

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

M. Neal Smith
Robbins Schwartz
361 E. Boughton Road, Suite 200
Bolingbrook, IL 60440

**DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS FOR
SCHAUMBURG SUBDIVISION HOMEOWNERS ASSOCIATION**

THIS DECLARATION (the "Declaration") is made this ____ day of _____, 2020 by Nitti Development, LLC, an Illinois limited liability corporation, (hereinafter referred to as the "Declarant" or "Developer").

W I T N E S S E T H:

WHEREAS, Declarant is the owner, in fee simple, of a certain parcel of real estate in the Village of Schaumburg, County of Cook, State of Illinois, legally described in Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, Declarant will construct infrastructure and will market for sale single family residences on the Property to be known as SCHAUMBURG SUBDIVISION (the "Development"); and

WHEREAS, Declarant desires and intends to establish for its own benefit and that of all future Owners of the Property certain covenants conditions and restrictions, easements and rights, in over and upon the Property;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, transferred, occupied and conveyed subject to the following covenants, conditions, easements and restrictions, all of which shall run with the Property and be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE 1
DECLARATION PURPOSES AND PROPERTY
SUBJECT TO DECLARATION

1.1. The Declarant desires to create on the Property a single family residential development for future owners of Lots (as hereinafter defined) for the following general purposes:

- A. The Declarant, by the imposition of covenants, conditions and restrictions and the reservation of certain powers unto itself, does intend to provide for the Property a plan for development which is intended to enhance and to protect the values for a single family residential community; and
- B. The Declarant desires to provide for the maintenance of all common area items, including out lots, commonly maintained retaining walls, wetlands, ponds, rain gardens, internal paths, parks and open items commonly maintained by a homeowners' association.

1.2. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions and restrictions herein set forth.

ARTICLE 2
DEFINITIONS

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

2.1. "Association" shall mean and refer to the SCHAUMBURG SUBDIVISION Homeowners Association, an Illinois not-for-profit corporation, and a Common Interest Community as defined in Section 9-102(a)(8) of the Illinois Code of Civil Procedure as from time to time amended, its successor and assigns.

2.2. "Board" shall mean and refer to the Board of Directors of the SCHAUMBURG SUBDIVISION Homeowners Association, an Illinois not-for-profit corporation; said entity shall govern and control the administration of this Declaration and operation of the Common Areas of the Property. Prior to the Turnover Date, the term "Board" shall mean and refer to the Declarant.

2.3. "By-Laws" shall mean and refer to the By-Laws of the Association, the document recorded immediately after this Declaration, as subsequently amended from time to time. The By- Laws are incorporated into this Declaration by this reference.

2.4. "Common Area" shall mean and refer to all real property and improvements, including private streets, roadways detention areas, and wetlands, which are to be owned or maintained by the Association for the common use and enjoyment of all members of the Association, specifically including, but not limited to, Detention Ponds 1, 4 and 5, Wetland Areas 2 and 3, Rain Gardens 1, 2 and 3, commonly maintained retaining walls, out lots, internal paths, playground, parks, and any landscape easements located on the Property, all as shown on the Plat of Subdivision attached hereto as Exhibit _____ and made a part hereof.

2.5. "Declarant" shall mean and refer to Nitti Development, LLC, an Illinois corporation.

2.6 [Intentionally blank]

2.7. "Lot" shall mean and refer to that portion of the Property indicated upon the recorded subdivision plat or plats of the Property improved or intended to be improved as set forth on Exhibit B attached hereto.

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

2.9. "Member" or "Membership" shall mean and refer to every person or entity who is an Owner of a Lot.

2.10. "Mortgage" shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.

2.11. "Person" shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

2.12. "Property" shall mean and refer to the real estate legally described in Exhibit A attached hereto and made a part hereof.

2.13. "Subdivision Plat" shall mean and refer to the Plat of Subdivision for the SCHAUMBURG SUBDIVISION as recorded with the office of the Recorder of Deeds of Cook County, Illinois, attached hereto and made a part hereof as Exhibit B.

