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KATHLEEN V. CARRIER, RECORDER
DUPAGE COUNTY ILLINOIS
11/10/2021 02:59 PM

DOCUMENT # R2021-165017

**CERTIFICATION
OF DECLARATION**

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Julie Clark, City Clerk of Warrenville, a municipal corporation in said County and State as aforesaid, do hereby certify that the foregoing is a full, true, complete and correct copy of:

**DECLARATION OF FIRST AMENDED AND RESTATED MASTER
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND
EASEMENTS FOR THE RIVERVIEW WEST SUBDIVISION**

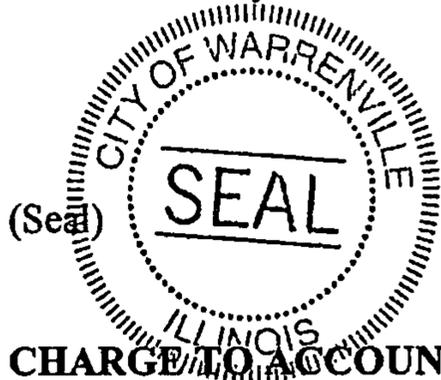
Property Address: 28301 Ferry Road, Warrenville, IL 60555

P.I.N. No.: 07-02-201-020, 07-02-201-019, 07-02-201-018, 07-02-201-017

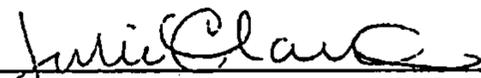
Applicant: John Schiess

As it appears from the records in my office.

Given under my hand and corporate seal of said City this 5th day of November, 2021.



CHARGE TO ACCOUNT NO. 125



Julie Clark
City Clerk

PREPARED BY/RETURN TO:

Marie Lupo
City of Warrenville
3S258 Manning Avenue
Warrenville, IL 60555

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This space reserved for Recorder's use only.

**FIRST AMENDED AND RESTATED
MASTER DECLARATION OF
COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
FOR THE RIVERVIEW WEST
SUBDIVISION**

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Nazar Kashuba LLC
Two Northfield Plaza, Suite 310
Northfield, Illinois 60093

**PERMANENT REAL ESTATE INDEX
NUMBERS:**

07-02-201-020, 07-02-201-019, 07-02-201-018
and 07-02-201-017

ADDRESS OF PROPERTY:

FERRY ROAD, WARRENVILLE, ILLINOIS

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THIS FIRST AMENDED AND RESTATED MASTER DECLARATION is made and entered into this 1st day of November, 2021, by CANTERA APARTMENTS LLC, an Illinois limited liability company (the "Declarant"):

RECITALS:

A. The capitalized terms used in these Recitals, if not otherwise defined herein, shall have the meanings set forth in Article II hereof (Definitions).

B. CANTERA APARTMENTS LLC, an Illinois limited liability company (the "Declarant") as the legal title holder of the real property situated in Warrenville, Illinois and legally described in Exhibit A attached hereto and known as The Riverview West Subdivision ("Property") and as Declarant, executed and recorded that certain Master Declaration of Covenants, Conditions Restrictions and Easements for the Riverview West Subdivision dated as of July 11, 2019, and recorded with the DuPage County Recorder of Deeds on September 9, 2019 as Document No. R2019-081955 (the "Master Declaration"), pursuant to which the Declarant declared that the real estate legally described on Exhibit "A" attached hereto and made a part hereof (the "Property") shall be transferred, held, sold, conveyed and accepted subject to the terms, provisions, covenants, conditions, restrictions, easements, burdens, privileges, charges and liens set forth in the Master Declaration.

C. Pursuant to the Article IX of the original Master Declaration, the Declarant has the right to amend the Master Declaration.

D. The terms, provisions and exhibits of this Amended and Restated Master Declaration shall amend and modify the Master Declaration, and the terms, provisions and exhibits of this Amended and Restated Master Declaration replace the Master Declaration in its entirety.

E. Declarant continues to intend to develop the Property into a mixed residential/commercial community consisting of 364-unit rental apartment building (hereinafter referred to as the "Rental Parcel" and described on **Exhibit B** attached hereto), sixty (60) townhome units (hereinafter referred to as the "Townhome Parcel" and described on **Exhibit C** attached hereto), and 33,950 square foot commercial plaza (hereinafter referred to as the "Commercial Parcel" and described on **Exhibit D** attached hereto);

F. Declarant continues to intend the Townhome Parcel to be operated as a single-Lot townhomes rental property.

G. Declarant continues to intend that the Commercial Parcel and the Townhome Parcel, only if it is later subdivided into individual townhome parcels, will be submitted to further Declarations that will establish the further governance of the particular dwelling and/or commercial units within such Parcels in a manner consistent with the terms of this Master Declaration.

H. Declarant desires by this Amended and Restated Master Declaration to provide for the upkeep and maintenance of the Maintenance Area (described in **Exhibit E**) and the Off-Site Improvements, and to protect the respective values of each such Parcel, by providing for, declaring and creating certain easements, covenants, and restrictions against and affecting the Rental, the Townhome and the Commercial Parcels, or of any portion thereof or interest or estate therein, which will be binding upon all present and future Owners, and which will inure to the benefit of all present and future Owners, to the extent provided herein.

