Subject Property, or any portion thereof.

SECTION 3. Exceptions. Except for rights granted to the City, Declarant, for itself only, hereby reserves the right to enter into written agreements without the consent of any Owner to deviate from any or all of the provisions set forth herein in the event there are practical difficulties or particular hardships evidenced by any Owner of any Lot in the Subject Property. Any deviation so approved shall not constitute a waiver of the right of Declarant or any Owner to enforce against any other Lot within the Subject Property, the provision deviated from, nor shall Declarant have any obligation to extend or grant such deviation to any other Lot within the Subject Property.

SECTION 4. General Authority. Declarant shall have the right to execute all documents and undertake any actions effecting the Subject Property, and any portions thereof, which in Declarant's sole and absolute discretion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to Declarant or the Association in this Declaration.

SECTION 5. Declarant's Agent. All notices, approvals, consents, deviations, and other authorizations which may be given by Declarant hereunder may also be given by Declarant's Agent as identified in Section 1 of Article VII of this Declaration. All such notices, approvals, consents, deviations, and other authorizations from time to time voluntarily given in writing under the authentic and duly authorized signature of Agent shall be deemed binding upon Declarant and may be relied upon solely by the person or entity to which the same is specifically addressed. Declarant may from time to time revoke, alter, amend or transfer the authority granted under this Section 5 by written instrument referencing this Section 5, which instrument shall be deemed effective upon execution by Declarant and recordation thereof with Kane County Recorder of Deeds.

SECTION 6. Assignment of Declarant's Rights. Declarant, its successors or assigns, shall have the right to transfer and assign all or any of the rights, privileges, easements, powers, and duties herein retained or reserved by Declarant, its successors or assigns, by written instrument or instruments in the nature of an assignment expressly providing for such assignment and specifically referencing this Declaration and the provisions assigned, which shall be effective when recorded in the office of the Recorder of Deeds of Kane County, Illinois, and Declarant, its successors or assigns, shall thereupon be relieved and discharged from every duty so vested in the transferee.

## ARTICLE IX

### GENERAL PROVISIONS

SECTION 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association, the Owner of any land subject to this Declaration or portions thereof, and the City, and their respective legal representatives, heirs, grantees, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument amending this provision as hereinafter provided shall be recorded.

SECTION 2. Amendment. This instrument and its effect shall not at any time hereafter be modified, amended, or annulled except by the written agreement of the then Owners of record of sixty percent (60%) of all of the Lot Ownerships to which such provision applies, or such other percentage of Lot Ownerships as expressly otherwise provided in this Declaration. No amendment purporting to affect any right of the City provided herein shall be effective unless such amendment is duly approved and executed by the City. No amendment shall be effective until duly executed, acknowledged, and recorded in the office of the Recorder of Deeds, Kane County, Illinois.

SECTION 3. Severability. If any provisions of this Declaration or any section, sentence, clause, phrase or word hereof, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstance shall not be affected thereby.

SECTION 4. Headings Not Controlling. The headings, sub-headings, and captions in this Declaration are for convenience only and shall not be construed to affect the meaning or interpretation of this Declaration.

SECTION 5. Perpetuities and Other Rules of Property. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or an analogous statutory provision, or (b) any other statute or common law rule imposing time limits, then such provision shall continue in the case of (a) only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Chairman of the Kane County Board, Kane County, Illinois, and the incumbent President of the United States, and in the case of (b) for the maximum period permitted.

SECTION 6. Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries from time to time established thereunder shall be responsible for payment



of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings, chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the personal obligation of the beneficiaries of such trust at the time such charge or lien is incurred, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

SECTION 7. Rights and Obligations. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed and shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and, except as otherwise provided herein, shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The rights and powers reserved in Declarant hereunder shall be personal to Declarant and shall not inure to the benefit of any grantee, successor or assignee of Declarant unless otherwise expressly provided in a written instrument of assignment executed by Declarant and recorded with the Kane County Recorder's Office.

SECTION 8. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

SECTION 9. Remedies for Breach of Covenants, Restrictions and Regulations.

a. Default. In the event of any default of any Owner under the provisions of this Declaration, or any amendment hereof, Declarant, the Association, other Owners, and the City shall have each and all of the rights which may be respectively provided for them in this Declaration, or which may be available at law or in equity and may prosecute any action or other proceeding for enforcement of any lien or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Declarant, the Association, such other Owners, or the City in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, shall be charged to and assessed against such defaulting Owner.

b. No Waiver of Rights. The failure to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right or of the continuing right to enforce such a right, provision,

covenant, or condition in the future, irrespective of the number of violations, defaults, or breaches which may occur.

c. Remedies Cumulative. All rights, remedies, and privileges granted to Declarant, the Association, Owners, or the City pursuant to any of the terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude Declarant, the Association, Owners, or the City thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted to Declarant, the Association, Owners, or the City at law or in equity.

SECTION 10. Limited Application. Nothing contained in this Declaration shall be construed to apply to any property other than the Subject Property.

SECTION 11. Conflict. In the event of a conflict between any provision of this Declaration and an express provision contained on the Final Plat, the provision of the Final Plat shall prevail.

SECTION 12. Recitals and Paragraph Headings. The recitals set forth at the beginning of this Declaration and the exhibits attached hereto are hereby incorporated into and made a part of the substance of this Declaration.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the day and date first above written.

JOE KEIM LAND CORP., an Illinois  
Corporation

By: 

Title: President

Attest: 

Title: Secretary

Prepared by and mail to:

Gary L. Taylor  
Rathje, Woodward, Dyer & Burt  
300 E. Roosevelt Road  
P.O. Box 786  
Wheaton, Illinois 60189,  
-(630) 668-8500

STATE OF ILLINOIS     )  
                                  )  
COUNTY OF DU PAGE    )

I, Donna M. Manley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH A. KEIM, personally known to me to be the President of JOE KEIM LAND CORP., an Illinois corporation, duly licensed to transact business in the State of Illinois, and HELEN R. KEIM, personally known to me to be the Secretary of said corporation and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and deliver the said instrument as President and Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13<sup>th</sup> day of June, 2000.