2.14. "Single family" shall mean and refer to (a) an individual or two or more persons related by blood, marriage or adoption, maintaining a common household in a dwelling unit or (b) a group of not more than two persons who are not related by blood, marriage, or adoption living together as a common household in a dwelling unit.

2.15. "Turnover Date" shall mean and refer to the meaning referred to and set forth in Section 4.6 hereof.

ARTICLE 3

GENERAL RESTRICTIONS AND RESERVATION OF RIGHT TO ANNEX ADDITIONAL PROPERTY

3.1. All Lots shall be used only for Single Family Dwellings. This restriction shall not be construed in such a manner as to prohibit an Owner from: (a) maintaining his personal professional library therein; (b) keeping his personal business records or accounts therein; or (c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of this paragraph. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required.

3.2. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions

harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

3.3. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall, except as otherwise herein provided, be located upon the Lots.

3.4. No person shall accumulate on his Lot abandoned or junked vehicles, litter, refuse or other unsightly materials. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any residential lot, whether vacant or improved, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any Lot. Trash, garbage or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste container shall be stored, kept or maintained anywhere except within the dwelling units or the garages on each of the Lots, except on such days as such trash; garbage or other waste material is to be collected and removed. Vacant Lots shall not be used for the purpose of raising crops thereon.

3.5. Camping trailers, trucks, boats, tractors, motorcycles, mobile homes, recreational vehicles and trailers shall at all times be parked in the garage of a dwelling located on a Lot. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing service to the Owner of the Lot. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a dwelling. Notwithstanding the foregoing, operable automobiles being used by the Owners, occupants, and their invitees of any of the Lots may be parked on the Owners' driveways and public streets as permitted by law.

3.6. There shall be no obstruction in the driveways or other portions of the Common Area, nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.

3.7. No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot. No dog kennels of any type shall be kept or maintained on any Lot, and no household pet of any type whatsoever shall be kept, maintained or housed anywhere on any lot except inside the dwelling unit. The breeding or keeping of dogs or cats for sale or profit is expressly prohibited.

3.8. The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling and satellite dishes of less than 30" in diameter), or other device to receive or transmit electromagnetic or other signals shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Developer prior to the Turnover Date or by the Association thereafter, nor shall laundry be dried outdoors. Flagpoles may be permitted by the Association, but no flagpole on a lot shall have a height in excess of twenty (20) feet, and any such permitted flagpole shall be used solely for the display of the flag of the United States of America and the State of Illinois.

3.9. All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas, so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property.

3.10. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any damage be committed in the Common Area.

3.11. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, shall be subject to the rules and regulations of the Board.

3.12. All signs of any kind shall be erected in accordance with the codes and ordinances of the Village of Schaumburg.

3.13. No above-ground pool of any type whatsoever shall be erected, installed or maintained upon any residential Lot.

3.14. No accessory buildings or structures shall be constructed, installed or maintained on any residential Lot, except in conformance with the codes and ordinances of the Village of Schaumburg.

3.15. Fences. All fences shall comply with the codes and ordinances of the Village of Schaumburg and the following provisions:

- A. Wrought iron/aluminum fences shall be permitted provided they are a maximum of 5 feet in height. The style of fence installed shall be approved by the Association. No wooden or cyclone fences shall be allowed.
- B. Subsection A hereinabove shall not apply to fences which enclose in-ground swimming pools; said fences shall comply with the codes and ordinances of the Village of Schaumburg. However, such fences shall not exceed 5 feet in height and shall surround the pool area but shall not exceed a dimension of 10 feet from the edge of the pool deck.

3.16. There is also reserved to the Developer and its named successors or assigns, its agents and prospective purchasers and lessees, the right of ingress and egress in and through the Common Area and to park in the outdoor parking areas incident to such sales or leasing purposes designated by Developer and, during construction by the Developer, the right of ingress and egress in and through the Common Area in connection with such construction.

3.17. Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.

ARTICLE 4

MEMBERSHIP AND BOARD OF DIRECTORS

4.1. Membership. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. Ownership of a Lot shall be the sole qualification for membership.

4.2. Voting Rights. The Association shall have one class of membership and each member shall have one vote for each Lot such member owns, provided that in no event shall more than one (1) vote be cast with respect to any one (1) Lot. If more than one (1) person is the record owner of any Lot, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Lot shall be exercised as such Owner or Owners of that Lot shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws.

