

THE VISTAS OF PARK FOREST SOUTH

DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by KENNEDY BROTHERS, INC., an Illinois corporation, hereinafter referred to as "Declarant":

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the Village of Park Forest South, County of Will, State of Illinois, which is legally described as follows:

All Lots in Blocks 1 to 9, both inclusive, Blocks 16, 18 and Blocks 22 to 26, both inclusive, in THE VISTAS OF PARK FOREST SOUTH, Phase 1, being a Subdivision of part of the Northwest 1/4 of Section 18, Township 34 North, Range 14, East of the Third Principal Meridian, according to the Plat thereof recorded March 5, 1973 as Document No. R73-6079 in Will County, Illinois;

NOW, THEREFORE, Declarant hereby declares that all of the real property described above shall be held, sold and conveyed subject to the following covenants, conditions, easements, restrictions, charges and liens which shall run with the real property and be binding on all persons having any right, title or interest in the Properties or any part thereof, and their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof.

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ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean The Vistas Association, Inc., an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Member" shall mean each person or entity who is a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. There shall be two classes of members as provided in Article III hereof.

Section 4. "Properties" shall mean that certain real property hereinbefore described and such additions thereto (including the additional properties referred to at Article XI, Section 4) as may hereafter be brought within the jurisdiction of the Association and subjected to the covenants, conditions, easements, restrictions, charges and liens herein provided.

Section 5. "Common Area" shall mean all real property from time to time owned by the Association for the common use and enjoyment of all of the Owners. The Common Area to be owned initially by the Association is set forth and described in Exhibit "A" attached hereto.

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Section 6. "Lot" shall mean any plat of land used or intended for residential purposes now or hereafter shown upon any recorded subdivision plat of the Properties, with the exception of the Common Area.

Section 7. "Declarant" shall mean KENNEDY BROTHERS, INC. and its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas and facilities which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations;
- (c) the right of the Association to designate portions of the Common Area for vehicular parking, as provided in Article V Section 1 hereof;
- (d) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be deemed proper

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by the members. No such dedication or transfer shall be effective unless an instrument consenting to such dedication or transfer shall have been executed by two-thirds (2/3) of each class of members which instrument shall thereafter be recorded in the Office of the Recorder of Deeds of Will County, Illinois.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment in and to the Common Areas and facilities to the members of his household or to his tenants or contract purchasers who reside on his Lot, or to the members of their households.

Section 3. Owner's Easements for Ingress and Egress. Declarant does hereby establish and declare an easement in perpetuity for ingress and egress over, upon and across all of the Common Area now or at any time hereafter included in the Properties, for the use and benefit of the Owners at the date hereof and from time to time hereafter of the following described land:

All Lots in Blocks 1 to 9, both inclusive, Blocks 16, 18, and Blocks 22 to 26, both inclusive, in The Vistas of Park Forest South, Phase 1, aforesaid;

ALSO: All of the land described in Exhibit "B" attached hereto (of which the above described property is a part).

Said easement shall be an easement appurtenant, benefiting and running with the land described herein. Reference to said easement in any deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, shall be sufficient to create and reserve such easement to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easement were fully recited and set forth in its entirety in such document.

Section 4. Access to Adjoining Lots. Every Owner of a Lot and also the Association, and their respective agents, employees and authorized independent contractors, shall have the right to enter upon any adjoining Lot to the extent necessary for the purpose of maintaining, repairing and replacing the improvements situated on or near the boundary of such Owner's Lot and shall

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not be guilty of trespass. In the event the Owner of a Lot or the Association, or their respective agents, employees or authorized independent contractors enter upon any such Lot for purposes of exercising the right created by this Section 4, then such Owner, or the Association, as the case may be, shall make all necessary repairs or replacements on such Lot to correct any damage inflicted upon the Lot by exercise of the right.

