

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR
VENTURA 21**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Ventura 21 is made and entered into by the Board of Directors of Ventura 21, Inc.

WITNESSETH:

WHEREAS, by a certain Declaration of Covenants, Conditions, and Restrictions and Easements (hereinafter called the "Declaration") certain real estate (hereinafter called "Property") was submitted to the Declaration by recordation of said Declaration in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R1971-53228; and

WHEREAS, the above identified Declaration submitted, certain property identified therein and the Lots identified therein or created pursuant thereto, and common properties identified therein to said Declaration and becoming known as Ventura 21, Inc., a residential homeowners association; and

WHEREAS, additional property and Lots were added to the Declaration by Supplements and amendments from time to time, and the Property now comprising the Ventura 21 is identified in the "Exhibit - Legal Description" attached hereto; and

WHEREAS, Ventura 21, Inc., is also operated pursuant to previously adopted By-Laws of Ventura 21, Inc., as amended from time to time; and

WHEREAS, Ventura 21, Inc., is a common interest community association and is subject to the provisions of the Illinois Common Interest Community Association Act, 765 ILCS 160/1-1, *et. seq.* (the "Act"); and

WHEREAS, Section 1-60(a) of the Act provides that the common interest community association may amend the Declaration to conform to the Act or other applicable law due to any inconsistency in the community instruments of the association to conform the community instruments to the Act or other applicable law by an amendment adopted by a vote of two-thirds of the board of directors, without a membership vote; and

WHEREAS, the Board of Directors deems it desirable to amend and update the Declaration and the By-Laws to conform to the Act and other applicable law; and

WHEREAS, the Act at Section 1-20(a) now provides that the By-Laws shall be appended to and recorded with the Declaration; and

WHEREAS, the Developer and the Declarant, as identified and defined in the Declaration, no longer own any Unit or has any interest in the Property, and the rights of the Developer and/or Declarant as a Member have terminated, so that approval of Developer to amend the Declaration

is not required, and certain references in the Declaration to the Developer and/or Declarant are deleted herein for convenience as no longer applicable;

NOW THEREFORE, pursuant to Section 1-60(a) of the Act, the Board amends the Declaration and the By-Laws by adopting this Amended and Restated Declaration and the Amended and Restated By-Laws which are attached hereto, as:

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR VENTURA 21, INC.**

**ARTICLE I
DEFINITIONS**

Section 1. "Association" shall mean Ventura 21, Inc., an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Original Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Ventura 21 filed in the office of the Recorder of Deeds of DuPage County, Illinois as Document No. R1971-53228 on October, 15, 1971, as such Declaration was from time to time amended.

Section 3. "Amended and Restated Declaration" or "Declaration" shall mean this Amended and Restated Declaration. The term "Declaration" may refer to the Original Declaration where the context so provides.

Section 4. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 5. "Properties" shall mean that certain real. property described in Exhibit "B" to the Original Declaration and such additions thereto as were brought within the jurisdiction of the Association, and which is set forth in "Exhibit - Legal Description" attached hereto.

Section 6. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first Lot is described in Exhibit "C" attached to the Original Declaration, as amended from time to time by any additions thereto.

Section 7. "Lot" shall mean any plot of land used or intended for residential purposes and shown upon any recorded subdivision map of the Properties, specifically excepting the Common Area.

Section 8. "Residential Areas" shall mean all real property consisting of one or more Lots.

Section 9. "Declarant" shall mean Central National Bank in Chicago, as Trustee Under Trust Agreement dated May 28, 1971, and known as Trust No. 18256, and its successors and assigns if such successors or assigns acquired more than one undeveloped Lot from the Declarant for the purpose of development.

Section 10. "Developer" shall mean Pulte Homes of Illinois Corporation, an Illinois corporation and its subsidiaries, successors and assigns.

Section 11. "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Section 12. "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area by guests of owners;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, the Owner's right of enjoyment to the Common Area and facilities to the members of the Owner's family, the Owner's tenants, or contract purchasers who reside on the property.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. Voting Rights. The Association shall have one class of voting membership. All Owners 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 among themselves determine, but in no event shall more than one vote be cast with respect to

any Lot.

ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by Declarant, covenanted by the Original Declaration and each Owner of any Lot, by acceptance of a deed therefor whether or not it shall be so expressed in such deed, is deemed to covenant to pay to the Association: 1) Annual Association Assessments, 2) Annual Maintenance Assessments, and 3) Special Assessments, such assessments to be established and collected as hereinafter provided. The said Assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when such Assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement and maintenance of the Common Area, and of the homes situated upon the Properties. Annual Association Assessments are intended to provide funds for use in relation to the Common Area and for the conduct of the general affairs of the Association. Annual Maintenance Assessments are intended to provide funds for use in relation to the Residential Areas. Special Assessments are intended to provide funds in relation to capital improvements in the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum aggregate total in any calendar year (hereinafter called "Maximum Annual Assessment") of the Annual Association Assessment and the Annual Maintenance Assessment was Two Hundred Forty (\$240.00) Dollars per townhouse Lot and Three Hundred Sixty (\$360.00) Dollars per detached residence Lot.

Assessments shall be collected and paid in monthly installments in addition to the regular monthly payment for interest, principal, taxes, and mortgage insurance premiums.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment may be increased each year not more than 3% above the Maximum Annual Assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the Maximum Annual Assessment may be increased above 3% by a vote of two-thirds of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors of the Association shall levy Annual Association Assessments and Annual Maintenance Assessments at amounts not in excess of the Maximum

Annual Assessment from time to time established as hereinabove provided.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessments authorized above, the Board of Directors may levy Special Assessments for purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto.

(a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by members with 20% of the votes of the association delivered to the Board within 14 days of the Board action, shall call a meeting of the members within 30 days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(b) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

(c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to member approval or the provisions of subsection (a) or (d) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

(d) Assessments for additions and alterations to the Common Areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.

(e) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (e) and (f) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be delivered or mailed to all members in accordance with the provisions of the By-Laws pertaining to meetings of the members. The quorum for such meetings shall be twenty percent of the Owners, present in person or by proxy.

Section 6. Uniform Rate of Assessment. Annual Association Assessments must be fixed in uniform amounts for all Lots. Annual Maintenance Assessments may be fixed in unequal amounts, but shall be uniform in amount as to each classification of house. The classification shall reflect such factors affecting the cost of maintenance as size, configuration and construction materials.

Section 7. Annual Assessments - Due Dates. Each member shall receive through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adoption thereof by the board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes. The Board of Directors shall fix the amount of the Annual Assessments against each Lot before December 1 of the preceding calendar year but the failure to do so shall not affect the validity thereof. Written notice of the Annual Assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on the specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments - Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, or for possession of the property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

ARTICLE V DUTIES AND POWERS OF THE ASSOCIATION

In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and By-Laws, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers:

Section 1. Common Area.

(a) Own, maintain, and otherwise manage all of the Common Areas and all facilities, improvements, private streets, sidewalks, parking areas, exterior lighting, and landscaping situated on the Common Area. Lawns, trees, shrubs, flowerbeds and other landscaping features are to be mowed, raked, trimmed, cultivated and watered. Private streets, sidewalks, and parking areas are to be kept in sightly and serviceable condition and snowplowed when appropriate. Clubhouse, swimming pools, golf course and other recreational equipment and community features are to be operated and kept in sightly and serviceable condition at all times, subject to seasonal limitations.

(b) Pay any real and personal property taxes and other charges assessed against the Common Area. Obtain for the benefit of the Common Area, all water, gas, and electric service,

refuse collection and similar services.

(c) Grant easements where necessary for public utilities over the Common Area to serve both the Common Area and the Lots.

(d) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, officers, and directors.

(e) Employ a manager or other persons and to contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Association with respect to the Common Area to the extent permitted by law.

(f) Establish and maintain a working capital and contingency fund with respect to the Common Area in the amount determined from time to time by the Board of Directors. The fund shall be employed by the Association in such manner as its Directors shall deem fit for the purpose of effectuating the objects and purposes of the Association, consistent with the terms and provisions of this Declaration. Funding may be furnished by means of the Annual Association assessments provided for at Section 1 of Article IV hereof.

Section 2. Residential Areas. The Association shall provide for the exterior maintenance, repair and replacement of the following features from time to time existing on each Lot:

(a) Painting, staining, refinishing, repair, replacement and tuck pointing of all exterior surfaces of the Owner's home, excluding glass surfaces, but specifically including, among other things, siding, roofs, chimneys, gutters, downspouts and shutters. All of the foregoing services shall comply with the standards from time to time adopted by the Architectural Control Committee.

