

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SADDLE BROOK CHASE PRIVATE ROADWAYS
OAK BROOK, ILLINOIS

THIS DECLARATION, made this 26th day of July, 1977, by LA SALLE NATIONAL BANK, as Trustee under Trust No. 46630, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property in the County of DuPage, State of Illinois, legally described on Exhibit A hereto and depicted and shown on the plat of Saddle Brook Chase Subdivision attached hereto as Exhibit B, (hereinafter referred to as the Property;)

WHEREAS, Declarant has deemed it desirable to impose a general plan for the improvement and development of the Property described herein with the use of Private Roadways and to adopt and establish covenants, conditions and restrictions for and upon the Property and each and every lot and portion thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness thereof; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the value, desirability and attractiveness of the Property to create a corporation to which should be delegated and assigned the power and duty of administering the use of and maintaining the Private Roadways and all improvements located on the Private Roadways, including, but not limited to the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures and other identification features for the Property; and administering and enforcing these covenants, conditions and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, SADDLE BROOK DEVELOPMENT CO. INC. (hereinafter referred to as "SADDLE BROOK") is the Developer of the Property;

WHEREAS, THE SADDLE BROOK CHASE PRIVATE ROADWAY ASSOCIATION, a non-profit corporation, (hereinafter referred to as the "Association") will be incorporated under the laws of the State of Illinois for the purpose of exercising the powers and functions aforesaid;

NOW THEREFORE, Declarant hereby covenants, agrees and declares that all of said lots and Property described above shall be held, sold and conveyed subject to the following covenants, conditions and restrictions and easements which are hereby declared to be for the benefit of the whole Property described herein and the owners thereof, their successors and assigns.

A non-exclusive easement has been heretofore and is hereby declared and granted to the owners, and their successors and assigns, of Lots 1 through 37 in Saddle Brook Chase, as described and shown on Exhibits A and B hereto, and to the tenants, guests and invitees thereof, for the purpose of vehicular and pedestrian ingress and egress over, upon and across those portions of the Property shown and identified on Exhibit B hereto and hereinafter referred to as "Private Roadways." The covenants, conditions, restrictions and easements herein contained shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each owner thereof and are imposed upon the Property and every part thereof as a servitude in favor of each and every parcel thereof as the dominant tenement or tenements.

ARTICLE I

GENERAL PURPOSES OF THIS DECLARATION

The Property is subjected to the Covenants hereby declared to insure proper use and maintenance of the Private Roadways upon the Property and all improvements located on the Private Roadways, including but not limited to the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures and other identification features for the Property; all for the benefit and convenience of all owners of Property and all residents and, in general, to provide adequately for a residential subdivision of the highest quality and character and the preservation of natural resources and environment.

ARTICLE II

MEMBERSHIP

Section 1. Membership

Every person or entity who is a record owner of a fee or undivided fee interest in, or is the lessee of, any lot which is subject by covenants of record or by lease to assessment by the Association, shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all owners of all lots and all members in the Association, are not exclusive, as the member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner or lessee shall have more than one membership per lot. Membership shall be appurtenant to and may not be separated from the fee ownership or lease of any lot which is subject to assessment by the Association. Ownership or lease of such lot shall be the sole qualification for membership. In the event a lot is leased, except as otherwise provided in the lease, the voting rights hereinafter set out shall be exercised by the owner.

Section 2. Transfer

The membership held by any owner or lessee of a lot shall not be transferred, pledged or alienated in any way except upon the sale or encumbrance of such lot or lease, and then only to the purchaser or deed of trust holder of such lot or lease. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the owner of any lot or lease should fail or refuse to transfer the membership registered in his name to the purchaser of such lot or lease, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights

The Association shall have two (2) classes of voting membership: Class A. Class A members shall be all those owners as defined in Section one above with the exception of the Declarant. Class A members shall be entitled to one (1) vote for each lot in which they hold the interest required for membership by Section one. When more than one person holds such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant and the successors and assigns of the Declarant, or if it elects to so act, the Class B member shall be SADDLE BROOK, as agent for the Declarant or any successor or assign of the Declarant. The Class B member shall be entitled to three (3) votes for each lot in which it holds the interest required for membership by Section one; provided that the Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A Membership equal the total votes outstanding in the Class B Membership, or
- (b) The end of five (5) years from the date of recording the Plat of Subdivision for Saddle Brook Chase in the Recorder's Office of DuPage County, Illinois.

All voting rights shall be subject to the restrictions and limitations provided herein and in the Articles and By-Laws of the Association.

