

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WEAVER LANDING

BATAVIA, ILLINOIS

THIS INSTRUMENT PREPARED BY:

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WEAVER LANDING

Batavia, Illinois

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 23 day of May, 1997,
by DE PAULO BUILDERS, INC., hereinafter called Declarant,

WITNESSETH

WHEREAS, Declarant is the owner of the real property known as Weaver
Landing, as legally described in Article I of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property to the
conditions, covenants, and restrictions hereinafter set forth, each and all of which is and
are for the benefit of the property and each owner thereof, and shall inure to the benefit of
and pass with said property;

NOW, THEREFORE, Declarant 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 conditions, covenants, and restrictions (hereinafter collectively
referred to as "Covenants") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

This real property which is, and shall be, held, transferred, sold, conveyed, and
occupied subject to the covenants set forth herein is located in the City of Batavia, Kane
County, Illinois and is more particularly described in Exhibit A, attached hereto and made

a part hereof, all of which real property is hereinafter referred to collectively as “Weaver Landing.”

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subjected to the covenants hereby declared to insure proper use and appropriate development and improvement of Weaver Landing and every part thereof; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazardous and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures to maintain the common area; and in general to provide adequately for the highest type and quality of improvement in Weaver Landing; and to insure desired high standards of maintenance and operation of community facilities and services benefited to all owners of property by maintaining and promoting the desired character of the entire Weaver Landing development and convenience to all residents.

ARTICLE III

DEFINITIONS

BUILDING. Any structure having a roof, supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel.

BUILDING HEIGHT. The vertical distance as allowed and measured under the Ordinances of the City of Batavia in effect at the time of application for building permit.

COMMON AREA. All of that part of the premises which have been platted as Outlots and Public Sidewalk Easements on the final plats of subdivision of Weaver Landing.

FAMILY. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than two (2) person not all so related, maintaining a common household in a building.

ARTICLE IV

GENERAL RESTRICTIONS

1. LAND USE AND BUILDING USE. All lots in Weaver Landing shall be used for private residence purposes only, and no building, excepts as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, or maintained thereon, except one dwelling designed by a licensed architect and erected for occupancy by one family. Such other detached-accessory buildings may be erected in such manner and location as permitted by the City of Batavia Code in existence at the time the improvement is to be made.

2. BUILDING HEIGHT. No dwelling shall be erected, altered or placed which is more than two and one-half stories or 35 feet in height, whichever is lesser, per Batavia code, as amended from time to time.

3. DWELLING QUALITY AND SIZE. It is the intention and purpose of these covenants to assure that all dwellings shall be of a quality of design, workmanship, and materials permitted by the City of Batavia. All dwellings shall be constructed in

accordance with the applicable governmental building code and with more restrictive standards that may be required by these covenants, including but not limited to:

- a) All single story dwellings and have at least 2000 square feet of living area;
- b) All "true" first floor master bedrooms with full private master baths besides the powder room with additional bedrooms on the 2nd floor must have at least 2400 feet of living area. All multilevel dwellings must have at least 2650 feet of living area.
- c) Siding shall be comprised of all wood, all dryvit, all brick, or any combination thereof. Aluminum siding shall not be permitted, except for soffits and fascia. All wood shall be understood to mean wood siding, or composite wood, such as omni board or L.P. or other such materials of equal or better quality.
- d) Decks and patios as approved by the City of Batavia.
- e) All roofing must exceed a standard 3 TAB asphalt or fiberglass. Roof appearance must be a least a raised dimensional shingle or other as accepted by the Architectural Review Committee.
- f) All dwellings to have at least a two and one-half car attached garage. Although three car garages are encouraged, side load angled or other designs that can help eliminate a straight front load garage is also encouraged.
- g) Seed or sod entire lot within 4 months of occupancy permit. Additional plantings will be required.
- h) Hard surface driveways: asphalt, concrete, brick pavers, etc. is required.

4. LOCATION ON LOT. No building shall be located on a lot nearer to the front line, or a side lot line adjoining a street, than the minimum setback shown on the recorded plat of subdivision of Weaver Landing.