(b) Mowing and raking lawns within each Lot, unless fenced, surrounded by shrubs or landscaped in such manner as to preclude convenient access by large equipment. The determination of the Board of Directors with respect to convenience shall be binding and conclusive.

(c) Snowplowing of driveways and parking areas situated on each Lot.

The foregoing services provided by the Association with respect to exterior surfaces of an Owner's home shall be limited to normal wear, tear, and deterioration, and the Owner shall be solely responsible for all exterior repair and replacement, as well as all interior and structural repair and replacement, occasioned by insurable casualty as hereinafter provided. In the event the Owner shall fail to effect promptly the repairs and replacements occasioned by insurable casualty, the Association may (but shall not hereby be required) to effect such repairs and replacements and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in this connection, including the right to receive applicable insurance proceeds. Each Owner shall keep the home now or hereafter situated on the Owner's Lot insured against loss or damage by fire, lightning and windstorm under policies issued by the company or companies designated by the Board of Directors and providing for payment of moneys sufficient to cover the

full cost of replacing or repairing the same under insurance policies payable, in case of loss or damage, to the Owner or to the Association as their interests may appear (subject to the rights of the mortgagee, if any), such rights to be evidenced by the standard clause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request. If, in such circumstances, the Association shall elect to undertake such repairs and replacements, the Association shall have the right, through its agents, employees and independent contractors, to enter upon the Lot and to both the exterior and interior of the home situated thereon, to the extent necessary for the aforesaid purpose and shall not be guilty of any trespass. To the extent the insurance proceeds shall be insufficient to reimburse the Association for its said costs, the same shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorney's fees in the same manner and to the same extent as provided under Section 9 of Article IV hereof with respect to delinquent assessments.

The Association may employ a manager or other persons and contract with independent contractors, managing agents, collection agents, and others to perform and effectuate all or any part of the duties and powers of the Association with respect to the Residential Areas to the extent permitted by law.

The Association may establish and maintain a working capital and contingency fund with respect to the Residential Areas in the amount determined from time to time by the Board of Directors. The fund shall be employed by the Association in such manner as its Directors shall deem fit for the purpose of effectuating the objects and purposes of the Association, consistent with the terms and provisions of this Declaration. Funding may be furnished by means of the Annual Maintenance Assessments provided for at Section 1 of Article IV hereof.

ARTICLE VI PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhouses on the Properties and placed along the common boundary between two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, unless party wall is damaged by the act or omission of one Owner, in which event the Owner causing such damage shall be solely responsible for the entire repair and cost thereof.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a large contribution from the others under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, an

Owner who by the Owner's negligence or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right To Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

**ARTICLE
VII ENCROACHMENTS**

Each Lot within the Properties is hereby declared to have an easement over all adjoining Lots for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the structure, roof overhangs, architectural or other appendages, drainage or rainwater from roofs, or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot agree that the same encroachment may be re-established, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

**ARTICLE VIII
ARCHITECTURAL CONTROL**

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or alteration thereof be made (including, without limitation, exterior materials and color scheme), until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, and location of the same and the approximate cost thereof and the landscape and grading plan in relation thereto shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural Committee composed of three (3) or more representatives appointed by the Board. The Board or its appointed Architectural Committee shall have the right to refuse to approve any such plans and specifications deemed not to be suitable or desirable, for esthetic or other reasons, and shall have the right to take into consideration the suitability of the proposed improvements in relation to the surroundings and their effect on the outlook from adjacent or neighboring Lots. In the event said Board, or its appointed Architectural Committee, fails to approve or disapprove such plans and specifications in writing within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

**ARTICLE IX
UTILITY SERVICE CONNECTIONS**

The rights and duties of the Owners of Lots within the Properties with respect to utility service connections including sanitary and storm sewer, water, electric, gas, and telephone lines and related facilities, shall be governed by the following:

(a) Wherever utility service connections, or any portion thereof, lie in or upon Lot(s) owned by other than the Owner of a Lot served by the connections, the Owner of any Lot served by the connections shall have the right and license from time to time to enter upon the Lots or to have the respective utility companies enter upon the Lots in or upon which the connections, or any portion thereof, lie in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.

(b) Wherever utility service connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service the Owner's Lot and shall have the same right and license as are provided immediately hereinabove with respect to portions lying in or upon Lot(s) owned by other Owners.

