



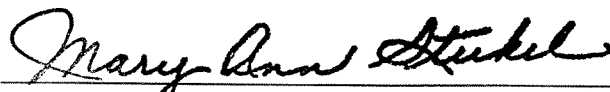
**MARY ANN STUKEL**  
**WILL COUNTY RECORDER**

Executive Centre  
58 E. Clinton Street  
Suite 100  
Joliet, Illinois 60432  
(815) 740-4637  
Fax: (815) 740-4697  
Email: [www.willcountyrecorder.com](http://www.willcountyrecorder.com)

**STATE OF ILLINOIS**  
**COUNTY OF WILL**

I, **MARY ANN STUKEL, RECORDER** in and for said County and State aforesaid, and keeper of the records of said office, do hereby certify that the attached is a certified copy of the record of a certain instrument filed in my office, on the 2<sup>ND</sup> day of MAY, A.D. 2001 at 10:53 o'clock AM, as Document Number R2001-050404 and recorded in Book XXXX on Page XXXX microfilmed.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at Joliet, in the County of Will, this 21<sup>ST</sup> day of JULY, A.D. 2004.

  
**MARY ANN STUKEL**  
**WILL COUNTY RECORDER**

(seal)

R2001050404

MARY ANN STUKEL

16P

Will County Recorder

Will County

R 2001050404

Page 1 of 16

PC1 Date 05/02/2001 Time 10:53:28

Recording Fees: 27.00

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

OF

AUTUMN FIELDS SUBDIVISION

THIS INSTRUMENT PREPARED BY  
AND MAIL TO:

Lyman C. Tieman  
Attorney at Law  
167 N. Chicago St.  
Joliet, IL 60432  
(815) 727-9000

OWNER/DEVELOPER'S ADDRESS:

Michael L. Lemmons, Owner  
10 Seneca Ave.,  
West Hawthorn Woods, IL 60047

ALPS of Autumn Fields, Inc.,  
Developer  
P.O. Box 427  
Frankfort, IL 60423

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10/16 3c

**DECLARATION OF COVENANTS, CONDITIONS  
RESTRICTIONS, RESERVATIONS, EQUITABLE  
SERVITUDES, GRANTS AND EASEMENTS OF  
AUTUMN FIELDS SUBDIVISION  
FRANKFORT, ILLINOIS**

The undersigned **ALPS OF AUTUMN FIELDS, INC.**, P.O. Box 427, Frankfort, IL 60423 (hereinafter referred to as "Developer") is the Developer and Michael L. Lemmons, 10 Seneca Ave., West Hawthorn Woods, IL 60047 (hereinafter referred to as "Owner") is the Owner of the following described property:

LEGAL DESCRIPTION ATTACHED HERETO AS "EXHIBIT A"

Owner/Developer hereby incorporates this instrument into the Plat of Subdivision of Autumn Fields Subdivision, and makes the same a part hereof.

**WITNESSETH:**

A. The following covenants, restrictions, reservations, equitable servitudes, grants, easements and set back lines shall be considered as running with the land and shall be binding upon the respective Owners of said Lots, their heirs, executors, administrators, successors, mortgagors, grantees, leasees and assigns.

**(1) SINGLE FAMILY RESIDENTIAL BUILDINGS ONLY**

No business or profession of any nature shall be conducted on any Lot or in any residence constructed on any Lot in this Subdivision, except the business of sale of houses in the Subdivision. None of said Lots as originally platted shall be divided or resubdivided except for the purpose of combining portions thereof with adjoining Lots provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which composes 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. However, nothing herein contained shall prevent the construction of one house on each Lot.

No room or rooms in any residence or parts thereof may 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 to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent a Lot Owner from erecting a single family residential building on any Lot or Lots in the Subdivision and using and maintaining, such building as a sales office, model home, business office, storage area, construction office, for the purpose of the development and sale of homes in said Subdivision. Provided, however, that nothing herein shall preclude an Owner from (i) maintaining a personal professional library on his unit (ii) keeping his personal business records or accounts on his Unit or (iii) handling his personal business or professional calls or correspondence therefrom.

(2) **TWO AND ONE HALF (2-1/2) CAR GARAGE REQUIRED**

As appurtenant to the residential building permitted by Paragraph (1) hereof and to be used exclusively in connection with such residential building, a private garage of sufficient size to house not less than two and one half (2 1/2) standard size American made automobiles shall be constructed or erected, which garage must be attached to such residential buildings as an integral part thereof. Such garage shall not be used at any time as a residence, whether temporary or permanent. Such garage shall, in architectural design and in proportionate construction cost, conform to said residential building. Garages larger in size than three (3) car must be side loaded.

