

**This Instrument was Prepared and
Recordation Requested By and
After Recording Return to:**

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1. **Title of Document:** Declaration of Covenants and Restrictions for Natalie Estates
2. **Date of Document:** _____, 2019
3. **Declarant:** J&M Development, an Illinois limited liability company
4. **Mailing Address:** 4001 State Route 159, Suite 107, Smithton, Illinois 62285
5. **Legal description:** See Exhibit A annexed to the document.

The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached Declaration for Natalie Estates. In the event of a conflict between the provisions of the attached Declaration for Natalie Estates and the provisions of this cover page, the attached Declaration for Natalie Estates shall prevail and control.

DECLARATION OF COVENANTS AND RESTRICTIONS FOR NATALIE ESTATES

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DECLARATION OF COVENANTS AND RESTRICTIONS

J&M Development LLC, an Illinois limited liability company (the “Declarant”) makes and enters into this Declaration of Covenants and Restrictions (“Declaration”) effective as of _____, 2019.

RECITALS:

A. Declarant desires to create a residential community to be known as “Natalie Estates” (“Community”) on certain real property located in Monroe County, Illinois, which is legally described on Exhibit A attached hereto and incorporated herein.

B. This Declaration is a “Declaration” of a “Common Interest Community” under 735 ILCS 5/9-102.

C. Declarant desires to insure compliance with the requirements and the general purposes and objectives upon which the Community has been established.

D. All reservations, limitations, conditions, easements and covenants herein contained (hereinafter sometimes referred to as “covenants and restrictions”) are jointly and severally for the benefit of Declarant and all persons who may purchase, hold or own from time to time any of the property covered by this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

1. DEFINITIONS The following words when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise) shall have the following meanings (and shall not have the meaning ascribed to these terms in the Condominium Act):

(a) “Association” shall mean and refer to a not-for-profit corporation and its successors and assigns to which the Common Properties (as hereinafter defined) shall be conveyed, and which shall have the powers of maintaining, operating and administering the Common Properties and facilities and administering and enforcing the covenants and restrictions hereinafter set forth and collecting and disbursing the assessments and charges hereinafter created and, upon formation of the Association, the Association shall accept and assume the rights, responsibilities, powers and duties of the Association under this Declaration and be bound by the terms and conditions of this Declaration.

(b) “Board” shall mean the Board of Directors of the Association. The directors on the Board may be individually or collectively referred to herein as “Director” or “Directors”.

(c) “Bylaws” shall mean the Bylaws attached hereto as Exhibit B and incorporated herein by reference, as may be amended from time to time.

(d) “Common Properties” shall mean and refer to those areas of land owned by the Association, and/or the easements, licenses and other occupancy or use rights which the Association may have in any portion of the Properties, or in other land or properties adjacent thereto whether as an appurtenance thereto or otherwise, and which are intended to be devoted to the common use and enjoyment of more than one Owner of the Properties, and shall be deemed to constitute subdivision common areas under 35 ILCS 200/10-35, including, without limitation: (i) parks, open spaces, playgrounds, pavilions, streets, parking areas within the Common Properties, subdivision entrance areas and monuments, storm water control easement areas and facilities, paths, walkways, and other trail systems; (ii) detention and/or retention basins; (iii) all apparatus, fixtures, equipment and installations, now or hereafter, erected on the Common Properties and intended for common use such as benches, tables and playground equipment; (iv) any auxiliary building, club house, recreational facilities (if any) and other structures which may, at any time, be erected on the Common Properties and which are intended for common use. Common Properties shall not include any item that solely serves a particular Lot or Single Family Dwelling.

(e) “Declarant” shall mean and refer to J&M Development LLC, an Illinois limited liability company, its successors and assigns.

(f) “Lot” shall mean and refer to the subdivided parcels of land shown on any final recorded subdivision plat of the Properties (with the exception of the Common Properties as herein defined) to be improved with Single Family Dwellings.

(g) “Mortgage” and “Mortgagee” shall mean and refer to a mortgage on any Lot and the grantee of said mortgage, respectively.

(h) “Offsite Facilities” shall mean and refer to all entrance areas and monuments, boulevards, open spaces, landscaped areas, storm sewer facilities including any detention and/or retention basins, and other areas or facilities located adjacent to or in the vicinity of the Properties which benefit or serve the Properties as determined at any time or from time to time in the sole discretion of the Declarant or the Association.

(i) “Owner” shall mean and refer to the owner of record, whether one or more persons or entities, of the fee simple title to any Lot, including but not limited to the Declarant where applicable but shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(j) “Plat” shall mean and refer to any subdivision plat recorded in the Recorder’s Office which creates Lots.

(k) “Properties” shall mean and refer to that certain real property herein described on Exhibit A and such additions thereto as may hereafter be made subject to this Declaration and brought within the jurisdiction of the Association and the Properties constitute a common interest community under 735 ILCS 5/9-102.

(l) “Single Family Dwelling” shall mean and refer to the building consisting of one dwelling unit to be constructed on each Lot.

2. EASEMENTS AND PROPERTY RIGHTS

(a) Every Owner and every resident of the Properties subject to this Declaration shall have a right and easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(i) The right of the Directors to take such steps as are reasonably necessary to protect the Common Properties against foreclosure;

(ii) The right of the Directors to set rules and regulations governing the use of Common Properties;

(iii) The right of the Directors to suspend the voting rights and rights to use of the recreational facilities by any members or residents for any period during which any assessment remains unpaid and for a period not to exceed sixty (60) days for any infraction of the published rules and regulations;

(iv) The right of the Directors to charge reasonable admission and other fees for the use of any recreational facilities situated on the Common Properties and require licenses and license fees where it is deemed necessary by the Directors;

(v) The right of the Directors to dedicate or transfer all or part of the Common Properties or grant such easements and rights of way in and to the Common Properties, to any public agency, authority, or utility for such purposes and subject to such conditions as may be reasonably necessary for the development of the community provided that, subject to the foregoing exception, no conveyance or transfer of all or any of the Common Properties shall be effective unless an instrument agreeing to such conveyance or transfer has been recorded and approved by two-thirds (2/3) of each class of members at a meeting of the members or consented to in writing and signed by members holding at least eighty percent (80%) of the voting power;

(vi) The right of the Declarant or other builder-Declarants to utilize the Common Properties for promotional purposes during periods of development;

(vii) The right of the Directors to enter into licensing agreements with commercial enterprises for the operation of recreation facilities and related concessions for the benefit of Owners and residents of the Properties; and

(viii) The right of the Directors to annex additional residential and Common Properties to the community.

(b) The Common Properties shall be for the benefit, use, and enjoyment of the Owners, present and future, of the community.

(c) Every utility easement on each Lot shall constitute an easement for utility purposes to serve any other Lot or the Common Properties.

(d) In the event that any utilities and utility connections serving a Lot are located in part on a Lot other than the Lot being served by such utilities and connections, the utility company, the Owner of a Lot being served, and the contractors and employees of such company or Owner shall have the right and easement to enter upon the Lot in which the utility line or connection is located for the repair, maintenance and replacement of such line or connection.

(e) The Properties (including the Lots) are subject to a perpetual easement in gross to the Association, its successors and assigns, for ingress and egress to perform its obligations and duties as required by this Declaration. The Properties (including the Lots) are subject to a perpetual easement in gross to the Declarant, its successors and assigns, for access, ingress and egress to perform any duties and obligations which may be imposed upon Declarant, its successors and assigns, as Declarant of the Community, by this Declaration or by any state, county, municipal or other governmental agency.

3. ASSOCIATION

(a) The Declarant and every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

(b) The Association shall have two classes of voting memberships:

(i) Class A: Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

(ii) Class B: The Class B member shall be the Declarant and shall be entitled to five (5) votes for each Lot owned. The Class B membership shall cease and be

converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(A) when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership, or

(B) December 31, 2039

4. SELECTION OF DIRECTORS

(a) The initial Board of Directors of the Association shall consist of three (3) members appointed by Declarant in its sole discretion and hereinafter referred to as Director 1, Director 2 and Director 3. During the period of service of Director 1, Director 2, or Director 3 or their appointed successors (“Original Directors”), one or more shall be subject to removal by Declarant, with or without cause, and Declarant shall have the exclusive right to designate the successor to such removed Director for his or her unexpired period of service as provided for hereunder. Should any of the Original Directors die, resign, or cease to hold office, or decline to act or become incompetent or unable for any reason to discharge the duties, or avail himself or herself of or exercise the rights and powers hereby granted or bestowed upon them as Directors under this Declaration, then Declarant shall have the exclusive right to designate the successor thereto for his or her unexpired period of service as provided for hereunder. In the event that the provisions of this Declaration cannot be fulfilled due to unfilled vacancies among the Directors, a Lot Owner may petition the Aldermen of the City of Waterloo, Illinois (and the Aldermen of the City of Waterloo, Illinois shall have the right and power) to appoint or cause to be appointed a director to fill the vacancy during said interim (“Interim Director”). Any Interim Director who is not an Owner shall receive a reasonable fee for services rendered and the fee shall be determined by the Directors who are not Interim Directors. The fee shall be levied as a special assessment against the Lots, which assessment shall not be subject to any limitations on special assessments, if any, contained in this Declaration.

