

DECLARATION OF PROTECTIVE COVENANTS  
BON VIVANT'S BORDEAUX ESTATES

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Prepared by: Madison Kent Karlock  
1140 Canterbury Lane  
Bourbonnais, IL 60914

Return to: Municipal Trust & Savings Bank  
Trust No. 0999  
P.O. Box 146  
Bourbonnais, IL 60914

DECLARATION OF PROTECTIVE COVENANTS  
BON VIVANT'S BORDEAUX ESTATES

Kankakee County , Illinois

Due to scrivener errors within Bon Vivant's Bordeaux Estates original Declaration of Protective Covenants recorded on the 9<sup>th</sup> day of April , 1996 , and subsequent Amendments , the following corrected Declaration of Protective Covenants is recorded on this 16<sup>th</sup> day of April , 2002 , and shall supersede all other previous recordings.

Prepared by:  
Madison K. Karlock  
1140 Canterbury Lane  
Bourbonnais, IL 60914

State of Illinois  
Kankakee, County  
Rec'd for Record

02-07-05 16:04:33

200502729

After Recording Return to:  
Municipal Trust and Savings Bank  
Trust #0999  
P.O. Box 146  
Bourbonnais, IL 60914

Dennis E. Coy  
Kankakee County Recorder of Deeds

AMENDMENT TO THE  
DECLARATION OF PROTECTIVE COVENANTS

BON VIVANT'S BORDEAUX ESTATES

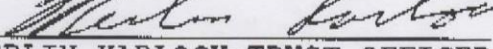
Kankakee County, Illinois

Pursuant to the provisions within Article IV of the Declaration of Protective Covenants for Bon Vivant's Bordeaux Estates as recorded on April 9th, 1996, as Document #9606296, and subsequent amendments, at the Kankakee County Recorder's Office in Kankakee, Illinois, the following amendment will be added to the aforesaid Article IV under the subtitle to be known as: PREVENTIVE ANNEXATION.

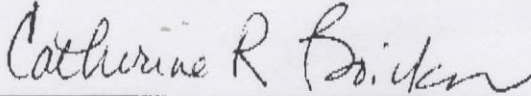
No ownership of a lot in Bon Vivant's Bordeaux Estates 138 parcel development shall be permitted to sign a PRE-ANNEXATION AGREEMENT or any ANNEXATION DOCUMENTATION for the purpose of annexation into the Village of Bourbonnais, in the State of Illinois; unless the Developer or eighty percent (80%) of the lot ownerships' agree as a result of a formal vote conducted by the Declarant, or if legally formed, by the Bordeaux Estates Homeowners Association.

This amendment is made and dated this 1st day of February, 2005, by Municipal Trust and Savings Bank, as Trustee under Trust No., 0999, whose address is 720 Main Street, NW, Bourbonnais, Kankakee County, Illinois.

MUNICIPAL TRUST AND SAVINGS BANK  
AS TRUSTEE UNDER TRUST NO. 0999

BY:   
MERLIN KARLOCK-TRUST OFFICER

ATTEST:

  
CATHERINE R. BOICKEN-EXEC.V.P.

SEAL

200502729

**DECLARATION OF PROTECTIVE COVENANTS**

**BON VIVANT’S BORDEAUX ESTATES**

Kankakee County, Illinois

This Declaration is made and dated this 2nd day of January, 1996, by Municipal Trust and Savings Bank, as Trustee under Trust No.0999, whose address is 720 Main Street, NW, Bourbonnais, Kankakee County, Illinois, (hereinafter referred to as “Declarant and sometimes as Developer”). Declarant is the owner of the real property described in ARTICLE 1 of this declaration, and is desirous of subjecting said real property to the conditions, covenants, restrictions, reservations, and easements hereinafter set forth, each and all of which is and are for the benefit of and pass with said property and each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof:

**WITNESSETH:**

- A. DECLARANT HEREBY DECLARES THAT THE REAL PROPERTY DESCRIBED IN AND REFERRED TO IN ARTICLE I HEREOF IS, AND SHALL BE, HELD, TRANSFERRED, SOLD, CONVEYED, AND OCCUPIED SUBJECT TO THE CONDITIONS COVENANTS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS (SOMETIMES HEREINAFTER COLLECTIVELY REFERRED TO AS “COVENANTS”) HEREINAFTER SET FORTH.

**ARTICLE I**

**PROPERTY SUBJECT TO THIS DECLARATION**

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied, subject to the Covenants set forth herein, is and shall be known BON VIVANT’S BORDEAUX ESTATES, consisting of Lots 1 through 138, being a Subdivision of part of the East Half of Section 13 and a part of the Mesheketeno Reservation, all in Township 31 North, Range 11 East, of the 3rd Principal Meridian in Kankakee County, Illinois.

## ARTICLE II

### GENERAL PURPOSES OF THIS DECLARATION

The general purpose is to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereof of buildings built of improper or unsuitable materials, to insure adequate and reasonable development of said property, to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; and in general to provide adequately for a highest type and quality of improvement in BON VIVANT'S BORDEAUX ESTATES, and to insure desired high standards of maintenance and operation of community facilities and services benefited to all owners of property by maintaining and promoting the desired character of the entire BON VIVANT'S BORDEAUX ESTATES and convenience to all residents.

