

This Instrument Prepared by
and return to:
Curtis R. Tobin II
TOBIN & RAMON
530 South State St., #200
Belvidere, IL 61008

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

M. J. GOLF, L.L.C., an Illinois Limited Liability Company, is the owner in fee simple of certain real estate situated in Boone County, Illinois, known by official Plat designation as Lots 96 through 146 inclusive as designated upon Plat 2 of Newburg Village, being a subdivision of part of the Southwest Quarter of Section 30, and part of the Northwest Quarter of Section 31, Township 44 North, Range 3 East of the Third Principal Meridian, in the County of Boone, Illinois, as platted and recorded in the Recorder's Office of Boone County, Illinois, on February 13, 2004, as Document No. 2004-R01573 in Plat Index File Envelope No.290-A (hereinafter referred to as the "Subdivision"); and

WHEREAS, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such Subdivision, the Declarant hereby declares that all of the real property described above, and each part thereof, shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the land, and shall be binding upon all parties having any rights, title or interest in the above-

described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, Declarant does hereby declare and make known:

1. DEFINITION.

- a. "Architectural Review Agent" shall mean Declarant - M. J. Golf, L.L.C. or its successors or assigns.
- b. "Association" means and refers to Newburg Village Homeowner's Association, an Illinois non-for-profit corporation, its successors and assigns.
- c. "Common area" shall mean any real property owned by the Association, for the common use and enjoyment of the Owners and including the sanitary disposal sewer system.
- d. "Declarant" shall be deemed to be M. J. Golf, L.L.C., an Illinois Limited Liability Company.
- e. "District" shall be deemed to mean the Rock River Water Reclamation District.
- f. "Disposal System" shall be deemed to be the sanitary sewer collection system owned by the Association and operated pursuant to Agreement with Rock River Water Reclamation District.
- g. "Existing Property" shall have the meaning as designated herein.
- h. "Improvement" shall mean any construction or structure on or with respect to a Lot, including but not limited to:
 - i. As a residence for people; and/or
 - ii. Garages, driveways, patios, decks, porches and permanent roofed play structures are all included within the definition of "Improvements".
- i. "Living Area" shall mean that portion of any residential dwelling

normally used for human habitation, and specifically excluding any basement areas, garage (whether attached or unattached) and attic.

- j. "Lot" shall mean any plot of land on a recorded subdivision map referred to above.
- k. "Maintenance" shall mean the exercise of reasonable care to keep real estate or the sewage disposal system and other related improvements and fixtures in a condition comparable to the original condition.
- l. "Member" shall mean every person or entity who holds membership in the Association.
- m. "Mortgage" shall mean a conventional mortgage or deed of trust.
- n. "Mortgagee" shall mean a holder of a conventional mortgage or beneficiary under or holder of a deed of trust.
- o. "Owner" shall mean the owner of record, whether one or more persons are entities of fee simple title to any lot which is a part of the Subdivision and shall include contract sellers but shall not include those holding title merely as security for the performance of an obligation. Notwithstanding the foregoing "Owner" shall collectively mean those unit owners of Newburg Village Condominium whose units are located on the same subdivision lot.
- p. "Subdivision" shall mean the subdivided real property hereinbefore stated.
- q. "The Properties" shall mean and refer to all such existing property and additions thereto, as are subject to this Declaration or any supplemental declarations.

2. PROPERTY SUBJECT TO THIS DECLARATION.

- a. Existing Property. The real property which is and shall be held, transferred, sold, conveyed and occupied and subject to this Declaration is more particularly described heretofore and referred to as "Subdivision".
- b. Additions to Existing Property. Additional lands may become subject

to this Declaration in the manner following:

i. Additions In Accordance With The General Plan Of Development. The Declarant shall have the right to subject additional properties owned by it to this Declaration, provided that such addition are substantially in accordance with the general plan of development of Newburg Village Subdivision as shown as Exhibit A and attached to this Declaration.

1. Exhibit A shows the general plan intended to be followed in the development of Newburg Village Subdivision and indicates the approximate size, location and proposed land uses of additional areas.

2. Notwithstanding the foregoing, the Declarant is not under any obligation to make the proposed addition or in the exact manner shown on Exhibit A.

