

2

R 93-130374
June 22 1993

Above space for Recorder's use

THIS INSTRUMENT PREPARED BY:)	John T. Huntington
)	Keck, Mahin & Cate
)	Suite 1000
MAIL THIS INSTRUMENT TO:)	One Mid America Plaza
)	Oakbrook Terrace, IL 60181

AMENDED AND COMPLETELY RESTATED

DECLARATION OF

EASEMENTS, RESTRICTIONS AND COVENANTS

FOR THE

COVINGTON COURT COMMUNITY ASSOCIATION

(SUCCESSOR IN INTEREST TO

WHITEHALL PARK COMMUNITY ASSOCIATION)

June 1, 1993

AMENDED AND COMPLETELY RESTATED
DECLARATION OF EASEMENTS, RESTRICTIONS AND COVENANTS
FOR COVINGTON COURT COMMUNITY ASSOCIATION

This Declaration dated this 1st day of June, 1993, is made and entered into by the MIDWEST BANK AND TRUST COMPANY, a banking corporation duly authorized to accept and execute trusts within the State of Illinois, having an address at 1606 N. Harlem Avenue, Elmwood Park, Illinois 60635, not personally, but solely as Trustee under Trust Agreement dated February 22, 1993 and known as Trust No. 93-6451 (hereinafter referred to as "Declarant");

RECITALS

A. Certain real estate (the "Premises") located in the Village of Oak Brook, DuPage County, Illinois, the legal description of which is set forth in Exhibit A attached to and made a part of this Declaration is subject to covenants, conditions and restrictions contained in that certain Declaration of Easements, Restrictions and Covenants for Whitehall Park Community Association (the "Original Declaration") recorded May 30, 1984 as Document No. R84-40192, as amended by Declaration (the "Amended Declaration") recorded January 2, 1986 as Document No. R86-00578.

B. The Original Declaration and the Amended Declaration may, by their terms, be amended under certain circumstances by a written instrument executed and acknowledged on behalf of the owners of not less than three-fourths (3/4) of the parcels comprising the Premises.

C. The Declarant is the successor in interest to the declarant named in the Original Declaration and the Amended Declaration and is the owner and legal title holder of the real estate (the "Declarant's Real Estate") located in the Village of Oak Brook, DuPage County, Illinois, the legal description of which is set forth in Exhibit B attached to and made a part of this Declaration.

D. Declarant's Real Estate comprises in excess of three-fourths (3/4) of the parcels comprising the Premises.

E. The Premises is subject to certain covenants, restrictions, conditions and easements of record, including without limitation those certain bicycle path, storm drain, water, gas, and sewer line easements set forth in Exhibit C attached hereto and made a part hereof.

F. Declarant intends to resubdivide a portion of the Premises (which portion is hereinafter referred to as the "Resubdivision Area", the legal description of which is attached hereto as Exhibit D and made a part hereof) into not more than twenty (20) Lots, as such term is hereinafter defined.

G. Declarant, its successors and/or assigns may, from time to time, construct one residential building and accessory buildings or improvements on each of the Lots comprising Declarant's Real Estate; Declarant is not under any obligation to construct such additional buildings and improvements but may do so at its election.

H. Declarant intends to construct or cause to be constructed on portions of the Premises certain improvements and community facilities such as roads, drainage facilities, utility facilities and security facilities, which are intended to be for the benefit of the entire Premises.

I. In order to provide for the necessary ownership, administration, maintenance and common enjoyment of the Community Area, and to implement the development, preservation and enhancement of all buildings and other improvements which may from time to time exist on the Premises, Declarant wishes to amend and completely restate the Original Declaration and the Amended Declaration and agrees to (i) cause to be formed the Covington Court Community Association (the "Community Association") under the Illinois General Not-for-Profit Corporation Act, which subject to the terms and conditions as set forth in this Declaration, shall have the responsibility for administering and maintaining the Community Area and other areas within the Premises in accordance with the provisions hereof; and (ii) subject the Premises to the provisions of this Declaration;

NOW, THEREFORE, Declarant hereby declares that the Premises described in Exhibit A attached hereto is and hereafter shall be transferred, held, sold, conveyed and accepted subject to this Declaration.

Declarant does hereby further declare that the following rights, easements, covenants, restrictions, conditions, burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter among all parties having or acquiring any right, title or interest in any portion of the Premises; (2) be binding upon and inure to the benefit of each Owner (as further defined in Paragraph 1.11); and (3) run with the land subject to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE I - DEFINITIONS

For purposes of brevity and clarity, the following words and terms, when used in this Declaration, or in any Supplemental Declaration, shall have the following meanings unless otherwise required by the context:

1.01 Board. The Board of Directors of the Community Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article II.

1.02 Community Area. That portion of the Premises described on Exhibit E, as the same may be expanded subsequent to the date of this Declaration pursuant to Paragraph 7.04(e) below, together with all easements, rights and appurtenances belonging thereto, and all improvements thereon intended for the mutual use, benefit or enjoyment of Members.

1.03 Community Association. The Covington Court Community Association, an Illinois not-for-profit corporation, and its successors and assigns.

1.04 Declarant. Midwest Bank and Trust Company, a banking corporation duly authorized to accept and execute trusts within the State of Illinois, having an address at 1606 N. Harlem Avenue, Elmwood Park, Illinois 60635, not personally, but solely as Trustee under Trust Agreement dated February 22, 1993 and known as Trust No. 93-6451, and its successors and assigns.

1.05 Declaration. This Declaration and all amendments hereof. References to "this" Declaration or to any "other" Declaration shall mean this instrument as so amended and supplemented.

1.06 Developer. Covington Court Ltd., an Illinois corporation, and its successors and assigns.

1.07 Lot. Each of the lots known as Lots 1 to 22, inclusive, as described in Exhibit A, as any of the same may be reconfigured as the result of the resubdivision of the Resubdivision Area together with up to seventeen (17) additional lots resulting from the resubdivision of the Resubdivision Area. The term "Lot" shall not be deemed to include or mean the Community Area.

1.08 Membership. The membership in the Community Association which is appurtenant to a Member's Lot as provided in Paragraph 2.01 of this Declaration.

1.09 Member. An Owner who holds membership in the Community Association pursuant to Paragraph 2.01 of this Declaration and who is subject to assessment pursuant to Paragraph 4.01 of this Declaration.