5. HOME OPERATIONS, NUISANCES, AND LIVESTOCK. Except for Declarant, no gainful occupation or profession, or other nonresidential use, shall be conducted on property or in any building located in Weaver Landing. In home offices, limited to phone, fax machines, computers, copiers, etc., may be allowed subject to the governing ordinances of the City of Batavia so long as no disturbances occur that would disrupt the tranquillity of the neighbors/neighborhood. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats over four months of age, shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves is permitted if allowed by the City of Batavia. No satellite dishes allowed unless under 20" and only if inconspicuous. The use of any garage, driveway, or parking area as a parking space for commercial vehicles is prohibited. Outside overnight parking of any boat, trailer, etc., is prohibited, excepting cars parked in the driveway for the residences and occasional overnight guests. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of any vehicles or boats or trailers.

6. PLANT DISEASES OR NOXIOUS INSECTS. No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

7. TEMPORARY STRUCTURE. No trailer, basement of an uncompleted building, tent, shack, garage, barn, and no temporary building structure of any kind shall be used at any time for a residence either temporary or permanent.

8. ARCHITECTURAL CONTROLS. No building, fence, wall, or other structure shall be commenced, erected, or maintained, nor shall any additional to or change 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 plat of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee. To preserve the beauty and natural character of Weaver Landing, chain link fencing shall not be permitted. Other fencing may be permitted provided that the property owner has first submitted a fence plan for review by the Architectural Review Committee. The Architectural Review Committee shall have the right to refuse or approve any such construction plans or specifications, grading plan, or landscape plan, which are not suitable or desirable, in the opinion of the committee, for aesthetic or other reasons; and in so passing upon construction plans and specifications, or fence, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. Each lot shall be sodded or seeded within 4 months of the date of the issuance of an occupancy permit at, temporary or permanent, from the governmental agency having jurisdiction over the subject property. In no instance shall a building of a design exactly the same as any other in Weaver Landing be permitted by the Architectural Review Committee. It is understood and agreed that the purpose of architectural controls

is to secure an attractive harmonious residential development having continuing appeal. Once a plan, whether architectural or landscaping, is approved, it may not be changed without further Committee approval.

9. MAINTENANCE OF PARKWAYS. The owners of lots in Weaver Landing shall be responsible for the maintenance of parkways located between their lot lines and edges of street pavements on which said lots face or adjoin.

10. DEVIATIONS BY AGREEMENT WITH DECLARANT. Declarant hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the covenants set forth in this Article IV, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining real property in Weaver Landing.

As long as the Declarant is the Architectural Review Committee all decisions of any kind will be final. Any formal disagreements, arbitration, law suits, etc., will be paid for by the submitter disagreeing with the Declarant. All fees of any kind incurred by the Declarant involved with defending any formal disagreements, arbitration, law suits, etc., will be fully paid for by the party submitting the same.

ARTICLE V

1. CREATION. The Architectural Review Committee is hereby created. It consists of the Developer, Joseph A. De Paulo. In the event of death, resignation, or disqualification of any member of the Committee, Joseph A. De Paulo shall designate a successor. Upon Joseph A. De Paulo no longer being a member, the Weaver Landing

Homeowners Association shall elect a successor. The homeowners association shall indemnify, defend, and hold the Architectural Review Committee and each of its members harmless from and against any claims, awards or settlements made against said committee or any of its members, including court costs and reasonable attorney's fees.

2. PROCEDURE. All plans, specifications, and other material shall be filed in the office of the Association, for referral to the Architectural Review Committee. The Architectural Review Committee's approval or disapproval on matters required by this Declaration shall be final. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Architectural Review Committee within 30 days after the date of filing the plans, specifications, and other material by the applicant. The Architectural Review Committee 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, if any variations from the basic guidelines are sought.

In the event: (a) the Architectural Review Committee fails to approve or disapprove within 30 days after submission, the final plan, specifications, and other material, as required in this Declaration; or (b) no suit to enjoin constructions has been filed within 30 days after commencement of such construction, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with. Plans for specifications and materials for landscaping may be submitted within 30 days of issuance of Certificate of Occupancy.

ARTICLE VI

WEAVER LANDING HOMEOWNERS' ASSOCIATION

1. CREATION AND PURPOSES. There shall be formed an Illinois not-for-profit corporation to be known as the Weaver Landing Homeowners' Association (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all property in Weaver Landing reserved by the Declarant for the common use of all residents and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Weaver Landing.

2. INTERIM MANAGEMENT. The affairs of the Association shall be managed by the Declarant with all of the powers set forth herein below until such time as the Declarant shall formally turn over the affairs of the Association to the voting members which shall occur at such time as the Declarant shall designate but no later than thirty (30) days after seventy-five percent (75%) of the lots are sold and occupied.