NOW, THEREFORE, Declarant hereby declares that the Property and any part thereof is and shall be owned, held, developed, mortgaged, leased or otherwise encumbered, transferred, assigned, sold, conveyed and accepted subject to this Declaration, and declares that each of the following easements, covenants, conditions, restrictions, burdens, uses, privileges and charges created hereunder shall exist at all times hereafter amongst, and be binding upon and inure, to the extent provided herein, to the benefit of all parties having or acquiring any right, title or interest in or to any portion of, or interest or estate in, the Property and each of the foregoing shall run with the land subject to this Declaration.

ARTICLE I Incorporation of Recitals

The foregoing Recitals are hereby incorporated by reference in the body of this Master Declaration as if fully set forth herein.

ARTICLE II Definitions

2.1 "Annual Budget" shall mean the projection of expenses, reserve, and income provided for in Section 4.6 below.

2.2 "Assessment" means the sums required to be paid by Owners to pay for Common Expenses pursuant to this Master Declaration. The term Assessment shall also include sums required to be paid for reserves.

2.3 "Association" shall mean an Illinois not-for-profit corporation formed as a homeowner's/common interest community for the purpose of governing Townhome Parcel and/or Commercial Parcel.

2.4 "City" shall mean the City of Warrenville.

2.5 "Common Expenses" shall mean: i) the reasonable costs to execute the Maintenance, including without limitation, landscape maintenance costs, watering costs, electrical utility costs, snow removal costs) property manager fees and insurance premiums; ii) the reasonable costs to administer the Maintenance Fund; iii) the reasonable costs to enforce the terms of this Master Declaration (including reasonable litigation expenses; iv) such amounts specifically identified as Common Expenses under this Master Declaration; and v) such other costs, consistent with the subparagraphs (i) through (iv) of this subparagraph that may be included in the Annual Budget.

2.6 "Commercial Parcel" shall have the meaning set forth in Paragraph C of the Recitals of this Master Declaration.

2.7 "Commercial Units Declaration" shall mean a declaration, approved by the City prior to its execution and recordation, that may be recorded against the Commercial Parcel (or portion thereof) for purposes of submitting the Lots within the Commercial Parcel to the terms of said Declaration.

2.8 "Community", referenced in Section 4.4 of this Declaration, shall mean the owners of the Rental Parcel, the Townhome Parcel, and/or Commercial Parcel.

2.9 "Declarant" means CANTERA APARTMENTS LLC, an Illinois limited liability company, its successors and assigns.

2.10 "Easements" means all easements granted, reserved, provided for, or created pursuant to or in accordance with the terms and provisions of this Master Declaration.

2.11 "Improvement" or "Improvements" shall mean and include any and all subdivision signage, landscaping, watering facilities and lighting facilities, pedestrian walkways, fences, landscaping, planters, trees, flowers, bushes, shrubs ground cover, and such other amenities installed by the Declarant or the Manager or a governmental body from time to time in the Maintenance Area,

2.12 "Initial Purchaser" means the grantee under a Deed to an entire Parcel from the Declarant to a third party. In the event that a grantee is an Illinois land trust, the term Initial Purchaser shall jointly and severally include the beneficiary of such land trust.

2.13 "Lot" shall mean a lot of record established by the Plat of Subdivision.

2.14 "Maintenance" means and includes operating, managing, maintaining Maintenance Area, including, without limitation, snow removal, landscaping, and repairing, and replacing when necessary or desirable the Improvements and the Off-Site Improvements in order to maintain the Maintenance Area in a neat, healthy, and slightly condition consistent with a first-class development and in compliance with the approved PUD Plans and Documents, including but not limited to the following Improvements and Off-Site Improvements:

- i. The stormwater management system on the Property and on Outlot A, including but not limited to all stormwater management detention ponds, and associated retaining walls, fencing, structures, storm sewers, overflow routes, rip rap, pond vegetation;
- ii. The landscaping on Outlot A;
- iii. The landscaping within the right-of-way of the dedicated section of Torch Parkway;
- iv. The ground and directional signage for and/or within the Property;
- v. The private north-south street between Torch Parkway and Ferry Road;
- vi. The trail Access to the DuPage Forest Preserve path along the river and all pathways illustrated on the PUD Plans and Documents;
- vii. The Irrigation System in accordance with the building permit and plans approved by the City;
- viii. Fencing on the Property;
- ix. All private drives and parking lots, including but not limited to parking lot signage, including snow removal from such private drives and parking lots;
- x. The emergency access to the Property;
- xi. Open space within the Property;
- xii. Private utilities and outside lighting on the Property, including, without limitation, the private storm sewer as depicted on the Storm Sewer Maintenance Exhibit attached to and, by this reference, made a part of this Declaration as Exhibit F;
- xiii. The turf within the Torch Parkway and Ferry Road areas, including but not limited to moving, fertilizing, and irrigation of the subject areas;
- xiv. All of the traffic control signage, pavement markings and no-parking signs on the private property areas of the Riverview West Subdivision consistent with the approved PUD plans;
- xv. All other duties and responsibilities of the Association pursuant to the Landscape Maintenance Program contained on Sheets 1 through 13 of the Lannert Group's report dated July 23, 2019.

2.15 "Maintenance Area" shall mean all real property described and depicted on Exhibit E attached hereto.

2.16 "Maintenance Fund" shall mean the segregated account maintained by the Manager into which all Assessments, except reserves, and other sums collected by the Manager pursuant to this Master Declaration shall be deposited and from which Common Expenses shall be paid.

2.17 "Manager" shall mean the person responsible to supervise the Maintenance and administer the Maintenance Funds pursuant to Article IV of this Master Declaration.