3. Any additions authorized under this Section may be made by filing of record a Supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

4. Such supplementary declaration may contain such complementary additions and variations of the covenants contained in this Declaration as may be necessary to reflect the different character, if any , of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such supplementary declaration revoke, modify, or add to the covenants established by this Declaration within the Existing Property.

c. “Disposal System. The rights and obligations of the Association are set forth in an Agreement between the Association and the District. Pursuant to Agreement between the Association and the District, the Association is obligated to establish a sinking fund devoted solely to funding for future repairs and maintenance obligations of the Association pursuant to the Agreement with the District.

3. CONDITIONS AND RESTRICTIONS TO RUN WITH THE LAND.

a. General. The conditions and restrictions of this declaration, apply to

The Properties and shall be construed to be covenants running with the land, and shall be binding on all grantees, their heirs, devisees, successors and assigns and on all persons claiming by, through, or under them or any of them until July 1, 2022. From that date, the restrictions and conditions shall continue to constitute covenants running with the land unless modified or terminated by a written statement signed by owners of at least three-fourths (3/4) of the Lots and recorded with the Office of the Recorder of Deeds, Boone County, Illinois.

- b. Sinking Fund. The Association's obligation to create and maintain a sinking fund as herein before set forth shall be irrevocable. In no event shall the obligation to create, secure and maintain the fund be substantially changed without the creation of another entity to administer and maintain the sinking fund acceptable to the District. In the event that such an entity is not administering and maintaining the sinking fund, any owner herein shall have the right to bring an action in the 17th Judicial Circuit at the Association's expense to determine or create the proper entity to contract with the District to administer such a fund to carry out its obligations for maintenance of the Disposal System. Notice is given that pursuant to the terms of the Agreement with the Association and District, the District has no obligation to pay for any service calls relating to the system from the main lines to individual homes, nor is the District liable for any repairs or replacement, including structural defects, leaks, collapse, lining, and similar work to the sewer main, manhole, or services. Notice is further given that pursuant to the Agreement between the District and the Association, the District has the right upon written request to enter individual premises at a mutually agreed reasonable time to search for illegal connections (as defined by District ordinance) to the Disposal System. In lieu of such entry and at Owner's expense, the Owner may provide the District on standard district form, a written statement by an Illinois licensed plumber certifying that no illegal connections exist. Notice is also given that pursuant to the terms of the Agreement, the District shall have an unqualified right to disconnect the service of any non performing Property Owner. Notice is further given that the amount of assessment may vary from time to time, but will not be less than the estimate of cost of repair and replacement over the life of the sewer system as made by the District as a part of the Agreement between the District and Association.
- c. Use of infrastructure for subsequent development. Use of the disposal system shall never be used to allow extensions of the Rock River Water Reclamation District sanitary sewer system for any extension beyond

the limits of the Subject Property without consent of the City. This covenant shall be deemed to be a third party beneficiary contract and be enforceable by injunctive or other relief by the City of Belvidere. This covenant shall be deemed to be irrevocable and shall be altered or amended only with the consent of the City Council of the City of Belvidere, Illinois.

- d. Maintenance and repair of surface water drainage. The Association shall have an obligation to maintain and repair all of the surface water drainage that remains on the existing Property and Common Area other than in the public right of way. In the event that the Village of Cherry Valley disagrees with the manner in which the Association is maintaining or repairing the surface water drainage system, the Village will give written notice to the Homeowner's Association and in the event of the failure of the Homeowner's Association within sixty (60) days after receipt of written notice to begin substantial maintenance and repairs, the Village shall have the right to have access to make the repairs and maintenance. In this event the Village shall have the right to recover funds such reasonably expended for maintenance and repair from the Homeowner's Association. In the event of any dispute to what is proper or appropriate maintenance or repairs, the Association shall have the right to litigate that issue in a Court of competent jurisdiction, or elect an alternative dispute resolution, such as arbitration.