3. MEMBERSHIP AND VOTING. De Paulo Builders, Inc., its successors and assigns and every record owner of a fee simple interest in Weaver Landing shall become a member of the association and each such member, including De Paulo Builders, Inc., shall be entitled to one vote on each matter submitted to vote of members for each lot owned by him or it, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Membership is appurtenant to and shall not be separate from the ownership of a lot. Thus, a membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a lot in Weaver Landing at which time the new owner shall

automatically become a member of the Homeowners' Association.

Each member of the Association shall be bound by and shall observe the terms and provisions of this Declaration, the articles of incorporation, and by-laws of the Association, and the rules and regulations promulgated from time to time by the Association or its board of directors.

4. POWERS AND DUTIES OF THE HOMEOWNERS' ASSOCIATION.

The Homeowners' Association shall have a perpetual duty to be responsible for the maintenance and repair of the common area and the storm water management facilities located thereon, the subdivision entrance monument, signs, and landscaping located in entrance rights-of-way in Weaver Landing. The Association shall mow, care for, remove rubbish, water, and plant grass, shrubs, trees, and/or flowers in and upon said property of the Association.

Declarant shall cause the storm water management facilities to be built according to the plans and specifications approved by the City of Batavia. The association agrees that the facilities and the entire drainage system will at all times comply with all current applicable provisions of the City Code of the City of Batavia and with the plans and specifications referred to above, including maintaining depths and bank slopes as set forth upon said plans. The Association shall maintain said storm water management facilities, all overland flood routes and the property's entire drainage system in good order and repair at all times so that said facilities at all times will properly carry out the functions for which it was designed including assuring they function as hydraulically and hydrologically planned and will at all times attempt to be maintained free from algae and

other aquatic vegetation. The Association shall maintain all planted vegetation existing or installed by Declarant.

The homeowner's association shall have the perpetual duty and obligations to assess its members on a yearly basis for a prorated share of the cost to maintain the detention/retention areas as well as for a prorated portion of any real estate property taxes which become due and payable on detention/retention parcel.

The Association, as Licensor, its successors in title and assigns hereby grant to the City of Batavia, and its successors and assigns, a license with a full and free right and authority to come on to the property from time to time as Licensee at its discretion deems necessary for the purpose of inspecting said facilities to determine Licensor's compliance with the terms hereof. If, in judgment of the Licensee, said facilities have not been properly maintained or repaired, Licensee shall notify Licensor of said noncompliance. If the maintenance or repairs set forth in said notice are not completed within thirty (30) days or commenced within thirty (30) days, and progressing with diligence thereafter, Licensee shall have the right but no the obligation to enter upon Licensor's land and to take all steps necessary to bring said facilities into good order and repair and into compliance with all applicable regulations.

In the event that Licensee determines that Licensor's noncompliance has created an emergency situation likely to cause immediate harm, damage or danger to surrounding public or private property or to the public health, safety, comfort, morals, or welfare, Licensee shall have the full and free right and authority to enter upon the property and take all steps necessary to correct such emergency situation. Licensor expressly agrees to indemnify, save and hold the City of Batavia, its agents and

employees, and all other persons or entities acting at the direction of said City, harmless from and against every claim, demand, liability, loss, cost, charge, counsel fee, expense, suit, order, judgment and adjudication, and any and all liability therefore, sustained or incurred by Licensee in any case where the person or property of another (including, but not limited to those persons residing on the property) has been damaged due to conditions existing on the property relative to said storm water management facilities.

Licensee expressly disclaims responsibility and liability for and makes no warranties or guarantees regarding the storm water management facilities' viability, efficiency, operation or fitness for the purpose for which said facilities are intended; further, Licensee expressly disclaims responsibility and liability for said facilities' safety measures and for all damages arising from any failure of said safety measures.

The individual owners of the lots created by the Final Plats of Subdivision, or their heirs, assigns, or successors in interest, shall be jointly and severally liable for all costs incurred by the City of Batavia in performing such work, plus an additional ten (10%) percent and any reasonable attorney's fees connected with the collection of such costs. The City of Batavia actual costs to perform any necessary work, as determined by the City of Batavia, plus ten (10%) and attorney's fees will constitute a lien against the individual lots, which lien may be foreclosed by the action brought by or on behalf of the City of Batavia against any or all of the lots created by the Plats of Subdivision.

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

The Association shall defend and hold harmless the Declarant and the members of the Board of Directors and Officers in the execution of their duties where same are undertaken with the use of ordinary business judgment.

