

SECOND AMENDED AND RESTATED CONDITIONS RESTRICTIONS AND RESERVATIONS FOR HOBSON VILLAGE COMMUNITY ASSOCIATION

This document is recorded for the purpose of Amending and Restating the Conditions, Restrictions and Reservations for Hobson Village Community Association (hereinafter "Declaration or Amended and Restated Declaration"), which was recorded as Document No. R2003-0395662 in the Office of the Recorder of Deeds of DuPage County, Illinois.

This Declaration is adopted pursuant to the provisions of Article V, Section 3 of the Declaration. This Declaration shall become effective upon recording, in the Office of the Recorder of Deeds of DuPage County, Illinois, of an instrument in writing setting forth the change, provided the same is executed by the Board of Directors of the Association (hereinafter "Board").

RECITALS

WHEREAS, the Board and the Owners desire to amend and restate the Declaration;

WHEREAS, the Declaration has been executed by the Board of the Association and approved in writing by the acknowledged signatures of at least seventy-five percent (75%) of the owners subject to the Declaration, all in compliance with the Association's Declaration.

NOW THEREFORE, the Declaration is hereby amended and restated in accordance with the text which follows:

HOBSON VILLAGE

Naperville, Illinois

~~Amended and Restated Conditions, Restrictions and Reservations~~

~~— THIS AMENDED AND RESTATED DECLARATION, made this 9th day of September, 2003, by Hobson Village Community Association, an Illinois not-for-profit corporation, herein called "Association."~~

WITNESSETH:

~~— WHEREAS, MIDAM, Inc., an Illinois corporation, was the owner and developer of the real property described in Article I of this Declaration known as "Hobson Village"; and,~~

~~— WHEREAS, Midam, Inc. As "Declarant" subjected Hobson Village to certain covenants, restrictions, condition, reservations, charges and liens pursuant to the Conditions, Restrictions and Reservations dated March 27, 1975 and recorded in the pffoce of the DuPage County Recorder of Deeds as Document No. 75-25941; and,~~

~~WHEREAS, Hobson Village has been developed as a single-family detached residential community; and,~~

~~WHEREAS, control over the Association has been conveyed to the home owners of Hobson Village upon completion and occupancy of the residences, pursuant to the original Conditions, Restrictions and Reservations; and,~~

~~WHEREAS, all of the powers, responsibilities, duties, rights, and privileges assumed by Midam, Inc., as the "Declarant" pursuant to the original Conditions, Restrictions and Reservations for Hobson Village are now properly assumed by the Association; and,~~

~~WHEREAS, the original Conditions, Restrictions and Reservations for Hobson Village are due to expire; and,~~

~~WHEREAS, the Association is desirous of subjecting said property to the conditions, covenants and obligations hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof; and,~~

~~WHEREAS, the owners of the real property subject to the original Conditions, Restrictions and Reservations for Hobson Village desire to extend the term of the Original Declaration and to make certain modifications of its terms; and,~~

~~WHEREAS, it has been determined that the most efficient manner of amending said Conditions, Restrictions and Reservations for Hobson Village is to restate the entire Declaration; and,~~

~~WHEREAS, this Amended and Restated Declaration supersedes and replaces the aforesaid original Conditions, Restrictions and Reservations for Hobson Village; and,~~

~~WHEREAS, the original Conditions, Restrictions and Reservations for Hobson Village provide for amendment of their terms upon an affirmative vote of seventy-five percent (75%) of the members of the Association; and,~~

~~WHEREAS, at least seventy-five percent (75%) of the members of the Association voted affirmatively to adopt this Amended and Restated Declaration, in a vote duly held pursuant to the provisions of the original Conditions, Restrictions and Reservations of Hobson Village; and,~~

~~WHEREAS, those members of the Association who did not cast ballots in the vote have consented in writing to adoption of the Amended and Restated Declarations; and,~~

~~NOW, THEREFORE, the Association hereby declares that the real property described in and referred to in Article I hereof, is and shall be, held, transferred, sold, conveyed and occupied subject to the covenants and obligations hereinafter set forth.~~

ARTICLE I

Definitions Property

~~1. Premises Subject to Declarations:~~

1. Property shall mean the real property subject to this Amended and Restated Declaration is legally described in **Exhibit A** and depicted in **Exhibit B**, which are attached hereto and made a part hereof, and shall be known as and referred to as "Hobson Village."