1.10 Owner. The record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation. The term "Owner" shall include Developer to the extent of the number of Lots owned by Declarant or by any other title holding trust of which Developer shall be the sole beneficiary, and also includes the interest of Declarant (or of such other title holding trust) as contract seller of any Lot.

1.11 Premises. The real estate legally described in Exhibit A attached hereto (including all easements appurtenant thereto).

1.12 Resubdivision Area. The real estate legally described in Exhibit D attached hereto.

1.13 Village. The Village of Oak Brook, Illinois, an Illinois municipal corporation.

ARTICLE II - MEMBERSHIP AND VOTING RIGHTS
IN THE COMMUNITY ASSOCIATION: BOARD OF
DIRECTORS OF THE COMMUNITY ASSOCIATION

2.01 Membership. Every Owner of a Lot which is subject to assessment pursuant to Paragraph 4.01 of this Declaration is hereby declared to be a Member of the Community Association. Membership is appurtenant to and shall not be separated from ownership of such Owner's Lot. Each such Owner, by acceptance of a deed or other conveyance of a Lot, thereby becomes a Member, whether or not this Declaration or such membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one membership allocable to each assessable Lot (herein called a "Membership") and any Member who is the Owner of more than one such Lot shall have the number of Memberships equal to the number of such Lots. If the record ownership of a Lot shall be in more than one person, or if an Owner of a Lot is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Membership and be eligible for all the rights and privileges of a Member and be responsible for the obligations attributable thereto, shall be designated by such Owner or Owners in writing to the Community Association at the time the Lot becomes subject to assessment by the Community Association. Such designation may be changed from time to time thereafter by notice in writing to the Community Association. Ownership of a Lot shall be the sole qualification for membership in the Community Association. The Declarant shall be a Member of the Community Association only to the extent that Declarant owns Lots which are subject to assessment pursuant to Paragraph 4.01 hereof.

2.02 Voting Rights. Each Membership shall have one (1) vote.

2.03 Method of Voting. The total number of votes which may be cast on any matter requiring assent of Members of the Community Association shall be equal to the total number of Memberships at the time of any such vote. Unless this Declaration or the charter or Bylaws of the Community Association, or any law, shall specify a greater vote, all Community Association matters requiring action by Members shall be decided by a majority of the Votes cast by Members voting at a meeting at which are present Members representing a majority of the Memberships at the time of such vote. Whenever a vote is to be taken, the total number of votes which may be cast shall be equal to the total number of Memberships at the time of any such vote, and unless otherwise provided such action shall be decided by a majority of the votes cast by Members voting at a meeting at which are present Members

representing a majority of the Memberships at the time of such vote. For purposes of this paragraph 2.03, a Member may be present either in person or by proxy.

2.04 Board of Directors.

(a) The Community Association shall be governed by its Board of Directors ("Board") comprised of seven (7) persons duly appointed or elected as provided herein and in the charter and Bylaws of the Community Association.

(b) A majority of that portion of the Board, if any, which is not appointed by the Developer, shall be Members or spouses of Members, or, if the Member is a trust, then said director may be the beneficiary, or the spouse of the beneficiary, of said trust. Directors appointed by the Developer, and a minority of the Board, need not be Members.

(c) Prior to the appointment of the first Board of the Community Association pursuant to Paragraph 2.05 hereof, Developer may exercise all rights, powers and privileges of the Board and may perform all of its functions, including its functions under Article IV of this Declaration.

(d) The term of office of any Director appointed by the Developer shall be at the sole discretion of the Developer, and any Director appointed by the Declarant may be removed by the Developer at any time. The term of office of any Director elected by the Members pursuant to paragraph 2.06 or 2.07 shall be for a period of two (2) years.

2.05 Appointment of Directors by Developer. Notwithstanding any other provisions of this Declaration or the charter or Bylaws of the Community Association, the first and each subsequent Board of the Community Association shall consist of, and vacancies on the Board shall be filled by, such persons as Developer shall from time to time appoint, until the first to occur of any one of the following events: (i) Developer notifies the Community Association that it has sold in excess of seventy-five per cent (75%) of the Lots (including, for such purposes, Lots comprising 75% of the "Resubdivision Area"), (ii) Declarant notifies the Community Association in writing that it has completed and sold or leased all residences to be constructed by Developer on the Premises, (iii) three (3) years shall have elapsed from the date upon which this Declaration is recorded; or (iv) Developer by written notice to the Community Association voluntarily elects to terminate its control of the Community Association. Such right of Developer to appoint Directors shall be to the exclusion of the right of the Members to do so. The Owners and Members shall not, without the prior written consent of Developer, have the right to amend, modify

or change the charter or Bylaws of the Community Association to in any way diminish the authority of the Board during the period that Developer has the right to appoint any members of the Board. Developer may, from time to time, by written notice to the Community Association, voluntarily waive its right to appoint one or more Directors, and continue to exercise its right to appoint the remaining members of the Board for the period hereinabove specified. Election by Developer to waive its right to appoint any member or members of the Board or to terminate its control of the Community Association, shall not affect the right of Developer or Declarant to participate in the Community Association as a Member thereof and to cast the number of votes equal to the number of Lots owned by Developer or Declarant. All Directors who are not subject to appointment by Developer shall be elected by Members in accordance with the provisions of Paragraph 2.06 and 2.07 hereof.

2.06 First Meeting of Members to Elect Directors. Upon receipt by the President of the Community Association of appropriate evidence of the waiver of Developer's right to select some or all the Directors of the Community Association, he shall promptly convene a meeting of the Members, for the purpose of electing a new Board or to elect those Directors who no longer are to be appointed by Developer.

2.07 Election of Remaining Directors. Upon waiver of Developer's right to appoint any of or all the Directors, pursuant to Paragraph 2.05 hereof, those Directors not subject to appointment by Developer shall be elected in accordance with the provisions of this Article. Notwithstanding such election, any Director theretofore appointed by Developer who does not elect to resign may stay in office for the balance of his unexpired term and until his successor is elected and qualified.

2.08 Informal Action by Directors. Unless specifically prohibited by the charter or Bylaws of the Community Association, any action required by this Declaration to be taken by the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Directors shall have the same effect as a unanimous vote.

2.09 Informal Action by Members. Any action required by this Declaration to be taken at a meeting of the Members, or any other action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Members entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Members.