## ARTICLE III

### DEFINITIONS

**BASEMENT.** A portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground at building front.

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

**BUILDING HEIGHT.** The vertical distance measured from the established ground level to the highest point of the underside of ceiling beams, in the case of a flat roof; to the deck line of mansard roof; and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip, or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculation of height.

**COMMON USE AREA.** The areas designated as cul-de-sac centers, entrance areas, out lots, and lake sides. Said areas may or may not be construed to be a public dedication.

**DECLARANT.** Municipal Trust and Savings Bank, as Trustee under Trust #0999, 720 Main Street, NW, Bourbonnais, Kankakee County, Illinois.

**DEVELOPER.** The Developer and Declarant are initially the same entity.

The Developer's ownership, rights, and privileges may be assigned in total or in part. The use of the word "Developer" herein refers to the Developer, his successors or assigns.

**DWELLING.** A residential building primarily designed for one family occupancy.

**LOT.** A parcel of land, under fee ownership, occupied by or intended for occupancy by one dwelling. The word lot is interchangeable with the word home site.

**LOT LINE, REAR.** That boundary of a lot which is most distance from and is, or is approximately, parallel to the front lot line. If the rear lot line is less than 10 feet in length, or if the lot forms a point at the rear, the rear lot line shall be deemed to be a line 10 feet in length within the lot, parallel to and at the maximum distance from the front lot line.

**LOT LINE, SIDE.** Any boundary of a lot which is not a front or rear lot line.

**OCCUPANT.** A person, other than the owner, in possession of a house on a lot within the BON VIVANT'S BORDEAUX ESTATES.

**RECORD OWNER.** The person or persons, in the aggregate, owning one hundred percent (100%) of the ownership of record (or, if titled in a land trust, the beneficial interest therein and power of direction there over) of a lot.

**SIDE STRIP.** The unpaved strip of land within a street right-of-way and which is parallel to the roadway.

**STORY.** That portion of a house included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story.

**STRUCTURE.** Anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

**SUBDIVISION.** Subdivision refers to "Bon Vivant's Bordeaux Estates."

**SUBJECT PROPERTY.** The property referred to from time to time in Article I hereof.

## ARTICLE IV

### **1. LAND USE AND BUILDING TYPE**

All lots in BON VIVANT'S BORDEAUX ESTATES shall be used for private residence purposes. Only one structure may be built on each lot. No business or profession of any nature shall be operated on any lots in this subdivision, except the business of sale of houses in the subdivision. None of said lots as originally platted shall be divided or re-subdivided except for the purpose of combining portions thereof with an adjoining lot or lots provided that no additional building site is created thereby. Any single ownership or single holding by any person or persons which comprises the whole of one said lot (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.

No room or rooms in any residence or parts thereof may be rented or leased and no paying guests shall be quartered in a residence. However, an entire residence as a single unit may be rented or leased to a single family.

Subject to the consent of the Developer which may be withdrawn at any time at his sole discretion, however unreasonable, 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 model home or sales office, for the purpose of the development and sale of lots or homes within the subdivision.

### **2. MANDATORY APPROVAL OF HOUSE PLANS**

It is understood and agreed that the purpose of architectural controls is to secure an attractive harmonious residential development having continuing appeal. In consideration of the eventual overall aspect of the community, the Developer will be guided by the standards of good architectural design. Therefore, no building of any kind or character, fence, wall, pool, large playground equipment, structure or improvement whatsoever shall be commenced, erected, altered, modified, or maintained within the subdivision, nor shall any exterior additions to or changes or alterations thereon be made until construction plans, which plans shall include drawings, specifications, exterior elevations, construction materials and colors (including samples of all exterior materials), landscape plans, the approximate cost of such building and other structures, and a site plan showing the location of said structures to be built, have been submitted and approved in writing by the Developer. The Developer shall have the right to



take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the view from adjacent or neighboring properties within the subdivision. In no instance shall a building of a design exactly or substantially the same as any other approved in the subdivision be permitted except as permitted by the Developer. The Developer shall have the unrestricted right to refuse to approve any such construction plans or specifications, grading plan, or landscape plan, and prevent of it if, in his sole opinion:

- a. Such construction plans are not in accordance with all of the provisions of this Declaration; or
- b. 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, or the character of said subdivision; or
- c. If such construction plans as submitted are incomplete; or
- d. If the Developer 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 developer, or adjacent property owners, or other present or future property owners, all in the sole and uncontrolled discretion of the Developer; or
- e. If the Developer shall, within his sole and unlimited opinion and discretion, deem the construction plans or any part thereof or building or structures 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 subdivision.

The decisions of the Developer shall be final. Neither Developer nor any architect or agent of the Developer shall responsible for any defects in any construction plans submitted, revised or approved in accordance with the foregoing, nor for structural or other defects in any work done according to construction plans.

By purchase of a lot in this development all such lot owners do hereby agree to be bound by the decisions of said Developer and/or his successors, assignees, or appointees and do hereby waive any rights to seek recovery or take legal action against the Developer and/or his successors, assignees or appointees for any actions they may take or refuse to take.

With respect to requests for approval of tennis courts, swimming pools and any other type of ancillary structure, the Developer must consider, among any other pertinent information, the unique configuration of each lot and the neighborhood compatibility of such proposed structure. Therefore, the Developer retains the right to use his own judgment in approving or rejecting such requests.