(b) After formation of the Association and until such time as Declarant has sold and conveyed all of the Lots (regardless of whether such Lots are constructed and/or sold in phases), which may be subject to this Declaration to persons or entities or other than a successor builder or Declarant, the procedures for designating successor Directors shall be as set forth in the Bylaws of the Association.

5. DIRECTORS' DUTIES AND POWERS

The Directors shall have the following rights, powers, duties and obligations:

(a) To acquire and hold the Common Properties and to transfer or sell the Common Properties in accordance with the provisions provided for herein, to exercise control over the Common Properties, continuously maintain, improve and operate same with landscaping, furniture, equipment, accessories, shrubbery, decorations, buildings, recreational facilities and structures of any kind or description, and any and all other types of facilities in the

interest of the health, welfare, safety, recreation, entertainment, education and for the general use of the Owners of the Properties, to grant such easements and rights-of-way over the Common Properties to such utility companies or public agencies or others as they shall deem necessary or appropriate in accordance with the provisions of Section 2(a)(v), to make rules and regulations, not inconsistent with the law and this Declaration, for the use and operation thereof and in every and all respects govern the operation, functioning and usage of the Common Properties.

(b) To exercise such control over the easements, streets, drives, trail systems, walkways and rights-of-way (except for such as have been or may hereafter be dedicated to public bodies or agencies) as is necessary to maintain, repair, supervise and insure the proper use of said easements, streets, drives, trail systems, walkways and rights-of-way by the necessary public utilities and others, including the right (to themselves and to others to whom they may grant permission) to construct, operate and maintain on, under and over said easements, streets, drives, trail systems, walkways and rights-of-ways, pipes, poles, wires and other facilities and public utilities for service to the Lots within the lands subject hereof, and to establish traffic regulations for the use of such streets, drives and walkways, to operate and maintain any storm water control facilities, including lakes and other retention areas, serving any portion of the Properties, which have not been accepted for maintenance by any appropriate public body, agency or utility company.

(c) To plant, care for, maintain, spray, trim, protect and replace trees, shrubbery and vegetation within any rights-of-way, to decorate the entranceway to the subdivision by appropriate landscaping or by a subdivision sign or in such other manner as the Directors shall deem appropriate.

(d) To dedicate the private streets, drives, walkways, or rights-of-way, or any portion or portions thereof, when such dedications would be accepted by an appropriate public agency.

(e) At the discretion of the Directors, to designate certain parking areas for the sole and exclusive use of Owners, their occupants, guests or invitees.

(f) To provide for the maintenance, repair and replacement of the Common Properties, and otherwise to provide such services as shall be in the interest of the health, safety and welfare of the Owners and residents, and to enter into and assume contracts for such purposes covering such periods of time as they may consider advisable; provided, however, that neither Declarant, nor the Association, nor their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees shall provide or maintain or be responsible for providing or maintaining, in any way, security for all or any portion of the Properties, and for any Owners, or Owners principals, shareholders, partners, agents, family members, invitees or guests. Furthermore, each and every Owner, its principal(s), shareholder(s), partners, agents, family members, invitees and guests, hereby release and hold harmless the Declarant (including any successor builder or Declarant) and the Association, and their respective officers, directors, successors, assigns, agents, employees, affiliates or licensees from and against any and all claims, demands and liabilities for any damage to real or personal property or injury or death

resulting in any way, due to the existence or level of security provided with respect to the Properties.

(g) In exercising the rights, powers and privileges granted to them, and in discharging the duties imposed upon them by the provisions of this Declaration, from time to time to enter into contracts, employ agents and other employees as they deem necessary or advisable, employ counsel to advise the Directors or to institute and prosecute such suits as they deem necessary or advisable, and to defend suits brought against them individually or collectively in their capacity as Directors.

(h) To receive, hold, convey, dispose of and administer in trust for any purpose mentioned in this Declaration any gift, grant, conveyance or donation of money or real or personal property.

(i) With regard to all property, real, personal or mixed, owned or held by them as Directors, the full and unqualified right, power and authority to:

(i) Make all contracts and incur all liabilities necessary, related or incidental to the exercise of the Directors' powers and duties hereunder, including the construction of improvements.

(ii) Purchase insurance against all risks, casualties and liabilities of every nature and description including, without limitation, the following:

(A) Property insurance on the Common Properties insuring against all risks of direct physical loss commonly insured against, including fire and extended coverage perils. The total amount of insurance after application of any deductibles shall not be less than eighty percent (80%) of the actual cash value of insured Property at the time the insurance is purchased and at each renewal date, exclusive of land and excavations, foundations and other items normally excluded from the Property policies;

(B) Liability insurance in an amount determined by the Board covering all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership, or maintenance of the Common Properties;

(C) The Association may carry any other insurance it deems appropriate to protect the Association or the Owners;

(iii) Borrow money, including making a permanent, temporary or construction loan, make and execute promissory notes or incur liabilities and obligations with respect thereto and to grant a lease or leasehold security interest in Common Properties to secure such obligations such that the secured party could charge admissions for the use of said Common Properties to Owners or a wider public until the loan with respect thereto was repaid;

(iv) Sell, convey, trade, exchange, use, handle, manage, control, operate, hold, and deal in and with all property owned by the Association, in all respects, limited only as provided in this Declaration or by law;

(j) The Directors shall deposit the funds coming into their hands, as Directors, in a state or national bank protected by the Federal Deposit Insurance Corporation.

(k) All rights, powers, duties, privileges and acts of every nature and description conferred upon the Directors by the terms of this Declaration may be executed and exercised by a majority of the Directors, unless otherwise provided herein. The Directors shall not be personally liable for their acts in the performance of their duties, except for dishonesty or acts criminal in nature, and the Association shall indemnify and hold the Directors harmless from all such acts to the extent permitted by law.

(l) Notwithstanding any other condition herein, the Directors shall make suitable provision for compliance with all subdivision and other ordinances, rules and regulations of the City of Waterloo, Illinois, as applicable, and any other governmental entity of which the Properties may become a part. Specifically, and not by way of limitation, the Directors shall make provision for the maintenance and operation of all street lights, roadways, storm water facilities and easements not otherwise accepted by a public agency or utility.

(m) At the discretion of the Directors, the Directors may enter into management or licensing agreements with commercial entities for the management, operation or administration of any portion of the Common Properties or Shared Improvements, including, without limitation, any recreational facilities and/or any related concessions, for the benefit of the Owners and residents of the Properties.

(n) The Directors, upon proper approval from appropriate governmental authorities, shall have the power to erect ornamental entrance monuments to the Properties, such monuments to be located on easements as may be shown on any recorded subdivision plat of the Properties. The Directors shall have the duty to maintain and repair those monuments, together with all related equipment, utility facilities and landscaping located on the aforementioned easements.

(o) The Directors may remove any signage erected or constructed anywhere within the Properties which signage was not approved by the Directors and is not otherwise specifically allowed hereunder.

6. COVENANT FOR ASSESSMENTS

(a) Except as set forth in **Subsection 6(g)**, the Declarant, for each Lot within the Properties, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or their conveyance, shall be deemed to covenant and agree to pay to the Association (i) annual assessments or charges, (ii) special

assessments or charges, with such assessments or charges to be fixed, established and collected from time to time as hereinafter provided, and (iii) a one time working capital assessment which shall be due immediately upon the first conveyance of any Lot (and not on any subsequent conveyance) after a Single Family Dwelling has been constructed upon such Lot in the amount of \$_____ for purposes of providing working capital for the Association; such assessment is to be treated as a special assessment hereunder and shall be a charge against the title of each such Lot and shall be a continuing lien and otherwise shall be collectible and enforceable in accordance with this **Section 6**.

(b) Any and all annual and special assessments, and charges as provided in this **Section 6** together with such interest thereon and costs of collection thereof, shall be a charge against the title of each Lot and shall be a continuing lien upon the Lot against which such assessment or charge is made, which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns without the need or requirement of filing any additional documentation with respect to such lien. Recording of this Declaration constitutes record notice and perfection of the lien as to assessments which become delinquent thereafter, together with interest thereon and cost of collection thereof as hereinafter provided. Further recording of a claim for assessment and/or charge under this **Section 6** is not required. The Association shall be entitled to enforce collection of any and all of such assessment(s) and/or charge(s), interest and costs through enforcement of such lien. Each such assessment and/or charge, together with such interest thereon and cost of collection thereof as herein provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment became due. Notwithstanding anything herein to the contrary, the lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage and non-payment of any such annual or special assessment shall not constitute a default under any federally insured mortgage. Furthermore, mortgagees of any such financing on a Lot and/or improvements thereon shall not be required to collect, retain or escrow any assessments as referenced hereinabove.