2. Acceptable technological means includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

3. Association means the Hobson Village Community Association, acting pursuant to its declaration and bylaws , through its duly elected board of managers or board of directors.

4. Board means the board of directors for the Hobson Village Community Association.

5. Common areas means the portion of the property other than a unit.

6. Common expenses means the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Board.

7. Governing documents means all documents and authorized amendments thereto recorded including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

8. 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.

9. Majority of the Members means the members of more than 50% in the aggregate in interest of the undivided ownership of the common areas. Any specified percentage of the members means such percentage in the aggregate in interest of such undivided ownership.

10. Majority or majority of the members of the Board means more than 50% of the total number of persons constituting such Board pursuant to the bylaws

11. Meeting of the board or board meeting means any gathering of a quorum of the members of the Board of the Association held for the purpose of conducting board business.

12. Member means the person or entity designated as an owner and entitled to one vote as defined by the governing documents. The terms “member” and “unit owner” may be used interchangeably, except in situations in which a matter of legal title to the Lot is involved or at issue, in which case the term “unit owner” would be the applicable term used.

13. Membership means the collective group of members entitled to vote as defined by the governing documents.

14. Parcel means the lot or lots or tract or tracts of land described in the declaration as part of the Association.

15. Prescribed delivery method means mailing, delivering, posting in an association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the governing documents.

16. Record means to record in the office of the recorder of DuPage County.
17. Reserves means those sums paid by members which are separately maintained by the Association for purposes specified by the declaration and bylaws of the Association.
18. Unit means a part of the property designed and intended for any type of independent use.
19. Unit owner means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit or lot.
20. Bylaws means that which is attached hereto as Exhibit C.
2. ~~—~~ Additions to the Premises:
- ~~—~~ (a) ~~Notwithstanding anything contained to the contrary in the Declaration, the Declarant, may, at its sole discretion, from time to time hereafter:~~
- ~~—~~ (1) ~~Add additional property of the “Proposed Development Area” and/or~~
- ~~—~~ (2) ~~Subject further portions of the “Proposed Development Area”, including any additions thereto, to this Declaration, whereupon the same shall become part of the “Premises”.—~~
- ~~By these provisions, the Declarant is not obligated, in any manner, either to make the “Proposed Development Area” or to make any other portions of the “Proposed Development Area”, either as originally constituted or as additions are made thereto, to be subject to this Declaration.—~~
- ~~—~~ (b) ~~Supplementary Declarations: Where Declarant elects, as above, to either make additions to the “Proposed Development Area” or to subject other portions of the “Proposed Development Area” to this Declaration as additions to the “Premises” the same shall be accomplished by the recording of a Supplementary Declaration. Said Supplementary Declaration shall state that action is being taken and shall contain a legal description of the property which is the subject of such Supplementary Declaration.—~~
- ~~—~~ (c) ~~Recording of Supplementary Declaration: Upon the execution and recording of the Supplementary Declaration, the property covered therein shall be subject to the covenants, conditions, easements and restrictions of this Declaration, including but not limited to the following:~~
- ~~—~~ (1) ~~The covenants, conditions, easements and restrictions set forth herein shall run with and bind the land of the Supplementary Declaration and shall inure to the benefit and be the personal obligation of the Owners of the lots and Dwelling Units thereon, in the same manner, to the same extent and with the same force and effect as this Declaration;~~
- ~~—~~ (2) ~~Every person or entity who is an Owner of any Lot or Dwelling Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those Members under the original provisions of this Declaration;~~
- ~~—~~ (3) ~~In all respects, all of the provisions of this Declaration shall apply to the portion of the Premises or such other real estate designated in any Supplementary Declaration, and to the Owners, Mortgages and Leases thereof, with equal meaning and of like force and effect.—~~

ARTICLE II
General Purposes

That the real property described in Article I will be maintained to protect the owners of properties therein insured desired high standards of maintenance and operation of community facilities and service for the benefit and convenience of all owners of property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III
Hobson Village Community Association

1. **Creation and Purposes.**

There is in existence an Illinois not-for-profit corporation known as Hobson Village Community Association, which charter was issued by the Secretary of State on April 13, 1975, and recorded in the office of the DuPage County Recorder as Document R75-16034 on April 16, 1975, and whose purpose is as described therein to provide for high standards and maintenance of all property in said Hobson Village, and to maintain the property reserved for common use for all residents and owners of said properties therein, and in general maintain and promote the desired character of Hobson Village.

