



**DECLARATION OF COVENANTS AND RESTRICTIONS**

**FOR**

**CINCO DE MAYO SUBDIVISION OWNERS ASSOCIATION**

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This Declaration is made this \_\_\_\_ day of \_\_\_\_\_, 2016, by La Original Chicanita Bakery, Inc. hereinafter referred to as “Covenantor”.

**W I T N E S S E T H:**

WHEREAS, the Covenantor is the Owner of the real property commonly known as Cinco de Mayo Subdivision and legally described in **Exhibit A** of this Declaration which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as “Development Tract”), and

WHEREAS, the Covenantor desires to develop the Cinco de Mayo Subdivision as an integrated commercial center; and

WHEREAS, the Covenantor desires to promote the orderly development of the Development Tract, to provide for the maintenance of open spaces, walkways, private roadways and driveways by subjecting the Development Tract as described herein to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said Development Tract; and

WHEREAS, the Covenantor has deemed it desirable, for the efficient preservation of the values and amenities in said Development Tract, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration; and

WHEREAS, the Covenantor desires to subject said Development Tract to the covenants, restrictions, conditions, reservations, easements, charges and liens set forth in this Declaration;

NOW, THEREFORE, the Covenantor declares that the real property described in **Exhibit A** is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the

terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness, and harmonious and proper use of and administration of the Development Tract. These easements, covenants, restrictions, provisions, conditions, reservations, charges, and liens shall run with the property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in **Exhibit A**, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. “Association” or “Owners Association” shall mean and refer to the Cinco de Mayo Subdivision Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. “Board” shall mean and refer to the Board of Directors of the Association.

Section 3. “Covenantor” shall mean and refer to La Original Chicanita Bakery, Inc., or any corporation, partnership, joint venture, limited liability company, or other business or investment organization, in which La Original Chicanita Bakery, Inc. may have any ownership, investment, or equity interest, (hereinafter collectively referred to as “La Original Chicanita Bakery, Inc. Entity”) A third-party purchaser shall be defined as a Person or entity in which the Covenantor as defined herein has no interest.

Section 4. “Covenants and Restrictions” shall mean and refer to the covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 5. “Development Tract” shall mean and refer to the property herein referred to and legally described in **Exhibit A** which by this Declaration is submitted to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 6. “Final Plat” shall mean and refer to the Final Plat of Subdivision for the Cinco de Mayo Subdivision recorded by the Recorder of Kane County on \_\_\_\_\_, 2016 as Document Number \_\_\_\_\_;

which is attached hereto as **Exhibit B** and incorporated herein by reference.

Section 7. “Improved Lot” shall mean and refer to that portion of a Lot in the Development Tract upon which a building, parking lot, private roadway, driveway, or sidewalk is constructed or landscaping is installed. Once seventy-five percent of a Lot is improved, it shall be considered to be one hundred percent improved.

Section 8. “Lot” shall mean and refer to a parcel of land, indicated as such on the Final Plat of Subdivision of the Cinco de Mayo Subdivision recorded on \_\_\_\_\_, 2016 as Document Number \_\_\_\_\_ in Kane County or any resubdivision of any of said Lots pursuant to a plat of resubdivision or plat of consolidation recorded by the Recorder of Kane County.

Section 9. “Member” shall mean and refer to a person or entity which holds membership in the Association due to ownership of a Lot within the Development Tract.

Section 10. “Occupant” shall mean and refer to a person or persons, other than an Owner, in lawful possession of a building or a portion of a building.

Section 11. “Owner” shall mean and refer to the person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple Ownership of a Lot within the Development Tract, and his or her successors and assigns. For the purpose of this Declaration, unless otherwise specifically provided herein, the word “Owner” shall include i) any trust and beneficiary of a trust holding legal title to a Lot and ii) the beneficiary of the Trustee and the Covenantor as to all unsold Lots within the Development Tract.

Section 12. “Person” shall mean and refer to a natural individual, corporation, partnership, or other entity capable of holding title or any lesser interest in real property.

Section 13. “Record” or “place of record” shall mean to record in the Office of the

Recorder of Deeds of Kane County, Illinois.

## **ARTICLE II**

### **PROPERTY SUBJECT TO THIS DECLARATION**

Section 1. Existing Subdivided Property. The real property legally described in **Exhibit A**, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. Covenantor declares that this Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established herein shall be covenants to run with the land. Said Covenants and Restrictions shall inure to the benefit of and shall be binding upon each and every Owner and his or her respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the Person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

Section 3. Non-Severability of Rights. The rights, liabilities, and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

## **ARTICLE III**

### **GENERAL PURPOSE**

The purpose of this Declaration is to provide the high standards of maintenance in the Development Tract so as to ensure an integrated commercial center of the highest quality and character for the benefit and convenience of all Owners of Lots in the Development Tract.