(c) The assessment(s) and/or charge(s) levied under this Section shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Properties or for maintaining the market value of the Properties and in particular for the rendering of services in the furtherance of such purposes and the purposes, obligations, uses and restrictions contemplated herein, including the carrying out of all functions herein or therein authorized and required, and for the improvement, maintenance and operation of the Common Properties and Offsite Facilities, including, but not limited to, the payment of taxes and insurance thereon, debt service and repair, maintenance, replacements and additions thereto and for the cost of labor, equipment, materials, management and supervision thereof and for such other needs as may arise and for maintenance of reserves for the benefit of the Association.

(d) (i) In addition to the annual assessment herein authorized, there may be levied in any assessment year a special assessment for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement within or upon the Common Properties, Offsite Facilities, or any easement, street, drive, walkway or other right-of-way on the Property provided for the benefit of the Lots subject

hereto, and including the provision of necessary fixtures or personal property related thereto, provided that any such assessment shall have the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power, pursuant to the Bylaws hereof, or the approving vote of two-thirds (2/3) of the vote of each class of members who are voting, in person or by proxy, at a meeting duly called for such purpose, written notice of which shall have been sent to all members not less than thirty (30) days nor more than sixty (60) days in advance and shall set forth the purpose of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting.

(ii) The provisions of this **Section 6** with respect to the establishment of due dates, effect of non-payment and remedies for enforcement shall be applicable to any special assessment levied as hereinabove authorized.

(e) Assessments shall be made in a manner and subject to the following procedure:

(i) Declarant hereby establishes an annual assessment for each Lot within the Properties in the amount of \$_____ which shall be payable on July 1 of each year. As to annual assessments thereafter, on or before thirty (30) days in advance of each assessment year, as established by the Directors, the Directors shall prepare a proposed budget for the upcoming assessment year taking into consideration all anticipated items of expense, including reasonable replacement and other reserves. Based upon the proposed budget, the Directors shall establish the annual assessment for the upcoming assessment year for all Lots. The Directors shall set the due date for payment of the assessments, and may provide for a periodic payment schedule if deemed desirable by the Directors. If at any time during an assessment year, the Directors determine in their reasonable opinion that the annual assessment will not provide sufficient funds during the assessment year to cover the expense of items in the proposed budget and/or the expense of any items not indicated on the proposed budget which may occur and are non-extraordinary and reasonably necessary to the general operation of the Association and/or the Common Properties or Offsite Facilities, then the Directors may levy an additional supplemental assessment on all Lots for the remainder of the assessment year in the amount necessary to cover the anticipated revenue deficit for that assessment year. The right and power to levy a supplemental annual assessment shall extend to the Directors for the first assessment year and each assessment year thereafter. Written notice of any levy of a supplemental assessment shall be given to each Owner and payment shall be made as directed by the Directors in such notice.

(ii) Subject to requisite member approval as set forth herein, special assessments shall be made by the Directors upon thirty (30) days notice, and, at the discretion of the Directors, may be payable in a lump sum, in periodic installments or due and payable within thirty (30) days from the date of such notice.

(iii) Any charge or assessment imposed by the Association, shall be divided among Owners on the basis of an equal amount per Lot.

(iv) Notice of any assessment shall be given by the Directors, either by mail, postage prepaid, addressed to the address shown on the real estate assessment records of Monroe County or any appropriate municipality (and notice so given shall be considered given when mailed), or by posting a brief notice of the assessment upon the Lot itself.

(v) The failure or delay of the Directors to prepare or serve any budget or any annual, additional annual or special assessment shall not constitute a waiver or release in any manner of any Owner's obligation to pay such assessment whenever the same shall be made, and in the absence of any annual assessment or additional annual assessment the Owner shall continue to pay at the then existing rate established for the previous assessment.

(f) If any assessment or charge is not paid within thirty (30) days after the delinquency date, such assessment shall bear interest from the date of delinquency at the lesser of eighteen percent (18%) per annum or the highest rate allowed by law, and the Directors may bring legal action against the Owner personally obligated to pay same, and, in addition, shall be entitled to the rights as set forth in **Section 6(b)** hereinabove with respect to enforcement of payment of same. The Board of Directors is hereby authorized to notify any Mortgagee that the Board is taking steps to collect unpaid assessments or to enforce a lien against said Lot.

(g) The following properties subject to this Declaration shall be exempt from all the assessments, charges and liens created herein:

(i) All Common Properties.

(ii) All properties exempt from taxation under the laws of the State of Illinois.

(iii) All Single Family Dwellings used as display units (whether or not owned by Declarant) and all Lots owned by the Declarant or a successor of Declarant before title to the Lot has been transferred to the first purchaser thereof at retail (as distinguished from sale in bulk or at wholesale to others for development or resale). Notwithstanding anything contained herein the contrary, neither the Declarant nor any other signatory to this Declaration shall have any duty or obligation to pay any assessments, charges, capital reserves or any other sums to the Association, Board or otherwise and any common law, fiduciary, statutory or other duty or obligation which may exist at any time or from time to time is hereby specifically disclaimed and abrogated, the Declarant and any other signatory to this Declaration are hereby completely exculpated therefrom, and all Owners of any Lot, by acceptance of a deed therefor hereby covenant and agree, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree, that such Owners completely waive all claims against, and fully release forever, Declarant and any other signatory to this Declaration from any and all such duties or obligations.

(h) Each Lot Owner shall be responsible for the maintenance, repair and replacement of the lateral sewage line or lines servicing such Owner's Lot.

(i) The liability for an assessment may not be avoided by a waiver of the use or enjoyment of any Common Properties, services or recreation facilities, or by abandonment of the Lot against which the assessment was made, or by reliance upon assertion of any claim against the Board of Directors, the Association or another Owner.

(j) Nothing contained herein shall abridge or limit the rights or responsibilities of Mortgagees and nothing herein shall be construed to require a Mortgagee to collect the assessments provided for herein.

(k) This **Section 6** does not prohibit the Association from taking a deed in lieu of foreclosure.

(l) A judgment or decree in any action brought under this Section is enforceable by execution of the judgment and shall include costs and reasonable attorney's fees and paralegal expenses for the prevailing party.

(m) Any payments received by the Association in discharge of a Lot Owner's obligation may be applied to the oldest balance due.

7. ARCHITECTURAL CONTROL

(a) Prior to such time as a Lot becomes subject to assessment as provided herein, no Single Family Residence or other structure or improvement of any sort shall be commenced, erected or maintained on any Lot, or any change in grade or slope of any Lot be made, until all elevations, plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, and configuration of all improvements upon said Lot (herein referred to collectively as "Plans") shall have been submitted to and approved by the Architectural Control Committee (herein referred to as the "ACC"). The ACC shall initially consist of the Association's Board of Directors. Declarant shall have the exclusive right and authority to remove, replace, add and otherwise control the composition of the ACC in Declarant's sole discretion exercised at any time and from time to time. A complete copy of the Plans shall be delivered to the ACC at least ten (10) days prior to the commencement of construction of any improvements on a Lot. Plans shall include such detail as the ACC may reasonably require. ACC shall render a written response regarding approval or disapproval of Plans within ten (10) days after the date of receipt of a complete submittal of the proposed Plans. No changes or deviation from the approved Plans shall be allowed without the prior written approval of the ACC. All decisions rendered by the ACC shall be deemed final. Such approvals are intended to provide conformity and harmony of external design of all improvements and structures within the Community.

(b) From and after such time as a Lot becomes subject to assessment as provided herein, no building, fence, wall, driveway or other structure or improvement of any sort shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition or removal of all or any part thereof, or exterior change or alteration in any improvement thereon be made, nor shall any removal of any tree with a three inch or greater caliper or any change in grade or slope of any Lot be made, until all elevations, plans and specifications showing the degree, nature, kind, shape, size, square footage, height, elevation, materials, colors, location, and configuration of all improvements upon said Lot shall have been submitted to and approved by the ACC. All decisions rendered by the ACC shall be deemed final. It is the intent of this Declaration that the restrictions of this Section shall not apply to Declarant. All requests for approval submitted to the Board of Directors shall be deemed automatically approved if no response is given within sixty (60) days of making submissions.

(c) A Lot Owner may not change the appearance of the improvements within or upon the Common Properties.

(d) All additions, alterations and improvements to the Lots and Common Properties shall not, except pursuant to prior approval of the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Lots other than those affected by such change.

8. USE RESTRICTIONS The following restrictions shall apply to all portions of the Properties, and Declarant, for and on its behalf and on behalf of each and every subsequent Owner of any Lot therein, their grantees, lessees, successors and assigns, covenants that:

(a) DWELLING SIZE AND SPECIFICATIONS:

Dwelling size and specifications shall be substantially in accordance with those shown on Exhibit C attached hereto. All Lots shall be used exclusively for residential purposes. No Lot shall be resubdivided or otherwise divided so as to make it smaller, unless prior approval is obtained in writing from the Declarant and other jurisdictional body. No commercial or industrial activity may be conducted or performed on any Lot but nothing herein shall prohibit the maintenance of such facilities as are incident to the sale of residences nor the carrying on of promotional activities by the Declarant, or any successor builder-Declarant, nor the conduct of a home occupation in strict accordance with the provisions of the applicable zoning ordinances.