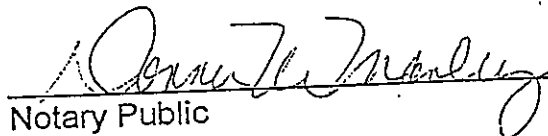
  
Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOTS 1 THROUGH 27, INCLUSIVE, AND LOTS 29 THROUGH 88, INCLUSIVE, OF MAJESTIC OAKS UNIT I, BEING A PART OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000, AS DOCUMENT 2000K000455, IN KANE COUNTY, ILLINOIS

AND

LOTS 1 THROUGH 57 OF MAJESTIC OAKS UNIT II, BEING A PART OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000, AS DOCUMENT 2000K000456, IN KANE COUNTY, ILLINOIS.

Permanent Index Numbers:  
Majestic Oaks Unit 1

<u>Lot No.</u>	<u>Permanent Index Number</u>
1	09-24-329-001
2	09-24-329-002
3	09-24-329-003
4	09-24-329-004
5	09-24-329-005
6	09-24-329-006
7	09-24-329-007
8	09-24-329-008
9	09-24-329-009
10	09-24-405-001
11	09-24-405-002
12	09-24-405-003
13	09-24-405-004
14	09-24-405-005
15	09-24-405-006
16	09-24-405-007
17	09-24-451-033
18	09-24-451-034
19	09-24-451-035
20	09-24-406-009
21	09-24-406-008
22	09-24-406-007

<u>Lot No.</u>	<u>Permanent Index Number</u>
23	09-24-406-006
24	09-24-406-005
25	09-24-406-001
26	09-24-406-002
27	09-24-406-003
29	09-24-451-036
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65	09-24-331-008
66	09-24-331-009
67	09-24-372-011

<u>Lot No.</u>	<u>Permanent Index Number</u>
----------------	-------------------------------

68	09-24-372-010
69	09-24-372-007
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74	09-24-371-002
75	09-24-371-001
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77	09-24-330-010
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82	09-24-330-005
83	09-24-330-004
84	09-24-330-003
85	09-24-330-002
86	09-24-330-001
87	09-24-371-007
88	09-24-329-010

Permanent Index Numbers  
Majestic Oaks Unit II

<u>Lot No.</u>	<u>Permanent Index Number</u>
----------------	-------------------------------

1	09-24-402-008
2	09-24-402-007
3	09-24-402-006
4	09-24-402-005
5	09-24-402-004
6	09-24-402-003
7	09-24-402-002
8	09-24-402-001
9	09-24-251-023
10	09-24-403-016
11	09-24-403-012
12	09-24-403-013
13	09-24-403-014
14	09-24-403-015
15	09-24-403-009
16	09-24-403-006

<u>Lot No.</u>	<u>Permanent Index Number</u>
17	09-24-403-004
18	09-24-403-001
19	09-24-403-002
20	09-24-403-003
21	09-24-403-005
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25	09-24-403-011
26	09-24-403-024
27	09-24-403-023
28	09-24-403-022
29	09-24-403-021
30	09-24-403-020
31	09-24-403-019
32	09-24-403-018
33	09-24-403-017
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53	09-24-404-015
54	09-24-404-016
55	09-24-251-022
56	09-24-251-020
57	09-24-251-021

FILED FOR RECORD  
KANE COUNTY, ILL.

2000K093083

200 NOV 17 AM 10:45

*Lynnda M. Reinsel*  
RECORDER

FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS



FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

FOR

MAJESTIC OAKS UNITS I AND II

This First Amendment is made this 13th day of November, 2000, by Joe Keim Land Corp., an Illinois corporation (hereinafter referred to as "Declarant").

**WHEREAS**, Declarant is the title holder of that certain real property legally described in Exhibit "A" appended hereto and made a part hereof (hereinafter referred to as "Property"); and,

**WHEREAS**, the Property consists of residential lots to be conveyed to individuals who will be purchasing single family homes constructed thereon; and,

**WHEREAS**, on June 19, 2000 Declarant caused to be recorded the Majestic Oaks Units I and II Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter the "Declaration") as Document No. 2000 K 048403 with the Recorder of Deeds of Kane County, Illinois; and,

**WHEREAS**, pursuant to the Declaration, Declarant reserved the right and privilege to amend said Declaration; and,

**WHEREAS**, Declarant deems it advisable and in the best interests of the property to amend the Declaration as hereinafter provided.

**NOW, THEREFORE**, Declarant hereby amends the Declaration as follows:

1. Article I, Section 1 of the Declaration is hereby amended by addition of the following sub-paragraph:

"(y) Landscape Easements: The easements over part of Lot 88 and Lot 1 in Unit I created and granted to the Association for the purpose of maintaining, repairing and replacing the entrance monumentation located within the Landscape Easements, including all landscaping and appurtenances thereto."

2. Article III, Section 3 of the Declaration is hereby amended as follows:

"SECTION 3. Association Responsibilities. The Association, acting through its membership, or its Board of Managers, as the case may be, shall have the responsibility of (a) holding legal title to the Stormwater Management Facilities (or such of them as may from time to time be conveyed to the Association) in its own name or the name of a land trust, the beneficial interest of which is owned solely by the Association, (b) enforcing and administering the terms of this Declaration, (c) establishing and approving the annual budget (including necessary reserves), and (d) establishing and collecting assessments and arranging for the management and the maintenance, repair, and rehabilitation of the Stormwater Management Facilities, to the extent such maintenance is not otherwise undertaken by the City pursuant to the City's acceptance of storm water lines, structures and appurtenances contained within the Stormwater Management Facilities, and (e) establishing and collecting assessments and arranging for the management, maintenance, repair and rehabilitation of the Landscape Easements, and all appurtenances contained within the Landscape Easements."

(Amended portion has been underlined.)

3. Article III, Section 8 of the Declaration is hereby amended as follows:

"SECTION 8. Powers and Duties of the Board of Managers. The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not by this Declaration or the Association's By-Laws directed to be exercised by the Lot Owners, including, without limitation, the following:

"(a) To provide for the management, improvement, maintenance, repair, renewal, replacement and rehabilitation of the Stormwater Management Facilities, including, without limitation, such maintenance and improvement from time to time required in order to maintain compliance of the Facilities with applicable codes and regulations of the City and other applicable governmental authorities pertaining to dry bottom detention facilities.