## ARTICLE IV

### PROPERTY OWNERS ASSOCIATION

Section 1. Creation. Not later than forty-five days after the recording of this Declaration, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for profit corporation to be named the “Cinco de Mayo Subdivision Owners Association”.

Section 2. Membership. Every Person or entity who is a record Owner of a Lot in the Development Tract, or who is the beneficiary of a land trust holding title to a Lot in the Development Tract, shall be a Member of the Association irrespective of the inclusion, exclusion, incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a Lot in the Development Tract. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a Member of his ownership of a Lot in the Development Tract at which time the new Owner shall automatically become a Member of the Association.

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the Lot to which it is appurtenant. No Member shall have any right or power to disclaim, terminate, or withdraw from his membership in the Association or from any of his obligations as such Member for any reason.

If more than one Person or entity is the record Owner of or a beneficiary of a land trust holding title to a Lot in the Development Tract, all such Persons or entities shall be Members.

Each Member of the Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Association, and the rules and regulations promulgated from time to time by the Association or its Board of Directors.

Any Person or entity who holds an interest in a Lot in the Development Tract merely as a security for the performance of an obligation or any Person in possession of a Lot in the Development Tract under a contract to purchase such Lot shall not be a Member of the Association.

Ownership of a Lot in the Development Tract shall be the sole qualification for membership and there shall be one membership for each Lot.

Section 3. Voting Rights. The Association shall have one class of voting members.

All record Owners of Lots in the Development Tract and all beneficiaries of land trusts holding title to Lots shall be Members.

Members shall be entitled to one vote for each Lot owned by the Member. If a Member should own a Lot which is less than one-third acre in size, the Member shall have no vote for said Lot. If more than one Member is the record Owner of a Lot or beneficiary of the title-holding land trust of a Lot, then the vote for that Lot shall be exercised as those Members amongst themselves determine. A Member may delegate all, or any portion, of his or her voting rights to a tenant or tenants by giving written notice to the Association specifying the name of the person and the specific term of the appointment.

The Association shall have the right to suspend the voting rights of any Member for any period during which an assessment levied by the Association against the Member's Lot remains unpaid.

Section 4. Powers, Duties and Responsibility. The Association is created to carry out the purpose of this Declaration. In order to carry out that purpose, the Association shall be the governing body for all of the Owners and beneficiaries of title-holding land trusts of Lots in the Development Tract. It shall exercise the following powers and shall assume the following duties and responsibilities:



- (a) To provide for the highest standards of maintenance of the Development Tract and to make and promote the desired quality and character of Cinco de Mayo Subdivision;
- (b) To own, maintain, repair and replace (but not to initially construct) the main Access Drive in the Development Tract;
- (c) To provide snow removal service for the Access Drive in the Development Tract;
- (d) To own, maintain, operate, clean and repair the detention area located on Lot 3;
- (e) To own, maintain, repair and replace (but not to initially construct) entrance monument signs, and accompanying landscaping and vegetation, if such entrance monument(s) exist;
- (f) To provide for a general fund to enable the Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment;
- (g) To enforce any lien for non-payment of any assessment; and
- (h) To administer the use provisions set forth herein;
- (i) To administer the architectural, engineering and landscape approvals set forth herein;
- (j) To take any action reasonably necessary to effectuate the purposes of this Declaration, including, but not limited to, the payment of utility bills and the operation and maintenance of street lights.

Section 5. Board of Directors. The affairs of the Association shall be managed by a Board of Directors.

The initial control and management of the Association shall be entrusted to an initial

Board of Directors which shall consist of three directors. Said Initial Board of Directors shall be selected by the Covenantor and the members need not be Owners of Lots in Cinco de Mayo Subdivision. The Initial Board of Directors shall hold office until the first Monday in October of the year following the year in which one-hundred percent of the area of the Development Tract consists of Improved Lots. Said meeting, hereinafter being known as the Annual Membership Meeting, may be held at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than twenty days prior to the date fixed for said new meeting. The Initial Board of Directors reserves the right to transfer control and management of the Association to the second Board of Directors at any time it so decides irrespective of the criteria set forth in this paragraph.

When the Initial Board of Directors shall cease to hold office as specified herein, there shall be a meeting of the Members of the Association for the purpose of electing a second Board of Directors. Said Board of Directors shall consist of three directors who shall hold office for two-year terms. However, in the initial Member-elected Board of Directors, two of the three directors receiving the highest number of votes shall hold office for two years and the remaining director shall hold office for one year only. The directors of the Member-elected Boards shall be Owners of Lots in the Development Tract or a tenant or representative or agent appointed in writing pursuant to this Declaration by an Owner.

The By-Laws of the Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal, and method of operation of the Board.

There shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at the Annual Membership Meeting to be held on the first Monday of October of each year or at such other reasonable time or date not more than thirty

days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than twenty days prior to the date fixed for said new meeting. Cumulative voting shall not apply in the election of the directors. Each Lot shall have the number of votes as specified in Article IV, Section 3 herein.

