

August 6, 1993

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS,
RESERVATIONS, EQUITABLE SERVITUDES, GRANTS AND EASEMENTS

FOR

CAMELOT WOODS

The undersigned, CAM Development, Inc., an Illinois Corporation, (hereafter sometimes called the "Developer") being the owner of the land described within the Final Plat of Subdivision for Camelot Woods recorded in the Will County Recorder's Office on August 3, 1993 as Document No. R93-65743 and described as follows, to-wit:

CAMELOT WOODS

THAT PART OF THE NORTHEAST QUARTER OF SECTION 33, IN TOWNSHIP 35 NORTH, AND IN RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 89 DEGREES 29 MINUTES 23 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER 1960.00 FEET; THENCE SOUTH 32 DEGREES 45 MINUTES 05 SECONDS WEST 175.26 FEET; THENCE SOUTH 55 DEGREES 45 MINUTES 11 SECONDS EAST 60.00 FEET; THENCE SOUTH 32 DEGREES 45 MINUTES 05 SECONDS WEST 200.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF CAMELOT ROAD, ACCORDING TO THE PLAT OF CAMELOT UNIT ONE RECORDED DECEMBER 21, 1965 AS DOCUMENT NO. R65-11966; THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF THE EAST LINE OF LOT 97 IN SAID CAMELOT UNIT ONE; THENCE NORTH 1 DEGREES 46 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE 111.58 FEET TO THE NORTH LINE OF SAID LOT 97; THENCE SOUTH 88 DEGREES 14 MINUTES 00 SECONDS WEST ALONG SAID NORTH LINE 140.00 FEET TO THE WEST LINE OF THE AFORESAID NORTHEAST QUARTER; THENCE NORTH 1 DEGREES 46 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 332.50 FEET TO THE POINT OF THE BEGINNING; ALSO THAT PART OF THE AFORESAID NORTHEAST QUARTER DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 313 IN CAMELOT UNIT THREE ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 31, 1973 AS DOCUMENT NO. R73-26694: THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID CAMELOT UNIT THREE TO THE SOUTHERLY LINE THEREOF; THENCE SOUTH 25 DEGREES 45 MINUTES 18 SECONDS EAST ALONG THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE OF CAMELOT UNIT THREE 100.00 FEET; THENCE NORTH 57 DEGREES 44 MINUTES 24 SECONDS EAST 210.00 FEET: THENCE

NORTH 25 DEGREES 45 MINUTES 18 SECONDS WEST 110.00 FEET; THENCE NORTH 55 DEGREES 50 MINUTES 52 SECONDS EAST 766.75 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF AFORESAID CAMELOT ROAD; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. Containing 20.170 acres more or less. (PIN: 06-33-200-001; 06-33-200-05; 06-33-200-006 – covers this and other property).

and hereafter sometimes referred to as the “Subdivision” hereby incorporates this instrument in said plat and make the same a part thereof.

WITNESSETH:

A. The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines are hereby imposed on Lots 1 to 32 inclusive, in the above-described “Camelot Woods”, and shall be considered as running with the land and shall be binding upon the respective owners of said Lots, their heirs, executors, administrators, successors, grantees, lessees and assigns:

*Single
Family
Residential
Buildings*

Only (1) Only one residential building shall be erected or allowed to exist upon any of the aforesaid lots in Camelot Unit 5 and said residential building shall be used or occupied as a single family dwelling only none of said lots, as originally platted and subdivided on the attached plat, shall be divided or resubdivided except for the purpose of combining portions thereof with an adjoining lot or lots, provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprised the whole of one of said lots (as originally platted and subdivided) and a part or parts of one or more adjoining lots shall, for all purposes of this Declaration, be deemed to constitute a single lot upon which only one residential building may be erected, constructed or allowed to exist.

Said building on said premises or any part or portion thereof shall be used or occupied for single family, private residential purposes exclusively and shall never be used or occupied for multi-family, trade, commercial, business or agricultural purposes of any kind or nature.