2.10 Liabilities and Indemnity. None among the Declarant, its directors, officers, shareholders, employees, the Board, Directors of the Board, Officers of the Community Association, and the agents

and employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall be liable to the Owners or any other person for any mistake in judgment or for any acts or omissions made in good faith as such members of the Board or as an Officer of the Community Association or acting as the Board. The Owners hereby agree to indemnify, hold harmless, protect and defend any and all of the Protected Parties against all liability to others arising out of contracts made by the Board, or acting as the Board, on behalf of the Owners or contrary to the provisions of this Declaration. It is intended that the liability of each Owner arising out of said indemnity, shall be limited to and borne by each such Owner in the proportion that each said Owner's Membership bears to the total number of Memberships. The Board shall assess each Owner for his share of the cost of such indemnification, and such assessment shall be collectible and enforceable in mode and manner as set forth in Article IV hereof. To the extent possible, the obligation of the Owners for indemnification hereunder shall be insured by means of appropriate contractual endorsements to the commercial general liability insurance policies held from time to time by the Community Association.

2.11 Governing Law. Except as otherwise provided in this Declaration, the Community Association, its Board, Officers and Members shall be governed by the Illinois General Not-for-Profit Corporation Act.

ARTICLE III - EASEMENTS AND PROPERTY RIGHTS

3.01 Easements to Run with Land. All easements described herein are easements appurtenant, running with the land, and, so long as the Premises are subject to the provisions of this Declaration, shall remain in full force and effect, and shall inure to the benefit of and be binding upon Declarant, its successors and assigns, Developer and any Owner, purchaser, mortgagee and any other person having any interest in the Premises, or any part or portion thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article III, or described in any other part of this Declaration, shall not be necessary to, and any such deed of conveyance, mortgage, trust deed or other evidence of obligation shall automatically, create and reserve such easements and rights to the respective grantees and mortgagees as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents. In consideration of the executed Consent of Mortgagee attached hereto, Declarant hereby grants to MIDWEST BANK OF HINSDALE, and the COLE TAYLOR BANK/YORKTOWN (formerly known as the Bank of Yorktown), as Mortgagees of the Premises, all the easements described in this Declaration.

3.02 Easement for Access.

(a) Every Owner of a Lot is hereby granted and reserved a perpetual nonexclusive easement for the purpose of reasonable ingress and egress over and across the Community Area. The use by each Owner and by his invitees of the Community Area shall be subject to such reasonable rules and regulations as the Board shall promulgate.

(b) The Community Association, the Declarant, the Developer, and each of them, is hereby granted and reserved perpetual nonexclusive easements to, through, over and across the Community Area and the other easement areas created and reserved in this Article III (as each may be expanded subsequent to the date of recording of this Declaration pursuant to Paragraph 7.04(e) below) for the purpose of exercising the rights, performing the functions and discharging the responsibilities, permitted or required to be performed or discharged by any of them, pursuant to any provision of this Declaration.

(c) The Village, its officers, employees and agents, and each of them, is hereby granted and reserved perpetual, non-exclusive easements to, through, over and across the Community Area and the other easement areas created and reserved in this Article III (as each may be expanded subsequent to date of this Declaration pursuant to Paragraph 7.04(e) below), for the purpose of (i) exercising their rights under this Declaration, (ii) exercising the Village's police and life safety powers, and/or (iii) carrying out any other governmental function.

(d) The Community Association shall be responsible for performing, at its expense, all repair and maintenance of the private streets within the Community Area. If the Village of Oak Brook determines that the Community Association has not satisfactorily performed such maintenance and repair, after written notice by said Village to the Community Association to do so, then the Village shall have the right, but not the obligation, to enter upon the Premises and to perform or cause to be performed such repair and maintenance as the Village, in its sole discretion, deems reasonably necessary, and the costs and expenses of all actions taken by the Village in performing such repairs and maintenance shall be paid by the Community Association. Notwithstanding anything to the contrary contained herein, the Village shall have no responsibility, duty or obligation to act or to cause to be performed any action under this sub-paragraph, and any determination to act or not to act under this sub-paragraph shall be in the sole discretion of the Village.

3.03 Temporary Easements for Access.

(a) Every Owner of a Lot is hereby granted and reserved a temporary nonexclusive easement for the purpose of reasonable ingress and egress over and across that portion of the Resubdivision Area described on Exhibit F attached hereto (the "Temporary Access Area"). The use by each Owner and by his invitees of the portions of the Resubdivision Area so prescribed shall be subject to such reasonable rules and regulations as the Board shall promulgate.

(b) The Community Association, the Declarant, the Developer, and each of them, is hereby granted and reserved perpetual nonexclusive easements to, through, over and across the Community Area and the other easement areas created and reserved in this Article III (as each may be expanded subsequent to the date of recording of this Declaration pursuant to Paragraph 7.04(e) below) for the purpose of exercising the rights, performing the functions and discharging the responsibilities permitted or required to be performed or discharged by any of them, pursuant to any provision of this Declaration.

(c) The Village, its officers, employees and agents, and each of them, is hereby granted and reserved perpetual, non-exclusive easements to, through, over and across the Community Area and the other easement areas created and reserved in this Article III (as each may be expanded subsequent to date of this Declaration pursuant to Paragraph 7.04(e) below), for the purpose of (i) exercising their rights under this Declaration, (ii) exercising the Village's police and life safety powers, and/or (iii) carrying out any other governmental function.

(d) The Community Association shall be responsible for performing, at its expense, all repair and maintenance of the private streets within the Temporary Access Area. If the Village of Oak Brook determines that the Community Association has not satisfactorily performed such maintenance and repair, after written notice by said Village to the Community Association to do so, then the Village shall have the right to enter upon the Premises and to perform or cause to be performed such repair and maintenance as the Village, in its sole discretion, deems reasonably necessary, and the costs and expenses of all actions taken by the Village in performing such repairs and maintenance shall be paid by the Community Association. Notwithstanding anything to the contrary contained herein, the Village shall have no responsibility, duty or obligation to act or to cause to

be performed any action under this sub-paragraph, and any determination to act or not to act under this sub-paragraph shall be in the sole discretion of the Village.

(e) Upon recording of a plat of resubdivision of the Resubdivision Area providing for the vacation of the temporary access easement described in this Section 3.03 and further providing for suitable alternative easement(s) for access, the temporary easement for access herein described shall automatically terminate.