The Board of Directors shall have the power to fill any vacancy that may occur in their own number or in any office of the Association. The directors or officers so appointed shall serve for the unexpired term of the director or officer replaced.

If any director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

The regular meeting of the Board of Directors shall be held immediately after and at the same place as each Annual Membership Meeting. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days notice of such special meeting, specifying its purpose, shall be given by mail, facsimile transmission or personal service to each director.

A majority of the Board of Directors shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board of Directors. If a quorum is not present, a lesser number may adjourn the meeting to another date.

The officers of the Association shall be president, vice president and secretary-treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board of Directors subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board of Directors and may be removed by the majority of the directors at any regular meeting or any special meeting called for that purpose. The Board of Directors may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Association.

The Members of the Board (including the Initial Board of Directors and the subsequent Boards of Member-elected Directors), the officers of the Association, and the managing agent shall not be liable to the Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors, officers, or agent. The Association shall indemnify and hold harmless the Members of the Board and the officers thereof against all contractual liability to others rising out of contracts made by them, unless such contracts shall have been made in bad faith or with knowledge that same was contrary to the provisions of this Declaration. All contracts and agreements entered into by the Board, officers, or the managing agent shall be deemed executed by said parties as the case may be as agent for the Owners or the Association.

In the event of any disagreement between any Member of the Association relating to the maintenance, repair, or replacement of the paved areas, landscaping, entrance monuments, or sidewalks, or any questions or interpretation or application of the provisions of this Declaration or the By-Laws of the Association, the determination thereof by the Board shall be final and binding on each and all such Members of the Association.

Section 6. Meetings. The initial meeting of the voting Members of the Association shall be held as specified in Article IV, Section 5 herein. The Covenantor or the Initial Board of Directors shall notify the Members of said initial meeting at least twenty days prior to the date of the meeting. Thereafter, there shall be an Annual Membership Meeting of the voting Members on the first Monday in October or at such other reasonable time or date no more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the Members not less than twenty days prior to the date fixed for said new meeting. The purpose of the initial Annual Membership Meeting and all subsequent Annual Membership Meetings shall be to elect directors and to conduct Association business. Special meetings of the

voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting Members, or for any other reasonable purpose. Said meetings may be called by the president, the Board of Directors, or the voting Members having, in the aggregate, not less than forty percent of the total votes of the Association. Special meetings shall be held as provided in the Association By-Laws.

The presence in Person or by written proxy at any meeting of the voting Members having fifty percent of the total votes of the Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-for-Profit Corporation Act or the Articles of Incorporation of the Association, any action may be taken at any meeting of the voting Members at which a quorum is present upon the affirmative vote of the voting Members having majority of the total votes present at such meeting.

Section 7. Management. The Board of Directors may retain a professional management company, professional manager, or full time employees to manage or perform the duties and responsibilities of the Association.

The Board shall enter into management contracts only if such contracts shall (i) permit the termination thereof for cause by the Association upon sixty days prior written notice, and (ii) be for a period of not more than two years. Such contracts may permit renewals thereof for periods not to exceed two years at a time by mutual consent.

## **ARTICLE V**

### **MAINTENANCE ASSESSMENTS FOR CINCO DE MAYO SUBDIVISION**

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot in the Development Tract, by acceptance of a deed or other document of conveyance thereto, whether or not it shall be so expressed in any deed or other document or conveyance, shall be deemed to covenant and agree to pay to the Association regular assessments of charges and special assessments for capital improvements, maintenance expenses and common expenses

as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge against and a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof 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 fell due.

Section 2. Regular Assessments. The Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 3. Procedure. The Board of Directors of the Association shall determine the amount of the assessment against each Lot, including any vacant Lot in the Development Tract. The assessment shall be allocated pro rata, based on the square footage of the Lot against the square footage of all Lots in the Development Tract as set forth on Exhibit B. The Board of Directors shall notify in writing each Member of the Association of the amount of the assessment against the Member's Lot on or before December 15 of each calendar year. On or before January 15 of the ensuing calendar year, or otherwise as provided by the Board of Directors, each Owner shall be personally liable for and obligated to pay to the Association, the annual assessment.

On or before April 1 of each calendar year, the Board shall supply all Members with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount of required expenses and reserves shall be

either: (i) deposited in the reserve fund or (ii) refunded to each Owner according to each Owner's share of the total assessment or (iii) distributed in a combination of (i) and (ii); the Board of Directors in its sole discretion shall make said election. If there is a net shortage in excess of five percent of the actual expenses plus reserves for the prior year, then said net shortage shall be billed to each Owner according to each Owner's share of the total assessments and same shall be payable within thirty days of billing. If there is a net shortage of less than five percent of the actual expense plus reserves for the prior year, then said net shortage shall be included in the budget for the next fiscal year. The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessment a certificate in writing signed by an officer or managing agent of the Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 4. Change in Basis of Regular Assessments. The Board of Directors of the Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board of Directors at a meeting duly called for this purpose with appropriate notice and information provided to the Members prior to said meeting.