ARTICLE III

VOTING RIGHTS

The Association shall have the following two classes of voting membership:

Class A. Class A members shall be all Owners (with the exception of Declarant while holding Class B membership) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any one Lot, all such persons collectively shall be considered to be one member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to such Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall terminate on the happening of any of the following events, whichever occurs earliest:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) Upon resignation of Declarant from Class B membership, or
- (c) On December 31, 1977.

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ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(1) Annual Assessments, and (2) Special Assessments, such assessments to be established and collected as hereinafter provided.

The Annual Assessments and Special Assessments, together with interest thereon and costs of recording and collecting such assessments as hereinafter provided, shall be a charge on the land and shall become a continuing lien upon the Lot against which each such Assessment is made upon the recording of a Certificate of Non-Payment of Assessments in the Office of the Recorder of Deeds of Will County, Illinois. Each such Assessment, together with interest thereon, the costs of recording the Certificate of Non-Payment of Assessments, and the costs of collection, as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such Lot at the time when the Assessment falls due. The personal obligation for delinquent Assessments shall not pass to his successors in title unless expressly assumed by them. Assessments shall be collected and paid in periodic installments as determined by the Association.

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Section 2. Purposes of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and, subject to Article V, for the improvement and

maintenance of the Common Area, to the extent provided herein for the maintenance and landscaping of the Lots, and also for the conduct of the general affairs of the Association.

Section 3. Levy of Annual Assessments - Maximum Annual Assessments. The Board of Directors of The Vistas Association, Inc. shall levy Annual Assessments subject to the limitations hereinafter provided:

- (a) Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment shall be One Hundred Eighty Dollars (\$180.00) per Lot.
- (b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased each year not more than five per cent 5% above the maximum amount assessed for any one of the preceding five (5) years (exclusive of any supplement thereto assessed pursuant to Paragraph (c)).
- (c) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum Annual Assessment may be increased above the maximum amount permitted pursuant to Paragraph (b), provided that such supplement shall be approved by two-thirds (2/3 of each class of members voting in person or by proxy at a meeting duly called for this purpose, and further provided that such supplement shall be assessed for one (1) year only and shall not be included in determining

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the maximum amount permitted to be assessed pursuant to Paragraph (b).

- (d) Increases in Assessments for the purpose of providing for the payment of increases in general real estate or personal property taxes shall not be subject to the limitations provided in this Section 3 provided that the amount of such increase and the reasons therefor be clearly identified in the assessment notice.

Section 4. Date of Commencement of Annual Assessments

- Due Dates. The Annual Assessments shall commence as to all Lots on the first day of the month following the conveyance of the Common Area to the Association. When additional land shall be subjected to the covenants, conditions, easements, restrictions, charges and liens herein provided, the Annual Assessments shall commence on the first day of the month following the date of recordation of the Declaration or Supplementary Declaration annexing such additional land. The first Annual Assessments shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessments against each Lot at least 30 days in advance of each Annual Assessment period. Written notice of the Annual Assessments shall be sent to every Owner subject thereto. The Board of Directors may provide for the payment of assessments on a monthly quarterly, semi-annual, or annual basis and shall establish due dates. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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Section 5. Special Assessments for Capital Improvements.

In addition to Annual Assessments, the Association may levy in any assessment year, Special Assessments for purposes of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such Special Assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. The Association, upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid.

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Section 6. Uniform Rate of Assessment. Both Annual and Special Assessments must be fixed at a uniform rate for all Lots. Notwithstanding the foregoing, the Annual Assessment on vacant Lots or Lots superimposed with an unoccupied unsold home which are owned by Declarant shall be limited to fifteen per cent (15%) of the Assessment for a Class A member and shall be payable on the same time basis as the payments of Class A members..

Section 7. Deficiency Contributions. Notwithstanding the provisions of the preceding section, for every calendar year during which Declarant remains a Class "B" member of the Association, Declarant shall contribute all funds in excess of the budgeted assessments of the Association which shall be necessary to defray the cost properly paid or incurred for the purposes for which Annual Assessments may be collected, all without limitation to

the maximum Annual Assessment. Declarant's contribution for the calendar year during which Declarant's Class "B" membership terminates shall be prorated to the date of such termination on the basis of such costs theretofore property incurred.