2.18 "Master Declaration" means this Master Declaration of Covenants, Conditions, Restrictions and Easements, as amended from time to time.

2.19 "Off-Site Improvements" means parcels of land designated as "Outlot A" and the "Torch Parkway Island," per approved PUD Plans and Documents.

2.20 "Outlot A" means the parcel of land designated as an Off-Site Improvement and legally described on Exhibit G, attached to, and by this reference, made a part of this Declaration.

2.21 "Owner" means the record owner(s) of the of a fee simple interest in any Lot, common element, townhome unit, or portion thereof in the Property.

2.22 "Plat" shall mean the plat for The Riverview West Subdivision, as recorded in the Office of the Recorder of Deeds of DuPage County, State of Illinois as Document No. _____.

2.23 "Property" means the real property legally described on Exhibit A attached hereto.

2.24 "PUD Plans and Documents" means those plans and documents defined as the Final Phase I PUD Documents in Section 5 of Ordinance No. O2019-21 approved by the City Council on May 20, 2019, as amended from time to time.

2.25 "Reserve Fund" shall mean the segregated account into which all reserves shall be deposited and from which capital expenditures and/or short falls in the Maintenance Fund may be paid.

2.26 "Recorder" means the Recorder of Deeds of DuPage County, Illinois.

2.27 "Townhome Declaration" shall mean a declaration, approved by the City prior to its execution and recordation, that may be recorded against the Townhome Parcel (or portion thereof) for the purposes of submitting the Lots within the Townhome Parcel to the terms of said Declaration if the Initial Purchaser or subsequent Owner of the Townhome Parcel elects, subject to and in accordance with the terms of the City of Warrenville Ordinance No. O2021-15, which approved the final planned unit development for the Property and is recorded with the Office of the Recorder of Deeds of DuPage County as Document No. _____ ("Final PUD Ordinance") to subdivide the Townhome Parcel into more than one Lot. At the election of the Initial Purchaser or subsequent Owner of the Townhome Parcel, subject to and in accordance with the terms of the Final PUD Ordinance, the Townhome Parcel may be submitted to the Illinois Condominium Property Act and be governed by a Condominium Declaration, which Condominium Declaration must be approved by the City prior to its execution and recordation. The Townhome Declaration and Condominium Declarations shall contain the following restrictions:

1. Refuse Container Storage. The refuse containers used by each townhome must be stored inside of the townhome garages. This requirement must be included in the individual leases for the townhome units.
2. Refuse Service. The townhomes must use the City-wide exclusive residential waste collection contractor for refuse collection.

2.28 "Townhome Parcel" shall have the meaning set forth in Paragraph C of the Recitals of this Master Declaration.

2.29 "Turnover Date" means the date upon which the Declarant's right to amend this Declaration is terminated pursuant to Section 9.2 hereof.

ARTICLE III Easements in Favor of the Manager

3.1. Subject to the limitations set forth in Section 3.2 hereof, the following Easements in, to, under, over, upon, through and about the Maintenance Area in favor of the Manager and the Declarant and their respective contractors and licensees are hereby granted, reserved, declared, and created:

- (a) A non-exclusive Easement for the purpose of installing and maintaining the Improvements,
- (b) A non-exclusive Easement for ingress and egress for persons, material, and equipment to carry out the Maintenance.

3.2 No portion of the Maintenance Area that is owned by a governmental body shall be deemed burdened by Easements unless such governmental body records an instrument granting such Easements.

3.3. The rights and responsibilities relating to the Easements created under this Article shall be exercised and enjoyed not by any individual Unit Owner, but, rather, by the duly authorized representative of the Manager or the Declarant.

ARTICLE IV Operation, Manager, Maintenance, Assessments

4.1 The Declarant shall, at its expense, cause such Improvements to be installed in the Maintenance Area as required by the landscape plan approved by the City. The Declarant shall cause the Maintenance Area to be completed through December 31, 2021, and the Maintenance shall be undertaken by the Manager as a Common Expense thereafter.

4.2 The Declarant shall, at its expense, cause the Off-Site Improvements to be installed and completed as required by the Easement, Improvement, and Maintenance Agreement (Detention Pond) dated November 12, 2018 and recorded as Document No. R2018- 108094 ("Detention Pond Easement"). All terms, provisions and conditions of the Detention Pond Easement are restated and incorporated in the Master Declaration and Declarations of the Parcels. The Maintenance of the Off-Site Improvements shall be undertaken by the Manager as a Common Expense thereafter.

4.3 The Declarant shall initially serve as the Manager. Upon installation of the Improvements by the Declarant and formation of the Associations governing the Townhome and Commercial Parcels, the rights and responsibilities of the Manager shall be deemed transferred to the owner of Rental Parcel, which shall retain the role of Manager indefinitely.

4.4 The Manager shall cause the Maintenance to be carried out in a timely fashion. The Manager may employ such contractors, vendors, property managers, and professionals as may be reasonably required to execute the Maintenance and the costs thereof shall be considered a Common Expense.

4.5 Membership in this Master Association shall be mandatory for each Association for a particular Parcel, and each property owner and successive owner within the Townhome Parcel, Commercial Parcel, and Rental Parcel.

4.6 Each Community shall pay its pro rata share of the Common Expenses by means of an assessment to be levied by the Master Association, that meets the requirements for becoming a lien on the property in accordance with statutes of the State of Illinois, according to the following percentages:

Rental Parcel	364 units	69.50%
Townhome Parcel	60 units	13.22%
Commercial Parcel	33,950 sq. feet	17.27%

Except as otherwise provided herein, these percentages shall apply regardless of the number of dwelling/commercial units actually construed on a Parcel.