"(b) To provide for the planting, care, maintenance, restoration and replacement of: (i) landscaping materials within any landscape island, if any, located within any public street right-of-way dedicated pursuant to the Final Plat; and, (ii) entrance monumentation located on any of the Stormwater Management Facilities or Landscape Easements.

"(c) To enforce the terms of this Declaration and to enact such additional rules and regulations as are necessary for the use and enjoyment of the Stormwater Management Facilities under ownership of the Association.

"(d) To cause the annual budget to be prepared, and each Lot Owner to be notified of the annual budget and any special assessments against his Lot, and to collect the same, all in accordance with this Declaration.

"(e) To procure and maintain such public liability, workmen's compensation, fidelity, directors' and officers' liability and other insurance in such amounts and insuring the Lot Owners, the Association, and the Board against such risks as the Board may in its discretion deem appropriate, provided, however, that in no event shall comprehensive general liability insurance coverage be in an amount less than One Million Dollars (\$1,000,000.00) for each person and each occurrence.

"(f) To pay all taxes and other costs and expenses incident to the Ownership of the Stormwater Management Facilities and improvements utilized upon the Stormwater Management Facilities for the benefit of the Association.

"(g) To execute such grants of easement, not inconsistent with the easements specified in Article V hereof, as may be necessary from time to time to any utility company or provider serving or utilizing a Lot owned by the Association.

"(h) To deposit from time to time to the credit of the Association funds in savings, money market and checking accounts in such banks, trust companies, or other depositories as the Board may select.

"(i) To authorize any officer or officers, agent or agents, of the Association to enter into contracts or to execute and deliver instruments in the name of and on behalf of the Association.

"(j) To keep correct and complete books and records of account and minutes of the proceedings of the Board and committees having any of the authority of the Board. All books and records of the Association may be inspected by any Lot Owner, voting member or member of the Board or his agent or attorney, for any proper purpose at any reasonable times.

"(k) To provide to the holder of a first mortgage on any Lot, upon written request, written notice of any default by the Owner of such Lot in the performance of any obligation under this Declaration which is not cured within thirty (30) days. This provision may not be amended without the written consent of all holders of first mortgages in the Lots.

"(l) To exercise for the Association all powers, duties, and authority vested in or delegated to the Association and not reserved to the Lot Owners by the By-Laws or this Declaration."

(Amended portion has been underlined.)

4. Article IV, Section 2 of the Declaration is hereby amended as follows:

"SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for promoting the health, safety, and welfare of the Lot Owners use of and benefits from the Stormwater Management Facilities and Landscape Easements, and carrying out the responsibilities of the Association, including but not limited to the payment of taxes, insurance, and other costs and expenses incident to the care, maintenance, repair and replacement of the Stormwater Management Facilities, Landscape Easements, entrance monumentation and landscaping located thereon."

(Amended portion has been underlined.)

5. Article IV, Section 4 of the Declaration is hereby amended as follows:

"SECTION 4. Special Assessments for Extraordinary Items. In addition to the annual assessments authorized by Section 3 of this Article IV, the Association may levy in any assessment year, applicable to that year only, a special assessment which shall be assessed uniformly against each Lot for which an occupancy permit has been issued by the City for a dwelling unit constructed thereon for the purpose of defraying, in whole or in part, the cost of any extraordinary construction or reconstruction, unexpected or emergency repair, replacement, rehabilitation or maintenance of the Stormwater Management Facilities and/or Landscape Easements, provided

that any such assessment shall have the assent of sixty percent (60%) of the voting members voting on the question at an annual meeting or a special meeting duly called for this purpose, written notice of which shall be sent to all voting members at least fourteen (14) days in advance and shall set forth the purpose of the meeting.

(Amended portion has been underlined.)

6. Article V of the Declaration is hereby amended by addition of the following:

"SECTION 5. Landscape Easements. Declarant hereby grants a perpetual non-exclusive easement to the Association over and upon the real estate legally described on Exhibit "A" hereto for the purposes of maintaining, repairing and replacing the entrance monumentation located with said easement premises (the "Landscape Easements") including all landscaping and appurtenances thereto. The Landscape Easements as granted shall be subject to all terms, conditions and restrictions contained in the Declaration."

7. Article VI, Section 1 of the Declaration is hereby amended as follows:

"SECTION 1. Stormwater Management Facilities and Landscape Easements. All Lot Ownerships in the Subject Property, through the Association, shall be responsible for the care, maintenance, repair, and replacement of the Stormwater Management Facilities, and the drains, inlets, and other devices associated therewith and the Landscape Easements, to the extent not otherwise undertaken by the City, so as to insure the continued compliance of the Stormwater Management Facilities with the codes and regulations of the City pertaining to dry bottom storm water detention facilities. In the event the Stormwater Management Facilities and/or Landscape Easements are not properly maintained by the Association or the Lot Ownerships, the City shall, upon ten (10) days prior written notice to the Association or all of the general real estate tax assessesees of record for the Lots, have the right to perform or have performed on its behalf all reasonably necessary maintenance work to or upon the Stormwater Management Facilities and/or Landscape Easements, or any portion thereof. In each such case, the City, through its designated representatives, shall have the right to enter upon, cross over, and utilize all or any portion of the Stormwater Management Facilities or Landscape Easements to carry out such maintenance.

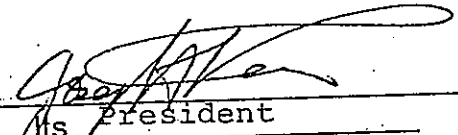
"The City and its representatives shall use all reasonable efforts to minimize any damage or disturbance to the Stormwater Management Facilities or Landscape Easements. In the event the City is required to

effectuate such maintenance of any portion of the Stormwater Management Facilities or Landscape Easements, it shall be entitled to recover one hundred ten percent (110%) of the costs incurred by it as a result thereof in accordance with the provisions of Section 8 of Article IV of this Declaration."

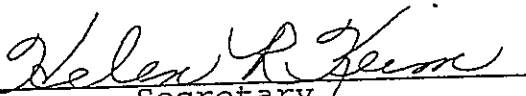
(Amended portion has been underlined.)