Section 5. Special Assessment for Maintenance Expenses or Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, the Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unexpected repair, replacement, construction or reconstruction of any improvements which are the responsibility of the Association as specified herein, provided that any such assessment shall be approved by a

majority of the Board of Directors, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

The special assessment shall be allocated pro rata, based on the square footage of the Lot, against the square footage of all Lots in the Development Tract.

Section 6. Reserve and Contingency Fund. The Board shall build up and maintain a reasonable reserve for contingencies and replacements not to exceed \$25,000.00 adjusted by the Chicagoland Construction Cost Index as compared to said Index on the date of the recording of this Declaration.

Section 7. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and reasonable costs of collection including reasonable attorney's fees, thereupon become a continuing lien on the property and an equitable charge running with the land which shall bind upon the property in the hands of the then Owner, his or her grantees, heirs, administrators, executors, legal representatives, assigns and successors, and the limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then Owner to pay such assessment, however, shall remain his or her personal obligation for the statutory period and shall not pass as a personal obligation to his or her successors in title unless expressly assumed by them. If title to a Lot is held by an Illinois land trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a Lot is held by more than one Owner, all Owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record Owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan on the Lot.



If the assessment is not paid within thirty days after the delinquency date, the assessment shall bear interest from the date of delinquency at a interest rate of eighteen percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay same or to foreclose the lien against the property and there shall be added to the amount of such assessment all of the reasonable costs of preparing and filing the complaint and maintaining and concluding such action, including the reasonable cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all reasonable costs of the action. The venue for all legal action shall be in Kane County, Illinois. The Persons in possession shall be authorized to accept the summons for the Owners of the Lot.

In the event that title to any Lot is conveyed to a land trustee, upon the demand of the Association, the trustee shall furnish the Association with a certified copy of the trust agreement so that the Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 8. Continuing Obligation. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted assessment on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessments herein described including the maintenance costs and necessary reserves for the Association as herein provided whenever the same shall be determined, and in the absence of the annual assessment or adjusted assessment each Owner shall continue to pay the assessment at the then existing rate established for the previous period until such new or annual adjusted assessment shall have been mailed or delivered.

Section 9. Accounting. The Board shall hire a certified public accountant to keep full and correct books of account in chronological order of the receipts and expenditures specifying and itemizing the maintenance and repair expenses of the Development Tract and any other expenses incurred. Such records and the vouchers authorizing the payment therefore shall be available for inspection by any Owner or any representative of any Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Owner. Upon ten days notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or any other charges due and owing from such Owner.

Section 10. Subordination of the Lien to the Mortgage. The lien of the assessments provided for herein shall be subordinated by the Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon a Lot for the purpose of purchasing and/or improving said Lot; provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such Lot pursuant to the decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due, or from the lien for any such subsequent assessment. The Owners agree upon accepting title that the lien of the assessments shall be prior to the homestead right of the Owners since it runs with the land and is in existence before commencement of ownership interests.

## ARTICLE VI

### LOT USES AND RESTRICTIONS

Section 1. Specific Use Restrictions. No Lots within the Development Tract shall be developed, maintained, occupied or operated for the following uses:

- (i) Pawnshop (2160)
- (ii) Used Clothing Stores (2120)
- (iii) Alternative Financial Institutions (2220)
- (iv) Laundromat (2610)
- (v) Tattoo Salon (2630)

Section 2. In addition to the specific use restrictions specified above, the Covenantor shall have the right to grant an exclusive use to the Owner of a Lot within the Development Tract provided that said use is not existing within the Development Tract at the time of the imposition of said restriction and no other Owner has said exclusive use. After the election of the Initial Member-elected Board of Directors, the Association shall have the authority to grant specific exclusive use restrictions provided that all Lot Owners within the Development Tract concur in writing with said use restrictions.

Section 3. Hazardous Materials. No Lots within the Development Tract shall be used for or permit the use of, Hazardous Materials on, about, under or in the Development Tract, except in the ordinary course of the usual business operations conducted thereon, and any such use shall at all times be in compliance with the Environmental Laws. Each Owner of a Lot agrees to defend, protect, indemnify and hold harmless all other Lot Owners from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including but not limited to costs of investigation, remedial response, and reasonable attorney's fees and cost of suit, arising out of or resulting

from any Hazardous Material used or permitted to be used by such Owner whether or not in the ordinary course of business.