4. CONDITIONS AND RESTRICTIONS FOR RESIDENTIAL LOTS (defined as Lots 96 through 146 inclusive) AND COMMON AREA.

- a. No building shall be erected or maintained on any lot unless it is a dwelling house designed and equipped for occupancy as a private residence by a single family only. No building shall be erected, altered, placed or permitted to remain on any lot, other than a single family dwelling not to exceed two and one-half stories in height. Garages must be attached to the dwelling house and must be a minimum size to accommodate two cars.
- b. Only residential dwellings may be constructed on any residential lot. Residential dwellings must comply with the following minimum living area requirements:
 - 1. Total floor area minimum requirements for built homes:

1 story home: 1800 square feet, with a three car garage;
1 story home: 1900 square feet, with a two car garage;
1 1/2 story home: 2000 square feet, with a three car garage;
1 1/2 story home: 2100 square feet, with a two car garage;
2 story home: 2100 square feet, with a three car garage; and
2 story home: 2200 square feet, with a two car garage

2. Two car garage, minimum 21 feet wide;
Third car garage, minimum 12 feet wide;
Overall structure height no more than 2 1/2 story;
Roof pitch no less than 6/12;
Main roofs must be hip roofs;
Roof types: Asphalt, asphalt substance, shake shingles, Slate,
or Architectural Design
Front Exterior: minimum 50% brick, stucco, or stone; and
Siding: wood, aluminum or vinyl.
3. Extreme exterior colors are prohibited.

- c. Construction must be commenced on the lot within three (3) years from the date of purchase and in the event construction is not commenced within three (3) years from the date of the purchase, then the Declarant shall have the option to repurchase or reacquire the property at the same price for which it was sold. The date of the purchase is the date of any contract for the purchase of a lot or the date of the deed conveyance whichever date is first.
- d. No dwelling shall be erected or maintained until and unless the plans and specifications for the same have been submitted to and approved in writing by Declarant or its successor or assignees. Exterior elevation and design of homes shall be reviewed by the Architectural Review Agent which shall approve or disapprove, in writing, exterior elevations and designs within fourteen days (14) days. Approval shall not be unreasonably withheld by the Architectural Review Agent. If approval or disapproval is not forthcoming within fourteen (14) days, then such elevations or designs shall be deemed as approved.
- e. A gravel driveway shall only be permitted for one (1) year from the date of occupancy. Thereafter, the driveway must be completed with asphalt, concrete or other permanent driveway material. The Architectural Review Agent may grant written extension of this time limit

upon showing that the weather did not permit compliance with this requirement.

- f. No building shall be erected or maintained on any lot for manufacturing, industrial or business purposes and no noxious or offensive trade shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance. Nothing herein shall be deemed to prevent the establishment of a home occupation according to the zoning laws and usages of the applicable municipality.
- g. Except as hereinafter provided, no sign of any kind including but not limited to advertising signs or billboards, including "For Sale" or "For Rent" advertising signs shall be erected or maintained on any lot, provided that this provision shall not be construed to prohibit a typical realtor or for sale by owner sign. A sign displaying the name of the general contractor and/or architect of a house may be erected during construction of said house provided that the sign does not exceed twelve (12) square feet in area and is removed immediately after completion of the house. The Declarant may erect one or more signs on the property for the purpose of advertising the property, providing that such signs shall be removed immediately after all lots are sold subject to the terms of a sales agreement, including an installment contract for deed.
- h. No tank for the storage of oil, gas or any other material shall be erected or maintained on any Lot.
- i. No stables or other quarters shall be erected, maintained or used on any lot for breeding, raising, stabling or accommodating any horses, cattle, swine, goats, sheep, bees, fowl or any other animals. Dogs, cats and other household pets may be kept provided they are not bred or maintained for any commercial purpose and all local and state ordinances affecting the number of animals are followed.
- j. No trucks, trailers, mobile homes, campers, vans, snowmobiles, recreational vehicles, boat, inoperable vehicles, unlicensed vehicles or horse carriers, or similar vehicles and accessories may be kept on any lot unless the same are fully enclosed within the garage located on said lot. No automobile or other motor vehicle shall be parked or placed on any portion of a lot other than a driveway or within a garage located on such lot.
- k. No dwelling house or garage shall be sided or covered with asbestos stripping which simulates brick or stone and the use of tar paper for the outside surface of any building shall not be permitted nor shall roll

roofing be permitted on the outside surface of any building.