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed on its behalf, attested to and its corporate seal to be hereunder affixed as of the day and year first above written.

JOE KEIM LAND CORP.

By:   
Its President

Attest:

By:   
Its Secretary

This instrument Prepared By And Mail To After Recording:

Gary L. Taylor  
RATHJE, WOODWARD, DYER & BURT  
300 East Roosevelt Road  
Wheaton, IL 60187  
630/668-8500

3d 23<sup>32</sup>

STATE OF ILLINOIS     )  
                                      )  
COUNTY OF DU PAGE    )

I, Donna M. Manley, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JOSEPH A. KEIM, personally known to me to be the President of JOE KEIM LAND CORP., an Illinois corporation, duly licensed to transact business in the State of Illinois, and HELEN R. KEIM, personally known to me to be the Secretary of said corporation and personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and deliver the said instrument as President and Secretary of said corporation, and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of November, 2000.

  
Notary Public



# EXHIBIT A

## LEGAL DESCRIPTION

### Lot 1

THE WESTERLY 40 FEET OF LOT 1 IN MAJESTIC OAKS UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

PIN 09-24-329-001

### Lot 88

THE WESTERLY 40 FEET OF LOT 88 IN MAJESTIC OAKS UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, KANE COUNTY, ILLINOIS.

PIN 09-24-329-010



Recorded  
9-14-04  
Document  
2004K 121715

**SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR MAJESTIC OAKS UNITS I AND II**

This Second Amendment is made this 9th day of September, 2004, by Joe Keim Land Corp., an Illinois corporation (hereinafter referred to as "Declarant").

**WHEREAS**, Declarant is the title holder of that certain real property legal described in Exhibit "A" appended hereto and made a part hereof (hereinafter referred to as "Property"); and,

**WHEREAS**, the Property consists of residential lots to be conveyed to individuals who will be purchasing single family homes constructed thereon; and

**WHEREAS**, on June 19, 2000, Declarant caused to be recorded the Majestic Oaks Units I and II Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter the "Declaration") as Document No. 2000 K 048403 with the Recorder of Deeds of Kane County, Illinois; and,

**WHEREAS**, Declarant amended the Declaration pursuant to that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Majestic Oaks Units I and II dated November 13, 2000, and recorded November 17, 2000, as Document 2000 K 093083 with the Recorder of Deeds of Kane County, Illinois; and

**WHEREAS**, pursuant to the Declaration, Declarant reserved the right and privilege to amend said Declaration; and

**WHEREAS**, Declarant deems it advisable and in the best interests of the Property to amend the Declaration as hereinafter provided.

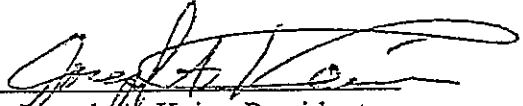
NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

Article VI, Section 17 shall be amended as follows:

"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 (not to exceed a total of four (4) pets, and not to exceed three (3) of the same species), may be kept, provided that they are not kept, bred, or maintained for any commercial purposes."

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the day and date first above written.

JOE KEIM LAND CORP.

By:   
Joseph A. Keim, President

Attest:

By:   
Helen R. Keim, Secretary

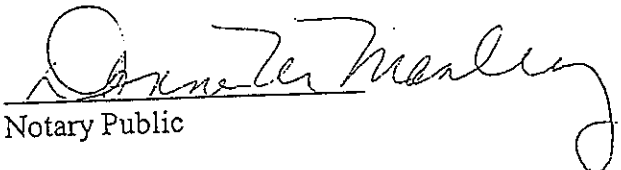
This instrument prepared by and mail to after recording:

Joseph A. Keim  
Joe Keim Land Corp.  
515 E. Roosevelt Rd.  
Wheaton, IL 60187  
(630) 260-0500

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF KANE )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO  
HEREBY CERTIFY that Joseph A. Keim, President of JOE KEIM LAND CORP., and  
Helen R. Keim, Secretary of said Corporation, personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument as such President and Secretary,  
respectively, appeared before me this day in person and acknowledged that they signed and  
delivered said instrument as their own free and voluntary act and as the free and voluntary act of  
said JOE KEIM LAND CORP.

GIVEN under my hand and Notarial Seal this 9th day of September, 2004.

  
Notary Public

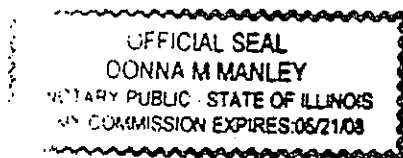


EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 THROUGH 27, INCLUSIVE, AND LOTS 29 THROUGH 88, INCLUSIVE OF MAJESTIC OAKS UNIT I, BEING A PART OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000 AS DOCUMENT 2000K000455, IN KANE COUNTY, ILLINOIS

AND

LOTS 1 THROUGH 57 OF MAJESTIC OAKS UNIT II, BEING A PART OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000 AS DOCUMENT 2000K0004566, IN KANE COUNTY, ILLINOIS.

Permanent Index Numbers  
Majestic Oaks Unit 1

<u>Lot No.</u>	<u>Permanent Index Number</u>
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2	09-24-329-002
3	09-24-329-003
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5	09-24-329-005
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13	09-24-405-004
14	09-24-405-005
15	09-24-405-006
16	09-24-405-007
17	09-24-451-033
18	09-24-451-034

Lot No.Permanent Index Number

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22	09-24-406-007
23	09-24-407-006
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26	09-24-406-002
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41	09-24-373-003
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56	09-24-372-012
57	09-24-331-010
58	09-24-331-004
59	09-24-331-003
60	09-24-331-002

<u>Lot No.</u>	<u>Permanent Index Number</u>
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61	09-24-331-001
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63	09-24-331-006
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84	09-24-330-003
85	09-24-330-002
86	09-24-330-001
87	09-24-371-007
88	09-24-329-010

Permanent Index Numbers  
Majestic Oaks Unit II

<u>Lot No.</u>	<u>Permanent Index Number</u>
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1	09-24-402-008
2	09-24-402-007
3	09-24-402-006
4	09-24-402-005
5	09-24-402-004
6	09-24-402-003
7	09-24-402-002

<u>Lot No.</u>	<u>Permanent Index Number</u>
8	09-24-402-001
9	09-24-251-023
10	09-24-403-016
11	09-24-403-012
12	09-24-403-013
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43	09-24-404-005
44	09-24-404-006
45	09-24-404-007
46	09-24-404-008
47	09-24-404-009
48	09-24-404-010

Lot No.