(3) **PERMITTED CONSTRUCTION MATERIALS**

All residences constructed upon any Lot in said Subdivision shall be of brick, stone, masonry or wood construction only. No prefabricated or modular homes shall be constructed on any Lot in said Subdivision, and no plywood, aluminum or vinyl siding shall be used on any structure erected on any Lot in said Subdivision. Each one- story home shall be constructed of brick, stone or masonry materials. All other one and one-half, two or multi-story structures shall have the entire first floor level constructed of brick, stone or masonry material. Unique exterior designs incorporating other types of construction materials may, in the sole discretion of the Architectural Review Committee be approved. All driveways must be paved with either brick, concrete or asphalt from the garage to the street.

(4) **MINIMUM LIVING AREA**

In addition to all other requirements in this Declaration, the following shall be the minimum sizes for the homes in this Subdivision:

(a) A one story residence shall contain at least twenty-four hundred (2400) square feet living area, exclusive of garage, breezeway, porches and basement.

(b) A one and one-half story residence shall contain at least twenty-six hundred (2600) square feet of living area, not less than eighteen hundred (1800) square feet of which shall be on the first floor exclusive of garage, breezeway, porches and basement (for all the purposes of this Declaration, a one and one-half story residence shall be defined as a residence with a second floor

above the first floor, which second floor is smaller in living area than the first floor but not to include those buildings commonly described as multi-level, split-level, bi-level or tri-level).

(c) A two story residence shall contain at least twenty-six hundred (2600) square feet of living space of which at least fourteen hundred (1400) square feet of living area on the first floor exclusive of garage, breezeway, porches and basement.

(d) Residences which are commonly referred to as multi-level, bi-level, tri-level or split-level shall be discouraged in said Subdivision.

(5) **NO TEMPORARY BUILDINGS, OUT BUILDINGS, CAMPERS, TRAILERS, ETC.**

No temporary house, campers, habitable motor vehicles, pet enclosures, batting cages, sheds, trailer, tent, stand, recreational appurtenances, shack, 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 as a residence. No vehicles shall be repaired on any lot except inside a garage.

(6) **SIGNS**

No Owner of a Lot may indicate that the Lot and/or residence thereon is for sale or for rent by posting a sign on the property. No other signs, banners or other manner of advertisement shall be permitted in the Subdivision without the express written consent of the Developer, or his successor or assigns. This provision shall not apply to any sign which the Developer may erect identifying or advertising the Subdivision. This provision shall not prohibit a home builder from advertising a model home or sales office in this Subdivision.

(7) **LOT OWNER'S RESPONSIBILITY FOR SIDEWALKS AND DAMAGE TO SIDEWALKS & CURBS**

In the event the Village of Frankfort shall within two (2) years after the issuance of an occupancy permit for home on a Lot Owner's property require the replacement or repair of curbing or sidewalks in front of the Lot Owner's Lot, the Lot Owner shall at his own expense repair or replace such sidewalk or curb in accordance with the requirements of the Village of Frankfort. It shall be the responsibility of the Lot Owner to prevent such damage from occurring by adequately protecting the curb and sidewalk during the construction of his home. In the event of the failure of the Lot Owner to make such repairs, Developer shall have the right to make such repairs and to file a lien for any costs of repairs he incurs. In the event it becomes necessary for the Developer to sue to collect the amount of said repairs, Owner shall be responsible for the payment of Developer's court costs and legal fees.

Each Lot Owner shall, at his expense, install a sidewalk to Village of Frankfort specifications across the full width of Lots Owner's Lot prior to the Village of Frankfort issuing an occupancy permit for any residence built upon said Lot. In the event Lot Owner fails to install said sidewalk, Developer may install said sidewalk and lien Lot Owner's Lot for the cost of materials and labor expended by Developer, including legal fees necessary to enforce said lien.

(8) **NO TRUCKS, CAMPERS, ETC. TO BE KEPT ON ANY LOT OR ON ANY STREET**

No trucks, truck-mounted campers, motor homes, trailers, utility trailers, recreation vehicles (including but not limited to snowmobiles), house trailers, buses, boats, boat trailers, campers, 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, and the dedication of any such right-of-way or street in the plat attached hereto shall be subject to this provision. No trucks truck-mounted campers, motor homes, trailers, house trailers, buses, boats, boat trailers, 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 in a structure which complies with this Declaration.