3.04 Right of Enjoyment. Every Member shall have the right and easement of enjoyment in and to the Community Area. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights:

(a) The right of the Community Association to pass reasonable rules and regulations;

(b) The right of the Community Association to establish reasonable security procedures and measures with respect to entry into the Community Area;

(c) The right of the Community Association to levy assessments as provided in this Declaration;

(d) The rights of the Community Association, the Developer and the Declarant reserved under this Declaration;

(e) The right of the Community Association to change, improve or modify the Community Area and to mortgage or otherwise encumber the same, or any portion thereof, to secure any indebtedness or obligation of the Community Association, whether or not the proceeds of such mortgage or encumbrance shall be used for the improvement of the Community Area;

(f) The right of the Declarant, Developer and Community Association to dedicate, convey or transfer all or any part of the Community Area to the Village of Oak Brook, Illinois, or to any public agency, authority or utility for such purposes and subject to such conditions as may be approved by the Board and accepted by the applicable public agency in such agency's sole discretion.

(g) The right of the Community Association to require that all parking of vehicles be on only one side of a street, and the right to designate which side of each street and to change such designation from time to time.

3.05 Delegation of Use. Any Owner of a Lot may delegate, in accordance with and subject to rules and regulations adopted by

the Community Association, his rights of access to and enjoyment of the Community Area to persons in his family, his tenants, or contract purchasers who reside on his Lot.

3.06 Easements for Utilities.

(a) As set forth in Exhibit C to this Declaration, certain easements have previously been granted to suppliers of "Utilities" (as defined in Paragraph 7.04 of this Declaration) serving the Premises, including without limitation Commonwealth Edison Company, Illinois Bell Telephone Company, Northern Illinois Gas Company, Hinsdale Sanitary District, and the Village of Oak Brook, Illinois, giving such suppliers of Utilities the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, pipes and wires and other equipment into, over, under, along and on certain portions of the Premises as described in such separate easement grants, for the purpose of providing the Premises with such Utilities, together with the reasonable right of ingress to and egress from the same for said purpose.

(b) In addition, public utility easements are hereby reserved for and granted to the Village of Oak Brook and to those public utility companies operating under franchise from the Village of Oak Brook including but not limited to Illinois Bell Telephone Company, Northern Illinois Gas Company, Commonwealth Edison Company, Hinsdale Sanitary District and their successors and assigns for the perpetual right, privilege and authority to construct, reconstruct, repair, inspect, maintain and operate various utility, transmission and distribution systems including storm and/or sanitary sewers together with any and all necessary manholes, catch basins, connections, appliances and other structures and appurtenances as may be deemed necessary by said Village, over, upon, along, under and through the Community Area (as the same may be expanded from time to time hereafter), together with right of access across the property, for necessary men and equipment to do any of the above work and the right is also granted to cut down, trim, or remove any trees, shrubs and other plants on the Community Area that interfere with the operation of the sewers or other utilities. No permanent buildings shall be placed on said easements, but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with the aforesaid uses or rights. Whenever the Village or affected utility company determine that any trees, shrubs, other vegetation or objects (hereinafter collectively known as "Obstruction") on said easements interfere with the aforesaid uses or rights, the Village or utility company has the right, but

not the obligation, to remove the obstruction at the owner's expense. The Village or affected utility company shall apply grass seed where the obstruction has been removed, but is not required to replace or repair an obstruction. Location of utility installations within the Community Area shall be subject to the approval of the Village of Oak Brook as to design and location. All installations are subject to the ordinances of the Village of Oak Brook.

(c) The Board may hereafter, and is hereby given the power and authority to, grant other or additional easements over, under, along and on any portion of the Community Area, for suppliers of Utilities either (1) for the benefit of the Premises, or portions thereof, or (2) for the benefit of other real property not located within the Premises (regardless of whether such other real property is contiguous to or separate from the Premises).

3.07 No Dedication to Public Use. Except as otherwise expressly provided in this Declaration, including without limitation paragraph 6.01(g) hereof, nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Premises to or for any public use or purpose whatsoever.

3.08 Easements for Storm Water Facilities. There is hereby created and reserved to the Community Association, Declarant, Developer and each of them, over, under, upon and across those portions of Lots 10, 12 and 13 and Lots 16, 17, 18, 19, 20, 21 and 22 legally described on Exhibit G attached hereto and such additional areas as may be identified, created and reserved subsequent to the date of this Declaration pursuant to Paragraph 7.04(e) below (the "Storm Water Drainage and Detention Easement Areas"), a perpetual non-exclusive easement for the purpose of constructing and maintaining storm water swales, conduits, pipes, detention/retention ponds, basins, recirculation pumps and systems and other facilities for storm water drainage and detention together with the rights of reasonable access thereto. The ownership of any Lot burdened by any portion of the Storm Water Drainage and Detention Easement Areas shall at all times be subject to the easement created herein and to the following:

(a) No use shall be made or permitted with respect to any portion of the Storm Water Drainage and Detention Easement Areas which in any manner obstructs, hinders, or lessens either (i) the storage capacity of the detention ponds or basins, or (ii) the flow of storm water into, out of, or through, any of the detention/retention ponds, basins, swales, conduits, pipes and other facilities. A determination by either the Community Association, Declarant, Developer or the Village of Oak Brook that such an obstruction, hindrance

or lessening has occurred shall be conclusive and binding upon any Owner. Upon any such determination, the Owner of the Lot on which such an obstruction, hindrance or lessening has occurred shall be responsible to, and shall immediately, remove, cure and correct such condition, so as to restore the normal flow and capacity.

(b) The Community Association shall be responsible for performing all repair and maintenance of such storm water swales, conduits, pipes, detention/retention ponds, basins, pumps and other facilities for storm water drainage and/or detention, and shall at all times have such rights of entry and access to such portions of the Premises as are necessary to conduct such repair and maintenance. If the Community Association, Declarant or Developer determines that an obstruction, hindrance or lessening of flow or capacity has occurred as set forth above and that the appropriate Owner has not forthwith removed, cured or corrected such condition after written notice to do so, then the Community Association, Declarant or Developer shall have the right to enter the Lot or Lots where such an obstruction, hindrance or lessening has occurred and to take such actions as its sole discretion deems reasonably necessary to remove, cure and correct the condition and restore the normal flow, capacity and/or configuration. If the Community Association determines that such problem has been caused by the action or inaction of an Owner in violation of the terms of this paragraph 3.08, then the costs and expenses of all actions taken by the Community Association, Declarant or Developer in correcting such problem shall be assessed to and paid by said Owner.