Permanent Index Number

49	09-24-404-014
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52	09-24-404-011
53	09-24-404-015
54	09-24-404-016
56	09-24-251-022
57	09-24-251-020
58	09-24-251-021





## JOE KEIM LAND CORP.

## FACSIMILE TRANSMITTAL COVER SHEET

DATE:

2-15-02

CONTENTS:

Total of

7

pages, including this cover sheet

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PLEASE DELIVER TO:

Kathleen

JEBI

TELEPHONE NUMBER:

FACSIMILE NUMBER:

COMMENTS:

Doc. # 095234

Magnolia ACOE

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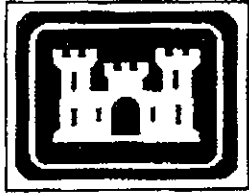
NO

FROM:

JOE KEIM LAND CORP.  
515 E. ROOSEVELT RD.  
WHEATON, ILLINOIS 60187  
TELEPHONE: (630) 260-0500  
FACSIMILE: (630) 260-0694

515 E. Roosevelt Road • Wheaton, Illinois 60187

(630) 260-0500 • (630) 260-0694



## DEPARTMENT OF THE ARMY AUTHORIZATION

Permittee: Majestic Oaks Subdivision/Keim Land Corp.

Application No: 199700483

Issuing Office: U.S. Army Corps of Engineers, Chicago District

DEFINITIONS: The term "you" and its derivatives, as used in this authorization, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the authorized activity or the appropriate official of that office acting under the authority of the commanding officer.

You are authorized to perform work in accordance with the terms and conditions specified below.

**Project Description:** Application to Discharge Fill Material into 2.5 acres of isolated wetlands within the Fox River watershed in association with the Majestic Oaks Subdivision Development in St. Charles, Kane County, Illinois. Filling 2.5 acres of wetland in conjunction with the development of the Majestic Oaks Subdivision with 2.37 acre(s) of wetland preserved, 10.13 acres of upland woods preserved created, 1.5 acres of off-site mitigation, and construction of a 4.08 acre naturalized stormwater basin and a \$25,000 donation to the St. Charles Park District. The approved conceptual site plan is entitled The Woods of St. Charles, dated July 20, 1998, and prepared by the Lannert Group including correspondence prepared by ENCAP, Inc. on March 12, 1999 and correspondence prepared by CEMCON, Ltd. on March 11, 1999.

**Project Location:** Southeast of Moseley Lane and Kirk Road in St. Charles, Kane County, Illinois (Southeast Quarter of Section 24, Township 40N, Range 8E).

### Permit Conditions:

#### General Conditions

1. The above described work is authorized under the provisions of Nationwide Permit number 26 and is therefore subject to all applicable conditions contained in the Federal Register dated December 13, 1996.

2. This verification is valid until January 5, 2000, unless the Nationwide Permit is modified, reissued, or revoked before that time. It is your responsibility to remain informed of any changes to the nationwide permit program. A public notice announcing any changes will be issued if and when they occur. If you commence or are under contract to commence this activity prior to the date the nationwide permit is modified or revoked, you will have twelve (12) months from the date the nationwide permit is modified or revoked to complete the activity under the present terms and conditions of this nationwide permit.

### Special Conditions

1. This authorization is based on all materials submitted as part of application number 199700483. You must comply with all applicable regulations, ~~and the Investigation Requirements dated April 30, 1998,~~ in carrying out this project. Failure to comply with the terms and conditions of this authorization may result in suspension and revocation of your authorization.

2. You shall prepare and submit a soil erosion and sediment control plan for the entire work area to the Kane County Soil and Water Conservation District (SWCD) for review. This authorization does not become valid until you provide evidence to this office that the SWCD has confirmed that your soil erosion and sediment control plan meets technical standards.

3. You shall undertake and complete:

a) The conceptual site plan entitled The Woods of St. Charles, dated July 20, 1998, and prepared by the Lannert Group and as described in correspondence prepared by ENCAP, Inc. on March 12, 1999 and correspondence prepared by CEMCON, Ltd. on March 11, 1999. Final Plans including seeding/planting for the naturalized detention basin will be subject to the approval of the St. Charles Park District.

b) You will establish a 30 foot tree conservation area on at the rear of all wooded lots as described on Exhibit IX attached with correspondence prepared by CEMCON, Ltd. on March 11, 1999.

c) You will purchase 1.5 acres of wetland mitigation credits at an approved wetland mitigation bank within the Fox River watershed.

d) Transfer 16.58 acres of wetland and mesic woods and a \$25,000 endowment to the St. Charles Park District. You must submit a copy of appropriate legal documents to this office as evidence.

4. You will construct a 4.08 acre stormwater detention basin that will be planted with native upland prairie, wet meadow and emergent vegetation to emulate a natural local ecosystem with 90% coverage with native (and non-weedy) species.

a) You provide management and enhancement of vegetation within the stormwater detention basin for five years such that the native mean C value, native FQI and/or relative importance value increases each successive year.

b) If this office deems this work unsatisfactory you will purchase 0.67 wetland mitigation credits at an approved wetland mitigation bank.

5. You must notify this office of any proposed revisions of the above documents and receive approval by this office before work affected by the revision is begun.

6. You must comply with the Illinois Environmental Protection Agency's conditions, as stated in their water quality certification for the project under section 401 of the Clean Water Act (Public Law 95-217).

7. Any wetland areas created or preserved as mitigation for work by this authorization shall not be made subject of a future Department of the Army application, except for the purposes of enhancing or restoring the mitigation area associated with this authorization as approved by this office.

8. You shall record this authorization with the registrar of deeds or appropriate office charged with the responsibility for maintaining records of title or interest in real property. A recorded copy shall be forwarded to this office within 30 days of issuance of this authorization.