(9) **JUNK, MACHINERY AND MATERIALS**

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 Lot, except as necessary during the period of construction of a building thereon. No Lot in the Subdivision shall be used for storage of unsightly materials.

(10) **ANIMALS**

No more than two (2) 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 noises or otherwise constitute a nuisance or inconvenience shall be removed from the premises by the person having custody of the same.

(11) **FENCES**

No fence shall be constructed on any Lot in the Subdivision except herein provided:

(a) No fence shall be constructed without the prior written approval of the Architectural Review Committee (ARC).

(b) All fences shall be of uniform style, height, color and construction material as established by the ARC. The ARC shall establish a design standard of wrought iron or aluminum equivalent.

(c) No fence shall be located closer to the street than the rear of the dwelling unit, and, in the case of corner Lots, no fence shall be located closer to the street than the rear of the dwelling unit and the side of the dwelling unit closest to the street.

(d) Fences will not be allowed except where such fence is required by Village of Frankfort Ordinance (i.e. swimming pools, etc.). In such case the ARC shall only allow the enclosure of an area of sufficient size to incorporate the intended use.

(e) No fence shall extend beyond the side and rear setback lines as established by Ordinances of the Village of Frankfort or the Plat of Autumn Fields Subdivision.

(f) All fences shall be maintained by the Lot Owner in a condition that is comparable to the condition when new and shall not be permitted to deteriorate or become unsightly due to weathering or neglect.

**(12) DRIVEWAY REQUIREMENTS**

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, brick, asphalt or bituminous paved driveway from the street to the garage, provided, however, that this requirement may be extended for a period not to exceed one hundred twenty (120) days in the event 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.

**(13) EXTERIOR COLOR PLAN**

The ARC shall have final approval of all exterior color plans and each Owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trim, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for the Autumn Fields Subdivision.

**(14) ROOFS**

Flat roofs shall not be permitted. No built-up roofs shall be permitted. The composition of all pitched roofs shall be of materials approved by the ARC.

(15) CURBSIDE MAILBOXES

In the event curbside mailboxes (boxes not attached to a residence) are required for delivery of the U.S. Mail in the Development, 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 Development only such a mailbox or receptacle as the ARC shall approve. Under no circumstances shall non-decorative, rural curbside mailboxes (sometimes referred to as U.S. 1, 1- 1/2 or 2 etc.) be installed anywhere in the Development. The street number shall be affixed to the mailbox. In those cul-de-sacs where there are landscape islands, mailboxes for cul-de-sac lots shall be clustered in the island. Landscape to be located no closer than five (5) feet from the edge of the curb.

(16) ARTIFICIAL VEGETATION

No artificial grass, plants or other artificial vegetation shall be place or maintained upon the exterior portion of any Lot, unless approved by the ARC.

(17) CLOTHES DRYING AREA

No portion of any Lot shall be used as a drying or hanging area for laundry of any kind, it being the intention hereof that all such facilities shall be provided within the building to be constructed on the Lot.

(18) RUBBISH, TRASH AND GARBAGE

No rubbish, trash, garbage or other waster materials shall be kept or permitted on any Lot, except in enclosed containers located in appropriate areas concealed from public view and trash receptacles shall not be placed curbside for pickup more than 12 hours prior to pickup.

(19) LAWN & LANDSCAPING

Within sixty (60) days after the issuance of an occupancy permit, the Lot Owner shall establish a lawn and complete the landscape plan. Parkway, front and side yards shall be sodded. Rear yard shall be sodded or seeded.

A minimum of one (1) shade tree in a diameter of 2-1/2" to 3" shall be planted in the parkway for each thirty (30) linear feet of parkway per the Street Tree Master Plan as approved by the Village of Frankfort. All trees shall be of a type as established by Ordinance of the Village of Frankfort.

A minimum of three (3) shade trees in a diameter of 2" to 3" shall be planted in the side or rear yards of each Lot. All trees shall be of a type identified by a list established by Developer.



Foundation landscaping shall be provided on the front and sides of each dwelling unit in accordance with Village of Frankfort Ordinances.

No landscaping shall commence until a complete landscape plan has been submitted to and approved by the Developer in writing.