(c) If the Village of Oak Brook determines that neither the appropriate Owner nor the Community Association, Declarant or Developer has satisfactorily repaired, or maintained, or acted to remove, correct or cure any condition as set forth in sub-paragraphs (a) and (b) above after written notice by said Village to the Community Association to do so, then the Village shall have all of the rights, but not the obligations, granted to the Community Association, Declarant or Developer in sub-paragraph (b) above to enter upon the Premises and take such corrective actions as are necessary to restore the normal flow, capacity and/or configuration. The costs and expenses of all actions taken by the Village in correcting such problem shall be paid by the Community Association. Notwithstanding anything to the contrary contained herein, the Village shall have no responsibility, duty or obligation to act or to cause to be performed any action under this sub-paragraph, and any determination to act or not to act under this sub-paragraph shall be in the sole discretion of the Village.

3.09 Easements for Storm Water Conveyance and Maintenance.

There is hereby created and reserved to the Community Association, Declarant, Developer and each of them, over, under, upon and across those portions of Lots 5, 6, 7, 8 and 9 legally described on Exhibit H attached hereto, and such additional areas as may be identified, created and reserved subsequent to the date of this Declaration pursuant to Paragraph 7.04(e) below (the "Storm Water Conveyance and Maintenance Easement Areas"), a perpetual non-exclusive easement for the purpose of constructing and maintaining storm water swales, conduits, pipes, detention/retention ponds, basins, recirculation pumps and systems and other facilities for storm water conveyance and maintenance, together with the rights of reasonable access thereto. The ownership of any Lot burdened by any portion of the Storm Water Conveyance and Maintenance Easement Areas shall at all times be subject to the easement created herein and to the following:

(a) No use shall be made or permitted with respect to any portion of the Storm Water Conveyance and Maintenance Easement Areas which in any manner obstructs, hinders, or lessens the flow of storm water into, out of, or through, any of the ponds, basins, swales, conduits, pipes and other facilities located within the Storm Water Conveyance and Maintenance Area. A determination by either the Community Association, Declarant, Developer or the Village of Oak Brook that such an obstruction, hindrance or lessening has occurred shall be conclusive and binding upon any Owner. Upon any such determination, the Owner of the Lot on which such an obstruction, hindrance or lessening has occurred shall be responsible to, and shall immediately, remove, cure and correct such condition, so as to restore the normal flow.

(b) The Community Association shall be responsible for performing all repair and maintenance of such storm water swales, conduits, pipes, ponds, basins, pumps and other facilities for storm water conveyance and maintenance, and shall at all times have such rights of entry and access to such portions of the Premises as are necessary to conduct such repair and maintenance. If the Community Association, Declarant or Developer determines that an obstruction, hindrance or lessening of flow has occurred as set forth above and that the appropriate Owner has not forthwith removed, cured or corrected such condition after written notice to do so, then the Community Association, Declarant or Developer shall have the right to enter the Lot or Lots where such an obstruction, hindrance or lessening has occurred and to take such actions as its sole discretion deems reasonably necessary to remove, cure and correct the condition and restore the normal flow, capacity and/or configuration. If the Community Association determines that such problem has

been caused by the action or inaction of an Owner in violation of the terms of this Paragraph 3.09, then the costs and expenses of all actions taken by the Community Association, Declarant or Developer in correcting such problem shall be assessed to and paid by said Owner.

(c) If the Village of Oak Brook determines that neither the appropriate Owner nor the Community Association, Declarant or Developer has satisfactorily repaired, or maintained, or acted to remove, correct or cure any condition as set forth in sub-paragraphs (a) and (b) above after written notice by said Village to the Community Association to do so, then the Village shall have all of the rights, but not the obligations, granted to the Community Association, Declarant or Developer in sub-paragraph (b) above to enter upon the Premises and take such corrective actions as are necessary to restore the normal flow. The costs and expenses of all actions taken by the Village in correcting such problem shall be paid by the Community Association. Notwithstanding anything to the contrary contained herein, the Village shall have no responsibility, duty or obligation to act or to cause to be performed any action under this sub-paragraph, and any determination to act or not to act under this sub-paragraph shall be in the sole discretion of the Village.

3.10 Temporary Easement for Water Service. The Village of Oak Brook is hereby granted and reserved a temporary and non-exclusive easement across, through and under the sub-surface of that portion of the Community Area and the Resubdivision Area described on Exhibit I attached hereto which connects to and abuts the boundary of Lots 14, 17, 18, 19, 20, 21 and 22, for the purpose of causing to be installed, maintained, repaired, and replaced underground water pipes, lines and mains to bring water service to the boundaries of such Lots from the water mains in the Resubdivision Area previously installed in the locations provided in that certain Water Main Easement Grant recorded March 1, 1984 as Document No. R84-16010. The temporary easement for water service shall remain in effect until such time as (i) the Declarant (or its successors) shall have entered into an agreement with the Village of Oak Brook amending the Water Main Easement Grant recorded as Document No. R84-16010 in order to release, vacate and abandon the existing easements and to provide such additional easements to permit the relocation of the existing water mains so far as is practical wholly within the Community Area and/or public utility easements, (ii) such agreement shall have been recorded in the office of the Recorder of Deeds of DuPage County, Illinois, and (iii) the Developer (or its successor) shall have completed the relocation of the existing water mains as contemplated by such agreement. In the event water service to any Lot benefitted by this temporary easement for water service has been connected to the existing water

mains, the Developer (or its successor) shall bear the entire cost to reconnect such water service to the relocated water mains.