ARTICLE III

RIGHTS IN THE PRIVATE ROADWAYS

Section 1. Member's Easements

Every member shall have a right of enjoyment and an Easement in and to the Private Roadways as hereinbefore provided, and such right shall be appurtenant to and shall pass with the title to every assessed lot, subject to the right of the Association to establish uniform rules and regulations pertaining to the use of the Private Roadways.

Section 2. Delegation of Use

Any member may delegate, in accordance with the By-Laws, his right of enjoyment to the Private Roadways to the members of his family, his tenants or contract purchasers who reside on the property, and to the guests and invitees thereof.

Section 3. Waiver of Use

No member may exempt himself from personal liability for assessments duly levied by the Association, nor release the lot owned by him from the liens and charges hereof by abandonment of his lot.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

The Declarant, for each lot owned by it within SADDLE BROOK CHASE SUBDIVISION hereby covenants and agrees to pay, and each owner of any lot in the Property, by acceptance of a deed or lease therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments or charges, and (2) special assessments for capital improvements, all such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the members of the Association and, in particular for the improvement and maintenance of the Private Roadways, including but not limited to the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures and other identification features for the Property. Assessments collected and held for purposes other than for meeting current operating expenses shall be deposited in an interest bearing account in the name of the Association until required.

Section 3. Regular Assessments

The amount and time of payment of regular assessments shall be determined by the Board of Directors of the Association, (hereinafter referred to as the "Board") pursuant to the Articles of Incorporation and By-Laws of the Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every owner, and the due date for the payment of same shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements

In addition to the regular assessments, the Association may levy in any calendar year, one or more special assessments applicable to that year, only for the purpose of defraying, in whole or part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Private Roadways (including, but not limited to the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures, and other identification features for the Property), including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment

Both regular and special assessments shall be fixed at a uniform rate for all lots and shall be due and payable as and when determined by the Board of Directors of the Association.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof

The regular assessments provided for herein shall commence as to all lots including those lots owned by Declarant, on the first day of the month following the conveyance to an individual owner.

Section 7. Certificate of Payment

The Association shall, upon demand, furnish to any owner liable for said assessments, a certificate in writing signed by an officer of the Association, setting forth whether the regular and special assessments on a specified lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE V

NON-PAYMENT OF ASSESSMENTS

Section 1. Delinquency

Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed TEN DOLLARS (\$10.00) per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum, and the Association may, at its option, bring an action at law against the owner personally obligated to pay the same, or, upon compliance with the notice provisions set forth in Section two hereof, to foreclose the lien (provided for

in Section one of Article IV hereof) against the lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with the costs of action. Each owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such owner or other owners for the collection of such delinquent assessments.

Section 2. Notice of Lien

No action shall be brought to foreclose said assessment lien or to proceed under the power of sale herein until thirty (30) days after the date of notice of claim of lien is deposited in the United States Mail, certified or registered, postage prepaid, to the owner of said lot, and a copy thereof is recorded by the Association in the office of the Recorder of Deeds of DuPage County; said notice of claim must recite a good and sufficient legal description of any such lot, the record owner or reputed owner thereof, the amount claimed (which shall include interest on the unpaid assessment at the rate of 8% per annum, plus reasonable attorney's fees, accrued late fees and expenses of collection in connection with the debt secured by said lien), and the name and address of the claimant.

Section 3. Foreclosure Sale

Any such sale provided for above is to be conducted in accordance with the provisions of the laws of the State of Illinois applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted or provided by law. The Association, through its duly authorized agents, shall have the power to bid on the lot at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 4. Curing of Default

Upon the timely curing of any default for which a notice of claim of lien was filed by the Association, the officers of the Association are hereby authorized to file or record, as the case may be, an appropriate release of such notice, upon payment by the defaulting owner of a fee, to be determined by the Association, but not to exceed TWENTY FIVE DOLLARS (\$25.00), to cover the costs of preparing and filing or recording such release, together with the payment of such other costs, interest or fees as shall have been incurred.

