

HOBSON WEST

Naperville, Illinois

Conditions, Restrictions and Reservations affecting the property of MIDAM, INC.

THIS DECLARATION, made this 8th day of April, 1976, by MIDAM, INC., an Illinois corporation, herein called "Declarant,"

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article I of this Declaration; and

WHEREAS, MIDAM, INC., an Illinois corporation, is developing the property known as "Hobson West"; and

WHEREAS, it is desirous of subjecting said property to conditions, covenants and obligations hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof and shall inure to the benefit of and pass with said property, and each and every parcel thereof;

NOW, THEREFORE, 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 covenants and obligations herein set forth.

ARTICLE I

Property

1. Premises Subject to Declarations:

The real property shall be known as and referred to as "Hobson West".

The Declarant hereby designates certain land described in Exhibit A,* of which it is the owner, as the "Proposed Development Area".

That portion of the "Proposed Development Area", which has already been platted, namely Hobson West Unit 1 as described in Exhibit B,** is hereby declared to be subject to these Declarations, and the Property so subject to these Declarations is referred to as the Premises.

*Exhibit A: Not being recorded herewith. Previously recorded as Plat of Annexation, Ordinance #75-17, Document #R75-9453.

**Exhibit B: Not being recorded herewith. Previously recorded as Final Plat, Hobson West Unit 1, Document #R77-19062.

2. Additions to the Premises:

A. Notwithstanding anything contained to the contrary in the Declaration, the Declarant may, at its sole discretion, from time hereafter:

- (1) Add additional property of the "Proposed Development Area", and/or
- (2) Subject further portions of the "Proposed Development Area", including any additions thereto, to this Declaration, whereupon the same shall become part of the "Premises."

By these provisions, the Declarant is not obligated, in any manner, either to make the "Proposed Development Area" or to make any other portions of the "Proposed Development Area", either as originally constituted or as additions are made thereto, to be subject to this Declaration.

B. Supplementary Declarations:

Where Declarant elects, as above, to either make additions to the "Proposed Development Area" or to subject other portions of the "Proposed Development Area" to this Declaration as additions to the "Premises", the same shall be accomplished by the recording of a Supplementary Declaration. Said Supplementary Declaration shall state that action is being taken and shall contain a legal description of the property which is the subject of such Supplementary Declaration.

C. Recording of Supplementary Declaration:

Upon the execution and recording of the Supplementary Declaration, the property covered therein shall be subject to the covenants, conditions, easements and restrictions of this Declaration, including but not limited to the following:

- (1) The covenants, conditions, easements, and restrictions set forth herein shall run with and bind the land of the Supplementary Declaration and shall inure to the benefit of and be the personal obligation of the Owners of the lots and the Dwelling Units thereon, in the same manner, to the same extent and with the same force and effect as this Declaration;
- (2) Every person or entity who is an Owner of any Lot or Dwelling Unit shall be a member of the Council on the same terms and subject to the same qualifications and limitations as those Members under the original provisions of this Declaration;

(3) In all respects, all of the provisions of this Declaration shall apply to the portion of the "Premises" or such other real estate designated in any Supplementary Declaration, and to the Owners, Mortgagees and Leasees, thereof, with equal meaning and of like force and effect.

D. Whereas, the Declarant either owns or controls certain real estate in the County of DuPage, Illinois; now, therefore, the Declarant hereby designates the property legally described in Exhibit A hereto attached as the "Proposed Development Area".

E. Whereas, certain portions of the "Proposed Development Area" have been platted and have been designated as "Hobson West Unit 1"; now, therefore the Declarant designates said Unit 1, legally described, in Exhibit B, as the "Premises", which said property is hereby declared to be the subject to this Declaration.

ARTICLE II

General Purposes

That the real property described in Article I will be maintained to protect the Owners of properties therein, insure desired high standards of maintenance and operation of community facilities and service for the benefit and convenience of all Owners of property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III

Hobson West Community Association

1. Creation and Purposes.

There is in existence an Illinois not-for-profit corporation known as Hobson West Community Association, which charter was issued by the Secretary of State on _____ and recorded in the office of the DuPage County Recorded as Document _____ on _____, and whose purpose is as described herein to provide for high standards and maintenance of all property in said Hobson West, and to maintain the property reserved for common use for all residents and Owners of said properties therein, and in general to maintain and promote the desired character of Hobson West.