No above-ground swimming pools are permitted on any lot.

3. **OTHER DESIGN CHARACTERISTICS**

- a. Inasmuch as the heritage of the Bourbonnais, Illinois area is French, it is the Developer's intent to encourage the construction of houses in the subdivision which acknowledge traditional French design motifs and utilize compatible building materials. Nevertheless, it is recognized by the Developer that this architectural heritage is open to a wide variety of interpretations and therefore the Developer will show flexibility in the approval of varied styles.
- b. Two Car Garage Required. As appurtenant to the residential building permitted herein and to be used exclusively in connection with such residential building, a private garage of sufficient size to house no fewer than two (2) and no more than four (4) standard size American-made automobiles shall be constructed or erected, which garage must be attached to such residential building as an integral part thereof; however, if only one residential building is constructed on two adjacent lots, the Developer may or may not approve an attached garage capable of holding more than four (4) standard size American-made automobiles. Such garage shall not be used at any time as a residence, whether temporary or permanent. Such garage shall conform in architectural design and in proportionate construction to said residential building.
- c. Other Design Guidelines. All driveways must be paved with either brick or concrete from the garage to the street. Homes shall have a minimum 5/12 ratio roof pitch. No prefabricated homes shall be constructed on any lot in said subdivision without Developer approval, and no plywood siding or any other material deemed Unsuited by Developer shall be used on any structure erected on any lot in said Subdivision. No modular homes of any type shall be permitted.

4. **GENERAL CONTRACTOR MANDATE**

All buildings and other structures must be constructed by General contractors who have been preapproved by the Developer. No lot owner can serve as his own general contractor.

Developer reserves the privilege of selecting and approval of contractors without disclosing negative or positive reasonings.

**5. BUILDING HEIGHT**

No dwelling shall be erected, altered, or placed, which is more than two and one-half stories or 35 feet in height, whichever is lesser.

**6. DWELLING QUALITY AND SIZE**

It is the intention and purpose of these Covenants to assure that all dwellings shall be of a quality of design, workmanship, and materials approved by the Developer. All dwellings shall be constructed in accordance with the applicable Kankakee County building codes subject to the restrictive standards required under the Covenants of this Declaratory Documentation.

All lots within BON VIVANT’S BORDEAUX ESTATES have been assigned a special Covenant Category which specifically relates to dwelling size and outside cladding materials. These designations “A”, “B”, “C”, and “C-1”, are more particularly described on Exhibit B which is attached hereto and by this express reference is incorporated herein and made a part hereof. The living area of a dwelling, exclusive of attached garages, carports, open terraces, and breezeways, porches and basements, shall be:

**A. For Lots designated with “A” Category.**

The dwelling shall consist of no less than a 1,600 sq.. ft. living area. The front of the dwelling shall be clad with brick, stone, or drivit; however, the Developer may allow slight deviation due to design. The sides and rear of the dwelling can be of materials other than brick, stone, or drivit, but subject to the approval of the Developer.

**B. For Lots designated with “B” Category.** The dwelling shall consist of no less than 2000 sq. ft. living-area. The front and sides of the dwelling shall be clad with brick, stone, or drivit; however, the Developer may allow slight deviation due to design. The back of the dwelling can be of materials other than brick, stone, or drivit, but subject to the approval of the Developer.

**C. For Lots designated with “C” Category.**

The dwelling shall consist of no less than a 2,500 sq. ft. living area. The front, sides, and rear of the dwelling shall be clad in brick, stone, or drivit; however, the Developer may allow slight deviation due to design.

~~C.—1. For Lots designated with “C-1” Category~~

The dwelling shall consist of no less than a 3000 sq. ft. living area. The front, sides, and rear of the dwelling shall be clad in brick, stone, or drivit ; however, the Developer may allow slight deviation due to design.

7. **LOCATION OF LOT**

No building shall be located on a lot nearer to a street right-of-way line than 25 feet. No dwelling shall be located within 40 feet of a rear lot line or ten feet of a side lot line, not adjoining a street. If approved by the Developer, tennis courts and swimming pools shall be screened from any street by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing. No tennis court or swimming pool shall be located on a lot nearer to a street right-of-way than 40 feet.

8. **EASEMENTS**

In the recorded Plan of Subdivision of BON VIVANT'S BORDEAUX ESTATES and other subsequent and later date recordings, Developer

- A. Granted easements to utility companies and their respective successors and assigns within the area as shown by broken lines on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the Subdivision with telephone and electric service; also the right to use the streets for said purposes, the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment and finally the right to cut down and remove any trees, shrubs or saplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. No buildings or trees shall be placed on said easements but some may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted.

9. **ACTIVITIES; NUISANCES. AND LIVESTOCK** (REVISED 05/15/00)

No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats, over four months of age, shall be kept or maintained on any lot. In the event dogs or cats are kept or maintained on any lot, they must be confined to the owner's property by fence, by leash, or by training. Under no circumstance shall dogs be allowed to bark on any continuing basis or vicious manner, which will adversely affect the neighbors' right to the fullest enjoyment of their own real estate and homes. No burning of refuse shall be permitted outside the dwelling. The use of any garage, carport, driveway, or parking area which may be in front or adjacent to or part of any lot as a habitual parking place for commercial vehicles, trailers, campers, and motor homes, or more than four automobiles, is prohibited.