- l. No rubbish, trash, garbage or other waste materials shall be kept or permitted on any lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.
 - m. Declarant anticipates structuring a common area or areas for United States Postal Service approved mail boxes. Each Owner agrees to abide by the mailbox plan of the Declarant. Information will be provided by the Declarant to the Owner at the time of plan approval pursuant to Section D above.
 - n. Each vacant Lot not owned by Declarant shall be maintained by the Owner. Weeds shall be cut at least three times each summer and no trash, garbage, yard trimmings or other debris shall be allowed to accumulate on said Lot.
 - o. No satellite dish exceeding 24 inches, antenna, or similar device shall be erected or maintained on any Lot.
 - p. No fences shall be erected or maintained until or unless plans and specifications have been submitted and approved in writing by the Declarant or its successor or assignees. Any such fence shall be of a high quality wood, stained or painted on both sides, and of a height not greater than five (5) feet. If such fence plans and specifications are not disapproved within thirty (30) days from the date submitted, they shall automatically be deemed to be approved.
 - q. Sidewalks shall be installed according to the Village of Cherry Valley, specifications at the expense of the owner of each lot and the installation thereof shall be completed no later than ninety (90) days after occupancy of the improvements on the premises unless a shorter time limit shall be imposed by the Village.
 - r. No above ground swimming pools shall be erected or maintained on any Lot.
5. MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS. Any person or entity who has an ownership interest in a lot or lots will be a member of the association. Membership of unit owners of Newburg Village Condominium shall be administered by the Condominium Association through its Board of Managers. Membership may be appurtenant to and may not be separated from ownership of a lot
6. ASSESSMENTS. The annual assessments levied by the Association will be used exclusively to promote the health, safety, welfare, and recreation of the

residents in the subdivision, and for the improvement and maintenance of the Common Areas and of the homes situated within the Subdivision. Annual assessments will include, and the Association will acquire and pay for out of the funds derived from annual assessments, the following:

- a. Maintenance and repair of the common area and the entryway to the Subdivision
- b. Together with the deposit into a sinking fund of sufficient amounts to enable the Association to carry out its duties to repair the sanitary sewer lines located in Boone County.
- c. Fire insurance covering the full insurable replacement value of the common area with extended coverage.
- d. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees or tenants of any Owner arising out of their occupation or use of the Common Area or both. The policy limits will be set by the Association, and will be reviewed at least annually and increased or decreased in the discretion of the Association.
- e. Maximum Annual Assessment.
 1. From and after January 1st of the year immediately following the conveyance of the first lot by the Declarant or the Declarant's assignee or successor to the Owner, the maximum annual assessment shall be One Hundred Dollars \$100.00 per year, per Owner.
 2. Thereafter, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Members. The board of directors of the Association may fix the annual assessment in an amount not in excess of the maximum.
- f. In addition to the annual assessments authorized above, the Association shall levy an annual assessment for purposes of creating a separate and distinct sinking fund to provide sufficient funding for the cost of any repairs, reconstruction or replacement to the Disposal System as required from time to time pursuant to the Association's Agreement with the District.
- g. Notice and quorum for action authorized under Section 6 subsections e. and f. Written notice of any meeting called for the purpose of taking any action authorized by Subsections e. and f. will be sent to all

Members not less than ten (10) nor more than thirty (30) days in advance of the meeting. In the event that the proposed action is favored by a majority of the votes cast at the meeting, but less than the requisite majority, Members who are not present in person or by proxy may give their consent in writing within thirty (30) days after the date of the meeting.

- h. Collection of Annual Assessments. The annual assessments begin on all lots on January 1, 2003. The first annual assessment will be adjusted according to the number of months remaining in the calendar year. The board of directors will fix the amount of the annual assessment against each Lot at least thirty days in advance of the due date and will fix the dates the amounts become due. Assessments may be made payable monthly provided however assessments on lots subject to the Declaration of Condominium Ownership of Newburg Village Condominium shall be due and payable on January 1st of each year commencing January 1, 2003. Assessments on lots added to the condominium shall be prorated as of the date of filing the Amendment to Declaration and shall be due the following January 1st along with assessments for the following year. Notice of the annual assessments will be sent to every Owner subject to them. The Association will, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific lot has been paid and will, on or before December 31 of each year, cause to be recorded in the office of the Boone County Recorder, a list of delinquent assessments as of that date.
- i. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date will be deemed in default and will bear interest from the due date at the rate of ten percent (10%) per year. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for here by nonuser of the common area or abandonment of the Owner's Lot.
- j. Subordination of Assessment Lien to Mortgages. The Assessment lien provided for here will be subordinate to the lien of any first mortgage. A sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu of one, will extinguish the assessment lien as to payments that become due prior to the sale or transfer. No sale or transfer will relieve the lot from liability for any assessments becoming due afterwards or from the lien.