**(20) NINETY DAYS TO COMPLETE SHELL AND SIX MONTHS TO COMPLETE FINISHED EXTERIOR**

The work of constructing, altering or remodeling any building on any said Lot shall be prosecuted diligently from its commencement and until the completion thereof. The complete exterior structure or shell, not including finished exterior wall materials (e.g. brick, stone, or other approved material), must be completed and erected and constructed within ninety (90) days after the date construction of any residence shall have been commenced. The completion (including the roof and all exterior walls) on every building or residence commenced to be constructed in the Subdivision shall be completed within six (6) 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 six (6) months.

**(21) WEED CUTTING AND CLEAN UP**

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 necessary during the period of construction and in approved containers. The Owner of each Lot shall be responsible for the cutting or removal of weeds periodically on such Lot so as to conform with the requirements, ordinances and regulations of Frankfort, Illinois.

**(22) ANTENNAE, SATELLITE DISHES, ABOVE-GROUND POOLS**

No antennae, towers or satellite dishes are allowed. Above-ground swimming pools are not allowed.

**(23) ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE DEVELOPMENT**

**Section 1. Necessity of Architectural Review and Approval.** No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, deck, gazebo, play structure, lighted recreational area, landscaping, landscape device or object structure or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Architectural Review Committee (ARC). All plans and

specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography. No foundation shall be poured nor shall construction commence in any manner or respect until the layout for the structure is approved by the ARC.

**Section 2. Architectural Review Committee.** The Architectural Review Committee shall consist of one or more members appointed by the Developer. In the event Developer shall relinquish its authority to appoint the members of the ARC, or shall fail to appoint one or more members of the ARC, or upon the expiration of 10 years from the date of this Declaration, whichever comes first, the members of the ARC shall be appointed by a majority of the Owners of lots in the Autumn Fields Subdivision at a meeting called for such purpose.

**Section 3. Powers and duties of the ARC.** The ARC shall have the following powers and duties:

A. To require submission to the ARC of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, structure or other improvement, the construction or placement of which is proposed upon any Lot in the Autumn Fields Subdivision. The ARC may review and pre-approve plans of a proposed Owner prior to the submission of plans and specifications from an architect with the final review and approval contingent upon submission of plans and specifications from a licensed architect provided for herein. The ARC may require submission of samples of building and construction materials proposed for use on any Lot and such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvements in accordance with this Declaration including but not limited to, a site plan showing location of the buildings, landscape plan, fences, gas or electric yard light and other structures upon the Lot. The ARC shall encourage the use of natural siding materials, such as brick, stone and wood. The use of aluminum, vinyl, plywood, pressboard or other similar materials as siding is prohibited.

B. The ARC 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 ARC:

(1) Such construction plans are not in accordance with all of the provisions of this Declaration.

(2) If the design, exterior and interior size, exterior shape, exterior construction materials or color scheme of the proposed building or other structure is not in harmony with the adjacent buildings, structures of the character of the Development; or

(3) If such construction plans as submitted are incomplete; or

(4) If the ARC deems the construction plans or any part thereof or any material used on the exterior of the building 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 the adjacent property Owners, all in the sole and uncontrolled discretion of the ARC; or

(5) If the ARC shall, within its sole and unlimited opinion and discretion, deem 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 sites or buildings in the Development.

(6) If the elevation, roof lines and color scheme are too monotonous when considered in the context of other existing homes within five lots of the proposed dwelling.

The decisions of the ARC shall be final. Neither the Developer nor any agent of the Developer nor any member of the ARC shall be responsible in any way for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, not for any structural or other defects in any work done according to such construction plans. The ARC may require the deposit of a reasonable fee from the Lot Owner prior to review and approval of the plans or specifications.

**(24) OUTLOT MAINTENANCE**

(a) **Creation and Purpose.** There shall be formed an Illinois Not-for-Profit Corporation to be known as Autumn Fields Homeowners Common Areas Maintenance Association (commonly referred to as the "Maintenance Association") whose purpose shall be to own and maintain Common Areas, which include landscape easements and landscape islands (denoted as Outlot C & D) as referenced on the recorded plat in the Autumn Fields Subdivision, as said Outlots for the common enjoyment of the Members of the Maintenance Association. The Maintenance Association shall be vested with fee simple ownership of said Common Areas and access rights to landscape easements. The Maintenance Association shall have the right and obligation to own and maintain said Common Areas and landscape easements for the exclusive benefit and enjoyment of the Members of the Maintenance Association in full compliance with the Ordinances of the Village of Frankfort and to be esthetically pleasing to all of the Owners of Lots in the Autumn Fields Subdivision. The areas to be maintained shall include detention areas, landscape buffer easements, landscape islands, cul-de-sacs, etc., as depicted on the Plat of Subdivision.