4.7 Upon the failure of an Association of a particular Parcel to pay its Assessment as required, the individual Lot Owners within that particular Parcel shall be jointly and severally liable to pay the Assessment for their Parcel on behalf of their Association.

4.8 An Annual Budget for the projected Common Expenses and contingency reserves for each year shall be prepared by the Manager in consultation with a committee composed of three (3) members, one designated by each president of the respective Associations. Prior to the incorporation of an Association for a particular Parcel the Initial Purchaser of the particular Parcel shall serve on the committee in the place of a president's appointee. A vote on the Annual Budget will be made by the committee and the decision of the majority of the members shall control. Upon its adoption, the Manager shall be bound by the Annual Budget. The committee may adopt rules and procedures to govern its operation. The Annual Budget shall be published every November 1st and shall be effective for the ensuing calendar year. The Annual Budget shall be binding on the Owners and shall not be subject to further ratification or approval by their respective Associations. Failure to establish an Annual Budget shall not relieve any Association or Owner from paying an Assessment for a given year; rather, the Annual Budget and Assessment for the prior year shall be deemed applicable for the current year. In the event that extraordinary Common Expenses are incurred and there are insufficient sums in the Maintenance Funds (including reserves) the Manager may call a special meeting of the committee and the committee shall adopt an Amendment to the Annual Budget. The Assessments shall be increased with the next quarterly payment in accordance with the same percentages set forth in Section 4.7 below to reflect the Amendment to the Budget.

4.9 Upon notice by the Manager, the Owners shall pay their entire Annual Assessment into the Maintenance Fund pursuant to the Annual Budget on January 1st of each year. Interest shall accrue on unpaid Assessments at rate of eighteen (18%) percent per annum.

4.10 The Manager shall maintain separate books and records relating to Common Expenses, the Maintenance Fund, and the Reserve Fund. Such books and records shall be subject to review and copying by the duly authorized representatives of the Associations on a quarterly basis during regular business hours and upon reasonable advance notice.

4.11 Each Initial Purchaser of the Commercial Parcel and the Townhome Parcel shall cause their respective Declarations and Townhome Declarations to conform to the terms of this Master Declaration and specifically to require payment of the Assessments as provided for herein.

4.12 Upon the request of the Manager or the Declarant, each Association shall furnish a current roster of the names and addresses of its Members.

4.13 Nothing herein shall preclude the Manager from receiving a fee for its services and such fee being paid as a budgeted Common Expense, provided such fee shall be reasonable and no greater than such fees charged by independent property managers operating in the Warrenton area for comparable services.

4.14 Use of Rental Parcel Complex Amenities. Unless otherwise approved by the City as a minor amendment to the Final Phase II PUD Plan approved by the Final PUD Ordinance, the occupants of the Townhome units on the Townhome Parcel must have the right to access and use the amenities, including without limitation, the pool and fitness rooms, in the adjacent apartment building on the Rental Parcel, constructed as Phase I of the Proposed Development, at no additional cost so long as the majority of the townhome units are managed and operated as rental property units.”

ARTICLE V Insurance

5.1 The Manager shall procure and maintain the following insurance policies as a Common Expense:

a) A policy insuring the Maintenance Area against loss or damage by fire and such hazards as are customarily contained in fire and extended coverage, vandalism, and malicious mischief endorsements,

b) A policy providing general liability coverage against claims for personal and bodily injury or property damage occurring in, on, under, within, upon, or about the Maintenance Area or as a result of operations thereon.

c) A policy providing such other or additional coverage as the Manager may deem appropriate using its reasonable and prudent business judgment.

5.2 All such policies shall be in such amounts as may be required by law from time to time and in such amounts as the Manager may deem reasonable and prudent

5.3 Such policies shall name as additional insureds; each Owner, the Associations, their respective boards and officers, and, until the Turnover Date, the Declarant. Certificates delineating all forms of coverage and endorsements required hereunder shall be delivered to each Association upon their request.

ARTICLE VI Rights and Remedies

6.1 The Manager and the City shall have all remedies available at law or in equity in enforcing the terms of this Master Declaration. However, it shall be the duty of the Manager to enforce the terms of this Master Declaration using its reasonable and prudent business judgment.

6.2 If any Owner or Association fails to pay his Assessment or is otherwise in default of this Master Declaration, the Manager may, within ten (10) days after written notice or demand by the Manager and failure of the defaulting party to cure the default, file suit in the circuit court against such Owner or Association. In the event such suit is filed, the defaulting Owner or Association shall be liable for all costs and fees, including reasonable attorney's fees, incurred by the Manager. Any sums collected by the Manager shall be deposited into the Maintenance Fund.

6.3 If, within ten (10) days after written notice or demand by the City, any Association of a particular Parcel or the Owner of the Townhome Parcel fails to perform any maintenance or repair work pursuant to the terms of this Master Declaration or Declarations for a particular parcel, the City shall be granted the right to perform such maintenance or repair work that the such Association or the Owner of the Townhome Parcel has neglected to perform, to assess the cost for such work against Association or the Owner of the Townhome Parcel, and to have a lien against the property of any Association or the Owner of the Townhome Parcel failing to pay such assessment. For this purpose alone, the City shall have all the rights and powers of the Association and its governing body under the agreements and declarations creating each Association.