For the purpose of this paragraph, the term (i) “Hazardous Materials” shall mean: petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law, and (ii) “Environmental Laws” shall mean: all federal, state, county, municipal, local and other statutes, laws, ordinances and regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

## **ARTICLE VII**

### **FINAL PLAN**

**Section 1. Required Final Plan.** As to the location of buildings, structures, parking areas, other improvements, points of ingress and egress, and cross-access on a Lot, each Lot shall be developed in accordance with the Final Plan which is attached hereto as **Exhibit C**. If any Owner of a Lot within the Development Tract proposes to deviate from said Final Plan, any deviation must be approved in writing by the Covenantor. No modifications to the Final Plan shall be allowed which alter i) the ingress and/or egress points to or from either the public right-of-way or ii) the cross-access points which affect adjoining Lots without the written approval of the Owners of all Lots affected by said modifications. Further no modifications to the Final Plan shall be allowed which reduce the number of parking spaces to less than the number required under the Zoning Ordinance of the City of Aurora for the uses on said Lot without the written approval of the Covenantor.

**Section 2. As-Built Drawings.** Each Owner of a Lot within the Development Tract shall provide to the Covenantor as-built drawings of all site improvements to the Lot. If any site

improvements are modified, as-built drawings shall be provided of said modifications. Said drawings shall be submitted within sixty days of completion of said site improvements or modifications thereto.

Section 3. Continuing Obligation. The right of site plan approval and submittal of as-built drawings shall be assigned to the Association upon the election of the Initial Member-elected Board of Directors.

## **ARTICLE VIII**

### **ARCHITECTURAL, ENGINEERING AND LANDSCAPING APPROVAL**

The Covenantor shall have the right of architectural and engineering approval over the initial construction of buildings, structures, site improvements, landscaping, site lighting, signage and other improvements within the Development Tract. The Covenantor shall have the right of architectural and engineering approval over any exterior remodeling, reconstruction, renovation, or rebuilding of all buildings, structures, site improvements, landscaping, site lighting, and signage and other improvements within the Development Tract. No change in the exterior of any building, structure, site improvement, landscaping, site lighting, signage or other improvement in the Development Tract shall be made without the written approval of the Covenantor. In order to obtain such approval, the Owner of the Lot shall submit the following information: (a) construction and engineering plans and specifications, showing the nature, kind, shape, height, materials, and color scheme of the proposed building, structure, site improvement, landscaping, site lighting, signage or other improvement, or any change thereto, (b) a plat or survey showing the location of the proposed buildings, structures, site improvements, landscaping, site lighting, signage, or any other change thereto on the Lot and surrounding Lots. The Covenantor shall have the right to reasonably refuse to approve any construction or change it determines is not suitable or desirable for the Development Tract based on a common architectural theme for the

building exterior, aesthetic considerations and other factors.

All plans, specifications, and other information shall be filed with the Covenantor for approval or disapproval. A report in writing setting forth the decision of the Covenantor and the reason therefore shall thereafter be transmitted to the applicant by the Covenantor within twenty-one days after the date of filing the plans, specifications, and other information by the applicant. In the event the Covenantor fails to approve or to disapprove such application within thirty days after the date of filing the plans, specifications, and other information, its approval will not be required and this Section will be deemed to be complied with.

This right of architectural, engineering and landscaping approval shall be assigned to the Association upon the election of the Initial Member-elected Board of Directors.

## **ARTICLE IX**

### **MAINTENANCE, REPAIR AND REMODELING**

Section 1. Responsibility of Owners. Each Owner of a Lot in the Development Tract shall provide, at his or her own expense, all of the maintenance, decorating, repairs, and replacement of the buildings, structures, and improvements located on the Lot. Each Owner shall maintain all of said buildings, structures and other improvements in an attractive manner and shall keep same in good repair and free from visible defects including, but not limited to, faded, cracking or peeling paint, broken windows, broken fixtures, or rotting wood. Each Owner shall be responsible for lawn and landscape maintenance and for snowplowing all driveways, parking areas and sidewalks on the Lot.

If an Owner fails to maintain its Lot as provided herein, the Board shall have the authority i) to enforce these responsibilities by an appropriate action in the Circuit Court against the Owner of said Lot and/or ii) upon ten days' written notice to the Owner, to go upon the Owner's Lot and perform any work necessary to maintain, repair or replace any building,

structure, other improvements or landscaping on the Lot. If the Association performs any work, the Owner shall be liable for the cost thereof and shall pay for said work within ten days of receipt of the billing therefore. Said billing shall be deemed to be an additional maintenance assessment and shall be paid, enforced and collected as provided in Article V.

Section 2. Responsibility of Owners Association. The Owners Association shall be responsible for the maintenance, repair, replacement, construction and reconstruction of the property as specified in Article IV, Section 4 of this Declaration.

Prior to the election of the Initial Member-elected Board of Directors, the Trustee and/or Covenantor shall convey to the Owners Association title to Lot 6 as designated on the Final Plat and all improvements and landscaping thereon. Upon conveyance, the Owners Association shall assume all responsibility for said property.