Section 5. Cumulative Remedies

The assessment lien and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

Section 6. Subordination of Assessment Liens

If any lot subject to a monetary lien created by any provision hereof shall be subject to the lien of a mortgage or deed of trust (hereinafter collectively referred to as a "deed of trust"):

(1) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such deed of trust; and (2) the foreclosure of the lien of deed of trust or the acceptance of a deed in lieu of foreclosure of the

deed of trust shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the deed in trust, with the foreclosure-purchaser or deed-in-lieu-grantee taking title free of the lien hereof for all said charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE VI

DUTIES AND POWERS OF THE ASSOCIATION AND THE VILLAGE

Section 1. Duties and Powers of the Association

In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall:

- (a) Maintain and otherwise manage all of the Private Roadways (including, but not limited to the roadway pavement, appurtenant drainage lines and drainage ditches, grass, landscaped areas, entrance monuments, structures and other identification features for the Property) and all other facilities and improvements thereon.
- (b) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in furthering the purposes of protecting the interests of the Association and its members.
- (c) Have the authority to employ a manager or other persons and to contract with the Saddle Brook Community Association or independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the members of the Association after said appointment.
- (d) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board of Directors of the Association.
- (e) Have a duty to maintain all private streets and adjacent street-scapes within the Property in conformance with the requirements prescribed public streets and streetscapes by the Village of Oak Brook, Illinois, (hereinafter referred to as the "Village").

Section 2. Easement in Private Roadways

The VILLAGE is hereby granted an easement for itself, its agents and employees on and over the private Roadways within the Property for the purpose of enforcing the provisions of the Illinois Vehicle Code and for purposes of providing police and fire protection and other public services within and upon the Property. Notwithstanding the foregoing, the VILLAGE shall not be required or obligated to provide, patrol or enforce any provisions of the Illinois Vehicle Code of said Roadways.

Section 3. Failure to Maintain Private Streets and Adjacent Streetscapes

If the Board of Trustees of the VILLAGE determines after a public hearing on ten (10) days prior notice to the Association, that the Association has failed or ceased to maintain the private streets and the landscaping on the adjacent streetscapes, the Association agrees that the VILLAGE shall, at the VILLAGE'S option, assume the maintenance thereof and shall bill the Association directly for the costs of such maintenance which the Association agrees to pay promptly upon receipt of such billing. To the extent that the cost of such services exceeds the income of the Association, such excess shall constitute an automatic increase in the regular assessment as defined in "Article IV Covenant for Maintenance Assessments, Section 3. Regular Assessments.", and shall be due and payable within thirty (30) days after notice thereof to the owner. The Association agrees that in the event it shall be more than sixty (60) days in arrears in the payment of the maintenance costs billed to it by the VILLAGE, it will assign any and all lien rights which it may have for payment of the regular assessments to the VILLAGE if the VILLAGE so elects. The failure of the VILLAGE to elect such an assignment shall in no way preclude any rights and remedies that the VILLAGE may have against the Association or its members, including the obtaining of an assignment of such lien rights at a later date.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement

The Association, or any owner or the successor in interest of an owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The VILLAGE is hereby made a third party beneficiary to these conditions, covenants and restrictions and its agents and employees shall have the unrestricted right and authority to enforce the provisions of Section 1, Subparagraph (e), Section 2 and Section 3 of Article VI, Duties and Powers of the Association and the Village, in law or in equity and to refuse to issue any permits which would result in a violation of said sections. Notwithstanding the foregoing, the VILLAGE shall be under no obligation to enforce the provisions of said Sections. Its failure to enforce said sections shall in no event be deemed a waiver of the VILLAGE'S right to do so at a later time.

In the event there is at any time a conflict between any provision of this declaration and any provision of any then effective ordinance, rule or regulation of the VILLAGE, the ordinance, rule or regulation of the VILLAGE then in effect shall prevail, but only to the extent it is more restrictive than this declaration.

Wherever any officer or employee of the VILLAGE is required or authorized by any state law, this declaration, any ordinance or resolution, or rules and regulations or orders issued thereunder, to enter any premises or vehicle for the purpose of making an inspection thereof or of anything therein contained or for the purpose of carrying out his duties, such officer or employee shall have the right to enter any such premises or vehicle at any reasonable time in pursuance of such duties; provided, that such entry and inspection shall be made in a lawful manner.

Section 2. Severability

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

Section 3. Term

The covenants, conditions and restrictions of this Declaration shall run with and bind the lots, and shall inure to the benefit of and be enforceable by the Association or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless within one year prior to the end of said thirty-year term or within one year prior to the end of any successive ten-year period, an instrument agreeing to terminate this Declaration is signed by a majority of the then owners of lots in the Property and recorded in the Recorder's Office of DuPage County, Illinois.

Section 4. Construction

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretations or construction.