ARTICLE VII Estoppel Certificates

7.1 The Manager or its designee shall be permitted to issue certificates to Owners and third parties, including lenders and title insurance companies indicating whether:

- (a) the terms and provision of this Declaration are unmodified and are in full force and effect or if modified, identifying any such modifications;
- (b) whether there is any existing default hereunder and if so the nature of the default; and
- (c) such other information as may be reasonably requested.

7.2 The Manager, may charge the requesting person a reasonable fee for preparing executing and delivering the certificate. Such fees shall be considered a Common Expense.

ARTICLE VIII Associations Acting for Owners

8.1 Except for either the Declarant or an Initial Purchaser or an Association who may also be an Owner, no individual Owner shall have the right to take any action under this Master Declaration or to enforce any of the rights or privileges granted by this Master Declaration for the benefit of the particular Parcel in which his/her/its Lot or Unit is situated. Rather, all such action shall be taken by or through the Association which has jurisdiction over the Parcel in which Owner's Lot (or portion thereof or unit) is situated. In the event of any such action taken by an Association, the Owner shall be bound as if such Owners had expressly consented and agreed to such actions by such Association. Except as otherwise noted herein, any requirement for any Owner to furnish a notice or deliver a document may also be performed by the Association of which such Owner is a member.

ARTICLE IX Amendments to Declaration

9.1 All changes, amendments and modifications to the Master Declaration that (i) are inconsistent with the PUD Plans and Documents and/or applicable City Codes or Ordinances, or (ii) materially alter the maintenance responsibilities of private parties within the Property and the Maintenance Area shall require written approval by the City. In the absence of written approval by the City, all amendments to the Master Declaration that (i) are inconsistent with the PUD Plans and Documents and/or applicable City Codes or Ordinances, or (ii) materially alter the maintenance responsibilities of private parties within the Property and the Maintenance Area shall be null and void.

9.2 Until the Turnover Date, the Declarant reserves the right and power to record an

amendment to and/or an amendment and restatement of this Master Declaration ("Amendment") at any time and from time to time in accordance with Section 9.1 of this Master Declaration. An Amendment, may, among other things: (i) correct clerical or typographical errors in this Master Declaration; (ii) revise or grant additional Easements (including, without limitation, on, over, under, in, across, through, and about the areas depicted on the Plat as may be necessary, in Declarant's sole judgment, in order to effectuate the Maintenance; (iii) modify definition of Maintenance Area and/or other provisions as may be required to comply with the requirements of the City or other governmental agency, but only in accordance with Section 9.1 of this Master Declaration; (iv) modify the percentages of Common Expenses pursuant to paragraph 4.4(b); (v) modify the terms of Section 12.4 hereof, subject to the written consent of the City of Warrenville; and (vi) make such other modifications of, or additions, or deletions to this Master Declaration as may be necessary, in Declarant's sole judgment, in order to more efficiently and effectively provide for the Maintenance and the administration of this Master Declaration in accordance with Section 9.1 of this Master Declaration. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to an Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting any portion of the Property, and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute, and record Amendments. Each Amendment shall be recorded with the Recorder and shall be effective from and after the date of recording.

9.3 The Declarant's right to amend or restate the Master Declaration shall terminate upon the earlier of December 31, 2031, or b) such time as the Declarant shall voluntarily turn over the right to amend this Master Declaration to the Manager by written notice to each Association, the Manager and the Owner of the Townhome Parcel.

9.4 From and after the Turnover Date, the power to amend or restate this Master Declaration shall be deemed transferred from the Declarant to the Manager for the same purposes and under the same terms as provided in Section 9.1 hereof; provided any such Amendment by the Manager shall be countersigned by the Owner of the Townhome Parcel or, upon its subdivision into individual parcels. The president and secretary of the Association for the Townhome Parcel, the president and secretary the Association for the Commercial Parcel and the Owner of the Rental Parcel prior to taking effect and prior to filing with the Recorder.

ARTICLE X

Notices

10.1 All notices, demands, elections, or other communications required, permitted, or desired to be served hereunder ("Notices") shall be in writing and shall be delivered in person or mailed as certified or registered mail, postage prepaid, return receipt requested, addressed as below stated:

For Notices to the Declarant:
CANTERA APARTMENTS LLC
Two Northfield Plaza, Ste.310
Chicago, Illinois 60093
For Notices to the Rental Owners:

For Notices to the Townhome Owners:
CANTERA APARTMENTS LLC
Two Northfield Plaza, Ste.310
Chicago, Illinois 60093

For Notices to the Commercial Owners:
CANTERA APARTMENTS LLC
Two Northfield Plaza, Ste.310
Chicago, Illinois 60093

The foregoing notwithstanding, at such time as an Association for a Parcel is created, notices to the Owners within such Parcel shall be delivered or mailed, as aforesaid, to any officer, director, or managing agent of the applicable Association to such address as may appear in any public record instead of the addresses set forth above.

10.2 So long as any portion of a Parcel remains subject to a Declaration establishing an Association for its particular Community, (i) an Owner or Association of another Parcel may, but shall not be obligated to, give personal notice to any Owner, and notice to the Association shall be deemed sufficient and effective notice to all Owners within such Parcel, and (ii) the Association alone shall be empowered to give notice on behalf of any or all Owners falling within its Parcel, which notice shall be binding on such Owners.

10.3 Any Notice mailed as aforesaid shall be deemed received three (3) business days after deposit in the United States mail with proper postage prepaid or upon actual receipt, whichever is earlier. Addresses for service of Notice may be changed by written notice served as hereinabove provided at least thirty (30) days prior to the effective date of such address change, nothing herein contained, however, shall be construed to preclude service of any Notice in the same manner that service of a summons or legal process may be made.