3.11 Temporary Easement for Sanitary Sewer Service. The Owner of Lot 12 is hereby granted and reserved a temporary and non-exclusive easement across, through and under the sub-surface of that portion of the Resubdivision and Community Areas described on Exhibit J attached hereto which connects to and abuts the boundary of Lot 12 for the purpose of causing to be installed, maintained, repaired and replaced underground sanitary sewer pipes, lines and mains to bring sanitary sewer service from the sewer mains in the Resubdivision Area to the boundary of Lot 12. This easement shall be subject to the following terms and conditions:

(a) All installation, maintenance, repair and replacement of such pipes, lines and mains shall be arranged and contracted for through the Community Association, at the written request of the Owner, and the Owner shall not have any right to perform or cause to be performed any such installation, maintenance, repair or replacement except by arrangements made through the Community Association. The Owner benefited by the easement set forth herein acknowledges that since the easement area is within the Community Area, it is necessary and prudent that such work be coordinated by the Community Association and be performed at times convenient to all Members of the Association, and by contractors meeting the approval of the Community Association.

(b) Whenever the Owner of Lot 12 desires work to be done as set forth above, the Owner shall submit written plans describing the specific nature of the work to be performed, and the Community Association shall have the right to approve said plans, and so long as such work is within the scope and purpose of this easement, such approval shall not be unreasonably withheld or delayed. If plans have been approved, the Community Association shall submit the plans to one or more contractors who customarily do such work and meet the approval of the Community Association for bidding. Upon the receipt of bids or proposals for the work, said bids or proposals shall be delivered to the Owner, for his approval and direction as to whether to proceed with contracting for such work on his behalf.

(c) The Owner shall be solely responsible for any and all costs and expense incurred in connection with any work requested by the Owner to be done hereunder, including without limitation, the costs of all labor, materials, permits and insurance together with such reasonable charges as the Community Association may levy for its activities in processing and coordinating such

work. At the request of the Community Association, the Owner will deposit all costs expected to be incurred in connection herewith prior to the commencement of such work.

(d) Upon recording of a plat of resubdivision of the Resubdivision Area providing for perpetual easements across, through and under the subsurface of the Resubdivision and Community Areas sufficient to permit the installation, maintenance, repair and replacement of underground sanitary sewer pipes, lines and mains to bring sanitary service from the sewer mains in the Resubdivision Area to the boundary of Lot 12, this temporary easement for sanitary sewer service shall automatically terminate.

3.12 Easement for Fence. The Developer, the Declarant and the Community Association shall have and are hereby given a perpetual easement to construct, erect, maintain and repair, and to have necessary access to, fences and gates as permitted by the ordinances of the Village of Oak Brook over and upon a strip of land fifteen feet (15') feet wide adjoining that portion of the lot lines of Lots 1, 2 and 23 which adjoin Trinity Lane (except for the Northerly twenty-five feet (25') of the lot line of Lot 23 which adjoins Trinity Lane) and that portion of the lot lines of Lots 5, 6, 7, 8 and 9 which adjoin 35th Street, subject to the following:

(a) On or before September 15, 1993, the Developer, at its sole cost and expense, shall construct fences at locations (i) East of, but as close to, the existing water main as the Village approves, between the South property line of Lot 2 and a point approximately 25 feet Southeast of the point where the West line of the present Lot 23 leaves Trinity Lane, and (ii) within the fence easement areas affecting Lots 5, 6, 7, 8 and 9. Subject to the requirements of the Village of Oak Brook, said fences shall utilize masonry columns and wrought iron using materials as closely as possible identical in quality, value and appearance as the existing fence on Lot 1. The fence to be constructed along Trinity Lane shall contain a pedestrian gate with a design and location approved by the Owner of Lot 1, which fence shall be kept locked, with keys only in the possession of the Owner of Lot 1 and the Community Association. The Owner of Lot 1 shall have access to such pedestrian gate at all times.

(b) The Community Association shall be responsible for performing, at its expense, all repair and maintenance of such fences and gates as are constructed by the Developer or the Community Association and the landscaping within the fence easement areas, excluding

landscaping on the East side of that portion of said fence located on Lot 1. The style of fence to be installed along Trinity Lane shall not be changed without the consent of the Owner of Lot 1 and the Trinity Lakes Homeowners' Association.

(c) No shrubs, trees or other planting shall be planted or permitted above grass level West of the fence to be installed along Trinity Lane other than deciduous shrubs approved by the Owner of Lot 1.

(d) If the Village of Oak Brook or the Owner of Lot 1 determine that the Community Association has not satisfactorily repaired or maintained any fence or gate constructed by the Developer or the Community Association, or the landscaping permitted within the fence easement areas, after written notice from either the Village or the Owner of Lot 1 to the Community Association to do so, then the party giving such notice shall have all the rights granted to the Community Association to enter upon the fence easement areas and take such corrective actions as are necessary. The costs and expenses of such actions incurred by either the Village or the Owner of Lot 1 shall be paid by the Community Association. Notwithstanding anything to the contrary contained herein, neither the Village nor the Owner of Lot 1 shall have any responsibility, duty or obligation to act or to cause to be performed any action under this sub-paragraph, and any determination to act or not to act under this sub-paragraph shall be in the sole discretion of the Village or the Owner of Lot 1.

3.13 Easement for Lake Maintenance. There is hereby created, granted and reserved to the Community Association, Declarant, Developer and each of them, and their respective successors and assigns, over, upon and across those portions of Lots 13 and 14 legally described on Exhibit K attached hereto (the "Lake Maintenance Easement Area"), a perpetual non-exclusive easement for the purpose of access to the storm water detention area known as "Upper Mays Lake", being the Storm Water Detention Area legally described as the West (Upper) Lake in Exhibit F attached to the Easement Agreement for Water Detention, Retention and Drainage recorded August 20, 1979 as Document No. R79-74438. Further, there is hereby created and reserved to the Community Association, Declarant, Developer and each of them, and their respective successors and assigns, a perpetual and non-exclusive easement for ingress and egress, over, upon and across the Community Area to the extent reasonably necessary to provide access to the Lake Maintenance Easement Area from the public right-of-way abutting the Premises. The Declarant, the Developer and/or the Board may hereafter, and is hereby given the power and authority to grant concurrent access easements over, upon and across the Lake Maintenance Easement Area for the benefit of either (i) the

Premises, or portions thereof, or (2) other real property not located within the Premises (regardless of whether such other real property is contiguous to or separate from the Premises), on such terms and conditions as the Declarant, the Developer and/or the Board, in their discretion, may deem advisable.