(b) **Membership.** Every person or entity, including the Developer, its successors and assigns, who is a record Owner of a fee interest in the 114 single family lots and one commercial lot inclusive of the Autumn Fields Subdivision shall be a Member of the Maintenance Association. Membership in the Maintenance Association shall be appurtenant to and may not be separated from

Ownership of any aforementioned Lot. Ownership of said Lot shall be the sole qualification for membership.

(c) **Voting Rights.** The Maintenance Association shall have only one class of voting membership. Each Lot, regardless of the number of Co-Owners, shall be entitled to one vote on any issue before the Maintenance Association.

(d) **Powers of the Association.** The Association shall have the following powers:

1. To elect Directors, to appoint Officers, to hire employees or agents and to enter into Contracts as the Association deems necessary from time to time. The powers of the Maintenance Association shall be vested in its Board of Directors, which at all times shall be comprised of not less than three (3) Directors. The Directors shall have all powers of the Maintenance Association not specifically reserved to the Members of the Maintenance Association which are permitted by the Laws of the State of Illinois.
2. To own Common Areas in the Autumn Fields Subdivision and to pay ad valorem taxes as may be assessed from time to time for said Common Areas.
3. To maintain all portions of Common Areas for the exclusive enjoyment of the Members of the Maintenance Association, including all rights of exclusive possession to Common Areas.
4. To enter and maintain the landscape buffer easements along Laraway Road, Wolf Road and all detention areas and outlots of the Autumn Fields Subdivision. The maintenance association is hereby granted a permanent easement to enter and maintain the aforesaid areas in accordance with these covenants and the direction of the Village of Frankfort. Maintenance shall include replacement of vegetation (as originally designated on approved landscape plans) lost or damaged after original warranty period.
5. To levy and collect assessments against the Members and to this extent to lien any and all Lots in Autumn Fields Subdivision when necessary to enforce the collection of assessments.
6. To adopt reasonable by-laws, rules and regulations necessary and proper to carry out the powers and duties of the Maintenance Association.

7. It shall be the obligation of the Maintenance Association to maintain the landscape areas and grass areas in a clean and orderly condition, all in accordance with the Ordinances of the Village of Frankfort.

8. Until such time as the Developer ceases to be the Owner of any Lot in the Autumn Fields Subdivision, the powers and duties of the Maintenance Association shall be under the exclusive control of the Developer. The Developer, however, shall have the right at any time to turn the control of the Maintenance Association over to the Members of the Maintenance Association upon not less than 30 days notice in writing addressed to each Member of the Maintenance Association.

**(e) Village of Frankfort Common Areas Lien Rights.** In the event the Association or an Owner does not comply with the terms of these covenants, or any of the obligations set forth herein, upon twenty-one (21) days' notice, the Village of Frankfort shall have the right, but not the obligation, to enforce these covenants. Any actual funds that the Village expends or costs that the Village incurs in enforcing or complying with the terms of these covenants, including but not limited to reasonable attorneys' fees, shall be reimbursed by the non-complying party. The Village shall have the right to lien the property of the non-complying party and enforce said lien to the full extent allowed by law, including but not limited to foreclosure of the same.

**(f) Reserve fund.**

1. At the time of the initial closing of the sale of any lot or lots and/or the resale thereafter, the Lot Owner shall make a non-refundable non-transferable deposit of One Hundred (\$100.00) Dollars into a maintenance reserve fund to be established at a banking institution with offices in the Village of Frankfort. Said bank shall agree to be bound by the terms of this section of these covenants by noting the same, including the recorder's document number, in the account records. In addition to all rights set forth herein, the Village of Frankfort shall be entitled to be fully and immediately reimbursed for any and all costs incurred under any of the terms of these covenants including but not limited to those set forth in Section 24 hereof, by presenting the following to the banking institution:

(i) A letter setting forth the nature of the default of the Association, which includes an itemized list of the costs to be reimbursed.

(ii) A statement that a demand for payment has been made upon the Association, and the Association has not paid the amount due.