2. **Membership:**

Every owner of a Lot or Dwelling Unit is automatically a member of the Hobson Village Community Association. Membership is appurtenant to and shall not be separated from the ownership of a Lot or Dwelling Unit. Each Owner by acceptance by a deed or other conveyance of a Lot or Dwelling Unit shall thereby become a member regardless of the inclusion or exclusion or incorporation by reference or any specific expression, or lack thereof, in said deed or conveyance.

3. **Designation of Member:**

There shall be one membership per Lot or Dwelling Unit. If the Owner of record shall be more than one person, if the Owner is a Trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the membership attributable thereto shall be designated by said Owner or Owners to the Association. Upon failure to do so designate **in writing by the Owner to the Association, the Owner shall be the beneficiary of the trust, an officer of the corporation or partner of the partnership.**

~~Association may, but not need to, so designate. In the absence of any designation, no rights or enjoyment shall inure to the Owner of such Lot or Dwelling Unit. The obligation shall, however, continue.~~

4. **Membership Classes - Voting:**

There shall be one class of Membership of the **Association.** Council shall be ~~divided into two classes:~~

~~(a) Class A: Class A members shall be all Owners of Lots or Dwelling Units, with the exception of the Declarant, and shall be entitled to the vote as delineated in Paragraph 7 (a) below.~~

~~_____ (b) Class B: The Class B member shall be the Declarant and shall be entitled to the number of votes delineated in Paragraph 7 (b) below.~~

~~_____ 5. Termination of Class B Membership~~

~~_____ The Class B Membership shall cease and terminate when the Declarant elects to convert its Class B Membership to Class A Membership. Said election shall be accomplished by a written notice of such action from the Declarant to the Association. The Declarant may, however, revoke or withdraw, without cause, any such election and thereupon the Class B Membership shall be reinstated on the same basis as would have existed if no election had been made.~~

~~56. Board of Directors:~~

The affairs of the **Association** corporation shall be managed by the Board of Directors. The members of the Board shall be elected by the members **of the Association** pursuant to the By-Laws of the Corporation. The Board of Directors shall be elected at the Annual Meetings or at Special Meetings of the members called for that purpose and shall serve for the duration of the term as described in the By-Laws.

~~67. Voting Rights – Election of Board of Directors:~~

~~The Directors shall be elected upon the following basis:~~

~~_____ (a) Every single-family Dwelling Unit on a separate single-family lot of 6,000 square feet or more shall be counted both for voting, assessments and otherwise, as having one full vote.~~

~~_____ (b) Class B--Voting Rights: Until such time as all of the Dwelling Units projected for the "Proposed Development Area" have been either reconstructed and either sold or occupied through an agreement with the Declarant or its successors, assigns and/or agents, the Declarant shall have votes as follows:~~

~~_____ (1) To the extent that portion of the "Proposed Development Area" have been subjected to this Declaration and have become part of the "Premises," then in any such event, the Declarant shall be entitled to five (5) full votes for each single-family lot, and, further, to five (5) full votes for each unconstructed or unoccupied Dwelling Unit, regardless of the number of bedrooms contained or projected to be contained in any such Dwelling Unit, at the rate of fourteen (14) Dwelling Units per acre of all acreage proposed for development with residential units and not platted for single-family lots; and~~

~~_____ (2) For the remainder of the "Proposed Development Area", the Declarant shall have five (5) full votes for each proposed Dwelling Unit, regardless of the number of bedrooms projected therefor, computed on the basis of five (5) Dwelling units per acre.~~

~~78. Notice--Election of Board of Directors:~~

Where an Annual Meeting or a Special Meeting of the members is to be held for the purpose of electing members of the Board of Directors, each member shall be given a written notice describing the date, time, place and purpose of the meeting. Said notice shall be mailed or delivered **or sent by acceptable electronic transmission if so consented to by the member**, to each member not less than **five fifteen (15)** nor more than **sixty thirty (630)** days prior to the date of said meeting.