5. MEETINGS. The initial meeting of the voting members shall be held upon ten days' written notice given by the Declarant. Such written notice may be given at any time after a least thirty-four percent of the homes are occupied, but must be given not later than thirty days after ninety percent of the lots are sold and seventy-five percent of the homes are occupied. Thereafter, there shall be an annual meeting of the voting members as provided in the Association by-laws.

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 Association. Special meetings shall be held as provided in the Association by-laws.

The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act, the Articles of Incorporation of the Association, or the By-Laws of the 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 a majority of the total votes present at such meeting.

6. BOARD OF DIRECTORS. The affairs of the Association shall be

managed by a board of directors. At the initial meeting of the voting members, a board of directors shall be elected. Members of the board elected at the initial meeting shall serve until the first annual meeting. The by-laws of the Association shall set for 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.

The voting members having a least sixty-six percent of the total votes may from time to time increase or decrease such number of persons on the board or may increase the term of office of the board of members, provided that such number shall be not less than three and that the terms of at least one-third of the persons on the board shall expire annually.

Members of the board shall receive no compensation for their services, unless expressly allowed by the board at the direction of the voting members having eighty percent of the total votes.

The board shall elect from among its members the following officers:

- a) A president who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the board.
- b) One or more vice-presidents who shall assume the duties of the president if the president is unable to fulfill his duties.
- c) A secretary/treasurer who shall keep the minutes of all the meetings of the board and of the voting members and who shall perform all the duties incident to the office of secretary and who shall keep the financial records and books of account.

The board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-laws of the Association.

The members of the board and the officers thereof shall not be liable to the Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Association shall indemnify and hold harmless the Declarant, members of the board, and the officers thereof against all contractual liability to others arising out of contracts made by them.

In the event of any disagreement between any members of the Association relating to the use or operation of the common property or any question or interpretation or application of the provisions of this Declaration or the by-laws of the Association, the determination thereof by the board shall be final and binding on each and all such members of the Association.

ARTICLE VII

MAINTENANCE ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. The Declarant, for each lot owned by it in Weaver Landing, hereby covenants that each owner of a lot in Weaver Landing by acceptance of a deed or other document of conveyance therefore, 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 Association regular assessments or charges and special assessments for capital improvements as provided herein. Such assessments shall be fixed, established, and collected from time to 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 assessments, 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.

2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of the residents of Weaver Landing and in particular, but not limited to the operation, maintenance, and repair of the common elements, storm water management facilities, subdivision entrance monument and landscaping and maintenance of the common area, and bridge.

3. BASIS OF REGULAR ASSESSMENTS. Until the year beginning January 1, 1999, the regular annual assessments shall be \$250.00 per lot. From and after January 1, 1999, the regular annual assessment may be increased or decreased by a vote of the board of directors of the Association, as hereinafter provided, for the next succeeding year and at the end of that year for each succeeding year.

The board of directors of the Association may, at any time, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at an amount lesser than that previously set for that year.

The Association shall provide an assessment annually to cover the cost of maintaining the detention/retention areas as well as for any real estate taxes which become due and payable on all detention/retention parcels.

4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the regular assessment authorized by Paragraph 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the

purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of the subdivision, storm water management facilities, entrance monument and landscaping, provided that any such assessments shall have the assent of sixty-five percent of all the members of the Association, at a meeting duly called for this purpose.

5. CHANGE IN BASIS OF REGULAR ASSESSMENTS. Subject to the limitation of paragraph 3 hereof, and for the periods therein specified, the Association may change the maximum and basis of the regular assessments fixed by paragraph 3 hereof prospectively for any such annual period provided that any such change shall have the assent of sixty-five percent of the vote of the members of the Association, at a meeting duly called for this purpose.

6. DUTIES OF THE BOARD OF DIRECTORS. The board of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any owner.

Written notice of the assessment shall thereupon be sent to every owner subject thereto.

The Association shall upon demand at any time furnish to any owner liable for said assessments a certificate in writing signed by an officer of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive of

payment of any assessment therein stated to have been paid.

7. EFFECT OF NON-PAYMENT OF AN ASSESSMENT. If the assessments are 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 attorney's fees thereof as hereinafter provided, thereupon becoming a continuing lien on the property and an equitable charge running with the land which shall bind upon property in the hands of then owner, his heirs, devisees, personal representatives, assigns, successors, and grantees. The personal obligation of 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.