3.14 Emergency Access Easement. The Declarant hereby reserves the right to create and grant unto the Village of Oak Brook a perpetual easement for the purpose of reasonable ingress and egress between Trinity Lane and the Community Area over and across the Northerly one hundred fifty feet (150') of the Resubdivision Area at location(s) approved by and acceptable to the Village (the "Emergency Access Easement"). The use by each Owner and by his invitees of the portions of the Resubdivision Area so prescribed shall be subject to such reasonable rules and regulations as the Board shall promulgate and the following:

(a) The Developer shall cause to be constructed within the Emergency Access Easement a sub-surface system of support sufficient to permit the passage of emergency vehicles along and across the Emergency Access Easement Area.

(b) General use by the Owners, the Community Association and the public of the Emergency Access Easement shall be prohibited.

(c) The Community Association, the Declarant, the Developer, and each of them, is hereby granted and reserved perpetual nonexclusive easements to, through, over and across the Emergency Access Easement for the purpose of exercising the rights, performing the functions and discharging the responsibilities permitted or required to be performed or discharged by any of them, pursuant to any provision of this Declaration.

(d) The Village, its officers, employees and agents, and each of them, is hereby granted and reserved perpetual, non-exclusive easements to, through, over and across the Emergency Access Easement for the purpose of (i) exercising their rights under this Declaration, (ii) exercising the Village's police and life safety powers, and (iii) carrying out any other governmental function.

(e) The Community Association shall be responsible for performing, at its expense, repair and maintenance of the Emergency Access Easement and all improvements thereto. If the Village of Oak Brook determines that the Community Association has not satisfactorily performed such maintenance and repair, after written notice by said Village to the Community Association to do so, then the Village shall have the right to enter upon the Premises and to perform or cause to be performed such repair and

maintenance as the Village, in its sole discretion, deems reasonably necessary, and the costs and expenses of all actions taken by the Village in performing such repairs and maintenance shall be paid by the Community Association. Notwithstanding anything to the contrary contained herein, the Village shall have no responsibility, duty or obligation to act or to cause to be performed any action under this sub-paragraph, and any determination to act or not to act under this sub-paragraph shall be in the sole discretion of the Village.

3.15 Existing Easements. The easements provided in this Article III are in addition to the existing easements listed in "Exhibit C", all of which Declarant acknowledges and accepts shall remain in full force and effect.

ARTICLE IV - COVENANTS FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation for Assessment:

(a) Each Owner of a Lot (excluding Declarant, Developer and the Community Association, except as provided in the following subparagraph 4.01(b)), by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance for each Lot owned by such Owner, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Community Association such assessments as are levied pursuant to the provisions of this Declaration and the Bylaws of the Community Association. Such assessments, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment is made and upon the Membership appurtenant thereto. Each such assessment together with such interest and costs, shall also be the personal obligation of the Member who was the Owner of such Lot at the time when the assessment fell due.

(b) Until such time as (i) Declarant has sold in excess of seventy-five per cent (75%) of the Lots (including, for such purposes, Lots comprising 75% of the "Resubdivision Area"), or (ii) two (2) years shall have elapsed from the date upon which this Declaration is recorded, whichever is first to occur, neither Declarant nor Developer shall be a Member of the Community Association, provided however, that to the extent that either Declarant or Developer shall be an Owner of a Lot which is leased to anyone other than the Community Association, Declarant shall as to each such leased Lot be deemed subject to the provisions of this Article, and to hold a Membership appurtenant thereto, but only from

and after the first day of the month it receives rent for such Lot.

4.02 Purpose of Assessments. The assessments levied by the Community Association (or by Developer acting on its behalf pursuant to Paragraph 2.04(c) hereof) shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Community Association and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to such purpose and related to the use and enjoyment of the Community Area, including reasonable reserves, (ii) for the payment of taxes and other charges (including without limitation those levied pursuant to one or more of the recorded instruments to which the Premises are subject) and insurance on and the making of repairs, replacements and additions to the Community Area, defraying the cost of labor, equipment and material for the management and maintenance of the Community Area, and (iii) in general for carrying out the duties of the Board as set forth in this Declaration and the Bylaws of the Community Association, including without limitation those duties imposed by Article III hereof, and for carrying out the purposes of the Community Association as stated herein and in its charter.

4.03 Assessment Procedures.

(a) Preparation of Estimated Budget. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, taxes, services, fees, repairs, replacements, management, supplies and of other items which, in the judgment of the Board, will be required to be provided to the Community Association or be required to meet the Community Association's obligations during the ensuing calendar year to effect the purposes of the Community Association, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements. The annual budget shall also take into account any estimated net operating income or deficit which may result from the operation of the Community Area during such year and income from user charges to be received pursuant to Paragraph 4.03(d) hereof. Said "estimated cash requirement" shall be allocated among and assessed to the Members in accordance with the provisions of Paragraph 4.06 hereof. On or before January 1st of the ensuing year, and the 1st day of each and every following month of said year, each Member shall be personally obligated to pay, in the way prescribed by Paragraphs 4.06, 4.07 and 4.08 hereof, one-twelfth (1/12) of such Member's annual assessment, together with all user charges incurred by such Member during the preceding month. If the actual expenditures paid or provided for by the Board during said year shall be more or less than said estimated cash requirement, any

net shortage or excess shall be applied as an adjustment to the installments under the current year's estimate falling due after the amount of such net shortage or excess for the preceding year has been determined.

(b) Adjustments to Estimated Budget. If said "estimated cash requirement" proves inadequate for any reason (including nonpayment of any Member's assessment), the Board may at any time levy a further assessment. The Board shall serve notice of such further assessment on all Members by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly assessment payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Members shall be personally liable for and obligated to pay their respective adjusted monthly amount.

(c) Failure to Prepare Annual Budget. The failure or delay of the Board to prepare an annual or adjusted estimated budget shall not constitute a waiver or release in any manner of any Member's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, each Member shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period.

(d) User Charges. The Board (or the Developer acting pursuant to paragraph 2.04(c) hereof) may establish, and each Member shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the members or which, in the judgment of the Board or Declarant, should not be charged to every Member. Such expenses may include, without limitation, fees for the use of facilities located in the Community Area; charges predicated on the negligence of any Member or the abuse of any part of the Community Area; fees for scavenger or trash services or other services which the Board has obtained for certain, but not all, of the Members, or for all of the Members but in different or varying amounts; and fees for such other services and facilities provided to Members which should not reasonably be allocated among all of the Members in the same manner as member assessments. Such user charges may be billed separately to each member benefited thereby, or may be added to such Member's assessments as otherwise determined, and collected as a part thereof pursuant to Paragraphs 4.06 and 4.07 hereof. Nothing herein shall require the establishment of user charges and hereinabove authorized, and the Board or Declarant may elect to treat all or any

portion thereof as expenses to be defrayed by member assessment.