The non-permissive uses prohibited above shall include but shall not be limited to, the use of the premises for apartment dwellings, hospitals, sanitariums, rest homes, nursing homes, hotels, beauty shops, motels and boarding houses or for the storing of commercial equipment or materials or for professional offices or business or for professional

purposes. Such non-permissive uses prohibited above shall not be established as incidental to any single family use on the premises. No room or rooms in any residence or part thereof shall be rented or leased and no paying guests shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of an entire residence as a single unit to a single family.

Anything herein to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the Developer or its assignees or successors from erecting a single family residential building or buildings on any lot or lots in the Subdivision and using and maintaining such buildings as a sales office, model homes, business office, storage area, construction area for the purposes of the development and sale of the lots or homes in the Subdivision.

*Mandatory
Approval
Of House
Plans and
Right of*

Committee (2) Before anyone shall commence the construction, reconstruction, erection, remodeling, addition to, alteration or placing of any building, fence, wall, structure or improvements whatsoever on any of said lots in said Subdivision, there shall be submitted to the Architectural Committee (hereinafter defined and for convenience sometimes referred to as the "Committee") two (2) complete sets of construction plans for such building or structure, which plans shall include drawings, specifications, exterior elevations, construction materials, finished ground elevation (foundation grade or elevation in relation to the grade of the crown of the street), a site plan showing location of the buildings, fences, gas or electric yard light, and other structures upon the lot (all of which for convenience area herein referred to as the "construction plans") and no such building, fence, wall improvement or structure shall be erected, constructed, reconstructed, remodeled, added to, altered or placed upon any lot in said subdivision unless and until said complete construction plans, including but not limited to the site plan and foundation grade and elevation, finished ground elevation and location of any building with respect to the topography of the land, have received written approval of the Architectural Committee as herein provided, within thirty (30) days after said complete construction plans have been submitted to it, the Committee shall in writing notify the owner of the lot for which said construction plans are proposed of its approval or disapproval of said construction plans, the date of mailing or personal delivery of such notice to be deemed to be the date of such notice. Anything herein to the contrary notwithstanding a recording in the office of the Recorder of Deeds of Will County of any such notice disapproving said construction plans or disapproving of the construction of any such building, improvement or structure commenced prior to approval by the Committee of such building shall be sufficient notice to the owner and all persons of such non-conformity and shall preserve the right of the Committee, the Developer, and the owner of any lot in the Subdivision of file suit to enjoin the construction of said building, improvement or structure, and the removal of any portions thereof which may have been commenced, which said right to file suit, shall extend for one hundred twenty (120) days

after the date of filing of said notice. If the Committee shall fail to give such notice of approval or disapproval within thirty (30) days after said complete construction plans have been submitted to it, and if no action shall have been instituted by the Committee or the Developer or any lot owner to enjoin the construction of the proposed building or structure, it shall be presumed that the Committee has approved such proposed construction plans.

Any suit filed by the Developer, the Committee or the owners of any lot in the Subdivision to enjoin the erection or construction of any building or structure not conforming fully to the requirements of this subparagraph (2) or any other of these restrictions shall be timely if filed within one hundred twenty (120) days after the date the non-conforming owner shall have been notified of such default, provided such notice shall have been given within fifteen (15) days after discovery of said non-conformance.

The height, ground elevation or grade of the top of each and every foundation, basement, crawl space or base walls for buildings constructed in the Subdivision and the final grading plans shall be as established by the Architectural Committee and as set forth in the Engineering Plans for this subdivision as prepared by Geotech, Inc.

Prior to commencement of construction the owner of said lot shall, at his expense, have said lot surveyed by an Illinois registered surveyor or professional engineer and the elevation and location of the proposed structure designated, and said elevation must be approved by the Committee or its authorized agent prior to the commencement of construction.