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 Association may bring an action at law against the owner personally obligated to pay the 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 judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with all costs of the action. The venue for all actions at law shall be in

Kane 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 Association, the trustees shall furnish the Association with a certified copy of the trust agreement so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

8. SUBORDINATION OF THE LIEN TO MORTGAGE. The lien of the assessment provided for herein may for any reason be subordinated by the 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 arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of 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 of the owners since it runs with the land and is in existence before commencement of ownership interests.

9. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein;

- a) all property to the extent of any easement of other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b) all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption;
- c) all property or lots owned by the Declarant.

ARTICLE VIII

RESPONSIBILITY OF OWNER

1. LOT MAINTENANCE. Each owner of a lot in Weaver Landing shall provide at his own expense all of the maintenance, decorating, repairs, and replacement on his own lot and keep same in good condition. In the event that the lot owner fails to keep his lot in good condition, the Association shall do any work necessary to put the lot in good condition. The Association shall assess the owner of the lot for the cost of the work subject to the imposition of a lien in accordance with these covenants.

2. NOTICE TO BUYERS. Each owner of a lot in Weaver Landing shall give notice to any purchaser before signing any contract of sale, of the existence of these covenants and the homeowners association created hereunder.

ARTICLE IX

DECLARANT'S RESERVED RIGHTS

1. EASEMENTS. Notwithstanding any provision 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.

2. GENERAL RIGHTS. The Declarant shall have the right to execute all documents or undertake any actions affecting Weaver Landing 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.

ARTICLE X

AMENDMENTS

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, signed by owners having at least sixty-six percent (66%) of the total vote, and certified by the secretary of the board of directors, provided, however, that all lienholders of record have been notified either by personal service or mailing by certified mail of such change, modification, or rescission, and an affidavit by said secretary certifying to same as a part of such instrument.

The provisions of the covenants and declarations relating to stormwater obligations shall not be amended, modified, or abrogated without the City of Batavia's prior written approval.

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 Kane County, Illinois.

ARTICLE XI

GENERAL PROVISIONS

1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the owners of lots in Weaver Landing full

enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Association, or the owner of any lots subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots has been recorded agreeing to the change said covenants and restrictions in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance if the effective date of such change and unless written notice of the proposed agreements is sent to every lot owner at least ninety days in advance of any action taken.

2. NOTICES. Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent with mail postpaid to the last know address of the person who appears as the lot owner on the records of the Association at the time of such mailings.

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 all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed 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 in any mortgage or trust deed or other evidence of obligation, to the rights described in this

Article or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, 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.

These Declarations of Covenants and Restrictions for Weaver Landing may not be terminated without prior written consent of the City of Batavia nor may they be amended in any manner which will effect the duties of the Association or the rights of the City of Batavia for the maintenance and repair of the common area and the storm water management facilities located thereon without the prior written consent of the City of Batavia.

4. LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a uniform plan for the operation of a fine community.

5. ENFORCEMENT. Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Declarant, the Association, or any owner of a lot in Weaver Landing to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

6. SEVERABILITY. Invalidation of any one of these covenants or restrictions of judgment or court shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, DE PAULO BUILDERS, INC., hereto has caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed and to affix its corporate seal on this 23 day of MAY, 1997.

DE PAULO BUILDERS, INC., an Illinois Corporation

By: Joseph De Paulo
Joseph De Paulo, President

Attest: Deborah A. De Paulo
Deborah A. De Paulo, Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF KANE)

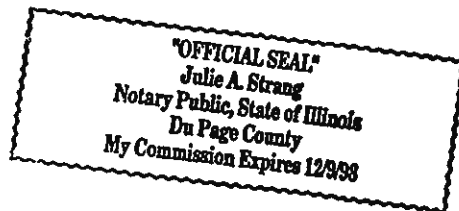
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOSEPH DE PAULO personally known to be the President of DE PAULO BUILDERS, INC., an Illinois corporation, and DEBORAH A. DE PAULO, personally know to me to be the Secretary of said corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledge that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER my hand and official seal, this 23 day of May, 1997.