89. Non-Cumulative Voting:

~~All voting shall be done on a non-cumulative basis. Every member entitled to vote shall have the right to cumulate his vote and to give one candidate a number of votes equal to his vote multiplied by the number of Directors to be elected, or to distribute such votes on the same principal among many candidates as he shall think fit.~~

910. Board Liability-Indemnification:

The Directors from time to time constituting the Board of Directors shall not be liable to the Member for any mistake of judgment or for any acts made, or omissions to act committed in good faith as such Directors. ~~The Association shall indemnify any member of the Association who was or is a party, or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a member of the Board or officer of the Association, against expenses (including attorneys' fees), judgments, fines and amount paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner that is not with criminal intent, fraudulent or with gross negligence Such duty to indemnify shall continue even if the case is settled, so long as the Board is given the opportunity to review and consider the settlement before it is entered into.~~

~~The Association may indemnify any person who was or is a party, or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a member of the Board or an officer of the Association against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Association, unless, and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.~~

~~To the extent that a member of the Board or officer of the Association has been successful, on the merits or otherwise, in the defense of any action, suit or proceeding referred to in the foregoing paragraphs, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.~~

~~Any indemnification under this Section shall be made by the Association only as authorized in the specific case, upon a determination that indemnification of the member of the Board or officer of the Association is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made (1) by the Board by a majority vote of a quorum consisting of members of the Board who were not parties to such action, suit or~~

proceeding, or (2) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (3) by a majority of the members of the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding, as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the members of the Board or the officer of the Association to repay such amount, unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Section.

The sums necessary to discharge the obligation of the Association under this Section shall be common expenses.

The indemnification provided by this Section shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested Board, or otherwise, both as to action in his official capacity and as to action in other capacity while holding such office, and shall continue as to a person who has ceased to be a member of the Board or an officer of the Association.

101. Governing Law:

In all respects, the Association Council, its Board of Directors, officers and members shall be governed by the laws of the State of Illinois. ~~and the Not-For-Profit Corporation Act of the State of Illinois.~~

112. Powers and Duties of the Association:

The Association shall have the following powers and duties to the extent such services are not provided by any governmental body **and any expenses incurred shall be considered a common expense, unless otherwise provided herein:**

(a) To maintain the **common areas, including the** entrance ways to Hobson Village.

(b) To mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgement of the officers of the Association to keep any vacant and unimproved property and side strips in front of any property in Hobson Village neat in appearance and in good order and to make and collect reasonable charges from all of the owners of said properties in order to accomplish all of the obligations and duties of the Association as herein set forth, from the owners of such properties.

(c) To provide for the permanent maintenance of any land set aside for the general use of the property owners and residents in Hobson Village, including all recreational facilities, parking areas, walks and walkways contained thereon.

(d) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association and to pay taxes of such real estate as may be owned

by it.

(e) To make such improvements to the entranceway to Hobson Village and side strips within streets in Hobson Village and provide such other facilities and services ~~as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Association acting in accordance with its constitution and by-laws provided, however, that any such action so authorized shall always be~~ for the express purpose of keeping Hobson Village highly desirable and exclusive residential community.

(f) To levy and collect assessments, including special or separate assessments.

(g) To exercise all powers and duties consistent with the terms of Illinois law, including but not limited to the Illinois General Not for Profit Corporation Act.

(h) To obtain such insurance on behalf of the Association that is deemed to be in the best interest of the Association, including general liability and property insurance, workers' compensation and fidelity bonds.

(i) To adopt and amend rules and regulations related to a property within the Association.

(j) To impose any monetary fines or seek any other legal or equitable remedies available to the Association to remove and abate any violation of the governing documents.

(k) To take all necessary steps to enforce the terms of the Association's governing documents.

123. Method for providing General Funds:

(a) For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Board of Directors of the Association shall determine for each year the total amount required of such fund for such year and may levy an annual assessment allocated in accordance with paragraph B of this section.

(b) An annual assessment shall be assessed equally against every lot within the Association, based on the amount determined by the Board as stated within the Association's budget. The Board has the authority to set the assessment amount and to adopt a special or separate assessment as needed. The Board shall provide a copy of the proposed annual budget to the members of the Association at least thirty (30) days prior to the adoption of the budget.

~~Allocation of assessment: Assessments against (Dwelling Lots and Units) shall be computed in the following manner:~~

~~Every single family dwelling unit on a single family lot (or unimproved single family lot) of 6,000 sq. feet or more irrespective of the numbers of bedrooms, shall be counted as one full increment of assessment.~~

(c) 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 to exceed 115% of the sum of all regular and separate assessments which were payable during the preceding fiscal year, the Owners with 20 percent of the votes of the Association may deliver a petition to the Board requesting that a meeting of the Owners be called within 30 days of the date of delivery of the petition. The petition of the Owners must be submitted to the Board within 14 days of the Board's approval of the budget or separate assessment. The purpose of the

membership meeting is for the Owners to consider the budget or separate assessment and if a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, the budget or separate assessment is rejected. If the majority of the total vote is not obtained, the Board's action is ratified. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all owners. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or Owner challenge. An "emergency" means an immediate danger to the structural integrity of the common areas or to the life, health, safety or property of the Owners. Any assessment 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 the majority of the total votes of all Owners. The Board may adopt separate assessments payable over more than one fiscal year.