The Committee shall have the unrestricted right to prevent the building of and to disapprove of any construction plans submitted to it as aforesaid if, in the sole opinion of the Committee:

- a. Such construction plans are not in accordance with all of the provisions of this Declaration and the provisions of the Engineering Plans; or,
- b. If the design, exterior and interior size, exterior shape, exterior construction materials or color schemes of the proposed building or other structures is not in harmony with the adjacent building or structures; or,
- c. If such construction plans as submitted are incomplete; or,
- d. If the Committee deems the construction plans or any part thereof or any material used on the exterior of the building or the finished ground elevations of the foundation or the location of the building with respect to the topography of the land to be contrary to the spirit or intent of these conditions and restrictions, or contrary to the interest, welfare or rights of all or any part of the real property, subject hereto, or the owners thereof, or of the adjacent property owners, all in the sole and uncontrolled discretion of the Committee; or,
- e. If the Committee shall, within its sole and unlimited opinion and discretion, deems the construction plans or any part thereof of the building or structure to be unacceptable or of such design or proportions, or to be constructed of such unsuitable

materials or exterior color schemes as shall depreciate or adversely affect the values of other building sites or building in the Subdivision.

The decisions of the Committee shall be final. Neither the Developer nor any architect or agent of the Developer nor any member of the Committee shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for any structural or other defects in any work done according to such construction plans. From and after the date of this agreement and until ten (10) years after the date of this Declaration, the number of members of the Architectural Committee shall be determined from time to time by "The Developer" or its successor, assignee or any person whom it may in writing appoint and the members thereof shall be appointed by said "Developers", or its successor, assignee or appointee. From and after ten (10) years after the date of this Declaration, the number and members of the Committee shall be determined by a majority vote of the owners of all the lots of this Subdivision. If, at any time within ten (10) years after the date hereof, "The Developer" or its appointee, assignee or successor shall expressly relinquish or refuse to exercise its power to determine the number and members of the Architectural Committee, the number and members of the Committee shall be determined by the majority vote of the owners of all the lots of this Subdivision.

Minimum

Living Area (3) In addition to all other requirements in this Declaration, residences erected in the lots in this Subdivision shall be as follows, and no such residence shall be erected or allowed to exist which does not conform to the following requirements:

(a) A one story residence shall contain at least 1600 square feet of living area, exclusive of garage, breezeway, porches and basement.

(b) A one and one-half story residence shall contain at least 1600 square feet of living area on the first floor exclusive of garage, breezeway, porches and basement.

(c) A multi-level, split-level, bi-level, tri-level, or staggered level residence must contain at least 2200 square feet of living area exclusive of garage, breezeway, porches and basement.

(d) A two story residence shall contain at least 1100 square feet of living area on the first floor and shall contain a total living area of not less than 2200 square feet exclusive of garage, breezeway, porches and basement.

It is specifically declared that although a residence sought to be erected on any lot in this subdivision may conform to or exceed the minimum square foot living area requirements set out in this Subparagraph, such residence may not conform to all of the requirements of subparagraph (2) above and the Architectural Committee may otherwise disapprove of such construction plans based upon the provisions of the said subparagraph (2) above.

*Two Car
Attached Garage*

Required (4) As appertinent to the residential building permitted herein and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two standard size American made automobiles shall be constructed or erected and maintained, which garage must be either attached to such residential building as an integral part thereof, or attached thereto by an enclosed breezeway. Such garage shall not be used at any time as a residence, whether temporarily or permanently. Such garage shall in architectural design and in proportionate construction cost conform to said residential building.

Log Homes

Prohibited (5) Construction of a Log Home or an exterior façade of logs is prohibited.

*Front Line;
Back line;
And sideline*

Set Backs (6) No building or portion thereof shall be erected closer to the front lot line; side lot line; or rear lot line than the building set back lines shown on the plat of the subdivision for that particular lot provided, further, that in all instances the set back requirements of the County of Will shall not be violated.