(b) CONSTRUCTION MATERIALS: Roofs must have a minimum of 6/12 pitch, except by variance approved by the ACC, and all roof shingles shall carry a minimum twenty-five (25) year warranty, be of an architectural type of shakes, and shall be approved by the ACC. No exterior walls shall be covered with exposed asbestos, asphalt, fiber or gypsum materials, or concrete blocks. Metal siding is not allowed. Driveways shall be constructed of concrete. All dwellings constructed within the subdivision shall meet the masonry requirements

set forth on Exhibit C attached hereto. ACC has the sole right, discretion and authority to approve exceptions or alterations to construction materials.

(c) COMPLETION REQUIREMENTS: Construction of all Single Family Dwellings must be complete within twelve (12) months from the start of construction.

(d) EARTH REMOVAL / SEEDING / DRAINAGE: In the event the removal of earth from a Lot is necessary for the construction of any Single Family Dwelling, such excess dirt shall be moved from the dwelling site and deposited at such site or sites within the Properties or on adjacent property owned by the Declarant or removed entirely from the Properties as Declarant might direct, all at the sole cost and expense of the Lot Owner. All Lots shall have the front yard sodded and the remaining yard seeded as soon after completion of construction of the Single Family Dwelling as possible. Nothing shall be done on said Lots to constitute an interference with water run-off or rain water from an adjacent Lot so as to interfere with proper drainage of any part of the Properties without prior approval of the Declarant and City of Waterloo and/or the Association after it is established. All Lots shall be graded and sloped so that a drainage course shall be along the side and rear property lines, equally spaced on both adjoining Lots where feasible or to other natural drainage areas as appropriate. In the event that any grade is disturbed or changed by a Lot Owner or occupant, the Declarant is hereby released, and such Lot Owner or occupant shall indemnify, protect, defend, and hold harmless Declarant from any and all claims, demands, and liabilities asserted against, or incurred by Declarant, in connection with same.

(e) BUILDING LINES: No building, or any part thereof, shall be erected or placed on any Lot nearer to the roads than the building lines shown on the Plat for such Lot. Set-back lines shall be in accordance with the Plat and the regulations of the City of Waterloo.

(f) EASEMENTS: Easements as shown on the Plat are hereby set aside and reserved for poles, wire, water/gas mains, storm and sanitary sewers, drainage ways, water detention/retention basins, subdivision signs/monuments, telephone/cable/internet service and other subdivision utilities, landscaping, essentials and facilities. As depicted on the Plat, easements for subdivision signs/monuments exist on Lots 7, 8, 18 and 19, and easements for water detention/retention basins exist on Lots 21-33, 36-38 and 48-60. No building or structure, nor any part thereof, retaining wall, or other interfering obstructions may be erected, constructed, or maintained within, on or over any easement as shown on the Plat or which may hereafter be established. Furthermore, no structure, plantings or other material shall be placed or permitted to remain which may damage, interfere with, or alter the direction or volume of storm water flow. However, subject to the regulations of the City of Waterloo, and so long as storm water flow is not affected and with the prior written consent of ACC in accordance with **Section 7**, any Lot Owner may at his/her own risk and expense pave an easement, or erect a fence on an easement, understanding that any excavation or demolition necessary to install or service utilities within the said easement may damage or destroy such pavement or fence and the expense of restoring the pavement or fence shall be born solely by the owner of the Lot whose pavement or fence is damaged. All Owners of said Lot(s) shall properly care for the easement areas and keep them

free from unsightly accumulation of weeds, debris and other waste matter. Failure to comply with this provision shall constitute a nuisance within the meaning of this Declaration.

(g) **FENCING:** All fences must be approved in writing by the ACC prior to installation. All fences must consist of vinyl, iron, aluminum, brick or stone materials. Metal chain-link or wood fences are not permitted. No fence or screening may be erected or maintained on any Lot nearer to any street than the rear corner of the Single Family Dwelling on such Lot unless approved in writing by the ACC. On Lots with two sides abutting a street, a fence placed on the side yard abutting one or more city streets shall be set back a minimum of twenty-five (25) feet from the street right-of-way. All fences shall comply with the requirements of the City of Waterloo's code. Please refer to the Easements section (Section (f) hereof) regarding fences within an easement. No fence shall exceed six and one-half feet (6' 6") in height as measured from ground level. All fences must be professionally installed, kept in good repair, i.e. painted and kept plumb. No fences, walls, trees, hedges or shrubs shall be erected or maintained in such manner so as to obstruct sight lines for vehicular traffic. Failure to comply with this provision shall constitute a nuisance within the meaning of this Declaration.

(h) **ACCESSORY BUILDINGS / TEMPORARY STRUCTURES:** Accessory buildings are not allowed. A utility or accessory building will not be on any Lot. No accessory building shall be used or occupied for any residential, commercial or industrial use. No structure of a temporary character shall be stored on any Lot, but this provision shall not apply to Declarant or any equipment, storage units, or gas or other utility equipment needed on a temporary basis during construction. Temporary structures include for example, and not by way of limitation, pre-fabricated storage buildings.

(i) **FUEL / PROPANE STORAGE TANK:** Fuel / Propane storage tanks are not permitted except for temporary heating purposes during the construction of a single family dwelling and portable BBQ and patio heater tanks.

(j) **NUISANCES:** No loud, noxious or offensive activity shall be carried out on upon any Lot or Common Property nor shall anything be done thereon which may be, or may become, an annoyance or a nuisance to the occupant of the other Lots within the Community, nor shall any Lot be used for storage of wrecked, junked or permanently disabled automobiles or trucks which are not currently licensed or for keeping and storing anything that make the Lot unsightly. No accumulation of trash, garbage, rubbish, refuse, or other debris will be permitted on any Lot. Trash cans or trash receptacles of any type shall be not be stored in the open on any Lot but shall be kept secured within the improvements located on each Lot, provided that after sunrise on any day designated for trash pick-up, trash, garbage, rubbish, refuse and debris secured within appropriate trash cans or receptacles may be placed at the street curbing for pick-up; provided further that trash cans or receptacles shall be removed and secured within the improvements for each Lot prior to sundown of the same day. Garage doors shall remain closed unless in use. All lawns shall be kept properly cut and trimmed, not to exceed six (6) inches in heights. No obnoxious, toxic or corrosive matter, smoke, fumes or gases shall be discharged into the air or across the boundaries of any Lot in such concentrations as to be detrimental to or

endanger the public health, safety, comfort or welfare or to cause injury to or damage property. The owner of each Lot to which these covenants apply shall keep their property maintained in good order and repair and shall not allow debris to collect on the Lot.

(k) ANIMALS: No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that domesticated cats, dogs, birds, etc. are allowed provided they are not kept, bred nor maintained for any commercial purpose. Such pets shall not be permitted to run at large or to be a nuisance to other Lot Owners in the Community through the noise they cause or their excrements. Outside kennels or pet houses may not be constructed on a Lot, including but not limited to steel or chain-link pet enclosures. Any type of venomous or dangerous animals such as snakes, guard dogs, etc. are not allowed.

(l) TRUCKS, TRAILERS, RV'S, CAMPERS AND BOATS: No motor vehicle classed by manufacturer rating as exceeding half (1/2) ton, recreational vehicle, motor home, travel trailer, tent trailer, trailer, camper shell, detached camper, boat, boat trailer, or other similar equipment or vehicle may be parked, maintained, constructed, reconstructed or repaired on any Lot or parcel, or on any street within the Properties; provided, however, that the provisions herein shall not apply to cleaning, loading or unloading and short-term perking which shall be permitted for a cumulative period not to exceed seventy-two (72) hours in any calendar month. This provision shall not apply to : 1) pickup trucks of half (1/2) ton or less capacity with camper not exceeding seven (7) feet in height measured from ground level and mini-motor homes and/or passenger vans not exceeding seven (7) feet in height and eighteen (18) feet in length, which are used on a regular and recurring basis for basic transportation, and are parked in a garage or enclosed shelter permitted by this Declaration and constructed as an integral part of the Single Family Dwelling and maintained in the same manner as all other parts of said dwelling.

It is the intent of this Declaration to restrict on-street parking as much as possible. Vehicles of all Owners and their guests, employees and invitees are to be kept in garages, driveways of the Owner, and other designated parking areas. This subsection shall not be construed to permit parking in the above designated areas of any vehicle whose parking within the Properties is otherwise prohibited, or the parking of any inoperative vehicle.

Owners and their guests may temporarily park in the street for major holidays or special occasions, such as birthday or anniversary parties. All temporary on-street parking shall be limited to only one side of the street.