ARTICLE XI Limitation of Liability

11.1 Except for willful and fraudulent acts, Declarant nor the Manager, their Boards, officers and their respective employees and agents shall be liable to the Owners or any Association or third party for any mistake of judgment or for any acts or omissions of any nature whatsoever, in their respective positions, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence, or fraud. The Owners and their respective Associations shall indemnify, hold harmless, protect and defend the foregoing parties against all claims, suits, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees and amounts paid in reasonable settlement or compromise incurred in connection therewith. The burden of the foregoing indemnity shall be borne by the Owners and their respective Associations at the time such loss, damage, cost, or expense is incurred in the same proportion as Assessments are borne by the Owners and their respective Associations as provided in Section 4.4 and 4.5 hereof.

ARTICLE XII General

12.1 Nothing contained in this Master Declaration shall be deemed to bind the City of Warrenville without its express written consent. To the extent that any portion of the Maintenance Area falls within a public right of way, the Maintenance of such area shall be subject to compliance with the rules, regulations, laws, and ordinances of the pertinent governmental agency having jurisdiction over such right of way.

12.2 The illegality, invalidity, or unenforceability under law of any covenant, restriction or condition or any other provision of this Master Declaration shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Master Declaration.

12.3 The headings of Articles in this Master Declaration are for convenience of reference and shall not in any way limit or define the content, substance, or effect of the Articles.

12.4 The Easements, covenants, conditions, and restrictions contained in this Master Declaration shall be enforceable by the Association, the Declarant, the City, the Manager and the Associations and the Owners and their respective successors and assigns for a term of forty (40) years from the date this Master Declaration is recorded, after which time said Easements, covenants, conditions, and restrictions shall be automatically extended without further act or deed of the Owners, except as may be required by law and as provided below, for successive periods of ten (10) years each, subject to the provisions of Article IX hereof or this Section 12.4.

12.5 All the Easements, covenants, restrictions, and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon Declarant and each subsequent holder of any interest in any portion of the Property and their grantees, mortgagees, heirs, successors, or personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof or interest herein.

12.6 Easements created hereunder shall not be presumed abandoned by nonuse or the occurrence of damage or destruction of a portion of the Improvements subject to an Easement unless the Associations benefited by such Easement state in writing their intention to abandon the Easement or unless the Easement has been abandoned for an uninterrupted period in excess of two (2) years.

12.7 This Master Declaration and said other instruments shall, in all respects, be governed, construed, applied, and enforced in accordance with the laws of Illinois including, without limitation, matters affecting title to all real property described herein.

12.8 This Master Declaration is not intended to give or confer any benefits, rights, privileges, claims, actions, or remedies to any person or entity as a third-party beneficiary under any statutes, laws, codes, ordinances, rules, regulations, orders, decrees, or otherwise.

12.9 Each provision of the Recitals to this Master Declaration and each Exhibit attached hereto is hereby incorporated in this Master Declaration and is an integral part hereof.

12.10 No charges shall be made for any Easements or rights granted hereunder or for any services provided hereunder unless otherwise provided or permitted under the terms of this Declaration.

IN WITNESS WHEREOF, CANTERA APARTMENTS LLC, as Declarant, has caused its seal to be affixed hereunto and caused its name to be signed.

CANTERA APARTMENTS LLC,
an Illinois limited liability company

By: _____

Igor Blumin, Its Manager

Exhibit A

Legal Description of the Property

LOTS 1, 2, 3, AND OUTLOT "A" IN FINAL PLAT OF SUBDIVISION CANTERA SUB-AREA "C," LOT 2 SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, AND THEN RECORDED IN DUPAGE COUNTY AS DOCUMENT NUMBER R2019-086481 ON SEPTEMBER 26, 2019.

PIN(S): 07-02-201-020, 07-02-201-019, 07-02-201-018 and 07-02-201-017

Exhibit B

Legal Description of the Rental Parcel

LOT 2 IN FINAL PLAT OF SUBDIVISION CANTERA SUB-AREA "C," LOT 2
SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 38 NORTH,
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,
ILLINOIS, AND THEN RECORDED IN DUPAGE COUNTY AS DOCUMENT NUMBER
R2019-086481 ON SEPTEMBER 26, 2019.

PIN(S): 07-02-201-019

Exhibit C

Legal Description of the Townhome Parcel

LOT 3 IN FINAL PLAT OF SUBDIVISION CANTERA SUB-AREA "C," LOT 2
SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 38 NORTH,
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,
ILLINOIS, AND THEN RECORDED IN DUPAGE COUNTY AS DOCUMENT NUMBER
R2019-086481 ON SEPTEMBER 26, 2019.

PIN(S): 07-02-201-018

Exhibit D

Legal Description of the Commercial Parcel

LOT 1 IN FINAL PLAT OF SUBDIVISION CANTERA SUB-AREA "C," LOT 2
SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 38 NORTH,
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,
ILLINOIS, AND THEN RECORDED IN DUPAGE COUNTY AS DOCUMENT NUMBER
R2019-086481 ON SEPTEMBER 26, 2019.