9. You must notify this office and receive approval from this office prior to the transfer of this authorization and liabilities associated with the compliance with its terms and conditions. The transferee must sign the authorization in the space provided and forward a copy of the authorization to this office.

10. You shall establish an irrevocable letter of credit in favor of the Village of St. Charles in the amount of not less than \$40,000 to cover costs commensurate to 0.67 wetland mitigation credits.

11. You shall record a deed restriction [or conservation easement] on any areas created or preserved as mitigation for work by this authorization. A recorded copy will be forwarded to this office within 60 days of issuance of this authorization.

**Further Information:**

1. This office has authority to determine if an activity complies with the terms and conditions of a Nationwide Permit (NWP).

2. Limits of this Authorization:

a. NWPs do not obviate the need to obtain other federal, state, or local authorizations required by law.

b. NWPs do not grant any property rights or exclusive privileges.

c. NWPs do not authorize any injury to the property or rights of others.

d. This authorization does not permit interference with any existing or proposed Federal project.

3. Limits of Federal Liability. The Federal Government does not assume any liability for the following:

a. Damages to the authorized project or uses thereof as a result of other authorized activities or from natural causes.

b. Damages to the authorized project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.

c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by this authorized activity.

d. Design or construction deficiencies associated with the authorized work.

e. Damage claims associated with any future modifications, suspension, or revocation of this authorization.

4. Reliance on Applicant's Data. The determination by the issuing office that this activity complies with the terms and conditions of a nationwide permit was made in the reliance on the information you provided.

5. Reevaluation of Permit Decision. This office may reevaluate its decision on this authorization at any time the circumstances warrant. In addition, this office may reevaluate the determination that the project qualifies under a nationwide permit. Circumstances that could require a reevaluation include, but are not limited to, the following:

a. You fail to comply with the terms and conditions of this authorization.

b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (see 4 above).

c. Significant new information surfaces which was not considered in reaching the original interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 330.5.

Your signature below, as ~~permittee~~, indicates that you accept and agree to comply with the terms and conditions of this authorization.

PERMITTEE

Mr. Joe Keim  
Joe Keim LandCorp  
301 East Longfellow Drive  
Wheaton, Illinois 60187

DATE

9/20/99

This authorization becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

Peter J. Rowan, P.E.  
Lieutenant Colonel, U.S. Army  
District Engineer

DATE

27 Sep 99

replied by:

Mitchell Loe

US Dept of Army  
District Engineer

When the structures or work by this authorization are still in existence at the time the property is transferred, the terms and conditions of this authorization will continue to be binding on the new owner(s) of the property. To validate the transfer of this authorization and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below.

\_\_\_\_\_  
TRANSFeree

\_\_\_\_\_  
DATE

1999K095234

FILED FOR RECORD  
KANE COUNTY, ILL.  
OCT -5 AM 9:00  
RECORDED  
*John M. Quinn*



**JOE KEIM LAND CORP.**

August 29, 2007

Mrs. Virginia Prybell  
Majestic Oaks Homeowners Association  
2400 E. Main St., Suite 103-317  
St. Charles IL 60174

Dear Virginia:

The following information and documents were turned over to the homeowners association in November, 2004.

Declaration of Covenants, Conditions and Restrictions and Easements and Amendments

Plats of Majestic Oaks Units 1 and 2

List of owners and addresses

Army Corps of Engineers Permit

Copies of the Deed for the common areas

Articles of Incorporation

Real estate tax bills

Insurance policy

Resignation of Directors

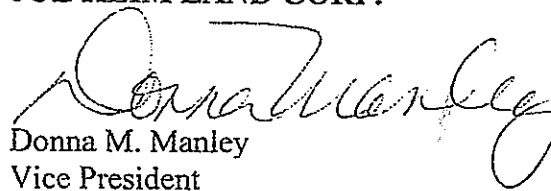
As-built drawings of detention basins

Mr. Keim has not assigned his right of architectural approval and does not intend to relinquish that right at least until all lots have been sold. If the Board would like to accept requests for approval from existing homeowners for fences, playhouses, and improvements not part of the homes themselves to transmit to Mr. Keim, that would be acceptable; however, all homeowners should understand that approvals must come from Mr. Keim. Obviously, requests for approval for new dwellings will not be transmitted through the Board.

Please contact me if I can provide additional information.

Very truly yours,

**JOE KEIM LAND CORP.**

  
Donna M. Manley  
Vice President



GEORGE E. COLE®  
LEGAL FORMS

No. 801 REC  
February 1996

2004K100361

SANDY WEGMAN  
RECORDER  
KANE COUNTY, IL

RECORDED ON  
07/26/2004 03:59PM

REC FEE: 25.00  
PAGES: 3

**WARRANTY DEED**  
**Statutory (Illinois)**  
**(Corporation to Corporation)**

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR

JOE KEIM LAND CORP.

Above Space for Recorder's use only

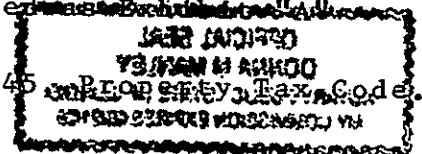
a corporation created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of Ten and 00/100 Dollars ----- DOLLARS,

in hand paid, and pursuant to authority given by the Board of Directors of said corporation, CONVEYS and WARRANTS to  
MAJESTIC OAKS HOMEOWNERS ASSOCIATION

a corporation organized and existing under and by virtue of the laws of the State of Illinois having its principal office at the following address 515 E. Roosevelt Rd., Wheaton IL 60187, the following described Real Estate situated in the County of Kane and State of Illinois, to wit:

See Legal Description Attached

Exempt under provisions of Paragraph e, Section 31-45, Property Tax Code.



Permanent Real Estate Index Number(s):

Address(es) of Real Estate: St. Charles, IL 60174

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its \_\_\_\_\_ President, and attested by its \_\_\_\_\_ Secretary, this 19th day of July, 19xx 2004

JOE KEIM LAND CORP.