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Section 8. Notice and Quorum for Any Action Authorized by Members Under Sections 3 and 5. Written notice of any meeting of members called for the purpose of approving any action authorized under Section 3 or 5 shall be mailed or delivered to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 9. Effect of Non-Payment of Assessments:
Remedies for Collection. Any Assessment of any kind provided herein which is not paid within thirty (30) days after the due date shall bear interest from the due date at the highest General Interest Rate permitted by Illinois Law to be contracted for by any person. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against his Lot, or avail itself of any other competent proceeding, and there shall be added to the amount of such Assessment the costs of preparing and filing the complaint in such action and in the

event a judgment is obtained, such judgment shall include interest on the Assessment, the cost of recording any Certificate of Non-Payment of Assessments as heretofore provided, and a reasonable attorney's fee to be fixed by the court, together with the costs of the action. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Area or abandonment of his Lot.

Section 10. Subordination of the Lien. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage or any lien existing by virtue of Article III of the Declaration of Covenants, Restrictions, Charges and Liens, recorded September 10, 1971 in Will County, Illinois as Document No. R71-21831 by New Community Enterprises, a partnership and Park Forest South Development Company, a partnership. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or lien foreclosure, as provided in Document No. R71-21831, or any proceedings in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments hereafter becoming due or from the lien thereof, otherwise, then as provided herein.

ARTICLE V

DUTIES AND POWERS OF ASSOCIATION

In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in the Articles of Incorporation and By-Laws, and without limiting the generality of the same, the Association shall have the following duties and powers:

Section 1. Common Area. Designate portions of the Common Area now or at any time hereafter included in the Properties, to be used exclusively for vehicular parking. The Board shall exercise this power in such a manner so as to assure that at all times each Owner of a Lot in The Vistas shall enjoy two (2) parking spaces for the exclusive use and benefit of his Lot, inclusive of

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any space(s) any such Owner may have on his Lot. The Board shall also designate certain parking spaces for guests. The Board may, from time to time, re-designate or re-locate spaces, provided that each such time, the requirements of this Section shall be met.

Own, maintain and otherwise manage the Common Area and all facilities, improvements, pedestrian walkways, parking bays, entrance gates, and landscaping situated on the Common Area. Lawns, trees, shrubs, flowerbeds and other landscaping features are to be moved, raked, trimmed, cultivated and watered. Pedestrian walkways and parking bays are to be kept in sightly and serviceable condition. Parking bays are to be snowplowed when accumulation in excess of two and one-half inches (2 1/2") occurs during any 24 hour period. Tennis courts, playgrounds, ponds, and other recreational facilities or community features are to be operated and kept in sightly and serviceable condition at all times, subject to seasonal limitations. Provide such other services with respect to the Common area as shall be deemed to be beneficial and convenient to the Association.

Section 2. Residential Lots. Within practical and economic limitations established by the Board, provide for the maintenance of the original and normal complement of landscaping (as defined and limited by the Board) within each Lot unless fenced, surrounded by shrubs, landscaped, improved or equipped by the Owner in such manner as to preclude convenient access by equipment. The determination of the Board of Directors in regard to convenience shall be binding and conclusive.