*Inspections and
Notice Required
Before and
During all*

Excavations (7) Prior to the commencement of any and all excavations on any lot herein, including but not limited to foundation and septic field, the owner and/or contractor and/or excavator shall notify the Committee of the date and time of the start of the proposed excavation so that the Committee or its designated representative may inspect said excavation during the course thereof to insure that said excavation is in conformance with the restrictions and conditions contained herein and to ascertain and/or locate any farmer's field tile that may be contained therein. Further provided that the owner of said lot and/or the excavator or contractor is hereby required to notify the Committee immediately upon locating any field tiles during the course of excavation.

Garbage

Burning (8) No garbage or trash shall be burned on the premises except in an incinerator located inside of a residence.

*No Temporary
Building,*

Campers, etc. (9) No temporary house, campers, habitable motor vehicles, tent, stand, shack, barn, basement or other structure or building of a temporary character shall be constructed, placed, allowed to exist or used on any lot at any time either as a residence or otherwise and either temporarily or permanently and no residence erected on any lot

shall be occupied in any manner at any time prior to its full completion in accordance with approved plans as hereinabove provided: for the purpose of this Declaration, a swimming pool, and its appurtenances, or a decorative gazebo approved by the Architectural Committee, shall not be considered an out building or structure falling within this Subparagraph.

Above Ground

Swimming

Pools (10) Above ground swimming pools are prohibited.

Signs (11) No advertising or signs of any type or character shall be erected, placed, permitted or maintained on any lot other than a name plate of the occupancy and a street number not exceeding 2' x 1' in size and except for a "For Sale" sign or "For Rent" sign not exceeding 3' x 3' in size. This provision shall not apply to any sign which the Developer may erect identifying and/or advertising the Subdivision and adjoining land, any model homes or which may be deemed necessary by the Developers for the operation and sale of the Subdivision and adjoining property or any house or any lots therein, which said signs the Developer may erect and maintain.

No trucks,

Campers, etc.

To be kept on

Any Lot or on

Any Street (12) No trucks, pick-up trucks, truck mounted campers, trailers, house trailers, boats or boat trailers, buses, campers, motor homes, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored, or parked on any dedicated or undedicated street or right-of-way in the Subdivision. No trucks, pick-up trucks, truck mounted campers, trailers, house trailers, buses, campers, junk automobiles, dilapidated or disabled vehicles of any kind shall be maintained, stored or parked on any of the lots in the Subdivision unless housed or garaged completely within the attached garage required in these Declarations so as to fully screen them from view from the streets and from neighboring yards.

Storage,

Sheds and Out

Buildings

Prohibited (13) Storage sheds and Out Buildings will not be constructed or placed upon any lot in the Subdivision and the same are hereby prohibited.

Junk,

Machinery

and Materials (14) No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets or any neighboring lots, except as necessary during the period of construction of a building

thereon. No part of the Subdivision shall be used for storage of junk or for wrecking yards.

Destruction

of Building (15) In the event any building or structure is destroyed either wholly or partially by fire or any other casualty, said building or structure shall be promptly rebuilt, repaired or remodeled, all remaining portions of the building or structure, including the foundations and all debris shall, within sixty (60) days from the date of such fire or other casualty, be removed from the property and any excavation remaining therein shall be promptly filled with direct, stone or other suitable non-organic fill material approved by the Committee.

Garbage Cans (16) No garbage, trash, or refuse cans, containers, or receptacles shall be maintained or kept in any portion of the lot beyond the front of any building constructed thereon, all such garbage, trash or refuse cans, containers, and receptacles shall be so placed as to reasonably screen them from view from the streets.

Animals (17) No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats, or other bona fide household pets may be kept, provided they are not kept, bred or maintained for any commercial purposes and provided they do not make any objectionable noises and do not otherwise create a nuisance or inconvenience to any of the residents of the Subdivision. Any pets which cause objectionable noise or otherwise constitute a nuisance or inconvenience shall forthwith be removed from the premises by the person having custody of the same.