(m) SIGNS: No sign of any kind shall be displayed to the public eye on any Lot except as authorized by county or city ordinance. One sign for the purpose of advertising the Lot and Single Family Dwelling for sale is permitted, but the sign may not exceed two (2) feet on a side. Signs used by a builder or Declarant to advertise the premises during construction and sale period likewise are permitted and are to be placed by discretion of Declarant and ACC.

(n) MOBILE HOMES AND ALTERNATIVE HOMES: No mobile, modular or pre-engineered home may be located at any time upon any Lot. Single Family Dwellings

must be built from the ground up. Pre-engineered components of Single Family Dwellings, such as trusses, windows, etc., are permitted as part of normal home construction. No underground or log homes shall be allowed.

(o) SATELLITE DISHES/SOLAR PANELS/WINDTURBINE/ANTENNAE: No satellite dishes larger than twenty-four inches (24") in diameter shall be allowed. Satellite dishes shall not be permitted on or in view of the front of a Single Family Dwelling. No exterior television or radio antenna, towers or similar structures are permitted on any Lot. All electric service, telephone lines, cable TV lines and other utility lines shall be placed underground. Homeowners are responsible for insuring that cable and telephone wire is run below the ground surface. No Lot may have a solar energy system as defined in 765 ILCS 165/10 without ACC approval pursuant to Section 7 hereof, and subject to the energy policy statement attached hereto as Exhibit D and incorporated herein by reference. Wind energy collection, rain water collection, and composting systems are not allowed on any Lot of the Properties, except for water detention/retention basins provided for in this Declaration and depicted on the Plat.

(p) POOLS / SPORTS EQUIPMENT: Pools are permitted, but must be approved in writing by the ACC before installation. No inflatable pools, above ground pools or pools constructed with P.V.C. piping will be allowed. Pools must be in ground permanent structures of durable and attractive quality, all in the sole discretion of the ACC. All Pools must be fenced and fence is required to be six (6) feet minimum height and in accordance to Village of Waterloo code. Pools are allowed in rear yards only. No sports equipment shall be permitted on streets or within ten feet (10') of a street. Pools, sports equipment, etc. must be kept in good repair. Failure to comply with this provision shall constitute a nuisance within the meaning of this Declaration.

(q) LIGHTING CONTROLS: Any lights used for illumination of signs, parking areas, or for any other purposes, shall be arranged in such a manner that the main beam of light is directed away from neighboring residential properties. Holiday decorative lighting is permitted to the extent it does not become a nuisance as defined herein. Streetlights shall be installed in accordance with the City of Waterloo subdivision code.

(r) WATER/SEWER SYSTEMS: All water and other sewer systems servicing the Property (other than lawn sprinkler systems servicing any single Lot or a sprinkler system servicing the Common Properties) shall be constructed by the Declarant or any subsequent builder or Declarant. No Owner or occupant of any Lot in the Properties shall construct any water or other sewer system on the Properties, other than a lawn sprinkler system servicing a single Lot.

(s) MINING: No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or portion of the Properties.

(t) MOTORIZED VEHICLES: Motorized vehicles not requiring registration with the State of Illinois (excluding construction, landscaping, and maintenance equipment),

including but not limited to motorcycles, motorized carts and three and four wheel all-terrain vehicles, shall be prohibited from traveling on any utility or maintenance easements and shall be prohibited from operating on the streets within the Properties.

(u) CLOTHESLINES: No outside clotheslines shall be permitted.

9. LEASES Each Owner shall have the right to lease or rent the Single Family Dwelling for single family residential purposes only, subject to the following requirements:

(a) Every lease or rental agreement shall be in writing, and shall be subject to all provisions of this Declaration as amended from time to time. Further, the lease or rental agreement shall be deemed to incorporate the Rules and Regulations of the Association by reference and shall include the provisions that any violations of (A) the Rules and Regulations; (B) the Declaration as amended; or (C) the covenants and conditions of the lease or rental agreement itself other than nonpayment of rent, shall be the basis for termination of the lease or rental agreement.

(b) Every proposed lease or rental agreement shall be subject to the Directors approval so as to assure compliance with this Section.

(c) Every lease or rental agreement shall appoint the Board in its sole and absolute option and discretion, to act as an agent for the Owner for the purpose of enforcing the terms, covenants and conditions of the lease or rental agreement, other than the non-payment of rent. If any such violation is not cured within thirty (30) days or such shorter time that may be provided in the lease or rental agreement, the Directors shall have the right of action to evict or otherwise terminate the lease or rental agreement or the tenant's possession to the Single Family Dwelling under the Rent and Possession Laws or Unlawful Detainer Laws of the State of Illinois. The Directors shall have no liability to the Owner or the tenant on account of any action taken to evict or otherwise terminate the lease of the tenant's possession of the Single Family Dwelling.

(d) Every lease or rental agreement shall have a minimum initial term of six (6) months.

(e) Every lease shall be subject to the Rules and Regulations as promulgated by the Directors from time to time.

10. CITY OF WATERLOO PROVISIONS

By acquisition of any portion of the subject Properties, and with no further action required, each Owner hereby consents, acknowledges, accepts and affirmatively agrees to fully and unconditionally release the City of Waterloo and J&M Development LLC from any and all liability, obligation and responsibility regarding the subdivision, all improvements and betterments thereupon made, and any and all repair, replacements or maintenance thereof, or the condition thereof, including but not limited to sanitary and storm sewers, landscaping, streets,

utilities, grading, water table, soil compaction or erosion, drainage ways or composition thereof. This release is to include all elected officials, employees, appointed staff and assigns.

11. GENERAL PROVISIONS

(a) Any subsequent builder or Declarant shall be responsible in the same manner as Declarant with respect to that portion of the Properties developed by said builder/ Declarant for construction of all major improvements, and the establishment and conveyance of Common Properties.

(b) The Directors, or the Owner of any Lot subject to this Declaration, shall have the right to enforce, by any proceeding at law or in equity, all of the covenants, conditions, restrictions and provisions hereof, either to restrain or enjoin a violation or threatened violation or to recover damages. Failure or forbearance by the Directors or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any legal action filed by the Directors against an Owner or if the Directors retain legal counsel without filing a legal action in order to enforce any covenant or restriction herein contained or adopted pursuant to Director rules or regulations of any action to recover damages on account of breach of any such covenant, restriction, rule or regulation, the Owner shall be personally liable for and pay the Directors' reasonable attorneys' fees and costs incurred with or without legal action. If the attorneys' fees and costs are not paid by the Owner within thirty (30) days after the Directors have given written notice thereof to the Owner by certified mail, return receipt requested, then the fees and costs shall thereafter bear interest at the rate provided in Section 6(f) hereof and the Directors may execute and acknowledge an instrument reciting the debt and causing the instrument to be recorded in the Office of the Recorder of Deeds of Monroe County, Illinois, thereupon the debt shall become a continuing lien on the Lot and the improvements thereon which shall bind the Owner, his or her heirs, successors and assigns. The lien shall be enforceable and governed by Section 6 of this Declaration.

(c) This Declaration and the provisions herein may be amended, modified or changed from time to time by Declarant, so long as Declarant owns a Lot, by recording such amendment in the office of the Recorder of Deeds of Monroe County, Illinois. Thereafter, after Declarant sells the last Lot and subject to the requirements of this Declaration and any part thereof may be altered or amended, by a written agreement approved by the vote of at least two-thirds (2/3rds) of the Owners at a meeting of the Owners, or the consent given in writing and signed by members holding at least eighty percent (80%) of the voting power ; and such written alteration or amendment, recorded with the Office of the Recorder of Deeds for Monroe County, Illinois, shall become a part of the provisions and restrictions of this Declaration. No such amendment, modification or change shall reduce or modify the obligation or right granted to or imposed upon the Directors with respect to maintenance obligations and the power to levy assessments therefor or to eliminate the requirement that there be Directors unless some person is substituted for the Directors with the responsibility and duties of such Directors.

(d) In connection with the sale of all or part of the Properties subject to this Declaration, Declarant shall have the right to assign to such purchaser the rights herein reserved or granted to Declarant.

(e) Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the address shown on the real estate tax assessment records of Monroe County, Illinois for each Owner.

(f) Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

(g) The Declarant and/or successor builder-Declarants shall retain the sole and exclusive right to exercise all powers heretofore granted to it under the terms of this Declaration pertaining to or in any way related to the continuation of development of the Properties until such development is completed. The Directors shall not interfere with the orderly development of the Properties or the rights of Declarant in such development. It is the intent of this provision that once control of the Directors is vested in the Association that such Directors shall exercise (independent of Declarant control) all governance powers and duties as provided in this Declaration including, but not limited to, the budget, assessments and other matters which will come under their exclusive control upon the sale of one hundred percent of the Lots to persons or entities other than a successor builder or Declarant. The control of the completion of the development and all rights and powers necessary and appurtenant thereto shall remain exclusively and solely in the Declarant; provided however, the Directors shall execute any and all documents necessary for the proper exercise of the powers and rights set forth and reserved herein to Declarant. For the period after Declarant no longer exercises control of the Directors and prior to the date Declarant has sold and conveyed 95% of the Lots which may be subjected to this Declaration to persons or entities other than a successor builder or Declarant, the Common Properties shall be operated at the times (both as to hours and days) and in the manner (specifically, without limitation, as to quality of maintenance) which is substantially equivalent to the operation which was provided by the Declarant controlled Directors, unless any such deviation is specifically approved in writing by Declarant. The provisions of this Subsection may not be modified or amended without the written consent of Declarant so long as Declarant owns any Lot in the Properties.