The Owners shall be solely responsible for maintenance and repair of and snow removal from driveways and entrance walks extending from their homes to dedicated streets, whether the same are wholly within their Lots or partly within the Common Area, trash removal, and maintenance and repair of sump pumps located on their Lots, as well as removal of all discharges therefrom. The Owners shall further be solely responsible

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for all exterior painting, repair and replacement of their homes, including replacement of glass, as well as all interior and structural repair and replacement. In the event the Owner shall fail to effect promptly the repairs and replacements of his home necessitated from causes other than normal wear and tear, the Association may (but shall not hereby be required to) effect such repairs and replacements and the Association shall be entitled to reimbursement in full from the Owner for its costs of every kind incurred in this connection, including the right to receive applicable insurance proceeds. Each Owner shall keep the home now or hereafter situated on his Lot insured against loss or damage by fire, lightning and windstorm under policies providing for payment of money sufficient to cover the full cost of replacing or repairing the same payable, in case of loss or damage, to the Owner or to the Association as their interests may appear (subject to the rights of the mortgagee, if any), such rights to be evidenced by the standard clause to be attached to each policy, and shall deliver to the Association evidence of such insurance and the renewal thereof from time to time upon request. If, in such circumstances, the Association shall elect to effect such repairs and replacements, it shall have the right, through its agents, employees and independent contractors, to enter upon the Lot and to both the exterior and interior of the home situated thereon, to the extent necessary for the aforesaid purpose and shall not be guilty of any trespass. To the extent the insurance proceeds shall be insufficient to reimburse the Association for its said costs, the same shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to the same extent as provided under Section 9 of Article IV hereof with respect to delinquent assessments.

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ARTICLE VI

EXTERIOR CONTROL

No alteration to the exterior materials, including roofing and siding, or the color scheme of any structure located on the Lot may be undertaken until the plans showing the nature, kind, materials, and color scheme and the approximate cost thereof shall have been submitted to and approved by the Board of Directors of the Association or by an Exterior Control Committee composed of three (3) or more representatives appointed by the Board. The Board or its appointed Exterior Control Committee shall have the right to refuse to approve any such plans deemed not to be suitable or desirable for esthetic or other reasons and shall have the right to take into consideration the suitability of the proposed alterations in relation to the surroundings and their effect on the outlook from adjacent or neighboring Lots. In the event the Board, or its appointed Exterior Control Committee fails to approve or disapprove such plans in writing within thirty (30) days after said plans have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The provisions of this Article shall not apply to Declarant.

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ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the residences on the Properties and placed along the common boundary between two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules

of law regarding party walls and of liability for property damage due to negligent or willfull acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, unless party wall is damaged by the act or omission of one Owner, in which event the Owner causing such damage shall be solely responsible for the entire repair and cost thereof.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in title.

Section 6. Dispute. In the event of a dispute between Owners with respect to the repair or replacement of a party wall or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association,

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the matter shall be submitted to its Board of Directors which shall decide the dispute, and the decision of the Board of Directors shall be final and conclusive on the parties.

ARTICLE VIII

ENCROACHMENTS

Each Lot within the Properties is hereby declared to have an easement over all adjoining Lots for the purpose of accommodating any encroachment of improvements, including but not limited to eaves, overhanging projections and other architectural appendages, provided that such encroachment does not exceed one foot and does not interfere with the use of the improvements on any such adjoining Lot. There shall be valid easements for the maintenance of any such encroachments so long as they shall exist, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner if the encroachment occurred as a result of the willful misconduct of such Owner. In the event the structure on any Lot is partially or totally destroyed, the Owner thereof shall have an easement to re-establish such encroachment to the same condition as it existed prior to the destruction, provided that in exercising the easement, such Owner makes all necessary repairs and replacements to such adjoining Lot as provided in Article III Section 4 hereof. Thereafter, there shall be valid easements for the maintenance of such encroachments so long as they exist.

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ARTICLE IX

UTILITY SERVICE CONNECTIONS

The rights and duties of the Owners of Lots within the Properties with respect to utility service connections, including sanitary and storm sewer, water, electric, gas, and telephone lines and related facilities shall be governed by the following:

- (a) Wherever utility service connections, or any portion thereof, lie in or upon Lot(s) owned by other than the Owner of a Lot served by the connections, the Owner of any Lot served by the connections shall have the right and license from time to time to enter upon the Lot(s) or to have the municipality or the respective utility companies enter upon the Lot(s) in or upon which the connections, or any portion thereof, lie in order to repair, replace and generally maintain said connections to the full extent necessary for such purposes.
- (b) Wherever utility service connections serve more than one Lot, the Owner of each Lot served by the connections shall be entitled to the full use and enjoyment of such portions of said connections as service his Lot and shall have the same right and license as are provided immediately hereinabove with respect to portions lying in or upon Lot(s) owned by other Owners.
- (c) In the event of a dispute between Owners with respect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors which shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

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ARTICLE X

GENERAL USE RESTRICTIONS

Section 1. No noxious, offensive or unsightly activity shall be conducted upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood, or which shall in any way increase the rate of insurance.

Section 2. No trailer, tent, shack, garage, barn, or other outbuilding situated on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

Section 3. Subject to Article XI, Section 5, no part of the Properties shall be used or caused to be used, or allowed or authorized in any way, directly or indirectly, to be used for the conduct of any business, commercial, manufacturing, mercantile, storage, vending, or other such non-residential purpose.

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Section 4. No livestock, poultry, or more than two dogs or cats over four months of age, shall be kept or maintained on any Lot. Every Owner shall promptly dispose of all of his refuse and garbage so that it will not be objectionable to neighboring property owners. No automotive repairs shall be conducted and no commercial vehicle, mobile home, boat or trailer shall be parked habitually on or adjacent to any Lot unless such vehicle shall be wholly contained within a fully enclosed garage of normal residential dimensions and appearance.

Section 5. No sign, billboard, or other advertising device of any character shall be erected or maintained upon any part of the Properties or on any Lot contained therein. The Declarant shall not be subject to this restriction and may erect and maintain such signs as it deems necessary or proper in connection with the

development, subdivision, and sale of the Properties and the Lots contained therein.

Section 6. The erection of any new structure and the re-erection, rebuilding or repair of any structure shall be completed as rapidly as practicable. All unused building materials and temporary construction shall be removed from the subdivision within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation or other construction work shall be finish-graded and seeded and covered with other landscaping as soon as the construction and weather permits.

Section 7. No radio or television receiving or transmitting antennae or external apparatus shall be installed on any Lot.

Section 8. Conflict. In the event any provision contained in this Article X presently or hereinafter conflicts with the terms of Article X of the Declaration of Covenants, Restrictions, Charges and Liens recorded September 10, 1971 in Will County, Illinois, as Document No. R71-21831, by New Community Enterprises, a partnership, and Park Forest South Development Company, a partnership, or any restrictions or regulations imposed thereunder, then such terms, regulations, or restrictions shall prevail to the exclusion of the provision contained herein.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, easements, restrictions, charges and liens now or hereafter imposed by the provisions of this Declaration. Failure to do so shall not be deemed a waiver of the right to do so thereafter.

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Section 2. Severability. Invalidation of any portion of the covenants, conditions, easements, restrictions, charges or liens imposed by the provisions of this Declaration by legislation, judgment, or court order shall in no wise affect any other provisions of this Declaration which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or terminated during the first twenty-year period by an instrument executed and acknowledged by the Owners of not less than ninety per cent (90%) of the Lots, and thereafter by instrument executed and acknowledged by the Owners of not less than seventy-five per cent (75%) of the Lots. Any such amendment shall be effective upon recordation in the Office of the Recorder of Deeds of Will County. The recital in any such amendment that it has been executed and acknowledged by not less than the specified percentage of Owners shall be conclusive and binding on all persons.

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Section 4. Additional Properties. Declarant proposes to develop the Properties in several successive stages as a planned development called "The Vistas of Park Forest South" to be comprised wholly or in part of the land (of which the real property legally described at Page 1 of this Declaration is a part) which is legally described in Exhibit "B" attached hereto and land contiguous thereto not exceeding 15 acres in area. Notwithstanding anything in this Declaration to the contrary, Declarant may, at its sole discretion, from time to time hereafter, but shall not be obligated to,

annex additional land within the area described in said Exhibit "B" and such additional contiguous land. Any such annexation by Declarant within ten (10) years after the date of this Declaration may be without the consent of members. Each such annexation shall be accomplished by recording of a Declaration or Supplemental Declaration which shall bring such additional land within the jurisdiction of the Association and subject it to the covenants, conditions, easements, restrictions, charges and liens herein provided.