Motorcycles at all times, must be parked within the garage. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" means vehicles which bear signs or have printed on the side of same reference to any commercial undertaking or enterprise. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and in violation of paragraph I of this Article IV.

10. **PLANT DISEASES OR NOXIOUS INSECTS**

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

11. **NAMEPLATES; HOSPITALITY LIGHTS, TELEVISION OR RADIO ANTENNAE AND TOWERS  
SATELLITE DISHES, FLAG POLES, SIGNS**

There shall be not more than one nameplate on each lot. A nameplate shall be not more than 225 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto. For security reasons, one (1) hospitality light standard, of a design approved by the Developer, must be located within the front yard and kept lit during nighttime hours. The Developer will designate the exact location on each lot for this hospitality standard, and approve the design of of such standard for the entire subdivision. The cost of the subject light, its installation and its electrification will be borne by the lot owner. No television or radio antennae, or tower, shall be erected or used outdoors, whether attached to a building, or otherwise. One communications satellite dish of not more than 26 inches in diameter which is screened from view in a reasonable manner shall be permitted on a lot, provided that that the style materials, color, and location of the equipment on the lot shall be approved in writing by the Developer.

Flag poles are permitted provided the pole is not more than 25 feet in height, unless otherwise approved by the Developer. Only the flags of the United States of America or the State of Illinois may be flown on such flag pole.

Any owner of a lot may indicate that the lot and residence thereon is for sale or for rent by posting an unlit sign at the front property line no larger than 3 feet by 2 feet in size. No other signs, flags, banners, or other manner of commercial advertisement shall be permitted without the express written consent of the Developer, or his successor or assigns. This provision shall not apply to any sign which the Developer, or his agents, may erect identifying the Subdivision or sale of any model homes, which may be deemed necessary by the Developer for the operation and sale of property within the Subdivision.

No sign may be placed by any subcontractors performing work on any lot. Any signage placed by a general contractor must be of a size and color scheme approved by Developer. No other types of signs are permitted without the approval of the Developer or his successor or assigns.

**12. TEMPORARY STRUCTURES**

No temporary house, camper, trailer, habitable motor vehicle, basement of an uncompleted building, tent, shack, garage, (except as permitted in paragraph 1 of this Article IV) and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on: the same lot as the dwelling, and such buildings or structures shall be removed upon the completion of construction, or anytime at the Developer's request.

**13. MAINTENANCE OP SIDE STRIPS**

The owners of lots in BON VIVANT'S BORDEAUX ESTATES shall be responsible for the maintenance of parkways and cul-de-sacs located between their lot lines and edges of street pavements on which said lots face.

**14. LOT OWNER'S RESPONSIBILITY FOR SIDEWALK AND DAMAGE TO SIDEWALKS & CURBS**

In the event Kankakee County shall within two (2) years after the Construction of a 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 Kankakee County. 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 file a lien for any costs of repair he incurs.

Each Lot Owner shall, at his expense, install a sidewalk to Kankakee County specifications across the full width of Lot Owner's lot prior to Kankakee County issuing an occupancy permit for any residence built upon such 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 reasonable legal fees necessary to enforce said lien.

**15. LOCATION OF OUTSIDE AIR CONDITION UNITS**

All air conditioning condensing units or other refrigeration, cooling, or heating apparatus are to be located only in the side or rear yards of any residence constructed in the Subdivision and no such unit or apparatus shall be located in any front yard of any residence in the Subdivision.

**16. DESTRUCTION OF BUILDING**

In the event any house or structure is destroyed whether wholly or partially by fire or any other casualty, said building or structure shall be promptly rebuilt, repaired, or remodeled. In the event, the house is not rebuilt, repaired, or remodeled, all remaining portions of the building or structure, including the, foundations and all debris shall within sixty (60) days from the date of such fire or other casualty, be removed from the property and any excavation remaining therein shall be promptly filled with dirt, stone, or other suitable non—organic fill material.

**17. GARBAGE CANS**

No garbage, trash or refuse cans, containers or receptacles shall be maintained or kept in any portion of the lot beyond the front of any building. All such garbage, trash or refuse cans or receptacles or containers shall be placed as to reasonably screen them from view of the street. All refuse cans used for curbside: garbage collection shall be of the same type, size and color, and must be purchased or- leased by each Lot Owner from the garbage collector designated by Developer, and are allowed to be placed curbside only on designated garbage collection days.

**18. FENCES**

No fence shall be erected on any lot in the Subdivision that shall be more than six (6) feet in height and such fence shall not extend in front of the rear wall of the building thereon, provided, however, that the restrictions shall not be intended to prevent erection of an open decorative fence or hedge not more than four (4) feet in height extending from the front of the building to the front property line. Chainlink fences shall not be allowed in said Subdivision.

**19. 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 or brick 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 days (120) 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.

**20. LAWN AND LANDSCAPING**

Within one hundred eighty (180) days after a residence is occupied, the Lot Owner shall establish a lawn and complete the landscaping plan. Lot Owner shall install not less than three (3) two-inch diameter trees and appropriate shrubbery in the front yard of his lot within 180 days after said residence is occupied. No gardening activity is allowed in the front or side yards of the house. One garden is permitted for each lot, but such garden may not exceed 1,000 square feet in size and may only be located in the rear yard area.