(h) In the event it shall become necessary for any public agency to acquire all or any part of the property herein conveyed to the Association, for any public purpose, the Directors, during the period of this Declaration as well as the times fixed for the appointment or election of Directors, are hereby authorized to negotiate with such public agency for such acquisition and to execute instruments necessary for that purpose. Should acquisition by eminent domain become necessary, only the Directors need be made parties, and in any event, the proceeds received shall be held by the Directors for the benefit of those entitled to the use of the common property, roads or easements.

(i) Any exercise or enforcement by Declarant of its rights or powers as authorized or set forth in this Declaration, including but not limited to its rights with respect to amending the terms and provisions hereof, shall not in any way be deemed to cause a forfeiture, elimination, release, reduction, modification or transfer of Declarant's rights, powers and remedies as set forth herein except as specifically provided otherwise.

(j) Declarant shall have the right, without consent of the Directors or Owners, so long as Declarant owns a Lot, to amend the Declaration to delete any portion of the Properties subject hereto which is owned by Declarant or add any property to the Properties subject hereto which is contiguous to the Properties and the owners of such added property shall be Owners hereunder and such added property when platted shall be included within the definition of Lot(s) or Common Properties hereunder, as designated by Declarant.

(k) The Declarant reserves the right to receive and retain any money consideration which may be refunded or allowed on account of any sums previously expended, deposited, placed in escrow, or subsequently provided by it for utility facilities or services, streets, subdivision fees or for any other purpose of any nature or description with respect to any subdivision or land which is now or may in the future be made subject hereto. Declarant further reserves the right to receive and retain any monies, damage payments or condemnation award for any easement or other interest granted or condemned as to any street or Common Properties within the Properties

(l) The covenants and restrictions established by this Declaration shall run with the land and continue and be binding upon Declarant and the Directors and upon their successors and assigns for the longer of the following: (i) for the duration of the subdivision, or (ii) for a period of twenty (20) years from the date this Declaration is recorded, and shall automatically be continued thereafter for successive periods of fifteen (15) years each; provided, however, that the fee simple record Owners of the Lots now subject and hereafter made subject to this Declaration, by the approving vote of two-thirds (2/3) of each class of members entitled to vote at a meeting of the members, or the consent given in writing by members holding at least eighty-percent (80%) of the voting power, may terminate the Declaration or release all of the Properties restricted thereby at the end of said twenty (20) year period or any fifteen (15) year period thereafter, by executing and acknowledging an appropriate agreement or agreements in writing for such purposes and filing same for record in the office of the Recorder of Deeds of Monroe County, Illinois, at least one (1) year prior to the expiration of said twenty (20) year period or of any fifteen (15) year period thereafter.

In the event the subdivision is vacated, this Declaration shall terminate and the Board shall convey fee simple title to the Common Properties to the then Lot Owners as tenants in common as tenants in common and shall dissolve the Association pursuant to the vote of the members as provided above. The rights of the tenants in common shall be exercisable appurtenant to and in conjunction with their Lot ownership. Any conveyance or change in ownership of any Lot shall convey with it ownership in the Common Properties and no interest in the Common Properties shall be conveyed by an Owner except in conjunction with the sale of a Lot. The sale of any Lot shall carry with it all the incidents of ownership of the Common

Properties although such is not expressly mentioned in the deed of conveyance; provided, however, that no right or power conferred upon the Directors shall be abrogated.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

DECLARANT:

J&M Development LLC,
an Illinois limited liability company

By: _____
_____,
Its Duly Authorized Member/Manager

STATE OF ILLINOIS)
) SS
COUNTY OF ST. CLAIR)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019 by _____, Member/Manager of J&M Development LLC, an Illinois limited liability company, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

LENDER CONSENT

The undersigned, Bank of Belleville, an Illinois banking corporation (“Lender”), holder of a mortgage on the Properties described in the foregoing Declaration, which mortgage is dated _____, 2019 and recorded on _____, 2019 as Document No. _____ in the Office of the Recorder of Deeds for Monroe County, Illinois, as such mortgage is amended from time to time, does hereby consent to and subordinate its mortgage to the foregoing Declaration and all subdivision plats affecting the Properties.

Bank of Belleville

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)
) ss.
COUNTY OF ST. CLAIR)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2019, by _____, to me known, who being by me duly sworn did say that he/she is a _____ of _____ Bank, an Illinois banking corporation, and that the foregoing instrument was executed on behalf of and as the free act and deed of said bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My term expires:

EXHIBIT A
LEGAL DESCRIPTION

Legal Description Natalie Estates

Part of Tax lots 3-A and 3-B of U.S. Survey 720, Claim 516, in Township 2 South, Range 9 West of the 3rd Principal Meridian, Monroe County, Illinois, as shown at page 122 of the Surveyor's Official Plat Record "A" in the Recorder's office of Monroe County, Illinois, and being more particularly described as follows, to wit;

Commencing at the Southwest corner of Tax Lot 7 of U.S. Survey 641, Claim 1645. Township 2 South, Range 9 West of the 3rd Principal Meridian, Monroe County, Illinois, as shown at page 115 of the Surveyor's Official Plat Record "A" in the Recorder's office of Monroe County, Illinois; thence South 89 degrees 41 minutes 50 seconds East, an assumed bearing along the South line of U.S. Survey 641, Claim 1645 (said line also being the North line of U.S. Survey 720, Claim 516), a distance of 45.00 feet to the centerline of Rogers Street, as shown on the Right of Way Plat thereof recorded in Envelope 2-155B in the Monroe County records; thence South 00 degrees 10 minutes 08 seconds West, along the centerline of said Rogers Street, a distance of 72.87 feet to an angle point on said centerline; thence South 00 degrees 49 minutes 52 seconds East, along said centerline of said Rogers Street, a distance of 852.30 feet; thence South 89 degrees 41 minutes 32 seconds East 45.01 feet to the easterly right of way line of said Rogers Street, said point also being the point of beginning for the herein described tract; thence South 89 degrees 41 minutes 32 seconds East, a distance of 1025.80 feet; thence South 09 degrees 41 minutes 27 seconds East, a distance of 951.13 feet to the northerly right of way line of Hamacher Street, as shown on the Right Of Way Plat thereof recorded in Envelope 195B in the Monroe County records; thence the following courses and distances along said northerly right of way line of Hamacher Street; Southwesterly 73.74 feet along a non-tangent curve to the right having a radius of 2956.75 feet, with a central angle of 01 degree 25 minutes 44 seconds, and a chord which bears South 72 degrees 18 minutes 49 seconds West, a chord distance of 73.74 feet; thence South 16 degrees 58 minutes 19 seconds East 5.00 feet; thence southwesterly 30.95 feet along a non-tangent curve to the right having a radius of 2961.75 feet, with a central angle of 00 degrees 35 minutes 56 seconds, and a chord which bears South 73 degrees 19 minutes 39 seconds West, a chord distance of 30.95 feet; thence South 73 degrees 37 minutes 36 seconds West 390.13 feet; thence southwesterly 206.73 feet along a tangent curve to the right having a radius of 3706.02 feet, with a central angle of 03 degrees 11 minutes 46 seconds, and a chord which bears South 75 degrees 13 minutes 29 seconds West, a chord distance of 206.71 feet; thence South 76 degrees 49 minutes 23 seconds West 169.97 feet; thence South 78 degrees 38 minutes 10 seconds West 316.06 feet; thence southwesterly 3.93 feet along a non-tangent curve to the right having a radius of 3072.40 feet, with a central angle of 00 degrees 04 minutes 24 seconds, and a chord which bears South 76 degrees 51 minutes 35 seconds West, a chord distance of 3.93 feet to the easterly right of way line of said Rogers Street; thence leaving the northerly right of way line of Hamacher Street and along the easterly right of way line of Rogers Street the following courses and distances; North 18 degrees 45 minutes 15 seconds West 58.28

feet; thence North 02 degrees 19 minutes 43 seconds West 60.17 feet; thence northerly 499.06 feet along a tangent curve to the right having a radius of 19097.61 feet, with a central angle of 01 degree 29 minutes 50 seconds, and a chord which bears North 01 degree 34 minutes 48 seconds West, a chord distance of 499.05 feet; thence North 00 degrees 49 minutes 52 seconds West 228.94 feet; thence North 89 degrees 10 minutes 08 seconds East 10.00 feet; thence North 00 degrees 49 minutes 52 seconds West 400.55 feet to the point of beginning.