Section 5. Declarant's Use of Common Area. The Declarant shall have the right to use the Common Area and any facilities situated thereon for the purpose of promoting the sale of Lots and homes in the Properties, including the maintenance of sales offices therein or the construction and maintenance of temporary sales offices in the Common Area. Said right shall continue until all of the Lots have been sold and the homes to be constructed thereon completed or until the expiration of a period of six (6) years after the date hereof, whichever occurs first. The exercise of such right by Declarant shall not unreasonably interfere with Owner's rights and easements of enjoyment as provided at Section 1 of Article II.

Section 7. FHA/VA Approval. As long as there is Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties which are not already provided or referred to herein, public dedication of Common Area pursuant to Article II, Section 1(d), and amendment of this Declaration of Covenants, Conditions and Restrictions.

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IN WITNESS WHEREOF, the undersigned, being the
Declarant herein, has hereunto set its hand and seal this 12th
day of June, 1973.

KENNEDY BROTHERS, INC.
Declarant

By: Robert N. Kennedy
President

ATTEST:

William W. Kennedy
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the
County and State aforesaid, DO HEREBY CERTIFY that Robert N.
Kennedy, President of KENNEDY BROTHERS, INC. and William W.
Kennedy, Secretary of said corporation, and personally known to
me to be the same persons whose names are subscribed to the fore-
going instrument, appeared before me this day in person and
severally acknowledged that as such President and Secretary they
signed and delivered the said instrument as President and Secre-
tary of said corporation, and caused the corporate seal of said
corporation to be affixed thereto, pursuant to authority given
by the Board of Directors of said corporation, as their free and
voluntary act, and as the free and voluntary act and deed of
said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 12th day
of June, 1973.

Charles E. By
Notary Public

R73-17226

EXHIBIT A

That part of Out Lots A, B and C in The Vistas of Park Forest South Phase 1, being a Subdivision of Part of the Northwest quarter of Section 18, Township 34 North, Range 14, East of the Third Principal Meridian, according to the plat thereof recorded on March 5, 1973 as Document No. R73-6079: Beginning at the Southwest corner of said Out Lot A; thence North 0 degrees 02 minutes 56 seconds East, along the East right-of-way line of Western Avenue, 309.00 feet; thence North 90 degrees 00 minutes East, along the center line of Pebble Beach Court, 57.86 feet to a point of curve; thence Northeasterly along a curve convex South and having a radius of 40.00 feet, 37.27 feet; thence North 36 degrees 36 minutes 40 seconds East, 141.09 feet to a point of curve; thence northerly along a curve convex East and having a radius of 200.00 feet, 127.80 feet; thence North 0 degrees 00 minutes East, 36.64 feet; thence South 90 degrees 00 minutes West, 213.33 feet to said East right-of-way line of Western Avenue; thence North 0 degrees 02 minutes 56 seconds East, 501.68 feet; thence North 90 degrees 00 minutes East, 148.41 feet; thence South 0 degrees 00 minutes East, 28.56 feet; thence South 89 degrees 53 minutes East, along the center line of Pebble Beach Circle, 346.23 feet to a point of curve; thence Southeasterly along a curve convex northerly and having a radius of 50.00 feet, 58.71 feet; thence South 22 degrees 36 minutes 35 seconds East, 4.31 feet to a point of curve; thence southeasterly along a curve convex westerly and having a radius of 170.00 feet, 79.98 feet; thence South 49 degrees 33 minutes 57 seconds East, 49.26 feet; thence North 40 degrees 26 minutes 03 seconds East, 50.44 feet to a point of curve; thence northeasterly along a curve convex westerly and having a radius of 205.00 feet, 122.24 feet; thence North 74 degrees 36 minutes East, 107.29 feet; thence South 15 degrees 24 minutes East, 152.07 feet to the southeasterly line of Out Lot A; thence South 59 degrees 57 minutes 10 seconds West, 416.28 feet; thence South 36 degrees 36 minutes 40 seconds West, 887.00 feet; thence South 90 degrees 00 minutes West, 16.84 feet to the point of beginning, all in Will County, Illinois and containing 9.59 Acres more or less.