Upon presentation of the foregoing, the banking institution shall treat this notice in the same fashion as a draw on a Letter of Credit (and this matter shall be governed by the rules applicable to a Letter of Credit) and shall promptly make payment to the

Village in accordance herewith.

2. At no time shall the monies held in the maintenance reserve fund exceed the sum of Twenty Thousand (\$20,000) Dollars. In the event the fund reaches this sum, the excess shall be turned over to the Maintenance Association.

(3) In the event the funds held in the maintenance reserve fund are insufficient to reimburse the Village for any and all of its costs associated with its required maintenance, each lot owner shall be liable and responsible for the shortfall. The Village shall have the right to place a lien on any or all of the lots in the subdivision, and to foreclose on said lien as if said lien is a mechanic's lien as defined by Illinois Statute.

(4) The Maintenance Association shall provide to the Village of Frankfort an annual report on the status of the Maintenance Reserve Fund.

**(25) ACCEPTANCE BY GRANTEES**

A. 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, and by such acceptance shall for himself, his heirs, personal representatives, successors, assigns, grantees and lessees, covenants 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 "restrictions") 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 of the Lots in the Subdivision and may be enforced by the Owner or Owners of any Lot in said Subdivision, or the Village of Frankfort, or by the Developer, its successors or 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 a 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 Owners shall pay all court costs and reasonable attorneys' fees of the Developer, or other Lot Owners, or the Village of Frankfort seeking relief. 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 Lots in said Subdivision, or the Village of Frankfort 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 and 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, its successors or 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 on account of the failure or defect of the Developer, or their successors or 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. In the event any lawsuit is filed by an Owner against the Developer, the person so filing the lawsuit shall be liable for all costs and attorneys fees and other expenses of said case incurred by the Developer including the expense of expert witnesses.

The restrictions herein shall continue for ten (10) years from the date of recording, at which time they shall continue for successive periods of ten (10) years unless by a two-thirds (2/3) vote of the Owners of the Lots in said Subdivision at the beginning of each successive ten (10) year period they are amended or revoked.

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 any instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer (or its successors assigns) or by the then Owners of not less than two-thirds (2/3) of the Lots in said Subdivision, which declaration shall set forth such amendment or revocation 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 two-thirds (2/3) of the Owners of such Lots must also be signed by Developer or such amendment or revocation shall not be valid. A certificate signed and acknowledged by the Recorder of Will County or by an abstractor or 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 two-thirds (2/3) of such Lots shall be deemed prima facie 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 Owner in determining the number of votes and Owners. Notwithstanding the above paragraph, the Owners shall not, in any case, amend or revoke Section 24 of these covenants and restrictions.

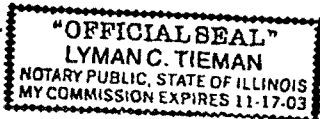
R2001050404

This 26 day of Apr, 2001.

Alps of Autumn Fields, Inc., Developer

BY: [Signature]

Attest:  
Subscribed & Sworn to before me this  
26 day of Apr, 2001.



[Signature]  
Notary Public

Michael L. Lemmons, Owner

BY: [Signature]

Attest:  
Subscribed & Sworn to before me this  
26 day of Apr, 2001.



LAW OFFICE OF LYMAN C. TIEMAN  
167 N. Chicago St.  
Joliet, IL 60432  
(815) 727-9000



R2001050404

EXHIBIT A

LEGAL DESCRIPTION  
AUTUMN FIELDS SUBDIVISION

PARCEL I:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PORTION CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS BY DEED DATED JANUARY 18, 1995 AND RECORDED AS DOCUMENT NO. R95-7808; AND

PARCEL II:

SIXTEEN AND FORTY-SEVEN HUNDREDTHS ACRES OF THE WEST SIDE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 35 NORTH OF RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID LAND BEING ALSO DESCRIBED AS: LOT 6, IN ASSESSOR'S SUBDIVISION OF THE NORTH FRACTION OF THE SOUTH HALF OF SECTION 32, TOWNSHIP 35 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALL IN WILL COUNTY, ILLINOIS.

PINS: 09-32-100-007-0010  
09-32-100-007-0020  
09-32-100-008  
09-32-300-001

COMMON ADDRESS: SE CORNER OF LARAWAY AND WOLF ROADS,  
FRANKFORT, ILLINOIS, 60423