## **ARTICLE X**

### **SIGNAGE**

Section 1. Location. The Covenantor or the Association may, but is not obligated to, install entrance sign monuments on Lots 1 and 2 of the Development Tract.

No other ground signs may be installed on Lots 1 or 2.

In the sole discretion of the Covenantor or the Association, the entrance monument may only identify the name of the development, i.e., Cinco de Mayo Subdivision, or include sign panels for individual users within Cinco de Mayo Subdivision.

Upon election of the Initial Member-elected Board of Directors, the Covenantor shall execute a bill of sale for said entrance monuments to the Association.

In its sole discretion, the Covenantor or the Association shall determine which Lots shall be permitted to have a panel on an entrance monument. Section 2. Maintenance. The entrance monuments shall be maintained, repaired and replaced by the Association as provided in Article

IV, Section 4.

Section 3. Expenses. If the entrance monuments are identification signs, the expense of its design, fabrication, installation, maintenance, repair and replacement shall be a common expense of the Association and shall be assessed, paid and collected in accordance with Article V. If an entrance monument is a multi-tenant sign, the expense of its design, fabrication, installation, maintenance, repair and replacement shall be paid by those Lot Owners who have a sign panel on the monument. The expenses shall be allocated pro rata based on the square footage of the Owner's sign panel to the total square footage of sign panels on the monument sign. Said expense shall be considered a maintenance assessment and shall be assessed, paid and collected in accordance with Article V.

## **ARTICLE XI**

### **COVENANTOR'S RESERVED RIGHTS**

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, conditions, reservations, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

Section 2. General Rights. The Covenantor shall have the right to execute all documents or undertake any actions affecting the Development Tract which in its reasonable opinion is either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article XV of the Declaration. Such amendments shall be limited to clarification of the terms of this Declaration, and shall not change the intent of any provision of this Declaration. This right shall cease upon the election of the Initial Member-elected Board of Directors.



Section 3. Use of Name and Logo. The Covenantor shall have the sole and exclusive use of the name “Cinco de Mayo Subdivision” and the logo thereof. The Covenantor hereby permits the Association to use the name “Cinco de Mayo Subdivision” for the name of its Association and for no other purpose. Neither the Association nor any Owner of a Lot in the Development Tract may copyright, trademark, or license the name “Cinco de Mayo Subdivision” or the logo thereof.

Section 4. Individual Property Owner or Condominium Associations. For a period of ten (10) years or until the Covenantor has conveyed all of the property described in **Exhibit A**, the Covenantor reserves the right to review and approve the articles of incorporation, declaration of covenants and restrictions, declaration of condominium ownership, by-laws, and rules and regulations of any property owners association or condominium association created for any portion of the Development Tract. Said documents must be in furtherance of the purpose of Cinco de Mayo Subdivision and be consistent with the duties, responsibilities, obligations, and procedures of the Association. No articles of incorporation shall be filed with the Secretary of State, no declaration of covenants and restrictions or declaration of condominium ownership shall be recorded, and no by-laws or rules and regulations shall be effective unless and until the Covenantor approves said documents in writing.

Section 5. Maintenance of the Development Tract. The Covenantor shall reserve the right, but shall not be obligated, to assume the responsibilities and duties of the Association as to the maintenance, repair, replacement, construction and reconstruction of the property as specified in Article IV, Section 4 of this Declaration. If the Covenantor assumes these responsibilities and duties, it shall have the right to charge the Owners Association a reasonable management fee; which fee shall not exceed fifteen percent of the Association’s expenses. Said right shall continue for as long as the Covenantor shall own any Lot or building or structure within the

Development Tract.

Section 6. Final Plan. The Covenantor, in its sole discretion, reserves the right to amend the Final Plan which is attached hereto as **Exhibit C** provided that ingress and egress points and/or cross-access points are not modified without the written approval of the Lot Owners whose Lots are directly affected by said modification. This right shall cease upon the election of the Initial Member-elected Board of Directors.

## ARTICLE XII

### EASEMENTS

Section 1. Easements for Ingress and Egress and Parking. The Covenantor and every Lot Owner shall have an easement for (i) ingress and egress over, across and through the Access Drive designated on **Exhibit C**, and all paved areas in the Development Tract, except those paved areas designated for parking spaces and drive through service lanes on the site plans on file with the Board, and (ii) customer parking over, across, and on the paved areas designated as parking areas. Said easement rights shall extend to the employees, patrons, and business invitees of every Lot Owner or Occupant in the Development Tract. Notwithstanding the above easement, all employee parking shall be on each Owner's Lot.

Section 2. Easement for Snow Removal. Pursuant to Article XI, the Covenantor, the Association and all Owners of Lots within the Development Tract shall have an easement over the Access Drive, the ingress/egress points and the driveways within the Development Tract which provide cross access between Lots for the purpose of snow removal, if same is necessary to provide access to a Lot.

