

AMENDMENT TO HIDDEN HILLS HOMEOWNER ASSOCIATION
SUBDIVISION PROTECTIVE RULES AND COVENANTS

Following are amendments to the Hidden Hills Homeowner Association Subdivision Protective Rules and Covenants, effective June 29, 2002.

Said amendments are provided for under Article XVI of the By-Laws of the Homeowners Association.

Said amendments are as follows:

FENCES: No boundary fences are allowed on any lot, except for a fence enclosing in-ground swimming pools as required by local government regulations, which fences shall not exceed six feet in height. No chain link or other fence of any type shall be erected or maintained on any lot unless prior written approval is obtained from the Board.

GARBAGE: No garbage or trash shall be kept, maintained or contained on any lot so as to be visible from another lot. No incinerators shall be kept or maintained on any lot. No refuse pile, garbage or unsightly objects shall be allowed to be placed, accumulated or suffered to remain anywhere on a lot.

LOT APPEARANCE: No owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse, or other unsightly materials. Natural growth shall be kept trim and neat. Garbage shall be placed in receptacles provided therefore and, if outside shall be properly screened. Tarpaulins and similar covering materials are prohibited. There shall be no burning of refuse or building materials by an owner or his contractor.

SAFE CONDITION: Without limiting any other provision in these covenants, each owner shall maintain and keep his lot at all times in a safe, sound and sanitary condition and repair, and shall correct any condition or refrain from any activity which might interfere with the reasonable enjoyment by other owners of their respective lots.

NO OBSTRUCTIONS TO DRAINAGE: No owner shall erect, construct, maintain, permit or allow any fence, dam, barriers or other improvement(s) or other obstruction(s) which would interrupt normal drainage on the property or within any area designed on a Plat or other binding document as a "drainage easement", except with the prior consent of Elgin Township.

OTHER PROHIBITED MATTERS:

(a) Overnight parking of commercial vehicles over 3 tons, or vehicles which require a CDL drivers license to operate is prohibited. Motor homes may be parked on the lot but not occupied unless written approval for their occupation is obtained from the Board.

(b) In addition to an annual assessment, the Association may levy in any assessment year a special assessment applicable to that year for the purpose of defraying, in whole or in part, the

cost of any construction or reconstruction, unexpected repair or replacement of capital improvements.

(c) In the event of failure of any owner to pay any assessment or dues on or before thirty (30) days following due date and following proper notice to such owner of such assessment, said assessment shall become delinquent and shall bear interest at a rate equal to two percent (2%) over the prime rate then being charged by BankOne, Chicago, Illinois, from the due date thereof to the date of payment of both principal and interest, and may thereafter be enforced against the Owner personally. The Association may, at its discretion, file Certificates of Non-Payment of Assessments in the Office of the Recorder of Deeds whenever such assessments are delinquent, which Certificate shall become a lien on such lot(s). The Association shall be entitled to collect from the Owner or Owners of the real property described therein an additional reasonable fee and reasonable attorneys' fees, which fees are hereby declared to be in addition to the lien upon the lot(s) so described in said Certificate. Such fee shall be collectable in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof.

(d) 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 lot(s) prior to the effective date of such liens.

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

(f) If an unpermitted use is substantially destroyed or removed, it may not be replaced or rebuilt.

ENFORCEMENT: Enforcement of these Covenants shall be by any proceeding at law or in equity against any person or any entity violating or attempting to violate any Covenant. Such action may be to restrain or enjoin such violation, or to recover damages, or may be against the land to enforce any lien created by these Covenants. Should the Association employ legal counsel to enforce any Covenant, or to prosecute the violation or the attempt to violate any Covenant, then all costs incurred by the Association by reason of such enforcement or prosecution, including reasonable attorneys' fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecution is brought. The Association shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Association or the owners of any land subject to these Covenants, in exercising any right, power or remedy provided under these Covenants, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Association for or on account of its

delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any Covenant or for imposing any Covenant which may be unenforceable by the Association.