R73-17226

EXHIBIT B

PARCEL I

That part of the Northwest quarter of Section 18, in Township 34 North, and in Range 14, East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of said Northwest quarter 40 feet East of the Northwest corner thereof; thence South 89 degrees 53 minutes East, along said North line 1216.24 feet; thence South 0 degrees 07 minutes West 118.27 feet; thence South 59 degrees 57 minutes 10 seconds West 772.86 feet; thence South 36 degrees 36 minutes 40 seconds West, 887 feet; thence South 90 degrees 00 minutes West 18 feet to a point that is 40 feet East of the West line of said Northwest quarter of said Section 18; thence North 0 degrees 00 minutes East, 1219.75 feet to the point of beginning;

PARCEL II

That part of the Northwest quarter of Section 18, in Township 34 North, and in Range 14, East of the Third Principal Meridian, described as follows: Beginning at a point on the North line of said Northwest quarter, 1256.24 feet East of the Northwest corner thereof; thence South 89 degrees 53 minutes East along said North line, 1341.25 feet to the Northeast corner of said Northwest quarter; thence South 0 degrees 12 minutes 40 seconds West, along the East line of said Northwest quarter, 1232.54 feet; thence North 90 degrees 00 minutes West, 83.92 feet; thence North 30 degrees 56 minutes 10 seconds West, 363.75 feet; thence North 56 degrees 15 minutes 30 seconds, West 601.29 feet; thence North 02 degrees 15 minutes 30 seconds, East 279.22 feet; thence North 71 degrees 35 minutes 20 seconds West, 608.11 feet; thence North 0 degrees 07 minutes East, 118.27 feet, to the point of beginning, all in Will County, Illinois.

R73-17226

FILED-RECORDERS OFFICE
WILL COUNTY, ILL.

'73 JUN 14 AM 11:30

Kenneth Howard
RECORDER
MICROFILMED

20.00

R73-17226

THE VISTAS CORRECTIVE AMENDMENT

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS INSTRUMENT, made on the date hereinafter set forth by KENNEDY BROTHERS, INC., an Illinois corporation, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, the Declarant executed a certain Declaration of Covenants, Conditions and Restrictions ("Declaration") covering certain property owned by Declarant and which continues to be owned by Declarant, in the County of Will and State of Illinois which is legally described on Exhibit "A" attached hereto and made a part hereof, and caused said Declaration to be recorded in Will County, Illinois on June 14, 1973 as Document No. R73-17226; and

WHEREAS, in attempting to incorporate the "Association" as defined in Article I, Section 1 of said Declaration, Declarant was informed by the Illinois Secretary of State that the name "The Vistas Association, Inc." contemplated by the Declaration was not available to Declarant for use as the name of said Association; and

WHEREAS, Declarant desires to amend the Declaration for purposes of establishing a name for the Association to be incorporated under Article I, Section 1 of said Declaration which is acceptable to the Illinois Secretary of State.

NOW, THEREFORE, Declarant hereby declares as follows:

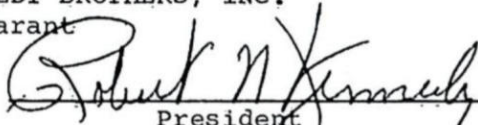
Article I, Section 1 of said Declaration is hereby
correctively amended to read as follows:

"Section 1. "Association" shall mean The Vistas
Homeowners Association, Inc., an Illinois Not For Profit
Corporation, its successors and assigns."