**21. 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 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) of every building or residence commenced to be constructed in the Subdivision shall be accomplished within six (6) months after the date of commencement of such building. The effect of this provision shall be to require that the exterior and view from neighboring lots of each such residence shall appear completed within said six (6) months.

**22. WEED CUTTING AND CLEANUP**

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. The owner of each lot shall be responsible for the cutting or removal of weeds and lawn mowing on a regular basis so as to conform to the requirements of the Developer.



**23. ACCEPTANCE BY GRANTEES**

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

**24. MAILBOXES**

All mailboxes must be constructed of brick or stone materials which match the front of each lot's dwelling. The Developer must approve the material and design of each mailbox. No newspaper boxes are allowed.

**25. SERVICES NOT PROVIDED BY GOVERNMENTAL ENTITIES OR UTILITY COMPANIES**

In an effort to eliminate as much traffic as possible and the number of people providing services within the Subdivision, such as but not limited to, garbage collection, security and lawn care services, the Developer may enter into contractual arrangements for a variety of services. Each Lot Owner will be billed by the service provider and be totally responsible for the cost associated with Lot Ownership.

**26. DEVELOPER REPURCHASE OPTION**

No building or structure shall be occupied as a one-family detached dwelling unit until both the exterior and interior have been completed. The structure must be completed within one (1) year after the building permit is issued. In the event, for any reason whatsoever, construction is not completed within one (1) year after said date, the Developer shall have the right and option to repurchase the lot and all improvements thereon at the appraised value thereof, by an appraiser appointed by and acceptable to the Developer, so as to enable said building or structure to be completed, and to minimize the detriment to other Lot Owners within the Subdivision.

**B. ENFORCEMENT AND AMENDMENTS**

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, and all of the lots in the Subdivision and may be enforced by the owner or owners of any lot in said Subdivision or by the Developer. A violation of the restrictions herein contained shall warrant the Developer, or any other Lot Owner(s) benefiting thereby to apply to any court of law or equity having jurisdiction for an injunction to prevent such violation or for damages or other proper relief, and if such relief be granted, the owner shall pay all court costs and reasonable attorneys' fees of the Developer or Owner; plus Fifty Dollars per day, beginning ten days after the Developer sends by mail or delivers in some manner notification of covenant violation. All monies collected will be placed in an escrow fund and used for the enhancement of Bordeaux Estates.

No delay or omission on the part of Developer, or the owner or owners of any other lots in said Subdivision in exercising any right, power, or remedy herein provided for in the event of any breach of any of the restrictions herein contained, shall be construed as a waiver thereof or of any acquiescence therein; and: no right of action shall accrue nor shall any action be brought or maintained by or on account of the failure or neglect of the Developer 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.

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 Kankakee County, Illinois) of an instrument declaring such amendment or revocation, which instrument shall be signed either by the Developer 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 and shall be effective from and after the date of its recording; provided however, that if the Developer 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 Kankakee County or by an abstractor or title company doing business in Kankakee 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. In the voting provided for therein 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.

**27. DEVIATIONS BY AGREEMENT WITH DEVELOPER**

Developer hereby reserves the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in this Article IV, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real property in BON VIVANT'S BORDEAUX ESTATES.

**28. SAVINGS CLAUSE**

In the event that a Court of competent jurisdiction should find any term or provision of this Declaration to be invalid, void or unenforceable, said finding shall have no effect on the remaining terms and provisions of this Declaration, which shall remain in full force and effect.

**C. BORDEAUX ESTATES ASSOCIATION**

**1. Creation and Purposes**

Declarant will cause to be formed an Illinois unincorporated association or a not-for-profit corporation known as Bon Vivant's Bordeaux Estates Association, hereinafter referred to as the "Association", whose purposes shall be to insure high standards of maintenance and operation of all property in BON VIVANT'S BORDEAUX ESTATES its successors and assigns reserved by Declarant for common use by all residents -and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Bon Vivant's Bordeaux Estates, its successors and assigns.

**2. Association**

Declarant will vest the administration and direction of the subdivision property in Bon Vivant's Bordeaux Estates Association no later than 45 days after Declarant's conveyance of 130 of the lot ownerships to persons or parties other than the Declarant or to a trust whose beneficial ownership is other than Declarant, or at an earlier time, in the sole discretion of Declarant. In the event Declarant elects to vest part of the administration and direction of the subject property to the Association prior to the conveyance of 130 of the lot ownerships in the manner indicated above, Declarant may, in Declarant's sole discretion, elect to retain any of the powers of administration and direction provided by this Declaration, until such time as the Declarant conveys all of the lot ownerships in the manner indicated above.

### **3. Board of Directors**

The Board of Directors of the Association will initially be three (3) in number; will initially be selected by Declarant, and thereafter will be elected annually, by the members, and from among the membership.

### **4. Articles of Incorporation and Bylaws**

The provisions of the Articles of Association of Incorporation and Bylaws of the Association shall provide as the Declarant deems appropriate and reasonable, but shall not be inconsistent herewith. Until Bylaws of the Association are adopted, the provisions of this Declaration shall be deemed to be its Bylaws. Upon the adoption of the Association's Bylaws, the provisions hereof shall be incorporated therein by reference.

