

**J.P. "RICK" CARNEY**

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**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**PRINCE CROSSING FARM HOMEOWNER'S ASSOCIATION**

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PERMANENT PARCEL NO:

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**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**PRINCE CROSSING FARM HOMEOWNER'S ASSOCIATION**

THIS DECLARATION, made this 16<sup>th</sup> day of June, 2003, by PRINCE CROSSING, L.L.C., an Illinois limited liability corporation (hereinafter referred to as "Owner"), consisting of AIRHART CONSTRUCTION CORPORATION, an Illinois corporation, and FAGANEL DEVELOPMENT COMPANY, an Illinois corporation, (hereinafter jointly referred to as "Covenantor").

**WITNESSETH:**

**WHEREAS**, the Owner is the owner of a certain parcel of real estate in the County of DuPage and State of Illinois, legally described in Exhibit "A" attached hereto and made a part hereof, and hereinafter referred to as Prince Crossing Farm Subdivision; and

**WHEREAS**, the Covenantor desires to develop Prince Crossing Farm Subdivision as an integrated residential community; and

**WHEREAS**, the Covenantor desires to preserve the values and amenities in said community by subjecting the property owned by it and described herein to the covenants, restrictions, easement, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

**WHEREAS**, the Covenantor has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Declaration.

**NOW THEREFORE**, Owner and Covenantor declare that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

**Section 1. Existing Subdivided Property.** The real property legally described in Exhibit A, which is attached hereto and made a part hereof, is and shall be held, transferred, sold, conveyed, and

occupied subject to this Declaration. Said real property described in Exhibit A shall hereinafter be referred to as "Prince Crossing Farm."

**Section 2. Additional Property.** The Covenantor may subject any other property to this Declaration. The Covenantor may take such action at any time and shall be solely at its discretion.

In order to subject additional property to this Declaration, the Covenantor shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is the subject of the supplementary declaration.

Upon execution and recordation of a supplementary declaration the property covered therein shall be subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as this of a land trust holding title to said property shall be a member of the Prince Crossing Farm Homeowner's Association on the same terms and subject to the same qualifications and limitations as those members under the provisions of this Declaration. In all respects, all of the provisions of this declaration shall apply to the property covered in any supplementary declaration and to the owners thereof with equal meaning and of like force and effect.

## ARTICLE II

### GENERAL PURPOSES

The purpose of this Declaration is to provide for high standards of maintenance in the subdivision so as to ensure a community of residential use of the highest quality and character for the benefit and convenience of all owners of property and all residents of Prince Crossing Farm.

## ARTICLE III

### HOMEOWNER'S ASSOCIATION

**Section 1. Creation.** Prior to the date of the first conveyance of a lot in Prince Crossing Farm or within forty-five days of the recording of this Declaration, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the Prince Crossing Farm Homeowner's Association.

**Section 2. Membership.** Every person or entity who is a record owner of a lot in Prince Crossing Farm or who is the beneficiary of a land trust holding title to a lot in Prince Crossing Farm shall be member of the Homeowner's Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents

or conveyance. Membership is appurtenant to and shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a lot in Prince Crossing Farm at which time the new owner shall automatically become a member of the Prince Crossing Farm Homeowner's Association.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in Prince Crossing Farm, all such persons or entities shall be members.

Each member of the Homeowner's Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Homeowner's Association, and the rules and regulations promulgated from time to time by the Homeowner's Association or its Board of Directors.

Any person or entity who holds an interest in a lot in Prince Crossing Farm merely as a security for the performance of an obligation or any person in possession of a lot under a contract to purchase such lot shall not be a member of the Homeowner's Association.

**Section 3. Voting Rights.** The Homeowner's Association shall have two classes of voting membership:

- a. Class A: Class A members shall be all record owners of lots in Prince Crossing Farm and all beneficiaries of land trusts holding title to lots in Prince Crossing Farm.
- b. Class B: Class B member shall be the Covenantor.

Class A members shall be entitled to one vote for each lot owned. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in Prince Crossing Farm, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any such lot.

The Class B member shall be entitled to three votes for each lot owned. No more than three votes shall be cast with respect to any such lot.

Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- a. upon conveyance of the title of a lot in Prince Crossing Farm after completion and occupancy of a residence on said lot; said conveyance may be by the Covenantor or a subsequent owner of said lot; it is understood that conversion will not occur unless and until there is a completed and occupied residence on said lot, or
- b. whenever the Class B member elects to do so.

The Homeowner's Association shall have the right to suspend the voting rights of any member for any period during which an assessment levied by the Homeowner's Association against the member's lot remains unpaid.

**Section 4. Powers, Duties and Responsibilities.** The Homeowner's Association shall be the governing body for all the owners and beneficiaries of title-holding land trusts of lots in Prince Crossing Farm. It shall exercise the following powers and duties and shall assume the following responsibilities:

- a. to provide for highest standards of maintenance of the subdivision and to make and promote the desired character of Prince Crossing Farm;
- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of the Homeowner's Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any or the purposes of the Homeowner's Association;
- d. to maintain, repair, and replace the following in Prince Crossing Farm:
  - i. any property owned or leased by the Homeowner's Association;
  - ii. any and all fencing placed over and upon the perimeter of any lot(s) by Covenantor;
  - iii. all entrance monuments and accompanying landscaping;
  - iv. cul-de-sac islands, boulevard and landscape easements, if any;
  - v. provide snow removal for the emergency access route on Outlot I between Lots 15 and 16.
  - vi. parkway along Hawthorne Lane and Prince Crossing Rd.
- e. to provide for a general fund to enable the Homeowner's Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessments;
- f. to enforce any lien for non-payment of any assessment; and
- g. to take any action necessary to effectuate the purposes of this Declaration.

**Section 5. Board of Directors.** The affairs in the Homeowner's Association shall be managed by a Board of Directors.

The initial control and management of the Homeowner's Association shall be entrusted to an initial Board of Directors which shall consist of three directors. The initial Board of Directors shall hold office until the first Monday in February of the year following (a) the conveyance by the Covenantor of title to eighty-five percent of the lots in Prince Crossing Farm, and (b) the completion and occupancy of residences on eighty-five percent of the lots in Prince Crossing Farm. Said meeting may be held at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than ten days prior to the date fixed for said new meeting. The initial Board of Directors reserves the right to transfer control and management of the Homeowner's to the second Board of Directors at any time it so decides irrespective of the criteria set forth in this paragraph.

When the initial Board of Directors of three directors shall cease to hold office as specified herein, there shall be a meeting of the members of the Homeowner's Association for the purpose of electing a second Board of Directors. Said Board of Directors shall consist of seven (7) directors who shall hold office for two-year terms. However, for this second Board of Directors, four directors shall hold office for two-year terms and three directors shall hold office for one-year terms.

The By-Laws of the Homeowner's Association shall set forth the general powers of the Board, the number, tenure and qualification of directors, their term of office, manner of election and removal, and method of operation of the Board.

There shall be an annual election to fill the offices of directors whose terms are expiring. Said election shall occur at the annual membership meeting to be held on the first Monday of February of each year or at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten days prior to the date fixed for said new meeting. Cumulative voting shall apply in the election of the directors. Each lot shall have the number of votes as specified in Article III, Section 3 herein.

The Board of Directors shall have the power to fill any vacancy that may occur in their own number or in any office of the Homeowner's Association. The directors or officers so appointed shall serve for the unexpired term of the director replaced.

If any director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

The regular meeting of the Board of Directors shall be held immediately after and at the same place as each annual membership meeting. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days notice of such special meeting, specifying its purpose, shall be given by mail or personal service to each director.



A majority of the Board of Directors shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board of Directors, but a less number may adjourn from time to time.

The officers of the Homeowner's Association shall be a president, vice president, secretary, and treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board of Directors subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board of Directors and may be removed by the majority of the directors at any regular meeting or at any special meeting called for that purpose. The Board of Directors may elect such other officers as it seems necessary. The officers shall exercise their functions according to the By-Laws of the Homeowner's Association.