Fences,

Dog Runs,

And

Approval

Required (18) No fence or dog run or enclosure shall be erected on any lot in the Subdivision that shall be more than six (6) feet in height and such fence shall not extend in front of the rear wall of the building thereon. No fence, dog run or animal run or enclosure, shall be erected or constructed on any lot in the Subdivision without the specific written approval of the Architectural Committee, and only such type of fence run or other enclosure shall be acceptable to and approved by the Architectural Committee in writing shall be so erected, constructed or maintained. All fences or dog runs or enclosures shall be set back a minimum of five (5) feet from each lot lines.

Buried

Utility

Line (19) All public utility cable television and radio, pipes, mains, tiles, conduits, wires, cables, lines, service lines and other appurtenances constructed, laid or installed in the Subdivision must be buried beneath the ground except the necessary pedestals and transformers required to serve the underground facilities in the Subdivision.

*C.B. and
Ham Radio
Antennas*

Prohibited (20) No antennas used for c.b.'s or ham radio operations shall be permitted or installed on any lot within this Subdivision.

Restrictions

Re: T.V.

Antennas (21) No T.V. antennas shall be mounted on the roof of any structure located in this Subdivision and all T.V. antennas must be constructed and erected on a stand-alone tower located at the rear of the residential structure with the height of said tower and antenna not to exceed thirty (30) feet from ground level.

T.V.

Satellite

Dishes (22) No T.V. satellite dish shall be installed or located in the Subdivision.

*Tanks, and
Outside Air
Conditioning*

Units (23) No elevated tanks of any kind shall be erected placed or permitted to exist in the Subdivision. Tanks for the storage of gas or oil, whether above or below ground, are prohibited in the Subdivision. All air conditioning condensing units or other refrigeration, cooling or heating apparatus which are to be placed outside of a residence shall be located only in the side or rear yards of any residence constructed in the Subdivision, and no such unit or apparatus shall be located in any front yard of any residence in the Subdivision.

*Solar
Equipment*

and Fixtures (24) No solar equipment, fixtures or appurtenances related thereto shall be installed on any structure or lot within the Subdivision without proper written approval of the Architectural Committee.

Lawn

Requirements (25) Within sixty (60) days after a residence or building erected or placed on any lot in the Subdivision shall be occupied, the owner of such lot shall lay, install or establish a sod or seed lawn on all of the lot upon which no building, driveway, planting or other approved improvement exists, provided however, that the time for completion of such lawn may be extended by the Architectural Committee for a period not to exceed one hundred twenty (120) days in the event that during said sixty (60) day period following occupancy inclement weather or labor strike shall prevent the laying, installation or establishment of such lawn as provided herein.

Curbside

Mailbox (26) So long as curbside mailboxes (boxes not attached to a residence) are required for delivery of the U.S. mails in the Subdivision, the owner of each lot upon which a residence shall be constructed shall install, erect or place on such lot or within any other lot or any right of way in the Subdivision only such a mailbox or receptacle and such a post holding such mailbox or receptacle; such mailbox or receptacle shall be of a type, size, design and location as designated by the Architectural Committee.

One Hundred

Twenty Days

To Complete

Shell and

Nine Months

To Complete

Finished

Exterior (27) The work of construction altering or remodeling any building on any said lot shall be prosecuted diligently from its commencement and until the completion thereof. Unless otherwise specifically authorized in writing by the Architectural Committee, the complete exterior structure or shell not including finished exterior wall materials (e.g. brick, stone, or other approved materials) must be completed and erected and constructed within one hundred twenty (120) days after the date construction of any residence shall have been commenced. The complete shell (including roof and all exterior walls) and all exterior masonry and other wall covering on every building or residence commenced to be constructed in the Subdivision shall be completed within nine (9) months after the date of commencement of such building. The effect of this provision shall be to require that on the exterior and from neighboring lots each such residence shall appear completed within said nine (9) months.