### **5. Membership and Voting**

(a) An owner's membership shall automatically terminate when the owner ceases to be an owner. Upon the convenience or transfer by operation of law of an owner's lot ownership to a new owner, the new owner shall automatically and simultaneously succeed to the former owner's membership in the Association. Such succession of interest shall not, however, relieve the former owner of any obligations for any assessments which were levied or became due while the lot owner was an owner under this Declaration. The voting member may be the owner or may be a person designated in writing by such owner to act as proxy on his behalf and who need not be an owner. Such designation shall be made in writing by the owner to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the owner. It shall be the obligation of each owner to furnish the Board with the current mailing address of the owner and the name of the designated voting member for purposes of receiving notice. In any case where the lot ownership is vested in more than one person, the voting member shall be determined among such persons as they may see fit, but no more than one voting member shall represent, nor shall more than one vote or any fractional votes be cast on behalf of any lot ownership. The method of designation of the Voting Member shall be made as provided by, and subject to, the provisions and restrictions set forth into Bylaws of the Association.

(b) Every record owner of any portion of the fee simple interest in a lot in BON VIVANT'S BORDEAUX ESTATES, shall become and be a member of the Association and each voting member will be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it.

During any period in which an owner shall be in default in the payment of any assessment or special assessment levied by the Association pursuant to this declaration, the voting rights of such owner shall be suspended.

## **6. Powers of Association**

The Association will have the following powers:

- (a) To negotiate a fee structure with the Bon Vivant Country Club, Inc. for use of its amenities by the lot owners. In the event such a fee structure is formalized, individual lot owners may elect to use such amenities by paying the scheduled fees and abiding by the rules regarding the use of said amenities promulgated by Bon Vivant Country Club, Inc.
- (b) To the extent such services are not provided by any governmental body and are desired by the Association members:
  - I. To maintain, care for and replant landscaping on common use areas of the subdivision, specifically cul—de-sac islands and entryways.
  - II. To provide for the plowing and removal of snow from public sidewalks.
  - III. To designate a single trash hauler to service the entire subdivision and prohibit any lot owner from engaging the services of any other trash hauler.
  - IV. To spray and to take other measure for mosquito and fly abatement within the subdivision.
  - V. To employ administrative personnel to assist in the operation of the Association.
  - VI. To employ security personnel for the purpose of providing such security services as the Association may deem necessary in addition to that provided by any governmental body.
  - VII. To maintain the entryway structures and provide utility services thereto.

To mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the officers of the Association to keep any vacant and unimproved property in 'BON VIVANT'S BORDEAUX ESTATES, neat in appearance and in good order. All owners of vacant lots are required to maintain their lots, and if not, the Association shall hire the necessary work to be done and assess the lot owner accordingly, which assessment shall constitute a lien on such property and may be enforced the same as any other assessment lien hereunder.

(d) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association and to pay taxes on such real estate as may be owned by it.

(e) To file either or both an action in law for damages or in equity for a decree of injunction or specific performance against any defaulting lot owner or occupant. All expenses, including but not limited to court and deposition costs, and attorneys' and paralegals' fees, incurred by the Association in connection with any such proceedings, together with a surcharge of 15% of these expenses, and the amount of any judgment entered against a lot owner shall, together with interest thereon at 12% per annum, charged to and assessed against any owner violating any such provisions and shall be added to and be deemed a part of the owner's assessment and shall constitute a lien on that lot.

## **7. Method of Providing Funds**

(a) For the purpose of providing a general fund to enable the Association to exercise the powers, and make and maintain the improvements and render the services herein provided for, the Association shall determine, before December 1st of any given year, for the next ensuing calendar year only the total amount required of such fund for such coming year and may levy an annual assessment against each lot in the subdivision in an amount not to exceed \$50.00 per lot, provided that the annual rate of assessment may be increased by an amount not exceeding:

- I. \$5.00 per lot when approved by the affirmative vote of a majority of the members; or
- II. \$7.50 per lot when approved by the affirmative vote of two-thirds (2/3) of the members, present at a meeting thereof called and held in accordance with the Bylaws of the Association.

The initial assessment for the calendar year 1996 shall be \$25.00 per lot. Assessments may be made in any amount by the Declarant before the first annual meeting of the Association so long as they are uniformly applied to all lots except unimproved lots owned by the Declarant.

(b) In the event of failure of any owner to pay any assessment on or before thirty (30) days following notice to such owner of such assessment or the scheduled due date thereof, if later, then such assessments will become delinquent and shall bear interest at the rate of twelve percent (12%) per annum from the due date thereof to the date of payment, together with a 15% surcharge, and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may therefore be enforced against the owner personally, or as a lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of nonpayment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein a fee of \$20.00, which fee is hereby declared to be a lien upon the real estate described in said certificate.

Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property.

(d) Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under enforcement of the judgment in such suit.

(e) In any suit to enforce or collect an assessment lien or assessment, all expenses, fees and costs allowable under Article VI, Paragraph 6(f) hereof shall be recoverable, in like manner, by the Association.