2. Membership:

Every Owner of a Lot or Dwelling Unit is automatically a Member of the Hobson West Community Association. Membership is appurtenant to and shall not be separated from the ownership of a Lot or Dwelling Unit. Each Owner by acceptance by a deed or other conveyance of a Lot or a Dwelling Unit shall thereby become a Member irregardless of the inclusion or exclusion or the incorporation by reference or any specific expression, or lack thereof, in said deed or conveyance.

3. Designation of Member:

There shall be one Membership per Lot or Dwelling Unit. If the record Owner shall be more than one person, or if the Owner is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Membership attributable thereto shall be designated by said Owner or Owners to the Association. Upon failure to so designate, the Association may, but need not, so designate. In the absence of any designation, no rights of enjoyment shall inure to the Owner of such Lot or Dwelling Unit. The obligation shall, however, continue.

4. Membership Classes – Voting:

The Membership of the Council shall be divided into two classes:

A. Class A:

Class A Members shall be all Owners of Lots or Dwelling Units, with the exception of the Declarant, and shall be entitled to the vote as delineated in Paragraph 7A below.

B. Class B:

The Class B Members shall be the Declarant and shall be entitled to the number of votes delineated in Paragraph 7B below.

5. Termination of Class B Membership:

The Class B Membership shall cease and terminate when the Declarant elects to convert its Class B Membership to Class A Membership. Said election shall be accomplished by a written notice of such action from the Declarant to the Association. The Declarant may, however, revoke or withdraw, without cause, any such election and thereupon the Class B Membership shall be reinstated on the same basis as would have existed if no election had been made.

6. Board of Directors:

The affairs of the Council shall be managed by the Board of Directors. The members of the Board shall be elected by the Members pursuant to the By-Laws of the Corporation. The Board of Directors shall be elected at the Annual Meetings of the Members called for that purpose and shall serve for the duration of the term as described in the By-Laws.

7. Voting Rights – Election of Board of Directors:

The Directors shall be elected upon the following basis:

A. Class A – Voting Rights:

Class A Members shall have the right to cast the following weighted votes based upon the number of bedrooms in the Member’s dwelling unit:

Four bedrooms, or more	One full vote
Three bedrooms	Three-quarters of a vote
Two bedrooms	One-half of a vote
One bedroom, or less	One-quarter of a vote

The number of bedrooms as delineated in the building plans shall be conclusive as determining the number of bedrooms attributable to any particular dwelling unit. Every single-family dwelling unit on a separate single-family lot of 6,000 square feet or more, irrespective of the number of bedrooms, shall be counted both for voting, assessments and otherwise, as having one full weighted vote.

B. Class B – Voting Rights:

Until such time as all of the Dwelling Units projected for the “Proposed Development Area” have been either constructed and either sold or occupied through an agreement with the Declarant or its successors, assign, and/or agents, the Declarant shall have the votes as follows:

- (1) To the extent that portions of the “Proposed Development Area” have been subjected to this Declaration and have become part of the “Premises,” then, in any such event, the Declarant shall be entitled to five (5) full votes for each unconstructed or unoccupied dwelling unit, regardless of the number of bedrooms contained or projected to be contained in any such Dwelling Unit, at the rate of fourteen (14) Dwelling Units per acre of all the acreage proposed for the development with residential units and not platted for single-family Lots; and

- (2) For the remainder of the “Proposed Development Area”, the Declarant shall have five (5) full votes for each proposed Dwelling Unit, regardless of the number of bedrooms projected therefore, computed on the basis of five (5) Dwelling Units per acre.

8. Notice – Election of Board of Directors:

Where an annual meeting or a special meeting of the Members is to be held for the purpose of electing members of the Board of Directors, each Member shall be given written notice describing the date, time, place and purpose of the meeting. Said notice shall not be mailed or delivered to each Member not less than fourteen (14) nor more than thirty (30) days prior to the date of said meeting.

9. Cumulative Voting:

Every Member entitled to vote shall have the right to cumulate his vote and to give one candidate a number of votes equal to his vote multiplied by the number of Directors to be elected, or to distribute such votes on the same principle among as many candidates as he shall think fit.

10. Board Liability:

The Directors from time to time constituting the Board of Directors shall not be liable to the Members for any mistake of judgment or for any acts made, or omissions to act committed in good faith as such Directors.

11. Governing Law:

In all respects, the Council, its Board of Directors, officers and Members, shall be governed by the laws of the State of Illinois and the Not-For-Profit Corporation Act of the State of Illinois.

12. Powers and Duties of the Association:

The Association shall have the following powers and duties.

A. To the extent such services are not provided by any governmental body:

- (1) To care for, spray, trim, protect, and replant trees on all streets and other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the side strips which are in the streets and set aside for general use of residents and Owners of property in Hobson West.