(c) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to its Board of Directors which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

ARTICLE X GENERAL USE RESTRICTIONS

Section 1. No noxious or offensive trade or activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood, or which shall in any way increase the rate of insurance.

Section 2. No trailer, tent, shack, garage, bar, or other outbuilding situated on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

Section 3. Subject to Article II, Section 3, no part of the Properties shall be used or caused to be used, or allowed or authorized in any way, directly or indirectly, to be used for the conduct of any business, commercial, manufacturing, mercantile, storage, vending, or other such non-residential purpose.

Section 4. No livestock, poultry, or more than two dogs or cats over four months of age, shall be kept or maintained on any Lot. Every Owner shall promptly dispose of all of the Owner's refuse and garbage so that it will not be objectionable to neighboring property owners. No commercial vehicle, mobile home, boat or trailer shall be parked habitually on or adjacent to any Lot unless such vehicle shall be wholly contained within a fully enclosed garage of normal residential dimensions and appearance, provided that a vehicle of moderate size may be parked in the rear yard of the Lot only if and so long as the Board of Directors of the Association or its appointed Architectural Committee, in accordance with the principles contained in Article VIII above, shall find that such vehicle is suitably screened from view.

Section 5. No sign, billboard, or other advertising device of any character shall be erected or maintained upon any part of the Properties or on any Lot contained therein, except one sign for

each Lot (with dimensions of not more than 18 inches by 24 inches) advertising such Lot for sale or rent.

Section 6. The erection of any new structure and the re-erection, rebuilding or repair of any structure shall be completed as rapidly as practicable. All unused building materials and temporary construction shall be removed from the subdivision within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation or other construction work shall be finish-graded and seeded and covered with other landscaping as soon as the construction and weather permits.

Section 7. (a) Notwithstanding any provision in the Declaration, By-Laws, regulations, or agreements or other community instruments, and the Board's construction of those instruments, and only to the extent these rights are granted by the Act or other applicable law, the Board may not prohibit the display of the American flag or a military flag, or both, on or within Owner's Lot or any limited common areas and facilities of an Owner or on the immediately adjacent exterior of the building in which the dwelling of the Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the Owner's Lot or an limited common areas and facilities of a Lot Owner or on the immediately adjacent exterior of the building in which the dwelling of an Owner is located, but the Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

(b) As used in this Section:

"American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE XI GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, easements, restrictions, charges and liens imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any provision herein contained shall not be deemed a waiver of the right to do so

thereafter.

Section 2. Severability. Invalidation of all or any portion of the covenants, conditions, easements, restrictions, charges or liens imposed by the provisions of this declaration by legislation, judgment or court order shall in no wise affect any other provisions of this Declaration which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of the Original Declaration shall run with and bind the land for a term of twenty (20) years after the date upon which the Declaration was recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Lots, and thereafter by an instrument executed and acknowledged by the Owners of not less than seventy-five percent (75%) of the Lots. Any such amendment shall be effective upon recordation in the Office of the Recorder of Deeds of the County in which the property is situated. The recital in any such amendment that it has been executed and acknowledged by not less than the specified percentage of Owners shall be conclusive and binding on all persons.

**ARTICLE XII
FORFEITURE OF COMMUNITY FACILITIES**

Notwithstanding anything herein to the contrary, the Common Area and all of the common facilities from time to time existing therein are subject to forfeiture to the Village of Roselle if the Association shall fail to act as provided hereunder for a period of twelve successive months or shall be dissolved, if the Village shall so elect by written instrument duly executed, acknowledged and recorded in the Office of the Recorder of Deeds of the County in which the property is situated. Upon such forfeiture, the Village shall undertake all or such part of the powers, authorities and responsibilities of the Association as the Village shall deem appropriate. The Association is hereby directed and empowered, through its officers and directors, to take any such enabling action as shall be necessary to assign, convey and transfer to the Village all of its right, title and interest in the Common Area and the common facilities thereon and all or such of its powers, authorities and responsibilities hereunder as shall be designated in writing by the Village.

IN WITNESS WHEREOF, the undersigned, being at least two-thirds of the members of the Board of Directors, have approved and executed this instrument as of this the _____ day of _____, 2020.

_____ President

_____ Vice-President

_____ Secretary

_____ Treasurer