PIN(S): 07-02-201-020

Exhibit E

Maintenance Area

EXHIBIT E: MAINTENANCE AREA


 MAINTENANCE AREA
 (INCLUDES COMMON MAINTENANCE AREA,
 APARTMENT PARCEL MAINTENANCE AREA,
 TOWNHOME PARCEL MAINTENANCE AREA, AND
 COMMERCIAL PARCEL MAINTENANCE AREA)

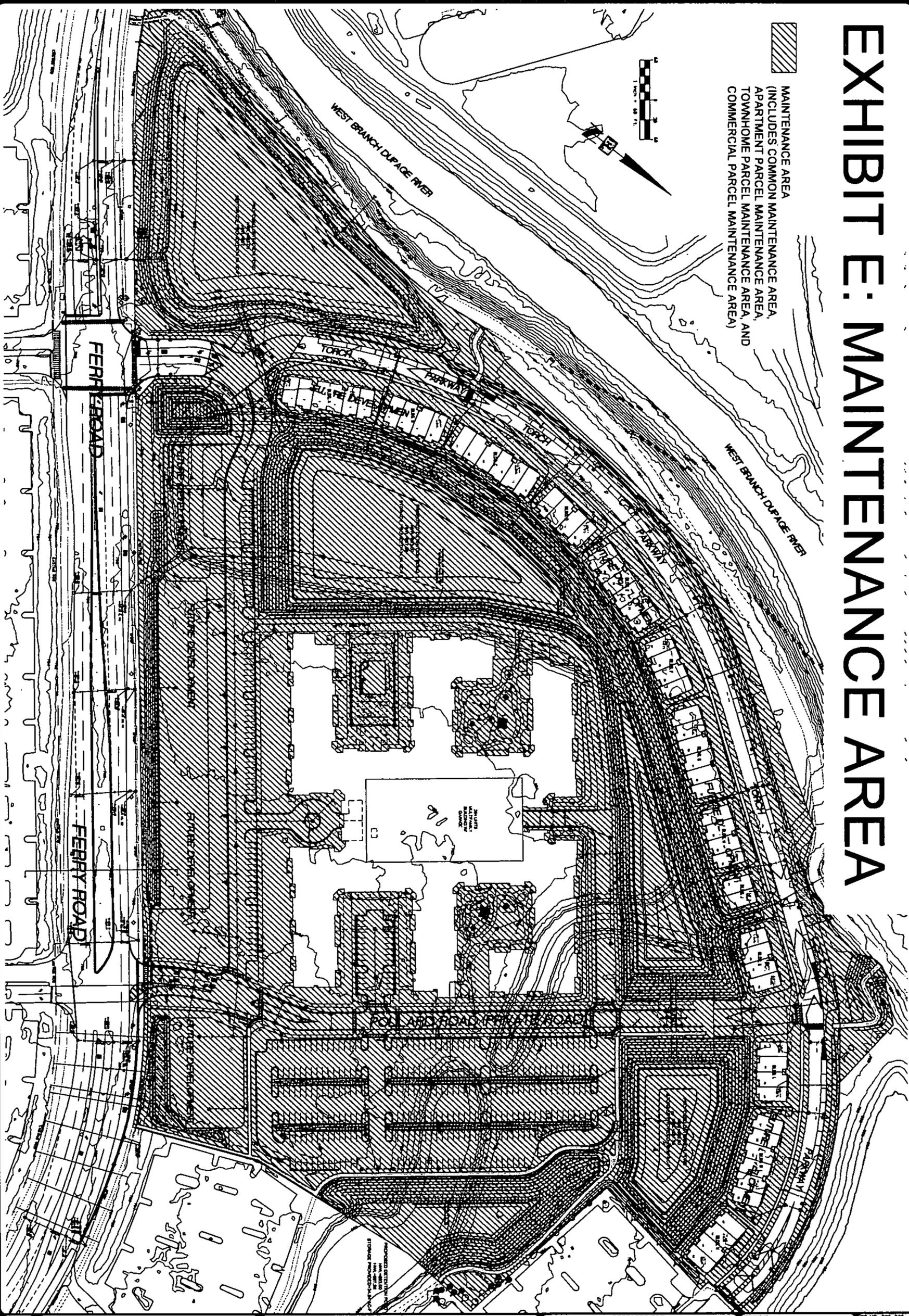
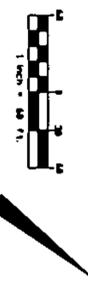


EXHIBIT E: MAINTENANCE AREA EXHIBIT
 RIVER VIEW WEST
 CITY OF WARRENVILLE, ILLINOIS

B Bollinger, Lach & Associates, Inc.
 331 PINECREST ROAD SUITE 200 STANCA, IL 60188
 P: (708) 434-8400 F: (708) 434-8444 www.bollingerlach.com
 STANCA • CHICAGO • ALDORF • LAKE OSHEVA • SOUTH BEND • INDIANAPOLIS