(d) The Board shall provide the Association on an annual basis a summary of the receipts, common expenses and reserves for the preceding year.

(e) The obligation to pay both regular and special or separate assessments shall remain regardless of the size of the home on the Lot and shall continue as long as the Association remains in effect. ~~Commencement of Assessment: No assessment, special or annual, may be assessed against any single family-unit lot until the same has been sold by the Declarant, or its successors and/or agents.~~

~~————— No assessment, special or annual, may be assessed against any Dwelling Unit not constructed on a single-family lot until the same has been both constructed and has been sold, or is occupied through an agreement with the Declarant, or its successors, assigns and/or agents.~~

~~(d) ——— Initial Cost of Operation: The Declarant shall pay the cost of maintaining and operating the "Common Area" and the "Community Facilities", provided, however, that the contributions to the cost of operation shall be made as set forth in paragraph (e) hereof.~~

~~(e) ——— Initial Assessments: Commencing with the first day of the next succeeding month following the date of the recording of any deed of conveyance, the Owner of each Lot or Dwelling Unit covered by said deed shall pay a monthly assessment of \$5.00 per month for the first year and his proportionate share thereafter of all costs and assessments, computed on the basis of the total number of Dwelling Units completed as of the beginning of each year. Until such a time as the Declarant has turned over the "Common Area" and the "Community Facilities" to the Association, the individual owners shall make payment to Declarant. The Declarant will furnish an annual statement to the owners as to the expenditures of all funds received.~~

(f) In the event of failure of any Owner to pay any assessment on or before thirty (30) days following notice to such owner of such assessment of the schedule due date thereof, if later, then the assessment shall become delinquent and the Association may assess a late fee per the terms of the rules and regulations or such delinquent amount shall bear interest at the rate of eight (8) percent per annum from the date thereof to the date of payment, and the Association shall have a lien on each lot against which such assessment is levied, whether such lien is recorded or not, to secure payment thereof plus interest. The Association's lien shall include the amount due and owing for assessments, fines, late fees, interest, any costs incurred by the Association, including attorney's fees and costs or costs incurred as a result of the

Association's management company's assistance in collecting unpaid assessments. When delinquent, the full amount of the lien payment of both principal and interest may thereafter be enforced collected against the owner personally, or as a lien on said real estate. The Association shall have the authority to collect the amount due and owing either by foreclosing on its lien or pursuing a Forcible Entry and Detainer Action. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates on non-payment of assessment in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real estate property described therein, a fee of Fifty Dollars (\$50.00), which fee is hereby declared to be lien upon the real estate so described in said certificate. Such fee shall be collectable in the same manner as the principal due thereon; in order for said lien to be effective as to subsequent purchasers or mortgagees, it must be placed on record in the office of the DuPage County Recorder. _____

(g) _____ The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real estate property prior to the effective dates of such lien. In the event of the issuance of a deed, pursuant to foreclosure of such mortgage or deed of trust or in lieu of such foreclosure, the grantee of such deed shall take title free and clear from any liens herein provided which accrue prior to the recording of such deed. _____

(h) _____ Such liens shall continue for a period of five years from date of delinquency and no longer, unless within such time shall have been filed for the collection of assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit. _____

14. Expenditures Limited to Assessment for Current Year: _____

_____ The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any of the surplus which it may have had on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for utilities, and no such contract shall be valid or enforceable against the Association. _____

ARTICLE IV

Declarant's Reserved Rights

_____ Notwithstanding any provisions contained herein to the contrary, all covenants, conditions, easements and restrictions created under this Declaration shall be subject to the following: _____

ARTICLE IV

COVENANTS AND RESTRICTION AS TO USE AND OCCUPANCY

The Property shall be owned, occupied and used subject to the following covenants and restrictions.

1. General Use. No part of the Property shall be used for any other reason, except for housing and the related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purposes.