Section 3. Easement for Site Maintenance. Pursuant to Article XI, the Association shall have an easement over all paved areas, sidewalks and landscaped areas for the purpose of maintenance, repair and landscape maintenance.

Section 4. Entrance Monument Easement. The Association may be granted an easement over, under, and upon portions of Lots 1 and 2, for the purpose of constructing, replacing, repairing and maintaining an entrance monument(s) and appurtenances thereto. Additional easements for entrance monuments may also be granted to the Association from time to time, provided such easements do not interfere with any Owner's use of a Lot within the Development Tract.

Section 5. Driveway Easements. The Covenantor and every Lot Owner shall have a driveway easement for ingress and egress at each of the points as shown on **Exhibit C**.

Section 6. Easements Running with the Land. All easements herein described are easements appurtenant, running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, legal representatives, successors, and assigns, perpetually in full force and effect.

### **ARTICLE XIII**

#### **INSURANCE**

Section 1. Acquisition of Insurance Coverage by the Association. The Board of Directors shall obtain insurance coverage for the Access Road, detention area, entrance monuments and other property of the Association to cover against loss or damage by fire or other hazards. The insurance shall be for the full insurable value (based upon current replacement cost) of the property of the Association and the insurance premiums shall be a common expense. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association. The insurance coverage shall, if possible, provide that the insurance as to the interest of the Association shall not be invalidated by any act or neglect of any Owners.

The coverage shall contain an endorsement to the effect that said coverage shall not be terminated for non-payment of premiums without at least thirty days prior written notice to the Association. The insurance policies shall contain waivers or subrogation with respect to the Board, its employees, and agents, Owners, and mortgagees, and, if available, shall contain a replacement clause endorsement.

The Board shall also obtain comprehensive public liability insurance including liability for injuries or death to persons, and property damage, in such limits as it shall deem desirable in its reasonable discretion, and workman's compensation insurance, and other liability insurance as it may deem desirable in its reasonable discretion, insuring each Owner, the Association, its officers, members of the Board, the Trustee, the Covenantor, the manager and managing agent, if any, and their respective employees and agents, if any, from liability in connection with the operations and actions of the Association and insuring the officers of the Association and members of the Board from liability for good faith actions. The premium for such insurance shall be a common expense.

Section 2. Acquisition of Insurance Coverage by Lot Owners. Each Owner of a Lot in the Development Tract shall maintain or cause to be maintained at its sole cost and expense in full force and effect Commercial General Liability Insurance with a combined single limit of liability of Two Million Dollars in Constant Dollars for bodily injury, personal injury and property damage, arising out of any one occurrence; the other Owners of Lots in the Development Tract shall be named as "additional insureds" under such policy as it applies to the insuring Owner's Lot.

Each Lot Owner agrees to defend, protect, indemnify and hold harmless all other Lot Owners against all claims or demands, including any action or proceedings brought thereon, and

all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorney's fees and costs of suit, imposed upon or incurred by or asserted against the indemnified Lot Owner for injury to or death of any person, or damage to the property of any person located on the Lot owned by each indemnifying Lot Owner; provided however, the foregoing obligation shall not apply to claims caused by the negligence or willful acts or omissions of the Lot Owner to be indemnified, its tenants, licensees, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee or concessionaire thereof.

Effective upon the commencement of construction of any building on its Lot and so long as such building exists, a Lot Owner shall carry or cause to be carried, at its sole cost and expense, property insurance with "all-risk" coverage in the amount of one hundred percent of full replacement cost thereof (excluding footings, foundations or excavations).

Each Lot Owner (the “Releasing Party”) hereby releases and waives for itself, and each Person claiming by, through or under it, each other Lot Owner (the “Released Party”) from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Development Tract, which loss or damage is of the type covered by the insurance required to be maintained hereunder, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried, including any deductible or self insurance reserve. The Releasing Party agrees to use its reasonable efforts to obtain, if needed, appropriate endorsements to its policies of insurance, and to the policies of insurance carried by its Occupants, with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.

All insurance required by this Section shall be procured from companies authorized to do business in the State of Illinois and shall be rated by Best’s Insurance Reports not less than A/X. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Lot Owner provided, that any such blanket commercial general liability insurance policy or policies contain a general policy aggregate on a per location basis of not less than Two Million Dollars in Constant Dollars per location, (iii) a plan of self-insurance, provided that any Lot Owner so self-insuring notifies the other Lot Owner of its intent to self-insure and agrees that upon request it shall deliver to such other Lot Owner each calendar year a copy of its annual report that is audited by an independent certified public accountant which discloses that such Lot Owner has One Hundred Million Dollars in Constant Dollars or more of net current assets, or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is

permitted or allowed as a part of any insurance policy carried by a Lot Owner in compliance with this provision, such Lot Owner shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed Fifty Thousand Dollars in Constant Dollars unless such Lot Owner agrees to furnish to any other Lot Owner requesting the same, a certificate of insurance, or statement of self-insurance, as the case may be, evidencing that the insurance required to be carried by such Lot Owner is in full force and effect.