The members of the Board (including the initial Board of three Directors and the subsequent Boards of seven directors) and the officers thereof shall not be liable to the Homeowner's Association for any mistake of judgement or acts or omissions made in good faith while acting in their capacity as directors or officers. The Homeowner's Association shall indemnify and hold harmless the members of the Board and the officers against all contractual liability to others rising out of contracts made by them.

In the event of any disagreement between any members of the Homeowner's Association relating to the maintenance, repair, or replacement of the landscape, pathways, ponds, cul-de-sac islands, entrance monuments, or fencing, the use or operation of the common property or any questions of interpretation or application of the provisions of this Declaration or the By-Laws of the Homeowner's Association, the determination thereof by the Board shall be final and binding on each and all such members of the Homeowner's Association.

**Section 6. Responsibility for Maintenance, Repair, and Replacement.** The Homeowner's Association shall be responsible for the maintenance, repair, and replacement of the following in Prince Crossing Farm:

- a. any property owned or leased by the Homeowner's Association;
- b. any and all fencing placed over and upon the perimeter of any lot(s) by Covenantor;
- c. all entrance monuments and accompanying landscaping;
- d. cul-de-sac islands, boulevard and landscape easements, if any.
- e. snow removal for the emergency access route on Outlot I between Lots 15 and 16.
- f. parkway along Hawthorne Lane and Prince Crossing Rd.

**Section 7. Meetings.** The initial meeting of the voting members of the Homeowner's Association shall be held as specified in Article III, Section 5 herein. The Covenantor or the initial Board of Directors shall notify the members of said initial meeting at least ten days prior to the date of the meeting. Thereafter there shall be an annual meeting of the voting members on the first Monday in February or at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten days prior to the date fixed for said new meeting. The purpose of the initial membership meeting and all subsequent annual meetings shall be to conduct Association business and to elect directors.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings may be called by the president, the Board of Directors, or the voting members having, in the aggregate, not less than twenty-five percent of the total votes of the Homeowner's Association. Special meetings shall be held as provided in the Homeowner's Association By-Laws.

The presence in person or by written proxy at any meeting of the voting members having twenty-five percent of the total votes of the Homeowner's Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the articles of Incorporation of the Homeowner's Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having majority of the total votes present at such meeting.

**Section 8. Loans and Encumbrances.** The Homeowner's Association through the Board of Directors may not obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval by a majority of the total votes of the Homeowner's Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting by the voting members of the Homeowners Association having twenty-five percent of the total votes shall constitute a quorum. However, said loan or encumbrance must be approved by not less than twenty-five percent of the total number of votes of the Homeowner's Association. This provision shall not restrict the power of the Board or the Homeowner's Association to contract for goods or services in the ordinary course of the Association's operations.

This provision may not be amended unless twenty-five percent of the total number of votes of the Homeowner's Association present either in person or by written proxy approves such amendment at a meeting called for this purpose all in accordance with Article IX of this Declaration.

## ARTICLE IV

### MAINTENANCE ASSESSMENTS FOR PRINCE CROSSING FARM

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** The Covenantor, for each lot owned by it in Prince Crossing Farm, hereby covenants that each owner of a lot owned by it in Prince Crossing Farm, by acceptance of a deed or other document of conveyance therefor, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Homeowner's Association regular assessments or charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Homeowner's Association shall be used for any purpose of the Homeowner's Association as specified in this Declaration or its Articles of Incorporation.

**Section 3. Regular Assessments.** The Homeowner's Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Homeowner's Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

**Section 4. Procedure.** The Board of Directors of the Homeowner's Association shall determine the amount of the assessment against each lot for each assessment year. The assessment shall be allocated pro rata against all lots in Prince Crossing Farm according to the number of votes to which each lot is entitled. Notwithstanding the above, the Class B member shall not be obligated to pay any such annual assessments. The Board of Directors shall notify in writing each member of the Homeowner's Association of the amount of the assessment against the member's lot no later than March 15 of each year. The annual assessment shall be paid by each member on or before April 1 of each year. The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowner's Association and shall be open to inspection by any lot owner.