Impress  
Corporate Seal  
Here

By:

Joseph A. Keim

(Name of Corporation)

Joseph A. Keim

President

Attest:

Helen R. Keim

Helen R. Keim

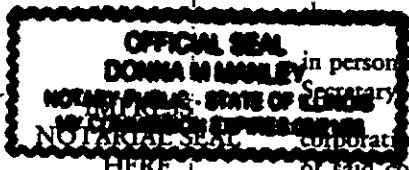
Secretary

WARRANTY DEED  
Corporation to Corporation

TO

Unofficial

State of Illinois, County of Kane ss. I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Joseph A. Keim personally known to me to be the                      president of the Joe Keim Land Corp. corporation, and Helen R. Keim personally known to me to be the                      Secretary of said corporation, and personally known to me to be the                      persons whose names are subscribed to the foregoing instrument, appeared before me this day                      in person and severally acknowledged that as such                      President and                      Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.



Given under my hand and official seal, this 19th day of July 2004  
Commission expires 19

NOTARY PUBLIC

This instrument was prepared by Joseph A. Keim, 515 E. Roosevelt Rd., Wheaton IL 60187  
(Name and Address)

MAIL TO: { (Name)  
**JOE KEIM LAND CORP.**  
515 E. ROOSEVELT RD.  
WHEATON, IL 60187  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:  
Majestic Oaks Homeowners Assn.  
(Name)  
515 E. Roosevelt Rd.  
(Address)  
Wheaton, IL 60187  
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO.

EXHIBIT "A"

PARCEL ONE:

LOT 87 IN MAJESTIC OAKS UNIT 1, BEING A PART OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000 AS DOCUMENT NO . 2000K000455, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

09-24-371-007

PARCEL TWO:

LOT 54 IN MAJESTIC OAKS UNIT 2, BEING A PART OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000 AS DOCUMENT 2000K000456, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS.

09-24-404-016

PARCEL THREE:

LOT 57 IN MAJESTIC OAKS UNIT 2, BEING A PART OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000 AS DOCUMENT 2000K000456, IN THE CITY OF ST. CHARLES, KANE COUNTY, ILLINOIS

09-24-251-021



2008K041671

**SANDY WEGMAN**  
RECORDER - KANE COUNTY, IL

RECORDED: 5/14/2008 4:11 PM  
REC FEE: 30.00 RHSPS FEE: 10.00  
PAGES: 9

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR MAJESTIC OAKS UNITS I AND II**

This Third Amendment is made this XX day of March, 2008 by Majestic Oaks Unit I and II Homeowners Association, an Illinois not-for profit corporation (hereinafter referred to as the "Association"). This instrument is recorded for the purpose of amending the Majestic Oaks Units I and II Declaration of Covenants, Conditions, Restrictions and Easements, which was recorded on March 22, 1993 as Document No. 2000 K 048403 with the Recorder of Deeds of Kane County, Illinois (hereinafter the "Declaration").

## **PREAMBLE**

**WHEREAS**, the Association, through its Board of Directors, administers the Property legally described in Exhibit "A" of the Declaration; and,

**WHEREAS**, on June 19, 2000, Association caused to be recorded the Majestic Oaks Units I and II Declaration of Covenants, Conditions, Restrictions and Easements (hereinafter the "Declaration") as Document No. 2000 K 048403 with the Recorder of Deeds of Kane County, Illinois; and,

**WHEREAS**, Association amended the Declaration pursuant to that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Majestic Oaks Units I and II dated November 13, 2000, and recorded November 17, 2000 as Document No. 2000 K 093083 with the Recorder of Deeds of Kane County, Illinois; and,

**WHEREAS**, Association amended the Declaration pursuant to that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Majestic Oaks Units I and II dated September 9, 2004, and recorded September 14, 2004 as Document No. 2004 K 121715 with the Recorder of Deeds of Kane County, Illinois; and,

**WHEREAS**, pursuant to Article IX, Section 2 of the Declaration, Association reserved the right and privilege to amend said Declaration; and

**WHEREAS**, this Amendment has been approved by the affirmative vote, in person or by proxy, of the Owners having at least sixty percent (60%) of the Lot Ownership, in compliance with Section 2 of Article IX of the Declaration of, following a meeting called for the purpose of amending the Declaration, with due notice having been given to all Owners; and

**WHEREAS**, Association deems it advisable and in the best interests of the Property to amend the Declaration as hereinafter provided.

**NOW, THEREFORE**, Association hereby amends the Declaration as follows:

1. Article III, Section 6 (b) is hereby amended as follows:

SECTION 6. (b) Annual Meeting. "The initial meeting of the voting members shall be held upon not less than seven (7) days written notice given by Association. Thereafter, there shall be an annual meeting of the voting members during the first quarter of each calendar year or during another quarter each fiscal year based on the Association's budget year at such reasonable time and date as may be designated by written notice of the Board delivered to the voting members not less than thirty (30) days prior to the date fixed for such meeting."

2. Article IV, Section 3 is hereby amended as follows:

SECTION 3. Amount of Annual Assessment. Until the first annual meeting of the Association, the amount of the annual assessment shall be determined by the Association. Thereafter, the amount of the annual assessment, including the use of the Reserve Account to satisfy the Association's expenses, shall be determined by the voting members at any annual meeting or any special meeting called for the purpose. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the Annual Assessment shall in no case be less than an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable reserves) by the Association or the Board, as the case may be, to be necessary to defray all costs and expenses of the Association in meeting its obligations and fulfilling its duties under this Declaration and the By-Laws for the following year. Each annual assessment shall be divided among the Lots contained within the Subject Property, excluding the Stormwater Management Facilities, on an equal basis. In the event the annual assessment is not duly adopted by the voting members within sixty (60) days following the date of the initial meeting duly noticed for such purpose, whether due to lack of a quorum, lack of sufficient vote of the voting members, or for any other reason, the amount of the Annual Assessment for the preceding year shall be assessed for the current year until otherwise approved by the voting members.

3. Article IV, Section 7 is hereby amended by addition of the following paragraph, and modification of the second full paragraph of Article IV, Section 7:

The Board may seek reimbursement from a Lot Owner for costs incurred by the Association to rectify the Association property altered by that Lot Owner.

If an assessment or expense reimbursement billed to the Lot Owner is not paid within thirty (30) days after the due date . . .

4. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.
5. The language of this Amendment shall govern any conflicts between this document and the prior Declaration and the amendments thereto.
6. Except as to the extent expressly set forth herein above, and as amended, the Declaration, Bylaws and Rules and Regulations shall continue in full force and effect without change.