The insurance required pursuant to this Section shall include the following provisions:

- (a) shall provide that the policy shall not be canceled, or reduced in amount or coverage below the requirements of this Declaration, nor shall it be allowed to expire without at least thirty days prior written notice by the insurer to each insured and to each additional insured;
- (b) shall provide for severability of interests;
- (c) shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds; and
- (d) shall provide for contractual liability coverage with respect to the indemnity obligations contained herein.

**ARTICLE XIV**  
**RIGHTS OF FIRST MORTGAGE HOLDERS**

Anything in this Declaration to the contrary notwithstanding, the following shall be applicable with respect to any institutional holder of a mortgage lien of record on any Lot which is subject to the terms hereof.

Section 1. Notice. The Association shall, if so requested by any mortgagee of record of a Lot, give written notification as follows:

- (a) Notice of any default of the Owner of any Lot, which is the subject of such mortgage, if such default is not cured within thirty days after its occurrence;
- (b) Five days prior written notice of any annual or special meeting of the Association. The mortgagee may designate a representative to attend any such meeting;
- (c) Notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the Development Tract, the assessments or collection thereof, or any other matter affecting the Development Tract as governed by the terms of this Declaration. Such notice shall be given at least ten days prior to the submission of same for approval by the Members of the Association;
- (d) The request by a mortgagee for any or all of the above notices may be submitted to the Association via the Board of Directors or the managing agent and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the property is terminated, whichever shall be first in time.

Section 2. Claims for Assessments. Any mortgagee of record who takes title to a Lot or comes into possession of a Lot pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a pro rata share of such assessments and charges if the Board shall elect to reallocate same among all the Lots.



Section 3. Books and Records. Any mortgagee of record of a Lot shall have the right, upon twenty-four hours notice, to examine any and all books and records of the Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual financial statements within ten days from the date of such request or the date of preparation of such statement, as the case may be.

**ARTICLE XV**

**AMENDMENTS**

Section 1. Amendment. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board of Directors. Said change, modification, or rescission shall be approved by a majority of the number of votes of the Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by written proxy at said meeting of the voting Members of the Association having fifty percent of the total votes shall constitute a quorum. However, said change, modification, or rescission must be approved by not less than fifty percent of the total number of votes of the Association able to be cast.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Kane County, Illinois.

Section 3. Rights of Covenantor. No amendment which shall adversely affect the rights of the Covenantor shall be effective without the Covenantor's express written consent thereto.

## ARTICLE XVI

### GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the Owners of Lots in the Development Tract full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot in the Development Tract, subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of twenty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by the then Owners of eighty percent of the Lots in the Development Tract has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part.

Section 2. Notices. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either (a) sent by mail with postage prepaid to the last known address of the Person or entity who appears as the Owner on the records of the Association at the time of such mailing, or (b) personally delivered to the last known address of the Person or entity who appears as the Owner on the records of the Association at the time of such delivery, or (c) by facsimile transmission machine to a number on record with the Association.

Section 3. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to (a) all covenants, restrictions, conditions, reservations, easements, charges,

and liens, and the jurisdiction, rights, and powers created by this Declaration, and (b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such Owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a commercial community of the highest quality and character.

Section 5. Covenant to Abide by this Declaration. The Trustee and the Covenantor covenant to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 6. Covenant in Event of Dissolution of the Association. In the event the Association is dissolved, the Owners of all Lots in the Development Tract agree that all provisions contained herein regarding maintenance, repair, and replacement in the Development Tract shall still apply and that this Declaration shall be in full force and effect.

Section 7. Property Ownership in 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 property remain vested in the trust beneficiary or beneficiaries, then the 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 ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 8. Termination of Restrictions. No action by the Association or Owners, whether by amendment or otherwise, shall be effective to remove the Development Tract from the terms and conditions of this Declaration, without the express written consent of a majority of all of the institutional holders of mortgage liens recorded against the Lots which consent shall not unreasonably be withheld.

Section 9. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these Covenants and Restrictions. All reasonable costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the Person violating or attempting to violate any covenant and restriction and any judgment or decree shall so provide for payment of these reasonable costs. Failure by the

Covenantor, the Association, or any Owner of a Lot in the Development Tract to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breaches which may have occurred.

The Covenantor reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist.

Section 10. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, La Original Chicanita Bakery, Inc. has executed this Declaration on the day and year first above written.

**[SIGNATURE PAGE TO FOLLOW]**

**COVENANTOR: La Original Chicanita Bakery, Inc.**  
**an Illinois corporation**

By: \_\_\_\_\_  
Gerardo Parra  
Its: President

Attest: \_\_\_\_\_  
Secretary