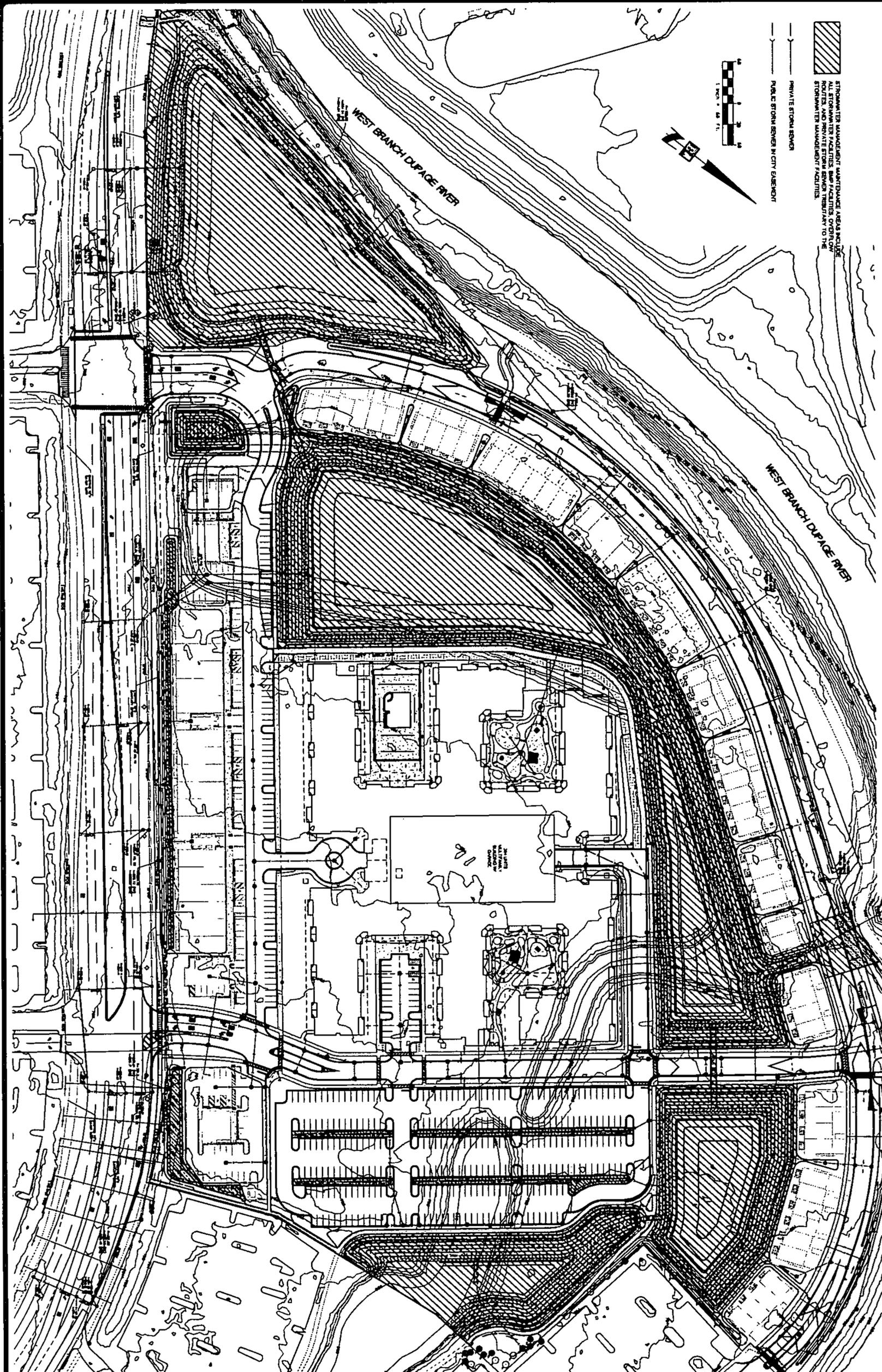
PREPARED FOR:
 CANTERA DEVELOPMENT HOLDINGS, L.L.C.
 TWO NORTHFIELD PLAZA, SUITE 320
 NORTHFIELD, IL 60063
 TEL: (847) 562-2001

REVISIONS: 08-22-18 PER CITY REVIEW COMMENTS 08-16-18 PER CITY REVIEW COMMENTS 04-27-17 PER CITY REVIEW COMMENTS	JOB NO: D60-026 FIELD BOOK: N/A FIELD BOOK: N/A DRAWN BY: MB CHECKED BY: KEF COMPLETE: 04/07/18
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Exhibit F

Storm Sewer Maintenance Area

EXHIBIT F: STORM SEWER MAINTENANCE AREA



SHEET NUMBER
1

EXHIBIT F: STORM SEWER MAINTENANCE EXHIBIT
RIVER VIEW WEST
CITY OF WARRENVILLE, ILLINOIS

CONSULTING ENGINEERS

B Bollinger, Lach & Associates, Inc.
 333 WENDE ROAD SUITE 200 (TARCA, IL 60143)
 PH: (630) 438-8488 F: (630) 438-8444 www.bollingerlach.com
 (TARCA • CHICAGO • ALDENOUGH • LAKE GENEVA • SOUTH BEND • INDIANAPOLIS)

PREPARED FOR:
 CANTERA DEVELOPMENT HOLDINGS, LLC.
 TWO NORTHFIELD PLAZA, SUITE 320
 NORTHFIELD, IL 60063
 TEL: (847) 562-2001

REVISIONS:
 08-22-18: REVISE PER CITY COMMENTS
 04-15-21: REVISE PER CITY COMMENTS
 04-27-21: REVISE PER CITY COMMENTS

JOB NO: 080-020
 FIELD BOOK: N/A
 SPRAIN BY: MK
 CHECKED BY: KER
 COMPLETED: 04/07/18

Exhibit G

Legal Description of the Outlot A

OUTLOT "A" IN FINAL PLAT OF SUBDIVISION CANTERA SUB-AREA "C," LOT 2
SUBDIVISION OF PART OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 38 NORTH,
RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY,
ILLINOIS, AND THEN RECORDED IN DUPAGE COUNTY AS DOCUMENT NUMBER
R2019-086481 ON SEPTEMBER 26, 2019.

PIN(S): 07-02-201-017