EXHIBIT B
BYLAWS

BYLAWS OF

NATALIE ESTATES HOMEOWNER'S ASSOCIATION

AN ILLINOIS NOT-FOR-PROFIT CORPORATION

ARTICLE I

**Corporate Name, Purposes, Offices
and Fiscal Year**

SECTION 1. NAME. The name of this corporation shall be Natalie Estates Homeowner's Association.

SECTION 2. PURPOSES. The purposes for which the corporation is organized are: Administration and operation of property owned by a homeowner association, and administration of residential property on a cooperative basis, pursuant to and in accordance with the terms and provisions of the Declaration of Covenants and Restrictions for Natalie Estates (hereinafter referred to as the "Declaration"), as said Declaration may be amended from time to time.

SECTION 3. OFFICES. The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such registered office and may have other offices within or without the state.

SECTION 4. FISCAL YEAR. The fiscal year of the corporation shall be a calendar year beginning January 1 and ending December 31 of each year.

ARTICLE II

Members and Voting Rights

SECTION 1. MEMBERS. The members of the corporation shall be the Declarant under the Declaration and the Owners in fee simple of the lots of Natalie Estates (hereinafter referred to as the "Lots"), and the owners in fee simple of lots in property which is added to the scheme of the Declaration pursuant to the terms thereof.

SECTION 2. VOTING RIGHTS. Class A members shall be entitled to one (1) vote for each Lot which they own; provided, however, when more than one person or entity is the owner of a Lot there shall be one vote for said Lot to be cast in the aggregate or in fractions as agreed by and between the owners of that Lot. In no event shall more than one (1) vote be cast with respect to any Lot. If any Lot is owned by a partnership, the vote shall be cast by a representative of the partnership designated by a resolution adopted by a majority of the

partners of the partnership. If any Lot is owned by a corporation, the vote shall be cast by a representative of the corporation designated by a resolution adopted by a majority of the board of directors of the corporation. If any Lot is owned by a land trust, the vote shall be cast by a representative of the trustee designated in a writing signed by all of the beneficial owners of the property in trust. If a Lot is owned by a limited liability company, the vote shall be cast by a representative of the company designated by a resolution adopted by a majority of the members of the company. When a member shall cease to be the owner of one of the Lots, said member's membership in the corporation shall cease and determine, and said former member shall have no further interest whatsoever in the corporation or in any property owned by the corporation. Membership and all interest in the corporation and its property shall run with title to the Lots, and the successors in title to any such Lot shall succeed to the membership of the grantor conveying said Lot in lieu of the membership of the grantor. The qualifications for membership as herein set forth shall never be changed, except by the unanimous assent of the total votes entitled to be cast by the members. Cumulative voting shall be permitted in all elections for directors as provided in 805 ILCS 105/107.40(b). The Declarant, as the Class B member under the Declaration, shall have the voting rights set forth in the Declaration.

ARTICLE III

Meetings of Members

SECTION 1. ANNUAL MEETING. An annual meeting of the members shall be held on the first Monday in August of each year at such location and at such time as shall be fixed by a resolution of the board or directors, for the purpose of electing directors and for the transaction of such other business as may come before the meeting.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called either by the president or the board of directors, or by members having not less than one-third of the votes entitled to be cast at such meeting, for the purpose or purposes stated in the call of the meeting. The location and time of a special meeting shall be as designated in the notice for such meeting.

SECTION 3. NOTICE OF MEETINGS. Written notice stating the place, date, and hour of any meeting of members shall be delivered to each member entitled to vote at such meeting not less than five nor more than sixty days before the date of such meeting, or in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty nor more than sixty days before the date of the meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his or her address as it appears on the records of the corporation, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 4. INFORMAL ACTION BY MEMBERS. Any action required to be taken at a meeting of the members of the corporation, or any other action which may be taken at a meeting of members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed either (i) by all the members entitled to vote with respect to the subject matter thereof, or (ii) by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voting. If such consent is signed by less than all of the members entitled to vote, then such consent shall become effective only (1) if, at least five days prior to the effective date of such consent a notice in writing of the proposed action is delivered to all of the members entitled to vote with respect to the subject matter thereof, and (2) if, after the effective date of such consent, prompt notice in writing of the taking of the corporate action without a meeting is delivered to those members entitled to vote who have not consented in writing.

SECTION 5. FIXING OF RECORD DATE. For the purpose of determining the members entitled to notice of or to vote at any meeting of members, or in order to make a determination of members for any other proper purpose, the board of directors of the corporation may fix in advance a date as the record date for any such determination of members, such date in any case to be not more than sixty days and, for a meeting of members, not less than five days or in the case of a merger, consolidation, dissolution or sale, lease or exchange of assets, not less than twenty days, before the date of such meeting. If no record date is fixed for the determination of members entitled to notice of or to vote at a meeting of members, the date on which notice of the meeting is delivered shall be the record date for such determination of members. When determination of members entitled to vote at any meeting of members has been made, such determination shall apply to any adjournment of the meeting.

SECTION 6. QUORUM. The holders of a majority of the votes which may be cast at a meeting of the corporation on a matter, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of members; provided that, if less than a majority of the outstanding votes are represented at said meeting, a majority of the votes so represented may adjourn the meeting at any time without further notice. If a quorum is present, the affirmative vote by a majority of the votes represented at the meeting shall be the act of the members, unless the vote of a greater number is required by the Illinois General Not-For-Profit Corporation Act, the articles of incorporation or these bylaws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of members from any meeting shall not cause failure of a duly constituted quorum at that meeting.

SECTION 7. PROXIES AND BALLOTS. Each member entitled to vote at a meeting of members or to express consent or dissent to corporate action in writing without a meeting may 1) authorize another person or persons to act for said member by proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provides for a longer period, or 2) deliver to the meeting a ballot setting forth the vote of the member on

the questions set forth therein, duly signed by the member(s) or by the representative necessary for a vote to be cast for the subject Lot.

SECTION 8. VOTING. The members shall have the voting rights described in ARTICLE II of these bylaws. Members may vote either in person, or by proxy or by a duly signed ballot delivered to the meeting as provided in Section 7 hereof. Voting on any question or in any election may be by voice, by ballot, or by a combination thereof.

SECTION 9. The order of business at the annual meeting, and so far as possible at all other meetings of the members, shall be as follows:

1. Call to order
2. Proof of notice of meeting
3. Reading and disposal of any unapproved minutes
4. Reports of officers and committees
5. Election of the board of directors (annual meeting)
6. Unfinished business
7. New business
8. Adjournment

ARTICLE IV

Board of Directors

SECTION 1. GENERAL POWERS. The affairs of the corporation shall be managed by or under the direction of its board of directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors shall be three (3). The Declarant under the Declaration shall appoint the initial board of directors who shall hold office until the 2020 annual meeting of the members of the corporation, at which time said directors will tender their resignations and the members of the corporation will elect new directors who shall hold office until the next annual meeting of the members. Each director shall hold office from the time of his or her election until the next annual meeting of the members and until his or her successors shall have been elected and qualified. Elected directors need not be residents of Illinois, but must be members of the corporation. The number of directors may be increased to any number from time to time by amendment of this section, unless the articles of incorporation provide that a change in the number of directors shall be made only by amendment of the articles of incorporation.

SECTION 3. REGULAR MEETINGS. A regular annual meeting of the board of directors shall be held without other notice than these bylaws, immediately after, and at the same place as, the annual meeting of members. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings of the board without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board may fix the time and place for holding any special meeting of the board called by them.

SECTION 5. NOTICE. Notice of any special meeting of the board of directors shall be given at least two days previous thereto by written notice to each director at his or her address as shown by the records of the corporation except that no special meeting of directors may remove a director unless written notice of the proposed removal is delivered to all directors at least twenty days prior to such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. Notice of any special meeting of the board of directors may be waived in writing signed by the person or persons entitled to the notice either before or after the time of the meeting. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the business is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board need to be specified in the notice or waiver of notice of such meeting, unless specifically required by law or by these bylaws.

SECTION 6. QUORUM. A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board of directors, provided that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting to another time without further notice.

SECTION 7. MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, the articles of incorporation or these bylaws. No director may act by proxy on any matter.

SECTION 8. VACANCIES. Except with respect to the vacancies created by the resignations tendered by the initial board of directors, any vacancy occurring in the board of directors or any directorship to be filled by reason of an increase in the number of directors shall be filled within thirty (30) days of such vacancy or such directorship so created, by the board of directors unless the articles of incorporation, a statute, the Declaration, or these bylaws provide that a vacancy or a directorship so created shall be filled in some other manner, in which case such provisions shall control. A director elected or appointed, as the case may be, to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

SECTION 9. RESIGNATION AND REMOVAL OF DIRECTORS. A director may resign at any time upon written notice to the board of directors. A director may be removed with or without cause, as specified by statute.