(f) Each owner other than the Declarant, by acceptance of the deed to his lot ownership, shall be deemed to covenant and agree to pay the Association annual assessments or charges; and special assessments as in this Article authorized and fixed, established, and collected from time to time as herein provided. All such annual and special assessments, together with interest, if any, and cost of collection thereof, including attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each, such assessment is made from the date of its commencement, all as hereinelsewhere provided. Each such assessment, together with such interest and such cost: of collection, shall also be the continuing personal obligation of the owner of such property at the time when the assessment became due.

(g) The assessments levied by the Association shall be used exclusively for the purposes of maintaining the Subject Property, promoting the health, safety, and welfare of the residents of the Subject Property, and carrying out the responsibilities of the Association, including but not limited to the payments of taxes, insurance, personal, professional fees, and other costs and expenses incident to the ownership of the Common Use Area and other parts of the Subject Property. No part of any assessment shall be used by the Declarant to complete the development of the Subject Property.

(h) Until the first annual meeting of the Association, the amount of the annual assessment shall be determined by the Declarant. Thereafter, the amount of the annual assessment shall be determined by the voting members at any annual meeting or any special meeting called for the purposes. Notice of any special meeting for such purpose shall be given in writing to all voting members at least thirty (30) days in advance of the date set for such special meeting. The amount of the annual assessment shall in no case be less than an amount determined (taking into consideration existing cash reserves and the need to maintain future reasonable assessments) by the Declarant or the Association, as the case may be, to be necessary to defray all costs and expenses of the Declarant's (or the Association's) meeting obligations and fulfilling such duties under this Declaration and the Bylaws for the following year. The amount of the annual assessment shall be uniform for all lot ownerships, except as to unimproved lots owned by Declarant.

(i) The Declarant, until the first annual meeting of voting members, and thereafter, the Association, shall fix the date of commencement and the date or dates of payment of the annual assessment against each lot ownership at least thirty (30) days in advance of such date-or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.' The Association, shall, upon demand at any time, furnish to any owner liable for any assessment a certificate in writing signed by Declarant (or, if applicable by an officer of the Board), setting forth whether such assessment has been paid, and such certificate shall be presumptive evidence of payment of any such assessment.

(j) The due date of any special assessment under these provisions shall be fixed by the Association. The Association may require any annual or special assessment to be paid in such installments as it may deem appropriate.

(k) If an assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereof and cost of collection thereof as herein provided, be a continuing lien on the lot in favor of the Association which shall bind such property in the hands of the then owner, his heirs, devisees, personal representatives, successors and assigns until paid. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation and that of his personal representative, but his personal obligation shall not pass to his successors in title unless expressly assumed by them, although the delinquent assessment will remain a lien on the land until satisfied. Further, a lot owner may not convey, mortgage, pledge, hypothecate, sell or lease his lot unless and until all unpaid assessments assessed against such lot have been paid as directed by the Association; such unpaid assessments, however, may be paid out of the proceeds from the sale of the lot or by the Purchaser of such lot. Any sale or lease of the lot in violation hereof shall be voidable at the election of the Association.



(1) Upon the written request of a lot owner or his mortgagee, the Association or its designee shall furnish a written statement of the unpaid charges due from owner which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Association for the issuance of such statements.

(m) In the event that any owner shall fail to perform any covenant, duty, responsibility, or obligation imposed upon him by this Declaration with respect to the condition of his lot, the Association may, after providing such owner with at least ten (10) days written notice of its intent to do so, cause any work and materials necessitated by such failure to be undertaken and provided by reputable and competent persons for the account of such owner and shall levy a special assessment against such owner and his lot ownership for the purpose of defraying, the cost thereof. Any such assessment shall be treated and enforceable in the same manner as annual assessments authorized to be levied by the Association. The Association may, before exercising its authority hereunder, call a special meeting of the Association to consider the necessity for such action. Each owner, by acceptance of a deed to his lot ownership, shall be deemed to consent to the terms of this Section and to grant such rights of entry and access to his lot as may be necessary or appropriate to carry-out its provisions.

(n) The notice required to be given pursuant to this Section may be delivered either personally, or by mail to the voting member representing such lot ownership at the address given to the Association for the purpose of serving such notice, or to the lot ownership of the owner if no voting member address has been given to the Association.

(o) The provisions of this Section 7 shall not apply to Declarant. This Section 7 may not be amended without the prior written consent of Declarant.

## **8. Additional Members**

Every record owner of a fee simple interest in real estate subdivided hereafter by Declarant, or related entity, in Single Family Residence Districts in all additions to BON VIVANT'S BORDEAUX ESTATES, shall become a member of the Association, provided that such interest is subjected by Declarant to the Covenants, including this ARTICLE, as amended from time to time.

## **9. Expenditures Limited to Assessment for Current Year**

The Association shall not expend more money within any one (1) year than the total amount of the assessment for that particular year; plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever, binding the assessment of any future year, except for contracts for utilities and legal fees, and no such contract shall be valid or enforceable against the Association.

**10. Procedure for Amendments**

This ARTICLE VI may be amended at any time by written consent of two-thirds (2/3) of the members of the Association evidenced by an agreement or agreements for that purpose duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of Kankakee County, Illinois.

**11. Action by Declarant**

Until establishment of the Association and designation of its initial three (3) directors, Declarant shall have all authorities and powers of the Association hereunder.