2. Obstruction of Common Elements and Unit Maintenance. There shall be no obstruction of the Common areas nor shall anything be stored on the Common areas. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit and the lot. The Association has the authority to perform any maintenance which an Owner fails to complete, after the Owner has been given reasonable notice to complete such maintenance, except in an emergency situation no such prior notice is required, and any time any maintenance must be completed by the Association the Association may seek reimbursement of such expenses from the Unit Owner. The Association is entitled to collect such expenses in the same manner as unpaid assessments.

3. Prohibited Use. No waste shall be committed in the Common Elements. No Unit Owner shall operate any machines, appliance, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others. No Unit Owner shall discard any motor oil or other chemicals into the street drains. Only biodegradable detergent shall be used for car washing.

~~4. Pets, Etc. All pets must be kept subject to rules and regulations adopted by the Board, and provided further that any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days written notice from the Board.~~

~~5. Nuisances. No noxious or offensive activity shall be carried on in any Unit or in the Common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupant, as determined by the Board.~~

4. Owner's Liability. If the act or omission of a Unit Owner, or of a member of his family, household pet, guest, occupant or visitor of such Unit Owner, shall cause damage to the Common areas or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall be responsible for such expense, as determined by the Board.

5. Insurance. Each Unit Owner is responsible for insuring his lot, home and all personal belongings.

6. Owner Responsibility. Each Unit Owner is responsible for the actions, inactions, negligence and conduct of its occupants, guests, invitees and pets.

~~1. Easements of record on the date hereof and any easements which may hereafter be granted by the Declarant;~~

~~2. The Declarant shall have the right to build, construct, re-construct, repair, insure~~

~~and maintain the "Common Area" and the "Community Facilities";~~

~~3. The Declarant shall have the right of ingress and egress over and upon the Premises for any and all purposes directly and indirectly needed for the implementation of the rights described in Paragraph (2) above;—~~

~~4. The Declarant shall have the right to adopt rules and regulations governing the use, maintenance and administration of the "Common Area" and the "Community Facilities", to suspend the use by any member for an infraction of said rules and regulations, and to suspend the use of any member for the period during which any assessment against his Dwelling Unit remain delinquent;~~

~~5. The Declarant shall have the right to improve the "Common Area" pursuant to such plans and specifications as it deems appropriate. The obligation of the Declarant to construct the "Community Facilities" in the "Common Area" is self-imposed and neither the Association nor any owner nor anyone else may indicate to the Declarant in this area. The Declarant shall be the sole judge as to what facilities shall be installed, when the facilities shall be installed, etc.;~~

~~6. All of the common areas shall be utilized and permanently restricted to open space and storm drainage uses, except for structure relating to the recreational uses, utility uses, parking areas, walks and walkways. The common areas shall be conveyed to the Association within 120 days after the recording of the final plat of subdivision or final plat of planned unit development which includes common areas;~~

~~7. The Declarant shall have the right to execute all documents or undertake any actions affecting the "Common Area" and the "Community Facilities" which in the Declarant's sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the Declarant's Rights granted or reserved in this Declaration;~~

~~8. The Declarant shall have the right to designate and/or grant any and all easements which in its sole discretion are deemed necessary for the development of the "Common Area", the "Community Facilities", the "Premises" or the "Proposed Development Area". Said easement shall include but not be limited to easements over, above or under any part of either the "Premises" or "Proposed Development Area" or the "Common Area" which may be granted to either any public utility, any private utility, or any governmental body for the installation of electrical service, or telephone conduit lines, or gas pipes, or sewer pipes, or a water supply system, or a storm drainage system, including a storm detention or retention basin, serving any Dwelling Unit or any "Community Facility";~~

~~9. The Declarant shall have the right to convey any portion of the "Proposed Development Area," the "Premises" or the "Common Area" to the City of Naperville or any public or private utility for development of a water system, or a sewer system. Said City of Naperville, public or private utility shall be entitled to receive title to such portions of the "Proposed Development Area", or of the "Premises" or of the "Common Area" from either the Declarant or such other person or entity may be in title, provided that the facilities to be constructed on any such part of the real property described above shall, among other things, service either the "Proposed Development Area", the "Premises", the "Common Area" or the "Community Facilities". The Association shall have similar powers after conveyance.~~

ARTICLE V
General Provisions

1. Each of the covenants set forth herein shall continue for a period of thirty (30) years from date after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten (10) years unless an instrument signed by **at least** ~~the then Owners~~ of sixty-six (66%) percent of the **Owners** ~~lots in Hobson Village~~ has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part.