- (2) To provide for the plowing and removal of snow from public sidewalks and streets.
 - (3) To spray and take other measures for mosquito and fly abatement within Hobson West.
 - (4) To maintain entranceways to Hobson West.
- B. 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 and side strips in front of any property in Hobson West neat in appearance and in good order and to make and collect reasonable charges from all of the Owners of said properties in order to accomplish all of the obligations and duties of the Association as herein set forth, from the Owners of said properties.
 - C. To provide for the maintenance of facilities in any public street, public park, or public entranceway, and to provide for the permanent maintenance of any land or facility set aside for the general use of the property owners and residents in Hobson West, including all storm drainage facilities, including all storm water retention facilities, recreational facilities, parking areas, walks and walkways contained thereon.
 - D. To accept, without rights of objection, conveyance of a swim and racquet facility if and when such facility is conveyed to the Association as provided in Paragraph 2 of Article IV herein below.
 - E. 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 of such real estate as may be owned by it.
 - F. To make such improvements to the entranceways to Hobson West and side strips within streets in Hobson West and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the Association acting in accordance with its Constitution and By-Laws; provided, however, that every such action so authorizing shall always be for the express purpose of keeping Hobson West highly desirable and exclusive residential community.
 - G. To enter into and make contracts with the city to regulate traffic on any private roads, streets, driveways, trails, terraces, bridal paths, parkways, parking areas.

13. Method for Proving General 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 Board of Directors of the Association shall determine for each year the total amount required of such fund for each year and may levy an annual assessment allocated with Paragraph B of this section.

B. Allocation of Assessment:

Assessments against (dwellings, lots, and units) shall be computed in the following manner:

- (1) Every single-family Dwelling Unit on a single-family lot (or unimproved single-family lot) of 6,000 square feet or more, irrespective of the number of bedrooms, shall be counted as one full increment of assessment.
- (2) Dwelling Units that are not included in (1) above shall be assessed in the following manner:
 - a. Four bedrooms or more – one full increment of assessment
 - b. Three bedrooms – three-quarters increment of assessment
 - c. Two bedrooms – one-half increment of assessment
 - d. One bedroom – one-quarter increment of assessment

C. Commencement of Assessment:

No assessment, special or annual, may be assessed against any single-family Lot until the same has been sold by Declarant, or its successors and/or agents.

No assessment, special or annual, may be assessed against any Dwelling Unit not constructed on a single-family Lot until the same has been both constructed and has been sold, or is occupied through an agreement with the Declarant, or its successors, assigns and/or agents.

D. Initial Cost of Operation:

The Declarant shall pay the cost of maintaining and operating the “Common Area” and the “Community Facilities” until such time as the Declarant shall, in writing, turn the same over to the Association, after which time the Association shall pay the costs and expenses attributable to the operation of the “Common Area” and the “Community Facilities”, provided, however, that the contributions to the cost of operation shall be made as set forth in Paragraph E hereof.

E. Initial Assessment:

Commencing with the first day of the next succeeding month following the date of the recording of any deed of conveyance, the Owner of each Lot or Dwelling Unit covered by said deed shall pay a monthly assessment of \$5.00 per month for the first year and his proportionate share thereafter of all costs and assessments, computed on the basis of the total number of Dwelling Units completed as of the beginning of the year. Until such time as the Declarant has turned over the "Common Area" and the "Community Facilities" to the Association, the individual Owners shall make payment to Declarant. The Declarant will furnish an annual statement to the Owners as to the expenditures of all funds received, said expenditures shall be limited to the operation and maintenance of the facilities and areas set forth in Article II: Paragraph 12, hereof.

F. 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 schedule due date thereof, if later, then the assessment shall become delinquent and shall bear interest at the rate of eight (8) percent per annum from the date thereof to the date of payment, 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 thereafter 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 assessment 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 estate property described therein, a fee of Ten Dollars (\$10.00), which fee is hereby declared to be a lien upon the real estate so described in said certificate. Such fee shall be collectable in the same manner as the principal due thereon; in order for said lien to be effective as to subsequent purchasers, or mortgagees, it must be placed on record in the office of the DuPage County Recorder.

G. 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 estate property prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to foreclosure of such mortgage or deed of trust or in lieu of such foreclosure, the grantee of such deed shall take title free and clear from any liens herein provided which accrue prior to the recording of such deed.

- H. Such liens shall continue for the 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 assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

14. Expenditures Limited to Assessment for Current Year:

The association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any of the 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 utilities, and no such contract shall be valid or enforceable against the Association.