Trees (28) The owner of each lot shall be required to plant one (1) tree in front yard way in proximity to the roadway within one (1) year from the date of purchase in accordance with the Will County Subdivision Ordinance applicable thereto. In addition to the above, the owner of any lot which is adjacent to Camelot Road shall install two additional trees in the yard way in proximity to the Camelot roadway. If the owner of said lot fails to plant said tree as required within one (1) year from the date of purchase then, in that event, the Developer may plant said tree on his behalf and the cost thereof shall become a lien against the said lot by the filing of a lien by the Developer in the Will County Recorder's Office.

Paved

Driveways

Before

Occupancy (29) No residence or building erected or placed on any lot in the Subdivision shall be occupied in any manner at any time prior to the installation and construction thereon by the owner thereof (at the owner's sole expense) of a concrete, asphalt or bituminous paved driveway from the street to the garage provided, however, that this requirement may be extended by the Architectural Committee for a period of not

to exceed one hundred twenty (120) days in the event any such building shall be ready for occupancy during a time when inclement weather or labor strike shall prevent the construction and installation of such driveway. No driveway, sidewalk, walkway, private road or drive shall be constructed or allowed to exist on any lot in the Subdivision unless it shall be surfaced with concrete, asphalt or bituminous concrete provided, however, that slabs of stone, exposed aggregate concrete or like materials may be used only upon the expressed written consent of the Architectural Committee.

Exterior

Lighting (30) Each outside or exterior light serving the premises shall not exceed an illumination of one hundred (100) watts per light. Any lights or fixtures attached to poles or buildings shall not be installed beyond 14 feet above the surface of the ground.

Weed Cutting

and Clean up (31) Each lot shall at all times be kept in a clean and sightly condition. No trash, litter, junk, boxes, containers, bottles or cans shall be permitted to collect or remain exposed on any lot, except as is necessary during the period of construction. The owner of lot shall be responsible for the cutting or removal of weeds each year on such lot so as to conform with the requirements, ordinances and regulations of Will County, Illinois.

Easements

(32) An easement of the widths shown on said plat is hereby reserved for the use of Commonwealth Edison Company, Illinois Bell Telephone Company and Northern Illinois Gas Company, and cable television installer, their successors, and assigns, and anyone working by through or under them, all as shown by dotted or broken lines on the plat attached hereto and marked "utility Easement" or P.U. Easement, to install, lay, construct, renew, operate and maintain pipes, mains, tiles, conduits, manholes, cables, under and beneath the ground only, with all necessary appurtenances for the purpose of serving this Subdivision and adjoining property with electric, telephone, gas, sewer and water service together with the right to enter upon said easements at all times to install, lay, construct, renew, operate and maintain said pipes, mains, tiles, conduits, manholes, cables. All such utility pipes, mains, tiles, conduits, cables and appurtenances except necessary pedestals and transformers required to serve the underground facilities so constructed in the Subdivision, and lines of any nature and whether constructed, installed laid or reconstructed in such easements or in streets or right of way in the Subdivision, must be buried under and beneath the ground; no permanent building, tree or shrubs shall be placed on said easement, but same may be landscaped and used for their purposes that do not interfere with the use of said easement for public utilities purposes.

Acceptance

by Grantees (33) Each grantee of a lot in this Subdivision, by the acceptance of a deed conveying any lot in this Subdivision, shall accept title thereto upon and subject to each and all of the covenants, conditions, restrictions, reservations, equitable servitudes, grants, and easements herein contained, any by such acceptance shall for himself, his

heirs, personal representatives, successors, assigns, grantees and lessees, covenant and agree to and with the grantees and subsequent owners of each said other lots, to keep, observe, comply with and perform said covenants, conditions, restrictions, reservations, equitable servitudes and grants.