7. ARTICLES OF INCORPORATION. The Declarant, after recording of this Document, shall cause to be incorporated under the laws of the State of Illinois a non-profit corporation. The corporation shall be the governing body for the Owners for the maintenance, repair, replacement, administration and operation of the common areas, including the ownership and maintenance of the sanitary sewer system. The board of directors of the corporation shall be deemed to be the board referred to herein. The duties and powers of the Association and its Board, shall be those set forth in its Articles of Incorporation, by-laws and this Declaration, provided that the terms of this Declaration shall control in the event of any inconsistency between this Declaration, the Articles of Incorporation and the by-laws. The Association shall have the powers specified in the general Not-For-Profit Corporation Act of 1986, as amended. Until the election of the initial board of directors, the same rights, title, powers, privileges, trusts, duties and obligations vested in or imposed by the board by this Declaration shall be held and performed by the Declarant. The election of the initial board shall be held not later than sixty (60) days after the conveyance by the Declarant of fifty percent (50%) of the lots or at the discretions of the Declarant at an earlier date.
8. CONSERVATION EASEMENTS.
- a. Conservation Easement Defined. For the purpose of this Declaration the term "Conservation Easement" shall refer to those areas noted on the final plat of subdivision for all phases in Newburg Village. The Village of Cherry Valley has accepted conservation Easements and the restrictions contained in this provision shall apply accordingly.
- b. Conservation Easements shall be subject to the following restrictions, which shall run with the land, and bind the Owners of all Lots, which contain designated Conservation Easements:
1. No excavating, filling or grading changes shall be made to the topography within the Conservation Easement.
 2. No dumping or burying shall occur of ashes, trash, garbage, yard waste, compost, grass clippings, other unsightly, unsafe, hazardous or offensive material, or of any other matters.
 3. No construction or placement shall occur of any patios, decks buildings, structures, mobile homes or other fixtures within the Conservation Easements.
 4. No vegetation shall be removed or altered, except to preserve, maintain or enhance the conservation Easements in a natural state.

5. No pedestrian access via walking, bicycling, snowmobiles, dune buggies, motorcycles, all terrain vehicles, or other types of vehicles shall be permitted in the Conservation Easement areas.
 6. Conservation Easements may be mowed no more than twice a year. Vegetation may include grass and other herbaceous species, shrubs, and trees. Activity occurring within the Easements shall be conducted so as to minimize damage to existing vegetation.
 7. Except as required for subdivision improvements or Conservation maintenance, no construction vehicles may enter the easements. Specifically, during the construction of a residence or other improvements to any lot, no construction vehicles shall enter upon the Easements.
- c. The Newburg Village Homeowner's Association shall agree to use its best effort to preserve and maintain the Conservation Easements in furtherance of the purposes provided herein.
 - d. The Newburg Village Homeowner's Association shall conduct one (1) physical inspection of the Conservation Easement each and every calendar year for the purpose of insuring that the Conservation Easements are being preserved and maintained in accordance with these Provisions. The annual inspection shall be conducted in a reasonable manner and at reasonable times so as not to interfere with the enjoyment of the Conservation Easements. Notwithstanding the foregoing, the Boone County Soil and Water Conservation District has the right to conduct a physical inspection of the Conservation Easements at any time and without notice if there appear to be violations of these Provisions or other requirements of the Village of Cherry Valley. The Newburg Village Homeowner's Association shall have further right to enter upon the Conservation Easements for the purposes of preserving and maintaining the Conservation Easements in accordance with this paragraph. In the event any discoveries are made of any violation, enforcement shall begin immediately and the cost and expenses of such enforcement, including legal and court fees, shall be born by the violator unless otherwise provided herein or as otherwise provided by Village ordinance.
 - e. In the event it is determined by the Village that Newburg Village Homeowner's Association has not complied with the requirements and provisions set forth in Section 8 of these Provisions, the Village of Cherry Valley shall have a legally enforceable lien for the costs of such

activity upon all properties contained in the Premises, and may recover its lien, including costs and fees as otherwise provided for by law.