ARTICLE IV

Declarants Reserved Rights

Notwithstanding any provisions contained herein to the contrary, all covenants, conditions, easements and restrictions created under this Declaration shall be subject to the following:

1. Easements of record on the date hereof and any easements which may hereafter be granted by the Declarant;
2. The Declarant shall have, prior to conveyance to the Community Association, or City of Naperville, the absolute and sole right to develop, maintain, operate and control any community swim and racquet facility on the "Premises" or the "Proposed Development Area" to any extent he deems desirous, including but not limited to allowing the use of any community swim and racquet facility by any person or persons, including but not limited to Members of the Hobson West Community Association; however, there shall not be issued more than 425 memberships, and those memberships issued to persons not members of the Hobson West Community Association shall be temporary and only issued on a year-to-year basis, with the understanding and agreement that the temporary memberships shall not exceed a number equal to the total allowed memberships of 425, less memberships issued to Hobson West Community members. It is further agreed that Hobson West Community Association Members shall have first rights to the community swim and racquet facilities memberships. Declarant may, at his sole discretion, determine the amount of membership fee and dues to be paid by a member of the community swim and racquet facility for the use thereof, said fees and dues to be used by Declarant in any way he deems appropriate until said community swim and racquet facility is conveyed to the City of Naperville or the Hobson West Community Association, which conveyance of said facility shall be made by Declarant on or before ninety-five

percent (95%) of all units approved in the Hobson West development are sold and occupied. Further, it shall be Declarant's absolute right to convey the community swim and racquet facility to the Hobson West Community Association; and the Hobson West Community Association shall, without rights of objecting, automatically accept said conveyance of such community swim and racquet facility.

3. The Declarant shall have the right to build, construct, reconstruct, repair, insure and maintain the "Common Area" and the "Community Facilities";
4. The Declarant shall have the right of ingress and egress over and upon the "Premises" for any and all purposes directly and indirectly needed for the implementation of the rights described in Paragraph 3 above;
5. The Declarant shall have the right to adopt rules and regulations governing the use, maintenance and administration of the "Common Area" and the "Community Facilities", to suspend the use by any Member for an infraction of said rules and regulations, and to suspend the use of any Member for the period during which any assessment against his Dwelling Unit remains delinquent.
6. The Declarant shall have the right to improve the "Common Area" pursuant to such plans and specifications as it deems appropriate. The obligation of the Declarant to construct the "Community Facilities" in the "Common Area" is self-imposed and neither the Association nor any Owner nor anyone else may dictate to the Declarant in this area. The Declarant shall be the sole judge as to what facilities shall be installed, when the facilities shall be installed, etc.
7. All of the "Common Area" shall be utilized and permanently restricted to open space and storm drainage uses, except for structures relating to recreational uses, utility uses, parking areas, walks, and walkways. The "Common Area" shall be conveyed to the Association after the recording of the final plat of subdivision or final plat of planned unit development which includes common areas. The date of conveyance shall be the sole discretion of Declarant.
8. The Declarant shall have the right to execute all documents or undertake any actions affecting the "Common Area" and the "Community Facilities" which in the Declarant's sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of Declarant's Rights granted or reserved in this Declaration.
9. The Declarant shall have the right to designate and/or grant any and all easements which in its sole discretion are deemed necessary for the development of the "Common Area", the "Community Facilities", the "Premises" or the "Proposed Development Area". Said easements shall include but are not limited to easements over, above or under any part of either the "Premises" or "Proposed Development Area" or the "Common Area" which

may be granted to either any public utility, any private utility, or any governmental body for the installation of electrical service, or telephone conduit lines, or gas pipes, or sewer pipes, or of a water supply system, or a storm drainage system, including a storm detention or retention basin, serving any dwelling unit or any "Community Facility".

10. The Declarant shall have the right to convey any portion of the "Proposed Development Area", the "Premises" or the "Common Area" to the City of Naperville for any public purpose. Said City of Naperville, public or private utility, shall be entitled to receive title to such portions of the "Proposed Development Area" or of the "Premises" or of the "Common Area" from either the Declarant or such other person or entity as may be in the title, provided that the facilities to be constructed on any subpart of the real property described above shall, among other things, service either the "Proposed Development Area", the "Premises", the "Common Area" or the "Common Facilities". The Association shall have similar powers after conveyance.