B. The covenants, conditions, restrictions, reservations, equitable servitudes, grants, easements and set back lines herein contained and created in Paragraph A (all of which may hereafter be referred to as the “restriction”) shall be considered as appurtenant to and running with the land and shall operate for the benefit of the Developer, its successors and assigns and all the lots in said Subdivision and may be enforced by the owner or owners of any lot in said Subdivision or by the Developer, its successors and assigns. A violation of the restrictions herein contained shall warrant the Developer, its successors and assigns or any other lot owner (s) benefiting thereby to apply to any Court of Law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief, and if such relief be granted, the Court may, in its discretion, award to the Plaintiff his or its court costs and reasonable attorneys fees. No delay or omission on the part of the Developer or their successors or assigns in interest, or the owner or owners of any other lot or lots in said Subdivision in exercising any right, power or remedy, herein provided for in the event of any breach of any of the restrictions herein contained, shall be construed as a waiver thereof of any acquiescence therein; and no right of action shall accrue nor shall any action be brought or maintained by, or, on account of the failure or neglect of the Developer of its successors and assigns to exercise any right, power or remedy herein provided for in the event of any such breach, or for imposing any of the restrictions herein; and said restrictions herein shall continue in effect until November 1, 2001, at which time they shall continue for successive periods of ten (10)

years unless by a majority vote of the owners of the lots in said Subdivision at the beginning of each successive ten (10) year period they are amended or terminated.

At any time and from time to time while these restrictions are in effect, they may be amended or revoked by the recording in the Office of the Recorder of Will County, Illinois, of an instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors and assigns) or by the then owners of not less than sixty percent (60%) of the lots in said Subdivision, which Declaration shall set forth such amendment or revocation and shall be effective from and after the date of its recording; provided, however, that if the Developer or its successors and assigns shall hold legal title to any lot or lots in the Subdivision, then an amendment or revocation signed by not less than sixty percent (60%) of the owners of such lots must also be signed such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor to title company doing business in Will County that any such instrument of amendment or revocation has been signed by the then owners of not less than sixty percent (60%) of such lots shall be deemed prima facia evidence that such instrument has been signed by the owners of the required number of lots. No certificate of any sort shall be required if such amendment or revocation shall be signed by the Developer or its successors and assigns. In the voting provided for herein and in making amendments and revocations to this Declaration, each of said originally platted lots shall be deemed a unit and the owner or owners thereof shall be entitled to one (1) vote and shall count as one (1) owner in determining the number of votes and owners.

The word "Developer" as used in this Declaration is defined as and intended to mean CAM Development, Inc., its successors and assigns.

The invalidity of any covenant, condition, restriction, reservation, equitable servitude, grant, easement or set back line hereby imposed and created or any provision hereof or any part of any such provision shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this instrument.

The paragraph headings or marginal identifications contained herein are for convenience only and do not define, limit or describe the contents thereof.

Any acquiescence or failure to enforce any violation of the covenants, conditions, restrictions, reservations, equitable servitudes, grants or easements contained herein shall not be deemed to be a waiver of any of the other provisions of this document in any other instance.

IN WITNESS WHEREOF, CAM DEVELOPMENT, INC., an Illinois Corporation, Developer of Camelot Woods, has signed as it's free and voluntary act this 3rd day of August, 1993.

CAM Development, Inc., an Illinois Corporation

By: James A. Gassensmith, President

Attested to:

By: James E. Babcock, Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, Carol Koenig, a Notary Public in and for said County, in the State aforesaid, do hereby certify THAT James A. Gassensmith, President and James E. Babcock, Secretary of CAM Development, Inc., an Illinois Corporation, personally known to me to be the same people whose names are subscribed to the foregoing instrument has appeared before me this day and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act for the purposes therein set forth; for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 3rd day of August, 1993.

Carol Koenig
Notary Public

THIS INSTRUMENT WAS PREPARED BY
WRIGHT AND BABCOCK, LTD.
ATTORNEYS AT LAW
SUITE 300, 58E. CLINTON STREET
JOLIET, IL 60432