4.3. Board of Directors. The Association shall be governed by a Board of Directors comprised of three (3) persons, or such greater number as may be determined by Board resolution. The Board shall maintain and administer the Common Area and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

4.4. Officers. The Association shall have such Officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly provided otherwise by the Articles of Incorporation or By-Laws, all power and authority to act on behalf of the Association, both pursuant to this Declaration and otherwise, shall be vested in its Board, from time to time, and its officers under the direction of the Board and shall not be subject to the approval of the Members. The Articles of incorporation and By-Laws of the Association may include such added provisions for the protection and indemnification of its Officers and Directors as shall be permissible by law. The Directors and Officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such Directors or Officers.

4.5. Director and Officer Liability. Neither the Directors nor the Officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the Directors and Officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the Directors and Officers on behalf of the Owners or the Association or arising out of their status as Directors or Officers unless any such contract or such act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to attorneys'

fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such Director or Officer may be involved by virtue of being or having been such Director or Officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have finally been adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director or Officer, or (ii) any matter settled or compromised unless, in the opinion of independent counsel selected by or in a manner determined by the Board there is no reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his/her duties as such Director or Officer.

4.6. Turnover. The Developer shall exercise control over all Association matters, until the first to occur of the following events: (a) three (3) years from the date of this Declaration, (b) the sale and conveyance of legal title to seventy five percent (75%) of the Lots to Owners other than Declarant or an assignee of Declarant, or (c) Developer elects voluntarily to turnover to the Members the authority to appoint the Board. The date upon which the authority to appoint the Board passes to the Members is hereinafter referred to as the "Turnover Date." On or prior to the Turnover Date, the Developer shall cause Declarant to convey to the Association, and the Association shall accept, the Common Area to be owned by the Association hereunder, and the Association shall undertake to maintain the Common Area pursuant to the terms hereof.

4.7. Board Powers. The Association, through the Board, shall have the following powers and duties:

- A. Own, maintain and otherwise manage the Common Area and all Improvements thereon in accordance with the final landscape development plan and own, maintain and otherwise manage all other property acquired by the Association or which the Association agrees to maintain.
- B. Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same based upon not more than ninety (90) day notice.

- C. Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.
- D. At its option, mow, care for, maintain vacant and unimproved portions of the Property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant portions of the unimproved portions of the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant.
- E. Make such improvements to the Common Area and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds (2/3) of the Members of the Association acting in accordance with its Articles of Incorporation and Bylaws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Development as a highly desirable residential community.
- F. Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by this Declaration, the Articles of Incorporation or the By-Laws.

4.8. Insurance. The Board shall also have the authority to and shall obtain comprehensive liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers compensation insurance, and other liability insurance as it may deem desirable, the Association, its Officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. The premiums for such insurance shall be common expenses payable out of the proceeds of the Assessments required by and collected in accordance with Article 6. The Association shall be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. The Insurance policies shall contain waivers of subrogation with respect to the Board, its employees, agents, owners and mortgagees.

4.9. Developer Rights.

- A. Until the Turnover Date, the Developer shall have all the rights and powers herein granted to the Board and shall be authorized and empowered to take all such actions as provided in the Illinois Not-For-Profit Corporation Act.
- B. Until the Turnover Date, Developer may elect to maintain the Common Area and shall pay all expenses and costs in connection with the Common Area, and general real estate taxes payable in connection with the Common Area. To the extent that any real property taxes payable after the Turnover Date are attributable to the period prior to the Turnover Date, Developer shall reimburse the Association, on a pro rata basis, for such real property taxes. Declarant shall, not later than the Turnover Date, convey to the Association that portion of the Common Area to be owned by the Association. Developer shall seek real estate tax relief as provided by Statute.
- C. Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests, invitees, to utilize roads, streets, Common Area and all other portions of the Property, excluding sold Lots, for such purposes until all Lots are sold. Developer may at all times utilize signage and lighting and establish temporary construction and sales offices, buildings and trailers and construct model homes to conduct its construction, sales and marketing of the Property.