SECTION 10. INFORMAL ACTION BY DIRECTORS. The authority of the board of directors may be exercised without a meeting if a consent in writing, setting forth the action taken, is signed by all of the directors entitled to vote.

SECTION 11. COMPENSATION. The directors of the corporation shall serve without compensation.

SECTION 12. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors at which action on any corporation matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such rights to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. ORDER OF BUSINESS. The order of business at any regular or special meeting of the board of directors shall be as follows:

1. Call to order
2. Proof of notice of meeting
3. Reading and disposal of any unapproved minutes
4. Reports of officers and committees
5. Election of officers (annual meeting)
6. Unfinished business
7. New business
8. Adjournment

ARTICLE V

Officers

SECTION 1. OFFICERS. The officers of the corporation shall be a president, a vice president, a treasurer and a secretary. Said officers shall be persons who are members of the corporation.

SECTION 2. ELECTION AND TERM OF OFFICE. The initial officers of the corporation shall be elected by the directors at the first meeting of the corporation's board of directors. Thereafter, the officers of the corporation shall be elected annually by the board of directors at the regular annual meeting of the board of directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Vacancies may be filled at any meeting of the board of directors. Each officer shall hold office until his or her successor shall have been duly elected and shall have qualified or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter

provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he or she shall be in charge of the business and affairs of the corporation; he or she shall see that the resolutions and directives of the board of directors are carried into effect except in those instances in which that responsibility is assigned to some other person by the board of directors; and in general, he or she shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors. He or she shall preside at all meetings of the members and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these bylaws, he or she may execute for the corporation any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument. He or she may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 5. VICE PRESIDENT. The vice president shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as from time to time may be assigned to him or her by the president or the board of directors. In the absence of the president or in the event of his or her inability or refusal to act, the vice president shall perform the duties of the president and, when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or different mode of execution is expressly prescribed by the board of directors or these bylaws, the vice president may execute for the corporation any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 6. TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He or she shall (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor, and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as may from time to time be assigned to him or her by the president or by the board

of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his or her duties in such sum and with such surety or sureties as the board of directors shall determine.

SECTION 7. SECRETARY. The secretary shall (a) record the minutes of the meeting of the members and of the board of directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; (c) be a custodian of the corporate records and of the seal of the corporation; (d) keep a register of the post office address of each member which shall be furnished to the secretary by such member; and (e) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the board of directors.

SECTION 8. SALARIES. The officers of the corporation shall serve without compensation.

ARTICLE VI

Committees

The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees each of which will consist of two or more directors and such other persons as the board of directors designates, provided that a majority of each committee's membership are directors. The committees to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the board of directors in the management of the corporation; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed upon it, him or her by law.

ARTICLE VII

Contracts, Checks, Deposits and Funds

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation and such authority may be general or confined to specific instances.

SECTION 2. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the treasurer and countersigned by the president or vice president of the corporation.

SECTION 3. DEPOSITS. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

SECTION 4. GIFTS. The board of directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, board of directors, and committees having any of the authority of the board of directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the corporation may be inspected by any member, or his or her agent or attorney for any proper purpose at any reasonable time.

ARTICLE IX

Seal

The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of the corporate seal is not mandatory.

ARTICLE X

Waiver of Notice

Whenever any notice is required to be given under the provisions of the Illinois General Not-For-Profit Corporation Act or under the provisions of the articles of incorporation or the bylaws of the corporation, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XI

Indemnification

(a) The corporation shall indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director or an officer of the corporation, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not-For-Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which such director or officer may be entitled apart from the foregoing provisions. The foregoing provisions of this Article shall be deemed to be a contract between the corporation and each director and officer who serves in such capacity at any time while this Article and the relevant provisions of the Illinois General Not-For-Profit Corporation Act and other applicable law, if any, are in effect, and any repeal or modification thereof shall not effect any rights or obligations then existing, with respect to any state of facts then or theretofore existing, or any action, suit, or proceeding theretofore, or thereafter brought or threatened based in whole or in part upon any such state of facts.

(b) The corporation may indemnify any person who was or is a party or is threatened to be made a party to or witness in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was an employee or agent of the corporation, or is or was serving at the request of the corporation as a member, director, officer, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding to the fullest extent and in the manner set forth in and permitted by the Illinois General Not-For-Profit Corporation Act and any other applicable law, as from time to time in effect. Such right of indemnification shall not be deemed exclusive of any other rights to which any such person may be entitled apart from the foregoing provisions.

ARTICLE XII

Amendments

These bylaws may be amended, repealed or altered if approved by two-thirds (2/3) of the total votes entitled to be cast by the board of directors. Such action may be taken at a regular or special meeting for which written notice of the purpose shall be given. The bylaws may contain any provisions for the regulation and management of the affairs of the corporation not inconsistent with law or the articles of incorporation.

ADOPTED AND APPROVED

on _____, 2019

Being all

EXHIBIT C
DWELLING SIZE, SPECIFICATIONS AND
CONSTRUCTION MATERIALS REQUIREMENTS

(These Requirements are in addition to any other Requirements or Restrictions stated in this Declaration)

1. All dwellings shall be approved by the ACC.
2. Living space for a single-story home to be a minimum of 1,400 sq. ft. Living space for 1 ½ story or 2 story homes to be a minimum of 2,100 sq. ft. The minimum square foot sizes listed are exclusive of breezeways, garages, drives, patios, verandas, terraces, outside steps and platforms. The minimum square footage requirement applies to above ground living area. Garage Space – All garages shall be minimum of 2-car, with 440 sq. ft. and a maximum 3 car, with a 1,000 sq. ft.
3. Carports are prohibited
4. Exterior Walls – Front (i.e. the wall facing the largest public ROW abutting the Lot) wall areas to be a minimum of 25% brick or stone. All other wall areas are to be vinyl siding, concrete siding, brick, stone or other alternative material approved by ACC.
5. Roof Overhangs: All areas are to be covered with aluminum or vinyl materials.
6. Gutters and Down Spouts: All structures must have aluminum guttering and down spouts.
7. Driveways – All driveways shall be paved with concrete pavement having a minimum thickness of 4". Driveways cannot exceed the width of the garage structure they abut. (No extra vehicle parking pads are allowed). All driveways are to be completed within the construction period of the dwelling. No asphalt, crushed stone, or oil and chip pavements shall be allowed.
8. Landscaping: In addition to what is already stated in the Declaration on wooded lots no cutting of trees measuring 4 inches or larger in diameter is allowed, other than Declarant approved construction clearing, or is approved by the ACC.
9. Retaining Walls: All retaining walls must be constructed of interlocking concrete block, stone and/or brick. All retaining walls must be approved by the ACC.
10. Outdoor Fireplaces and permanent fire pits must be approved by the ACC.

EXHIBIT D
NATALIE ESTATES ENERGY POLICY STATEMENT

1. This energy policy statement is made pursuant to 765 ILCS 165/20 and sets forth policy concerning solar energy systems (“Systems”) as defined in 765 ILCS 165/10.
2. Such Systems may only be installed with advance written approval of the Natalie Estates Architectural Control Committee and subject to this policy.
3. Any such System must be installed on land or structures owned by a Lot owner. No portion of the System may encroach on adjacent properties or common areas.
4. Such Systems may only be installed on the following locations:
 - a. on the roof of the main residential dwelling; or
 - b. on the roof of any other approved structure; or
 - c. within a fenced yard or patio.
5. For Systems mounted on a roof, the System must:
 - a. have no portion of the System higher than the roof section to which it is attached; and
 - b. have no portion of the System extend beyond the perimeter boundary of the roof section to which it attached; and
 - c. conform to the slope of the roof; and
 - d. be aligned so the top edge of the System is parallel to the roof ridge line for the roof section to which it is attached; and
 - e. have a frame, brackets and visible piping or wiring that is a color to match the roof shingles or a silver, bronze or black tone commonly available in the marketplace; and
 - f. be located in a position on the roof which is least visible from any street or common area and within an orientation to the south or within 45 degrees east or west of due south.
6. For Systems located in a fenced yard or patio, no portion of the System may extend above the top of the fence. If the fence is not a solid fence which blocks the view of the System, the Association may require the System be placed in a location behind a structure or otherwise require visual screening. The Association may consider installation of Systems on properties without a fenced yard if there is adequate screening from public view from any street or common area.

7. All Systems must be installed in compliance with manufacturer's instruction and in a manner which does not void material warranties. Licensed craftsmen must be used if required by law. Permits must be obtained if required by law.
8. Installed Systems may not:
 - a. threaten public health or safety; or
 - b. violate any law; or
 - c. substantially interfere with the use and enjoyment of land by causing unreasonable discomfort or annoyance to any adjoining property owner.
9. All Systems must be maintained in good repair. Unused or inoperable Systems must be removed.
10. Wind energy collection, rain water collection, and composting systems are not allowed.