2. The covenants herein set forth shall run with the land and bind **all Owners** ~~Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. The Association, through its Board of Directors, shall have the authority to enforce all terms of the Association's governing documents and to pursue any legal or equitable remedies, including seeking a court order to remove or abate any violation, and the Association shall be entitled to reimbursement of any and all attorney's fees and costs incurred to enforce the terms of the governing documents. Declarant, Midam, Inc., or its successor or assign, and each owner of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages.~~

3. Amendment: The provisions of this Declaration, ~~except for those of this Declaration relating to the rights of the Declarant,~~ may be amended by an instrument executed by not less than seventy-five percent (75%) of the ~~Dwelling Unit Owners of each Class A and Class B. In the event the Class B membership has been terminated as herein provided for, there shall be no need for an execution of same on behalf of Class B membership. Notwithstanding the above, the Declarant for a period of five years from the date of the recording of this document, or thereafter until such time as ninety percent (90%) of the Lots and Dwelling Units proposed by the Declarant for the "Proposed Development Area" have been either sold or occupied through an agreement with the Declarant, shall have the right to amend this Declaration by executing a copy of said Amendment to this Declaration and having some recorded with the Recorder of Deeds of DuPage County, Illinois. This right of amendment shall include, without limitation, the right of modification, adding to, subtracting from, enlarging or restricting, eliminating and/or creating or declaring, as it relates to each and every provision of this Declaration. Notwithstanding the foregoing, no amendment affecting the maintenance of streets, sidewalks, common areas, or recreational facilities, or the enforceability of these covenants or affecting the rights of the City of Naperville shall be effective until submitted to and approved by the City Council of the City of Naperville.~~

4. Each Owner of a lot ~~or Dwelling Unit~~ in Hobson Village shall file the correct mailing address of such owner with Hobson Village Community Association and shall notify the Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the

last address filed by such owner with Hobson Village Community Association shall be sufficient and proper notice to such owner wherever notices are required in this Declaration. **An Owner may also consent to receiving notice by acceptable technological means.**

ARTICLE VI

Architectural Controls

It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No building, fence, wall or other structure shall be commenced or erected, nor shall any addition to or changed or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot ~~and approximate cost of such building or other structure~~, and the grading plan and landscape plan of the lot to be built upon shall have been submitted to and approved in writing **by the Association, through its Board of Directors. The Board has the right to request any additional information that may be necessary to consider the request. An Owner shall comply with the process to obtain the Board's approval as provided for within the Association's Rules and Regulations or other duly adopted policy.** ~~Declarant unless specifically waived in writing by the Declarant. The Association, through its Board, Declarant, or its successor or assign, shall have the right to refuse to approve any such construction plans or specifications, grading plans or landscape plan, which are not suitable or desirable, in the opinion of the Board Declarant, or its successor or assign, for aesthetic or other reasons; and in so passing on such construction plans and specification, grading plan or landscape plan, the Board the Declarant or its successor or assign, shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties.~~

Failure by any Owner to strictly comply with this Section and/or the Association's Rules and Regulations or other duly adopted policy regarding architectural control shall allow the Association, through its Board, to take the necessary steps to abate and remove the unauthorized construction.

~~All plans, specifications and other material shall be filed in the office of Midam, Inc., Naperville, Illinois, or its successor or assign, for approval or disapproval. A report in writing setting forth the decision of the Declarant, or its successor or assign, and the reason therefor shall thereafter be transmitted to the applicant by the Declarant, or its success or assign, within thirty (30) days after the date of filing the plans, specifications and other material by the applicant. The Declarant or its successor or assign will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment prior to the submittal of architectural drawings and specifications for approval. In the event: (a) the Declarant, or its successor or assign, fails to approve or disapprove within thirty (30) days after submission, the final plans, specifications and other material, as required in this Declaration or (b) no suit to enjoin~~

~~construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required, and related requirements of this Declaration shall be deemed to be complied with.~~

ARTICLE VII **Community Facilities**

The Association shall have all of the Declarant's powers, duties and obligations after the conveyance of all common properties as outlined herein **but it shall in no way be considered a successor** of by the Declarant.