ARTICLE V

General Provisions

1. Each of the covenants set forth herein shall continue for a period of thirty (30) years from date.
2. The covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant, Midam, Inc., or its successor or assign, and each Owner of any of the above land 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. Amendment:

The provisions of this Declaration, except for those portions of this Declaration relating to the rights of the Declarant, may be amended by an instrument executed by not less than seventy-five percent (75%) of the Dwelling Unit Owners of each Class A and Class B. In the event the Class B membership has been terminated as herein provided for, there shall be no need for an execution of same on behalf of Class B membership. Notwithstanding the above, the Declarant for a period of five (5) years from the date of the recording of this document, or thereafter until such time as ninety percent (90%) of the Lots and Dwelling Units proposed by the Declarant for the "Proposed Development Area" have been either sold or occupied through an agreement with the Declarant, shall have the right to amend this Declaration by executing a copy of

said Amendment to this Declaration and having same recorded with the Recorder of Deeds of DuPage County, Illinois. This right of amendment shall include, without limitation, the right of modification, adding to, subtracting from, enlarging or restricting, eliminating and/or creating or declaring, as it relates to each and every provision of this Declaration. Notwithstanding the foregoing, no amendment affecting the maintenance of streets, sidewalks, common areas, or recreational facilities, or the enforceability of these covenants or affecting the rights of the City of Naperville shall be effective until submitted to and approved by the City Council of the City of Naperville.

4. Each Owner of a Lot or Dwelling Unit in Hobson West shall file the correct mailing address of such Owner with Hobson West Community Association and shall notify the Association promptly in writing of any subsequent change of address. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such owner with Hobson west Community Association shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

ARTICLE VI

Architectural Controls

It is understood and agreed that the purpose of architectural control is to secure an attractive, harmonious residential development having continual appeal. No building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscape plan of the lot to be built upon shall have been submitted to and approved in writing by the Declarant unless specifically waived in writing by the Declarant. The Declarant, or its successor or assign, shall have the right to refuse to approve any such construction plans or specifications, grading plans, or landscape plan, which are not suitable or desirable, in the opinion of the Declarant, or its successor or assign, for aesthetic or other reasons; and in so passing on such construction plans and specifications, grading plan or landscaping plan, the Declarant, or its successor or assign, shall have the right to take into consideration the suitability of the proposed building or other structure on the outlook from adjacent or neighboring properties.

All plans, specifications and other material shall be filed in the office of Midam, Inc., Naperville, Illinois, or its successor or assign, for approval or disapproval. A report in writing setting forth the decision of the Declarant, or its successor or assign, and the reason therefore shall thereafter be transmitted to the applicant by the Declarant, or its successor or assign, within thirty (30) days after the date of filing the plans, specifications and other material by the applicant. The Declarant, or its successor or assign, will aid and collaborate with prospective builders and make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for

informal comment prior to the submittal of architectural drawings and specifications for approval. In the event: (a) the Declarant, its successor or assign, fails to approve or disapprove within thirty (30) days after submission of the final plans, specifications and other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.

ARTICLE VII

Community Facilities

The Association shall have all of the Declarant's powers, duties and obligations after the conveyance of all common properties as outlined herein by the Declarant.

ARTICLE VIII

Definitions

Common Areas – all areas indicated on final plats of subdivision or final plats of planned unit development as “common areas” and all other real property owned by the Hobson West Community Association for the common use and enjoyment of the owners.

ARTICLE IX

Representations

It is understood by and between the parties hereto that the covenants, conditions and restrictions herein are intended to inure to the benefit of the City of Naperville and it is specifically provided as follows:

1. That the City of Naperville and the Naperville Fire Protection District are hereby granted a perpetual easement, right and privilege to enter upon the real estate herein for the purpose of providing police and fire protection services, and to enforce police, fire, traffic and safety regulations.
2. Upon the failure of the Association to perform any of its maintenance duties or other obligations relating to the Common Area Properties, then the City of Naperville, upon reasonable notice, shall have the right to enter upon the property in question to correct or eliminate nuisances or violations resulting from such failure to exercise maintenance responsibilities by either the Owner or the Association, as the case may be. The cost of such work shall be a lien against the property in question and shall be assessed against the Owner of said property or Association, as the case may be, and the City of Naperville shall also have the right to file suit against the Owner and/or the Association, as the case may be, in any court of competent jurisdiction to

recover for costs of such work, and all reasonable attorneys' fees and costs incurred in connection with such work and court actions. The foregoing remedy shall not be exclusive and the City shall have the right to enforce compliance with the covenants, conditions and restrictions herein by any other remedy provided at law or in equity. All costs, including reasonable attorneys' fees, incurred in connection with such enforcement shall be paid by the offending Owner or Association, as the case may be.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their corporate seals the day and date first above written.

MIDAM, INC.,
an Illinois corporation

By: _____

Attest: _____