ARTICLE 5

EASEMENTS AND PROPERTY RIGHTS

5.1. Easements and Use and Enjoyment. An Easement is hereby declared and created over and upon the Common Area for the benefit of the entire Property, and every Owner and non-resident shall have a right and easement of use and enjoyment and a right of access to and of ingress and egress on, over, across, in, upon and to the Common Area, and such right and easement shall be appurtenant to and shall pass with title to every Lot, subject to the following provisions:

- A. The right of the Association, in accordance with its By-Laws, to adopt rules and regulations governing the use, operation and maintenance of the Common Area.

- B. All Persons are prohibited from using detention areas, wetlands, wetland buffers and any out lot for personal use.
- C. The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Area. Notwithstanding the foregoing, no mortgage shall be placed upon the Common Area unless such mortgage is approved by the Board and by a majority of the Members, voting at a general or special meeting duly called and held in accordance with the By-Laws.
- D. The right of the Association to dedicate or transfer all or any part of the Common Area or any utility system thereon to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer, signed by two-thirds (2/3) of the Members of the Board of Directors, has been recorded.

5.2. Rights of Occupants. By the grant of easement in this Article, all persons who reside on a Lot, and all non-residents, shall have the same rights to use and enjoy the Common Area and all improvements situated thereon as the Owner of that lot as provided in the By-Laws.

5.4. Easements Run With the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and binding upon any owner, purchaser, mortgagee or person having an interest in the Property, or any part or portion thereof. Reference in the respective deeds of conveyance or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article or in any other part of this Declaration shall be sufficient to create and reserve such easements as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE 6

COVENANT FOR ASSESSMENTS

6.1. Creation of the Lien and Personal Obligation for Assessments. Each Owner of a Lot (excluding Declarant), by acceptance of a Deed therefor, whether or not it shall be so expressed in any such deed or other covenants, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association, for each

Lot owned by such Owner, all assessments and charges levied pursuant to this Declaration. Such assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest and costs, shall also be the continuing personal obligation of the person who was the- Owner of such Lot at the time when such assessment fell due.

6.2. Purpose of Assessments. The Assessments levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the Common Area and the improvements thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the Common Area and all facilities and improvements thereon, for certain maintenance, and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-Laws.

6.3. Assessment Procedure - Annual Assessments.

- A. Each year, on or before December 1, the Board shall prepare a budget for the Association for the ensuing twelve (12) months, which shall include estimated cash expenditures and reasonable amounts as a reserve for repairs to and replacement of the improvements on the Common Area, and for such other contingencies as the Board may deem proper, and shall, on or before December 15, notify each Owner in writing of the amount of such estimate, with reasonable itemization thereof. The budget shall also take into account the estimated net available cash income for the year, if any, that may be received by the Association. The budget shall also provide the assessment payment to be paid by each Lot Owner. If an adopted budget or any special assessment would result in a sum of assessments payable in the coming annual year that exceeds one hundred fifteen percent (115%) of the sum of assessments during the preceding year, twenty percent (20%) of the Lot Owners can deliver a petition to the Board prior to January 1, and the Board must call for a meeting to vote on the increase within thirty (30) days from receipt of the petition. On or before the March 1, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct, the assessment amount as determined in the budget pursuant to this paragraph.

- B. If said annual assessments prove inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, subject to the limitations on the use of capital reserves in Paragraph 6.5, charge the deficiency against existing reserves, or levy a further assessment which shall be assessed equally against all Lots subject to assessment. The Board shall serve notice for such further assessment on all Owners by a statement in writing showing the amount due and reasons therefor, and such further assessment shall become effective with the monthly installment which is due more than ten (10) days after delivery or mailing of such notice of further assessment. All Owners shall be personally liable for and obligated to pay their respective adjusted monthly assessment.
- C. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on any Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided. Whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay his monthly installment at the then existing rate established for the previous period until the monthly installment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