The Homeowner's Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowner's Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 5. Change in Basis of Regular Assessments.** The Board of Directors of the Homeowner's Association may change the amount of the regular assessment during any assessment

year provided that any increase in the assessment shall be approved by a majority of the Board of Directors at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

**Section 6. Special Assessment for Capital Improvements and Maintenance Expenses.** In addition to the regular assessments authorized by Section 3 hereof, the Homeowner's Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year construction or reconstruction or unexpected repair or replacement of any of the vegetation or grass in landscape easements or in the parkways adjacent to landscape easements, median strips, entrance monuments, or common property provided that any such assessment shall be approved by a majority of the Board of Directors, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

The special assessment shall be allocated pro rata against all lots in Prince Crossing Farm according to the number of votes to which each lot is entitled. Notwithstanding the above, the Class B member shall not be obligated to pay any such special assessment.

**Section 7. Effect of Non-Payment of an Assessment.** If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representatives, assigns, successors, and grantees and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois and the Homeowner's Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgement or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in DuPage County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Homeowner's Association, the trustee shall furnish the Homeowner's Association with a certified copy on the trust agreement so that the Homeowner's Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

**Section 8. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein may for any reason be subordinated by the Homeowner's Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots provided, however, that such automatic subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer or such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. the owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights commencement of ownership interests.

## ARTICLE V

### **PROPERTY RIGHT IN THE COMMON PROPERTY**

If the Homeowner's Association should purchase or lease any real property, then every owner of a lot in Prince Crossing Farm shall have a right to an easement of enjoyment in and to all of said property and such easement shall be appurtenant to and shall pass with the title of every lot in Prince Crossing Farm. However, the Homeowner's Association may suspend the enjoyment rights of any lot owner for any period during which any assessment remains unpaid and for any period not to exceed thirty days for any infraction of its published rules and regulations.

## ARTICLE VI

### **MAINTENANCE AND REPAIR**

**Section 1. Responsibility of Owner.** Each owner of a lot in Prince Crossing Farm shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own lot and adjoining parkways, except within landscape easements, and keep same in good condition.

**Section 2. Responsibility of Homeowner's Association.** The Homeowner's Association shall be responsible for the maintenance, repair, and replacement of the property as specified in Article III, Section 4d of this Declaration.

**Section 3. Liability for Damage to Property.** Each lot owner Prince Crossing Farm shall be liable for the expense of any maintenance, repair, or replacement of any of the property of the

Homeowner's Association is responsible to maintain in Prince Crossing Farm rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guest, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

## ARTICLE VII

### COVENANTOR'S RESERVED RIGHTS

**Section 1. Easements.** Notwithstanding any provisions contained herein to the contrary all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

**Section 2. General Rights.** The Covenantor shall have the right to execute all documents or undertake any actions affecting Prince Crossing Farm which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article IX of the Declaration. This right shall cease upon the election of the initial Board of five directors.

## ARTICLE VIII

### AMENDMENTS

**Section 1. Amendment.** The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the secretary of the Board of Directors. All lien holders of record must be notified prior to the meeting called for the purpose of voting on said change, modification, or rescission, either by personal service or first class mailing of such change, modification, or rescission, and an affidavit by said secretary certifying to same must be included as part of such instrument. Said change, modification, or rescission shall be approved by a majority of the number of votes of the Homeowner's Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the Homeowner's Association having twenty-five percent of the total votes shall constitute a quorum. However, said change, modification or rescission must be approved by not less than twenty-five percent of the total members of the Homeowner's. Any change, modification, or rescission concerning the maintenance, repair, and replacement of grass and vegetation in landscape easements granted by the Covenantor must also be approved by seventy-five percent of the owners of the lots on which such landscape easements exist.

**Section 2. Notice of Amendment.** The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of DuPage County Illinois.

## ARTICLE IX

### **GENERAL PROVISIONS**

**Section 1. Duration.** The covenants, restrictions, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the owners or lots and beneficiaries of trusts holding title to lots in Prince Crossing Farm full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Homeowner's Association, or the owner of any lot subject to this Declaration, the irrespective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by (a) the then owners of sixty-six percent of the lots in Prince Crossing Farm, and (b) the then owners of seventy-five percent of lots on which landscape easements granted by the Covenantor exist has been recorded agreeing to change said covenants, restrictions, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety days in advance of any action taken.