**ARTICLE V**

**VIOLATION OF COVENANTS AND RESTRICTIONS IN GENERAL**

In addition to all other remedies provided hereunder, if any owner (either by his own conduct or by the conduct of any other occupant of his lot) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Association, and such violation shall not be cured within said thirty (30) days after notice in writing from the Association or the Declarant, as the case may be, then the Association shall have the power to issue to such defaulting owner a ten-day (10) notice in writing to terminate the voting rights of such defaulting owner.

**ARTICLE VI**

**TRANSFER OF COMMON USE AREA TO ASSOCIATION**

Within forty-five (45) days after the Declarant's conveyance of one hundred (100) of the lot ownerships to persons or parties other than Declarant or to a trust whose beneficial ownership is in other than Declarant, or at any earlier time in the sole discretion of Declarant, the Declarant shall convey to the Association by quit claim deed, and the Association shall accept as Common Use Area.

## ARTICLE VII

### GENERAL PROVISIONS

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Paragraph 2 of this ARTICLE VII for an initial period of thirty (30) years from and after the, date of this Declaration, and automatically thereafter for successive periods of fifteen (15) years each, subject to Paragraph 5 of this ARTICLE VII.

2. The Covenants herein set forth shall run with the land and shall bind Declarant, Declarant's successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant and each owner or owners of any of the above lands from time to time shall have the right, jointly and separately, to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages.

3. Whenever:

- (a) any lot owner shall fail or refuse to keep his lot free from weeds, underbrush, refuse piles, prohibited motor vehicles, or other unsightly or otherwise prohibited growths or objects; or
- (b) there shall have been built on any lot in BON VIVANT'S BORDEAUX ESTATES any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after receipt of written notice of such violation from the Association (or the Declarant, if applicable) to the owner of such lot;

then Declarant shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In the event of such a removal, the lot owner shall be personally liable for and a lien shall arise and be created in favor of, the Association (or Declarant) and against the owner's lot for the full amount chargeable to the lot and that amount shall be due and payable within thirty (30) days after the owner is billed for it. Such full amount shall include, but shall not be limited to, all costs incurred in removal and, if applicable, cleanup and replacement or restoration, plus reasonable attorneys and other fees and costs incurred in connection therewith.

4. In no event shall the failure of Declarant and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

5. Except for the provisions of Paragraph 8 hereof, the record owners in fee simple of the residential lots in BON VIVANT'S BORDEAUX ESTATES may revoke, modify, amend, or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and any release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

- (a) Any such change or changes may be made effective at any time within fifteen (15) years from and after the date of recording of this Declaration if the record owners in fee simple of at least three-fourths (3/4) of said lots consent thereto;
- (b) Any such change or changes may be made effective at the end of said initial thirty (30) year period or at the end of any such successive fifteen (15) year period if the record owners in fee simple of at least fifty-one percent (51%) of said lots consent thereto at least five (5) years prior to the end of any such period;
- (c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of Kankakee County, Illinois;

provided, however, that ARTICLE VI hereof may be amended at any time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Kankakee County, Illinois, as to the record ownership of said property, shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms, and corporations then owning property in BON VIVANT'S BORDEAUX ESTATES, and shall run with the land and bind all persons claiming by, through or under any one or more of them.

6. All Covenants, liens and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in BON VIVANT'S BORDEAUX ESTATES, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or is sold under foreclosure of any mortgage or under the provisions of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors, or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Declaration.

7. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration, which shall remain in full force and effect.

8. Declarant reserves the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant by written instrument or instruments in the nature of an assignment, which shall be effective when recorded in the Office of the Recorder of Deeds of Kankakee County, Illinois, and Declarant shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.

9. Each owner of a lot in BON VIVANT'S BORDEAUX ESTATES shall file with Declarant, the correct mailing address of each such owner, together with the names and addresses of any persons or entities, who are owners of the beneficial interest of an Illinois land trust owning title to or being contract purchasers of, such a lot and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and, shall make the same available to the Association. A written or printed notice, deposited in the United States post Office, postage prepaid, and addressed to owners at the last address filed by such owners with Declarant, shall be sufficient and proper notice to such owner whenever notices are required in- this Declaration. Declarant's address for all such purposes shall be: Bordeaux Estates, P.O. Box 67, Bourbonnais, Illinois, 60914, unless otherwise provided and recorded as herein set forth.

10. Notwithstanding any other provisions of this Declaration to the contrary, Declarant shall have the right to make non-substantial changes hereto, and, until full execution of the Subdivision Plat of BON VIVANT'S BORDEAUX ESTATES, recording thereof, and recording of the first Deed of Conveyance of a lot therein, Declarant shall have the unrestricted right to revoke, amend, or otherwise alter the within Declaration in all respects and without restriction of any kind.

**ARTICLE VIII**

**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 the 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 personal obligation of the beneficiaries of such trust at the time such charge or lien is incurred, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot.

MUNICIPAL TRUST AND SAVING BANK

AS TRUSTEE UNDER TRUST NO. 0999

- DECLARANT -

BY: signed: Merlin Karlock  
TRUST OFFICER

ATTEST: signed: Catherine R. Boicken

CATHERINE BOICKEN, EX.V.P.

SEAL

PREPARED BY: Madison K. Karlock  
1140 Canterbury Lane  
Bourbonnais IL 60914

RECORDED: 200208048