6.4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of constructing or purchasing a specified capital improvement upon or to the Common Area and for the necessary fixtures and personal property related thereto, provided that, unless otherwise provided in the By-Laws, any such assessments which in one (1) year exceed Five Thousand and No/100 Dollars (\$5,000.00) for all Lots involved shall first be approved by a majority of the Board and thereafter by a majority of a quorum of the votes cast by the Members present either in person or by proxy at a general or special meeting duly called for that purpose or, in lieu of such Member's meeting, by an instrument signed by the Members owning two-thirds (2/3) of the Lots. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

6.5. Capital Reserves. To the extent the annual budget includes an amount specifically designated as a capital reserve, that proportion of each installment of the annual assessments paid to the Association as the amount so designated as a capital reserve bears to the total annual budget shall be segregated and maintained by the

Association in a special capital reserve account to be used solely for making repairs and replacements to the Common Area and the improvements thereon which the Association is obligated to repair and replace in accordance with the provisions of this Declaration, and for the purchase of equipment to be used by the Association in connection with its duties hereunder.

6.6. Notice and Quorum. Written notice of any meeting called for the purpose of authorizing special assessments, which requires approval of the Members, shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of such meeting.

At the first such meeting called, the presence of voting Members in person or by proxy having sixty percent (60%) of the votes entitled to be cast shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

6.7. Uniform Assessments. Both annual and special assessments shall be fixed at a uniform rate for all Lots.

6.8. Collection of Assessments. Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall become immediately due and payable and commence to bear interest from the date of acceleration at the maximum rate permitted by law. The Board may determine a late charge not to exceed Fifty and No/100 Dollars (\$50.00) per month for all delinquent assessments. The Association may bring an action against the Owner personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the amount of such assessment and included in any judgment rendered in any such action. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and any such accelerated installments, together with interest, late charges as determined by the Board, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's Lot when payable and may be foreclosed by any action brought in the name of the Association. To the extent permitted

by statute, the Board may bring an action in Forcible Entry and Detainer to collect any delinquent assessments.

6.9. No Waiver of Liability. No Owner may waive or otherwise escape liability for assessments provided for herein by nonuse of the Common Area or abandonment of his Lot. Any claim by an Owner against the Association shall be by separate action and shall not be used as a defense or counterclaim to an action by the Association to collect assessments.

6.10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage placed at any time on a Lot by a bona fide lender. Each holder of a first mortgage on a Lot who obtains title or comes into possession of that Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Lot free of any claims for unpaid assessments or charges which become payable prior to such acquisition of title, possession, or the filing of a suit to foreclose the mortgage.

ARTICLE 7

EXTERIOR MAINTENANCE BY ASSOCIATION AND OWNERS

7.1. Common Area. In addition to other rights, powers and duties of the Association under applicable law or as otherwise set forth in this Declaration and in the By-Laws of the Association, the Association shall have the following rights, powers and duties with regard to the Common Area and the cost and expense of which shall be paid for by the Association from assessment funds:

The Association shall maintain, repair, replace and manage the Common Area and all facilities, improvements and equipment thereon, and pay for all expenses and services in connection therewith, including without limiting the generality of the foregoing: landscape maintenance, maintenance of the detention and retention ponds and areas, comprehensive liability, hazard and other insurance, payment of all taxes, assessments and other liens and encumbrances which are assessed to or charged against the Common Area or other property owned by the Association, and such other services for the Common Area as the Board deems to be in the best interests of the Association and its Members.

The Common Area maintenance responsibilities are depicted in the Maintenance Responsibility Exhibit, a copy of which is attached hereto and incorporated herein as

Exhibit _____. In the event of a discrepancy between this Maintenance Responsibility Exhibit and any other provision or exhibit in this Agreement, the Maintenance Responsibility Exhibit shall control.

In connection with its maintenance obligations, the Association shall comply with the mitigation plan for wetland maintenance, attached hereto and incorporated herein as Exhibit_____.

7.2. Village of Schaumburg. The Village of Schaumburg ("Village") shall have the right, but not the duty or responsibility to enter the Common Areas and any out lots located within the Subdivision in order to maintain and/or repair the detention areas, open space and all other Common Areas. The Village may place a lien on the Property for the cost of such repairs. In the event the Owners or the Association, as the case may be, shall fail to pay the costs to the Village for said repairs, the Village shall have the right to collect eighteen percent (18%) interest per annum or the maximum percentage permitted by law from the date the costs are incurred through the date the Village has been reimbursed. Pursuant to this Section, the Village is hereby granted an easement of access for ingress and egress for the purpose of entering onto the Property in order to maintain and/or repair the Common Areas. This Section shall not be amended, deleted or in any way altered without prior written consent of the Village. Additionally, the Village will create a dormant Special Service Area (SSA) for the Property for maintenance of the Common Area.