**Section 2. Notices.** Any notice required to be given to any lot owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either (a) sent by mail with postage prepaid to the last known address of the person or entity who appears as the lot owner on the records of the Homeowner's Association at the time of such mailing, or (b) personally delivered to the last known address of the person or entity who appears as the lot owner on the records of the Homeowner's Association at the time of such delivery.

**Section 3. Rights and Obligations.** Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (a) all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights and powers created by this Declaration, and (b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to be the respective grantees, mortgages, and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

**Section 4. Liberal Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

**Section 5. Covenant to Abide by this Declaration.** The Covenantor covenants to abide by each and every covenant, restriction, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

**Section 6. Covenant in Event of Dissolution of the Homeowner's Association.** In the event the Homeowner's Association is dissolved, the owners of lots in Prince Crossing Farm agree that all provisions contained herein regarding maintenance, repair, and replacement in Prince Crossing Farm shall still apply and that this Declaration shall be in full force and effect.

**Section 7. Lot Ownership in Trust.** In the event title to any lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the lot remain vested in the trust beneficiary or beneficiaries, the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot ownership.

**Section 8. Enforcement.** Enforcement of these covenants, restrictions, easements, charges, and liens shall be by any proceeding at law or in equity against any person or person violating or attempting to violate any covenant easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Covenantor, the Homeowner's Association, or any owner of a lot in Prince Crossing Farm to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 9. Other Covenants and Restrictions.** Notice is hereby given to all members of this Association, that in addition to this **DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRINCE CROSSING FARM HOMEOWNER'S ASSOCIATION**, there is recorded against the subdivision a document entitled "**DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRINCE CROSSING FARM SUBDIVISION**". The **DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRINCE CROSSING FARM SUBDIVISION** and the instant **DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRINCE CROSSING FARM HOMEOWNER'S ASSOCIATION** are two separate and independent recorded documents. The authority with respect to the architectural control as set forth in the **DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRINCE CROSSING FARM SUBDIVISION** rest solely with Declarant, **PRINCE**



CROSSING, L.L.C., until Article III of the **DECLARATION OF COVENANTS AND RESTRICTIONS FOR PRINCE CROSSING FARM SUBDIVISION** is specifically amended to assign a new Declarant and recorded.

**Section 10. Severability.** Invalidation of any one of these covenants, restrictions, easements, charges, or liens by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

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

PRINCE CROSSING, L.L.C., an Illinois limited liability corporation, by its members:

AIRHART CONSTRUCTION CORPORATION

BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_

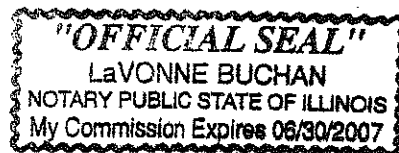
STATE OF ILLINOIS )

COUNTY OF DUPAGE )

I, LaVonne Buchan, a Notary Public in and for said County, in the State aforesaid, do hereby certify COURT M. AIRHART, President, and MARK D. GLASSMAN, Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officers of said corporation signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 16<sup>th</sup> day of June, 2003

LaVonne Buchan  
Notary Public



FAGANEL DEVELOPMENT COMPANY

BY:   *AS M*  

ATTEST: \_\_\_\_\_

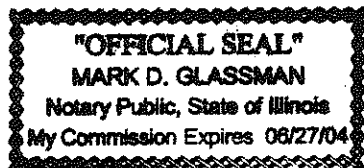
STATE OF ILLINOIS        )

COUNTY OF DUPAGE        )

I,   *Mark D. Glassman*  , a Notary Public in and for said County, in the State aforesaid, do hereby certify   *David S. Faganel*  , President and \_\_\_\_\_, Secretary, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officers of said corporation signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this   *17<sup>th</sup>*   day of   *June*  ,   *2003*  

  *[Signature]*    
Notary Public



## EXHIBIT A

### Legal Description

Lots 1-80 in Prince Crossing Farm Subdivision, being a part of the northeast quarter of Section 3, township 39 North, Range 9, East of the Third Principal Meridian, according to the plat thereof recorded April 17, 2003 as Document R2003-145311, in DuPage County, Illinois