Section 5. Amendment

Except as provided for terminating this Declaration pursuant to Section 3 of this Article VII, this Declaration of Covenants, Conditions and Restrictions may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the outstanding membership entitled to vote and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of said membership; provided however, that Article V, Section 6, and Article VII, Section 6 shall not be amended without the consent of the lien holder under any first deed of trust. Any modification or amendments to this Declaration of Covenants, Conditions and Restrictions which would affect the procedure for the maintenance of any improvements to the Private Roadways, or affect or modify the requirements or provisions of Section 1 (e), Section 2 and Section 3 of "Article VI, Duties

and Powers of the Association and the Village," shall also be approved by the Board of Trustees and the VILLAGE, and such approval shall be recorded prior to effective date of modification or amendment. Any amendment or modification must be properly recorded.

Section 6. Mortgage Protection Clause

No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien provisions herein, shall defeat or render invalid the lien of any deed of trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any owner whose title is derived through foreclosure or trustee's sale, or otherwise.

Section 7. Singular Includes Plural

Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance

The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other land owner in the tracts. Such remedy shall be deemed cumulative and not exclusive.

Section 9. Attorney's Fees

In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorney's fees and costs of such suit.

Section 10. Election and Removal of Directors

The owners shall vote for the election or removal of the Board of Directors of the Association. Each owner entitled to vote in any election for a Director may cumulate his votes and give one candidate a number of votes equal to the number of Directors to be elected, or distribute his votes on the same principle among as many candidates as he sees fit. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected. All voting at elections shall be by secret ballot.

The entire Board of Directors of the Association or any individual Director may be removed by a vote of the owners holding a majority of the outstanding memberships entitled to vote at an election of Directors. However, unless the entire Board is removed, an individual Director shall not be removed unless the affirmative votes for his removal exceed or are at least equal the minimum number of votes required to elect a Director under cumulative voting procedures. If any Director is removed in the manner authorized above, a new Director may be elected at the same meeting.

ARTICLE VIII

ANNEXATION OF ADDITIONAL PROPERTY

The real property described in Exhibit "C" attached hereto may become subject to this Declaration by the method set forth hereinafter in this Article as follows:

Section 1. Annexation Without Approval and Pursuant to General Plan

All or any part of the real property described in Exhibit "C" attached hereto may be annexed to and become subject to this Declaration and subject to the jurisdiction and a part of the Association without the approval, assent or vote of the Association or its members, provided that:

- (a) Any annexation pursuant to this section shall be made prior to the expiration of ten (10) years from the date of recording of this Declaration;
- (b) The development of the additional property described in Exhibit "C" attached hereto shall be in accordance with a general plan of development submitted to and approved by the VILLAGE Board of the VILLAGE and by Declarant; and
- (c) A Supplementary Declaration of Covenants, Conditions and Restrictions, as described hereinafter in Section 2 of this Article, covering said real property described in Exhibit "C" attached hereto, shall be executed and recorded by Declarant or the owner of said real property if other than the Declarant, or by its respective successors and assigns. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of the said real property subject to this Declaration and subject to the functions, powers and jurisdiction of the Association, and thereafter all of the owners or lessees of lots in said real property shall automatically be members of the Association.

Section 2. Supplementary Declarations

The additions authorized under the foregoing Sections shall be made by recording in the Recorder's Office of DuPage County, Illinois, a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional property which shall extend the plan of the Declaration to such property.

Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of this Declaration. In no event, however, shall any Supplementary Declaration, merger or consolidation revoke, modify or add to the covenants established by this Declaration within the existing property, except as herein otherwise provided.

The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdictions of the Association.

Section 3. Mergers or Consolidations

Upon a merger or consolidation of the Association with another Association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants, conditions and restrictions established by this Declaration within the existing property, together with the covenants and restrictions established upon any other property, as one plan.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first hereinabove written.

SEE RIDER ATT

LaSALLE NATIONAL BANK, not personally, but as Trustee under Trust Agreement dated August 6, 1973, and known as Trust No. 46630

(SEAL)
LaSALLE NATIONAL BANK
ATTEST
JUL 26 1977
Its [Signature]
ASSISTANT SECRETARY

By: [Signature]
Its ASST VICE PRESIDENT

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT
DATED July 26, 1977 UNDER TRUST NO. 46630

This instrument is executed by LaSALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

HERE TO AND MADE A PART HEREOF

R77 - 76838

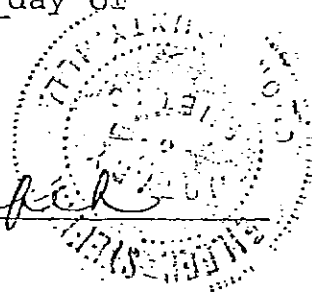
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that James A. Clark of LaSALLE NATIONAL BANK and T. Hirsh of said association who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASS'T VICE PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that he, as custodian of the corporate seal of said association, did affix the corporate seal of said association to said instrument as his own free and voluntary act and as the free and voluntary act of said association, as Trustee as aforesaid, for the uses and purposes therein set forth.