9. GENERAL PROVISIONS.

- a. Declarant or the transferees of Declarant shall undertake the work of developing the lots included within the subdivision. In order that such work may be completed and the subdivision established, nothing in this declaration shall be understood or construed to prevent the Declarant or the Declarant's transferees or employees, contractors or subcontractors of the Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by the Declarant or the Declarant's transferees, whatever they determine necessary or advisable in connection with the completion of such work.
- b. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants and reservations, and the jurisdiction, rights and powers of Declarant created or reserved by this Declaration, and all impositions and obligations hereby imposed shall run with the land and bind every owner of any interest therein inure to the benefit of every owner in like manner, as though the provisions of this Declaration were recited and set forth at length in each and every such deed of conveyance. Enforcement of the provisions hereof by any such owner, as aforesaid, shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any of such provisions either to restrain violation, to remove such violation or to recover damages.
- c. No restrictions imposed hereby shall be abrogated or waived by any failure to enforce any of the provisions hereof, no matter how many violations or breaches occur.
- d. Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed and acknowledged by three-fourths (3/4) consent of the owners of said subdivision property. In consideration of the City of Belvidere releasing its Facility's Planning Area (FPA), in no event shall the obligation to maintain the Sinking Fund for the sewage disposal system and the obligation not to extend the system beyond the limits of the Subject Property without written consent of the City of Belvidere be subject to amendment.
- e. No breach of any of the conditions herein contained or re-entry by reason of such breach, shall defeat or render invalid the lien of any

mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee sale or otherwise.

- f. The covenants and restrictions of this declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by any owner thereof for a period of twenty (20) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of ten years unless otherwise agreed in writing by the then owners of at least three-quarters (3/4) of the subdivision lots.
- g. The Declarant, the Developer, the Architectural Review Agent, and any Owner shall be entitled to enforce any of the foregoing Restrictions and Conditions by proceedings at law or equity, provided, that Owners may not seek to enforce any Restriction or Condition without first notifying the Architectural Review Agent of the alleged violation and giving the Architectural Review Agent thirty (30) calendar days to seek its correction.
- h. In any successful suit brought to enforce a Restriction or Condition, or to seek damages for its breach, the prevailing party shall be entitled to its attorneys' fees.
- i. In the event that any Restriction or Condition, or of any portion of any Restriction or Condition, shall be found to be invalid by a court of competent jurisdiction, that provision shall be null and void and the remaining Restriction and Conditions shall remain in full force and effect.
- j. The rights, privileges and powers retained by the undersigned shall be assignable, and shall inure to the benefit of its successors and assigns.
- k. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

10. GOLF COURSE DEVELOPMENT

- a. No golf playing privileges are included in the purchase of a Lot and no Lot shall have direct access to the golf course. Lot Owners wishing to play golf shall pay the required daily fee (as may from time to time be applicable).
- b. Any Lot Owner adjacent to a golf course fairway may landscape that portion of their Lot adjacent to a fairway, but plans for the landscaping must be approved in advance by Declarant. Care must be exercised in the design of any landscaping along a fairway to insure that the landscaping, once mature will not encroach on the golf course. No netting, screening material, or other artificial barriers shall be erected on any Lot, whether adjacent to the golf course or any other area of the Subdivision.
- c. Lots and Improvements may from time to time be in the path of errant golf shots, causing damage to Improvements and/or requiring a temporary easement over a Lot for retrieval of golf balls. Declarant, its successors and assignees and Owner hereby grant a temporary easement over each and every Lot for retrieval of golf balls. Grant of this easement shall not impose an obligation on any one particular golfer to pay for any accidental damage to Lots or their Improvements. Declarant, the manager of the golf course and Owners of the golf course shall not be liable for any damage that results from this Section 10.
- d. Private golf carts are not permitted to cross Newburg Road.
- e. Golf course maintenance schedules require that mowing, fertilizing, raking of sand traps, starting carts, running various pieces of equipment, etc., take place both early in the morning and late in the day. Acceptance of title to a Lot acknowledges an understanding of the maintenance schedule and acceptance of this condition.

In witness whereof, the undersigned Declarant has caused these present to be executed by its duly authorized representatives this _____ day of _____, 2004.

M. J. GOLF, L.L.C.,
an Illinois Limited Liability Company

By: _____
Its Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF BOONE)

I, a notary public in and for said County and State, do hereby certify that Melvin Streeter, as Manager of M. J. Golf, L.L.C., is the same person whose name is subscribed to the foregoing instrument, and that he appeared before me this day in person and acknowledged that he has read and signed said instrument, and that each of the statements contained therein are true.

Given under my hand and seal this _____ day of _____, 2004.

Notary Public