Julie A. Strang
Notary Public

Commission Expires:

PREPARED AND MAIL TO:
James E. Saloga, Attorney
P.O. Box 359
Naperville, IL 60566



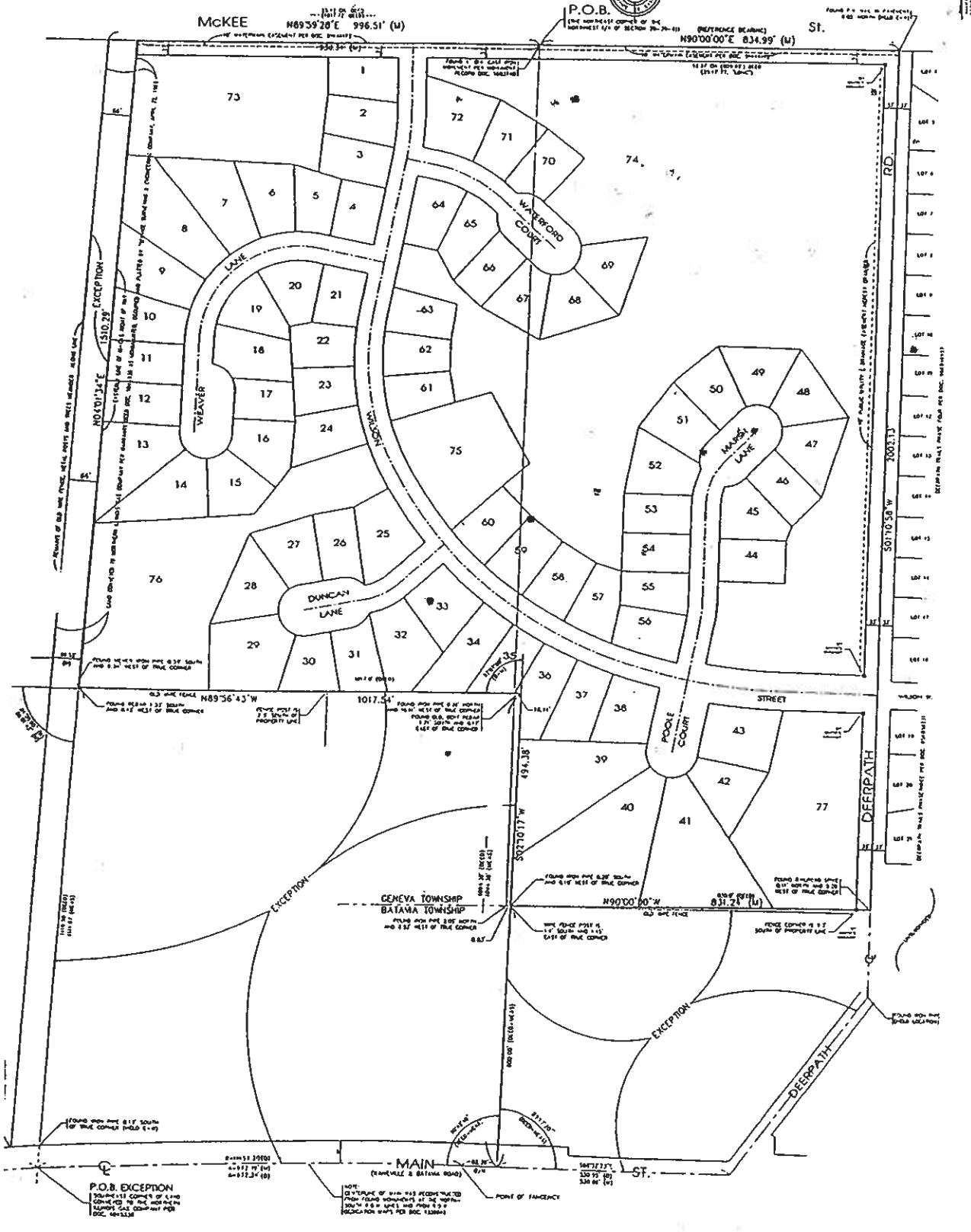
LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- ROAD CENTERLINE
- SECTION LINE
- 1" OUTSIDE DIMENSION FROM P.P.T.
- 1" DIMENSION

FINAL PLAT OF SUBDIVISION WEAVER LANDING

CITY OF BATAVIA, KANE COUNTY, ILLINOIS

BEING A SUBDIVISION OF PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 4 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF BATAVIA, KANE COUNTY, ILLINOIS.



25-06-02 3-13-07 1" = 100' 1 OF 4	DRAWN BY: [Blank] CHECKED BY: [Blank]	Prepared By: COMPASS Land Surveying and Mapping 1000 Shore Road, Suite E, Naperville, IL 60563 630/961-6880 FAX: 630/961-5071	REVISIONS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th>NO.</th><th>DATE</th><th>BY</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>	NO.	DATE	BY										DATE: [Blank] BY: [Blank]
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