**IN WITNESS WHEREOF**, Association has caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the day and date first above written.

This instrument prepared and mailed to after recording:

~~Majestic Oaks Homeowners Association~~

~~2400 East Main Street - Suite 103-317~~

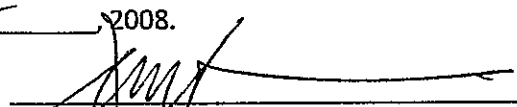
~~St. Charles, Illinois 60174~~

Ken & Costello, PC  
128 S. County Farm Rd pt  
Wheaton, IL 60187

STATE OF ILLINOIS           )  
  ) SS  
COUNTY OF KANE            )

The undersigned is President of the Board of Directors of MAJESTIC OAKS UNITS I AND II HOMEOWNERS ASSOCIATION, and by my signature below, do hereby execute the foregoing Amendment to the Declaration on behalf of the Board.

EXECUTED this 24th day of APRIL, 2008.

  
Being the President of the Board of  
Directors of MAJESTIC OAKS UNITS I AND II  
HOMEOWNERS ASSOCIATION

I, Brian R. Rapacki, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of MAJESTIC OAKS UNITS I AND II HOMEOWNERS ASSOCIATION, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

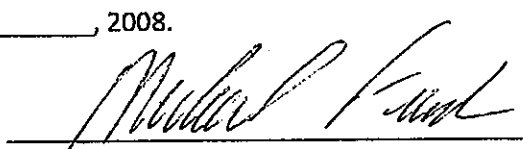
BY: 

STATE OF ILLINOIS           )  
  ) SS  
COUNTY OF KANE            )



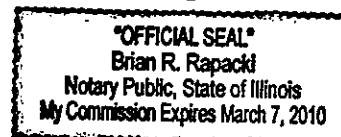
The undersigned is Secretary of the Board of Directors of MAJESTIC OAKS UNITS I AND II HOMEOWNERS ASSOCIATION, and by my signature below, do hereby execute the foregoing Amendment to the Declaration on behalf of the Board.

EXECUTED this 24th day of APRIL, 2008.

  
Being the Secretary of the Board of  
Directors of MAJESTIC OAKS UNITS I AND II  
HOMEOWNERS ASSOCIATION

I, Brian R. Rapacki, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of MAJESTIC OAKS UNITS I AND II HOMEOWNERS ASSOCIATION, which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: 





## **LEGAL DESCRIPTION**

LOTS 1 THROUGH 27, INCLUSIVE, AND LOTS 29 THROUGH 88, INCLUSIVE OF MAJESTIC OAKS UNIT I, BEING A PART OF THE SOUTH HALF OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000 AS DOCUMENT 2000K000455, IN KANE COUNTY, ILLINOIS.

AND

LOTS 1 THROUGH 57 OF MAJESTIC OAKS II, BEING A PART OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 4, 2000 AS DOCUMENT 2000K0004566, IN KANE COUNTY, ILLINOIS.

MAJESTIC OAKS UNIT 1

<u>Lot No.</u>	<u>PIN</u>
1	09-24-329-001
2	09-24-329-002
3	09-24-329-003
4	09-24-329-004
5	09-24-329-005
6	09-24-329-006
7	09-24-329-007
8	09-24-329-008
9	09-24-329-009
10	09-24-405-001
11	09-24-405-002
12	09-24-405-003
13	09-24-405-004
14	09-24-405-005
15	09-24-405-006
16	09-24-405-007
17	09-24-451-033
18	09-24-451-034
19	09-24-451-035
20	09-24-406-009
21	09-24-406-008
22	09-24-406-007
23	09-24-407-006
24	09-24-406-005
25	09-24-406-001
26	09-24-406-002
27	09-24-406-003
29	09-24-451-036
30	09-24-451-037
31	09-24-451-038
32	09-24-451-039
33	09-24-451-040
34	09-24-451-041
35	09-24-451-042
36	09-24-373-008
37	09-24-373-007
38	09-24-373-006
39	09-24-373-005
40	09-24-373-004
41	09-24-373-003
42	09-24-373-002
43	09-24-373-001
44	09-24-371-006
45	09-24-371-005
46	09-24-371-004
47	09-24-372-002
48	09-24-372-004
49	09-24-372-006
50	09-24-372-008

51	09-24-372-009
52	09-24-372-016
53	09-24-372-015
54	09-24-372-014
55	09-24-372-013
56	09-24-372-012
57	09-24-331-010
58	09-24-331-004
59	09-24-331-003
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72	09-24-372-001
73	09-24-371-003
74	09-24-371-002
75	09-24-371-001
76	09-24-330-011
77	09-24-330-010
78	09-24-330-009
79	09-24-330-008
80	09-24-330-007
81	09-24-330-006
82	09-24-330-005
83	09-24-330-004
84	09-24-330-003
85	09-24-330-002
86	09-24-330-001
87	09-24-371-007
88	09-24-329-010

JESTIC OAKS UNIT II

<u>Lot No.</u>	<u>PIN</u>
1	09-24-402-008
2	09-24-402-007
3	09-24-402-006
4	09-24-402-005
5	09-24-402-004
6	09-24-402-003
7	09-24-402-002
8	09-24-402-001
9	09-24-251-023
10	09-24-403-016

11	09-24-403-012
12	09-24-403-013
13	09-24-403-014
14	09-24-403-015
15	09-24-403-009
16	09-24-403-006
17	09-24-403-004
18	09-24-403-001
19	09-24-403-002
20	09-24-403-003
21	09-24-403-005
22	09-24-403-007
23	09-24-403-008
24	09-24-403-010
25	09-24-403-011
26	09-24-403-024
27	09-24-403-023
28	09-24-403-022
29	09-24-403-021
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36	09-24-251-026
37	09-24-251-027
38	09-24-251-028
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42	09-24-404-004
43	09-24-404-005
44	09-24-404-006
45	09-24-404-007
46	09-24-404-008
47	09-24-404-009
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49	09-24-404-014
50	09-24-404-013
51	09-24-404-012
52	09-24-404-011
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57	09-24-251-020
58	09-24-251-021