R77 - 76838

GIVEN under my hand and Notarial Seal this 27th day of July, 1977.

Eileen Stepp
Notary Public



My Commission Expires: January 13, 1980

EXHIBIT A

LEGAL DESCRIPTION OF REAL PROPERTY OWNED BY LA SALLE NATIONAL BANK TRUST NUMBER 46630

PARCEL NO. 1: THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER (EXCEPT THE EAST 988.96 FEET, MEASURED ON THE SOUTH LINE AND THE WEST LINE BEING PARALLEL WITH THE EAST LINE, AS SET FORTH IN YOUNG'S PLAT OF SURVEY, RECORDED AS DOCUMENT 701215) OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

ALSO

PARCEL NO. 2: THE WEST 494.48 FEET OF THE EAST 988.96 FEET (MEASURED ON THE SOUTH LINE) OF THE SOUTH 441.74 FEET (MEASURED ON THE WEST LINE) OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

ALSO

PARCEL NO. 3: THE EAST 494.51 FEET OF THE NORTH 440.58 FEET OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

ALSO

PARCEL NO. 4: THE EAST 494.51 FEET OF THE SOUTH 440.58 FEET OF THE NORTH 881.16 FEET OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

ALSO

PARCEL NO. 5: THE SOUTH 440.59 FEET (MEASURED ON THE WEST LINE) OF THE EAST 494.48 FEET (MEASURED ON THE SOUTH LINE) OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

ALSO DESCRIBED AS:

THAT PART OF THE NORTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 33; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, BEING ALSO THE CENTER LINE OF 35TH

STREET, A DISTANCE OF 1326.37 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE NORTHERLY ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER BEING ALSO THE CENTERLINE OF MEYERS ROAD, A DISTANCE OF 1325.17 FEET TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33; THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 335.01 FEET TO AN IRON PIPE AT THE NORTHWEST CORNER OF YOUNG'S PLAT OF SURVEY RECORDED AS DOCUMENT NO. 701215; THENCE SOUTHERLY 88°28' TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG THE WEST LINE OF SAID YOUNG'S PLAT OF SURVEY, A DISTANCE OF 881.16 FEET; THENCE EASTERLY 88°28' TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, ALONG A LINE PARALLEL WITH SAID NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, A DISTANCE OF 494.51 FEET; THENCE NORTHERLY 91°32' TO THE LEFT OF THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 881.16 FEET TO A POINT ON SAID NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33; THENCE EASTERLY ALONG SAID NORTH LINE, A DISTANCE OF 495.58 FEET MEASURED (494.51 FEET REC.) TO THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 1320.6 FEET TO THE PLACE OF BEGINNING.

R77 - 76838

EXHIBIT C

TO

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SADDLE BROOK CHASE PRIVATE ROADWAYS
OAK BROOK, ILLINOIS

THAT PART OF THE NORTH HALF OF SECTION 33, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DU PAGE COUNTY, ILLINOIS DESCRIBED AS FOLLOWS: COMMENCING AT THE CENTER OF SAID SECTION 33; THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33, BEING ALSO THE CENTER LINE OF 35TH STREET, A DISTANCE OF 496.24 FEET TO THE INTERSECTION OF THE CENTER LINES OF 35TH STREET AND ROSLYN ROAD, THENCE NORTHERLY TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED ALONG THE CENTER LINE OF SAID ROSLYN ROAD A DISTANCE OF 441.18 FEET TO A PLACE OF BEGINNING, THENCE WESTERLY ALONG THE SOUTH LINE OF THE NORTH 881.16 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33 A DISTANCE OF 494.51 FEET, THENCE NORTHERLY ALONG THE WEST LINE OF YOUNG'S PLAT OF SURVEY RECORDED AS DOCUMENT NO. 701215 A DISTANCE OF 881.16 FEET, THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, A DISTANCE OF 494.51 FEET, THENCE SOUTHERLY TO THE RIGHT OF THE LAST DESCRIBED COURSE EXTENDED ALONG THE CENTER LINE OF SAID ROSLYN ROAD A DISTANCE OF 881.16 FEET TO THE PLACE OF BEGINNING.

RECORDED
DU PAGE COUNTY

R77- 76838

1977 AUG 30 PM 3:30

George W. Russell