ARTICLE 8

GENERAL PROVISIONS

8. 1. Enforcement. In addition to all other rights herein granted to the Association, the Board may enforce the provisions of this Declaration, the Articles of Incorporation, By-Laws and rules and regulations of the Association by any proceeding at law or in equity against any person or persons violating or attempting to violate any such provisions. All rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, and failure of the Association to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All expenses incurred by the Association in connection with any such proceedings, including court costs and attorneys' fees, together with interest thereon at the highest interest permitted by law, shall be charged to and assessed against any Owner violating any such provisions and shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6. If any Owner, or his guests, violates any provisions of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations of the Association, the Board may, after affording

the Owner an opportunity to be heard, levy a reasonable fine against such Owner, and such fine shall be added to and deemed a part of his assessment and constitute a lien on his Lot and be enforceable as provided in Article 6.

8.2. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision hereof, all of which shall remain in full force and effect.

8.3. Title in Land Trust. In the event title to any Lot is conveyed to a title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfer of the beneficial interest of any such trust or any transfers of title of such Lot.

8.4. Amendments. Except as otherwise provided in this Declaration, the provisions of this Declaration may be amended by an instrument in writing setting forth such amendment signed and acknowledged by the voting Members having at least fifty-one (51 %) percent of the total votes of the Members or that is approved at a duly called and held general or special meeting of Members by the affirmative vote, either in person or by proxy, of the voting Members having a majority of the total votes of the Members and containing a certification by an officer of the Association that said instrument was duly approved as aforesaid. No amendment shall be effective until duly recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

8.5. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

8.6. Notwithstanding anything herein to the contrary, Declarant and/or Developer reserve(s) the right to transfer, assign, mortgage or pledge any and all of

either respective privileges, rights, title and interests hereunder, or in the Property, by means of recording, an assignment of such with the Office of the Recorder of Deeds of Cook County, Illinois. Upon such assignment, Declarant and/or Developer, as the case may be, shall be relieved from any liability arising from the performance or nonperformance of such rights and obligations accruing from and after the recording of such assignment. No such successor assignee of the rights of Declarant and/or Developer shall have or incur any liability for the obligations or acts of any predecessor in interest.

8.7. Each Owner of a Lot shall file the correct mailing address of such Owner with the Association and shall notify the Association promptly in writing of any subsequent change of address; provided, however, that if any Owner shall fail to so notify the Association, the, mailing address for such Owner shall be the common street address of the Lot owned by such Owner. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States mails, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner shall be deemed delivered on the third (3rd) day after deposit in the United States mails.

8.8. Notices. Any notice required or desired to be given under the provisions of this Declaration to any Owner shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the person who appears as the Owner at his last known address, all as shown on the records of the Association at the time of such mailing.

ARTICLE 9 COMMON INTEREST COMMUNITY

The Association shall act and operate as a Common Interest Community as defined in 735 ILCS 5/9-102, as from time to time amended. The Declaration and By-Laws shall be deemed to be amended as necessary to comply with any statute relating Common Interest Communities, and the Developer or Board may record such documents as necessary to effect this compliance.

IN WITNESS WHEREOF, the Declarant, the corporation, has caused its name to be signed to these the date and year first above mentioned.

Nitti Development, LLC

ATTEST:

STATE OF ILLINOIS)
)
COUNTY OF _____) SS.

I, the undersigned, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that_____, and_____, of Nitti Development, LLC, personally known to me to be the same persons whose names are subscribed to the foregoing Declaration of Covenants, Conditions, Easements and Restrictions for the SCHAUMBURG SUBDIVISION Homeowners Association, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said Declaration, on behalf of the corporation and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 2020.

Notary Public

4840-5913-1324, v. 2

EXHIBITS A - _____