IN WITNESS WHEREOF, the undersigned being the Declarant
herein has hereunto set its hand and seal this 25th day of June, 1973.

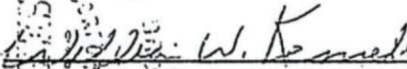
KENNEDY BROTHERS, INC.
Declarant

BY:



President

ATTEST:



Secretary



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Robert N. Kennedy, personally known to me to be the President of KENNEDY BROTHERS, INC., an Illinois corporation, and William W. Kennedy, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 25th day of June, 1973.

Deanne M. Long
Notary Public

My Commission Expires: 6-25-85



EXHIBIT A

Lots 1 and 2 in Block 1; Lots 1 through 6 in Block 2; Lots 1 through 4 in Block 3; Lots 1 through 3 in Block 4; Lots 1 and 2, in Block 5; Lots 1 through 4 in Block 6; Lots 1 through 6 in Block 7; Lots 1 through 4 in Block 8; Lots 1 through 6 in Block 9; Lots 1 through 6 in Block 16; Lots 1 through 4 in Block 18; Lots 1 through 4 in Block 22; Lots 1 through 6 in Block 23; Lots 1 through 6 in Block 24; Lots 1 through 4 in Block 25; Lots 1, 2 and 3 in Block 26; in the VISTAS OF PARK FOREST SOUTH PHASE I, being a Subdivision of part of the Northwest quarter of Section 18, in Township 34 North, and in Range 14 East of the Third Principal Meridian, according to the Plat thereof recorded on March 5, 1973, as Document No. R73-6079, in Will County, Illinois.

That part of Outlots A, B and C in said Subdivision as follows:

Beginning at the Southwest corner of said Outlot A; thence North 0 degree 02 minutes 56 seconds East, along the East right of way line of Western Avenue, 309.00 feet; thence North 90 degrees 00 minutes East, along the center line of Pebble Beach Court, 57.86 feet to a point of curve; thence Northeasterly along a curve convex South and having a radius of 40.00 feet, 37.27 feet; thence North 36 degrees 36 minutes 40 seconds East, 141.09 feet to a point of curve; thence Northerly along a curve convex East and having a radius of 200.00 feet, 127.80 feet; thence North 0 degree 00 minutes East, 36.64 feet; thence South 90 degrees 00 minutes West, 213.33 feet to said East right of way line of Western Avenue; thence North 0 degrees 02 minutes 56 seconds East, 501.68 feet; thence North 90 degrees 00 minutes East, 148.41 feet; thence South 0 degrees 00 minutes East, 28.56 feet; thence South 89 degrees 53 minutes East, along the center line of Pebble Beach Circle, 346.23 feet to a point of curve; thence Southeasterly along a curve convex Northerly and having a radius of 50.00 feet, 58.71 feet; thence South 22 degrees 36 minutes 35 seconds East, 4.31 feet to a point of curve; thence Southeasterly along a curve convex Westerly and having a radius of 170.00 feet, 79.98 feet; thence South 49 degrees 33 minutes 57 seconds East, 49.26 feet; thence North 40 degrees 26 minutes 03 seconds East 50.44 feet to a point of curve; thence Northeasterly along a curve convex Westerly and having a radius of 205.00 feet, 122.24 feet; thence North 74 degrees 36 minutes East, 107.29 feet; thence South 15 degrees 24 minutes East, 152.07 feet to the Southeasterly line of Outlot A; thence South 59 degrees 57 minutes 10 seconds West, 416.28 feet; thence South 36 degrees 36 minutes 40 seconds West 887.00 feet; thence South 90 degrees 00 minutes West, 16.84 feet to the point of beginning, all in Will County, Illinois.

R73-20031

FILED-RECORDERS OFFICE
WILL COUNTY, ILL.

'73 JUL -9 PM 12:35

Kenneth Mevins
RECORDER
MICROFILMED

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