ARTICLE VIII **Definitions**

~~Common Areas—all areas, indicated on final plats of subdivision or final plats of planned unit development as 'common areas' and all other real property owned by the Hobson Village Community Association for the common use and enjoyment of the owners.~~

ARTICLE VIII **Representations**

It is understood by and between the parties hereto that the covenants, conditions and restrictions herein are further intended to inure to the benefit of the City of Naperville and it is specifically provided as follows:

1. That the City of Naperville and the Naperville Fire Protection District are hereby granted a perpetual easement, right and privilege to enter upon the real estate herein for the purpose of providing police and fire protection services, and to enforce police, fire, traffic, and safety regulations.

2. Upon the failure of the Association to perform any of its maintenance duties or other obligations relating to the Common Area Properties, then the City of Naperville, upon reasonable notice, shall have the right to enter upon the property in question to correct or eliminate nuisances or violations resulting from such failure to exercises maintenance responsibilities by either the Owner or the Association, as the case may be. The cost of such work shall be a lien against the property in question and shall be assessed against the Owner of said property or Association, as the case may be, and the City of Naperville shall also have the right to file suit against the Owner and/or the Association, as the case may be, in any court of competent jurisdiction to recover for costs of such work, and all reasonable attorneys' fees and costs incurred in connection with such work and court actions. The foregoing remedy shall not be exclusive and the City shall have the right to enforce compliance with the covenants, conditions and restrictions herein by any other remedy provided at law or in equity. All costs, including reasonable attorneys' fees, incurred in connection with such enforcement shall be paid by the offending owner or Association, as the case may be.

~~IN WITNESS WHEREOF, the parties hereto have set their hands the day and date first~~

~~above written.~~

~~HOBSON VILLAGE COMMUNITY ASSOCIATION~~

~~an Illinois not-for-profit corporation~~

By: _____

President _____

Attest: _____

Secretary _____

STATE OF ILLINOIS _____)

_____)

COUNTY OF DUPAGE _____)

_____, I, THE UNDERSIGNED, A Notary Public in and out for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____, and _____, of Hobson Village community Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary respectively, appeared before me this day in person and acknowledge that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Association, for the uses and purposes therein set forth.

_____, Given under my hand and official seal, this _____ day of _____, 2003.9+

NOTARY PUBLIC

Exhibit A
LEGAL DESCRIPTION

Hobson Village, consisting of all of the real property described as follows: Lots 1 through 111 inclusive of Hobson Village Unit 1, being a subdivision of part of the east half of Section 19 and part of the west half of Section 20, Township 38 North, Range 10, East of the Third Principal Meridian, in Lisle Township, DuPage County, Illinois, according to the final plat of subdivision recorded on June 6, 1975 as Document No. R75-25941 in the office of the Recorder of Deeds of DuPage County, Illinois, and Lots 274 through 281 inclusive of Hobson Village Unit 1 Resubdivision of Lot 32 of Hobson Village 1. Being a subdivision of part of the east half of Section 19 and part of the west half of Section 20, Township 38 North, Range 10, East of the Third Principal Meridian, in Lisle Township, according to the plat thereof, recorded June 6, 1975 as Document Number R75-25341 in DuPage County, Illinois, according to the plat of resubdivision recorded on March 23, 1976 as Document No. R75-16682 in the office of the Recorder of Deeds of DuPage County, Illinois; together with:

Lots 116 through 201 inclusive of Hobson Village Unit 2, being a subdivision of part of the east half of Section 19, Township 38 North, Range 10, east of the Third Principal Meridian, in Lisle Township, DuPage County, Illinois, according to the final plat of subdivision recorded on November 3, 1975 as Document No. R75-60307 in the office of the Recorder of Deeds of DuPage County, Illinois; and together with:

Lots 202 through 273 inclusive of Hobson Village Unit 3, being a subdivision of part of the east half of Section 19, Township 38 North, Range 10, East of the Third Principal Meridian, in Lisle Township of DuPage County, Illinois, according to the final plat of subdivision recorded on October 7, 1975 as Document No. R75-54526 in the office of the Recorder of Deeds of DuPage County, Illinois; and also together with:

Lots 282 through 334 inclusive of Hobson Village Unit 4, being a subdivision of part of the west half of Section 20, Township 38 North, Range 10, East of the Third Principal Meridian, in Lisle Township, DuPage County, Illinois, according to the final plat of subdivision recorded on June 4, 1976 as Document No. R76-34779 in the office of the Recorder of Deeds of DuPage County, all being a part of Section 19 and Section 20 in Lisle Township, DuPage County, Illinois.