(e) Initial Assessment. The Board shall determine the date upon which the Members who own Lots shall commence payment of annual assessments established by the Board, which date shall be no earlier than the date upon which the first Lot is occupied. The first estimated budget prepared by the first Board may be for the balance of the calendar year in which such budget is prepared, in which event monthly installments or assessments shall commence on the date fixed by the Board for such purpose.

4.04 Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Paragraph 4.03, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or purchase of a specified capital improvement upon or to the Community Area, and the necessary fixtures and personal property related thereto; provided, however, that any such special assessment shall first be approved at a meeting of the Owners by the affirmative votes of two-thirds (2/3) of the votes cast by the Owners at a meeting called and held in accordance with the provisions of Paragraph 4.05, with each Lot being entitled to one (1) vote. The provisions of this Paragraph 4.04 shall not limit the power of the Board, without such prior approval, to levy assessments to reconstruct, replace or restore any improvements on the Community Area to the condition as originally constructed by Developer.

4.05 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Paragraph 4.04 hereof shall be sent to all Members (and to Declarant, if it is the Owner of a Lot or Lots) not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. The presence in person or by proxy of Owners representing a majority of the Lots shall constitute a quorum.

4.06 Allocation of Assessments among Members. Regular annual assessments shall be allocated among the Members by spreading the total assessment levy equally among all of the Lots owned by Members of the Community Association. Special assessments shall be allocated among the Owners by spreading the total special assessment levy equally among all of the Lots.

4.07 Payment of Assessments. All assessments shall be paid directly by each Member to the Community Association, and, with respect to special assessments, directly by each Owner to the Community Association.

4.08 Nonpayment of Assessments.

(a) Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within thirty (30) days after the due date, the Board may upon notice to such Member of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall commence to bear interest from the date of acceleration at the Remedy Interest Rate, which term as used in this Declaration, shall mean a rate of interest per annum which shall be changed and adjusted annually, on and as of January 1 of each calendar year, such that it is equal to the lower of (i) two percent (2%) above the then publicly announced prime rate of interest, as charged by the Continental Illinois National Bank and Trust Company of Chicago, or (ii) eighteen percent per annum, or (iii) the highest rate permitted by law. The Community Association may bring an action against the Owner or Member personally obligated to pay assessments and recover the same, including interest, costs and reasonable attorney's fees for any such action, which shall be included in any judgment rendered in such action' and the Association may enforce and foreclose any lien it has or which may exist for its benefit.

(b) No Member shall be relieved of personal liability for the assessments and for other amounts due as provided herein by nonuse of the Community Area or abandonment or transfer of ownership of his Lot.

(c) The lien of the assessments provided for in Paragraph 4.01 hereof shall be subordinate to the lien of any prior recorded first mortgage to either a bank, savings and loan association, insurance company or other financial institution, now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

4.09 Assessments Status Letter. Upon written demand of an Owner or mortgagee at any time, the Community Association shall furnish such Owner or mortgagee a written dated certificate signed by an officer of the Community Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Lot. Such certificate shall be conclusive

evidence of payment of any annual or special assessments theretofore levied and not stated therein as unpaid.

ARTICLE V - LANDSCAPING, GRADING AND DRAINAGE

5.01 Landscaping. Each Member shall cause the unimproved portions of his, her or its Lot (including the parkway, if any) to be sodded or seeded within the first growing season immediately following acquisition of title, unless Developer has caused said landscaping to be done or performed. Thereafter each Member shall be responsible for the maintenance of the landscaping on the unimproved portions of his Lot, in accordance with such rules and regulations as may be promulgated by the Board. All landscaping shall be subject to the controls set forth in Article VIII. Each Member hereby grants an irrevocable license and easement to the Board to enter upon the unimproved portion of his Lot to perform such landscaping in the event that either (i) such Member fails to maintain such landscaping, or (ii) the Community Association assumes the responsibility for such landscape maintenance on the unimproved portions of such Lots.

5.02 Drainage. No Member shall make any material change in the grade or drainage of his, her or its Lot, without first obtaining the prior written approval of such change by the Board. The determination by the Declarant or Board that a change is either not approved, or is in violation of this Section 5.02 shall be conclusive and binding on all parties involved. Upon such determination, the party responsible for making the unapproved material change shall correct such change and restore the property to its former condition at the direction of the Board. If the responsible party fails to correct the unapproved change pursuant to the Board's direction within the time specified by the Board, the Board shall cause the unapproved change to be corrected at the responsible party's expense.

5.03 Compliance with Rules and Regulations. Each Member shall comply with all rules and regulations which from time to time may be adopted by the Board in connection with or pertaining to soil conservation, drainage and landscaping.

5.04 Irrigation. As part of the irrigation system for the Premises, the Community Association may maintain and operate a water recirculating system to be located on various portions of the Premises. Notwithstanding that such irrigation system may, in part, be located on other areas outside the Community Area, the operation and maintenance of such system shall nevertheless be and remain solely within the control of the Community Association.

ARTICLE VI - ADMINISTRATION AND USE OF COMMUNITY AREA

6.01 General Powers of the Board. The Board shall have the following general powers:

- (a) To adopt rules and regulations governing the use, maintenance and administration of the Community Area and for the health, comfort, safety and general welfare of persons using the Community Area. The Board shall also have the right to adopt rules and regulations limiting the number of pets permitted to be kept or maintained on any Lot to two (2), and limiting the kinds of pets permitted to be kept or maintained on any Lot to dogs, cats, and other household domesticated animals approved of by the Board.
- (b) To repair, maintain, improve and replace the Community Area and all facilities and improvements located thereon; and to have such rights of ingress and egress over and upon the Premises as may be required to exercise such rights.
- (c) To provide all necessary maintenance, repairs and services with respect to the Community Area, including without limitation (i) maintenance, repair, replacement, improvement and care of all streets, trees, shrubs, grass and landscaped areas; and (ii) maintenance, repair and replacement of those "Utilities" (as said term is defined in Paragraph 7.04 hereof) or portions thereof which are not maintained by a public or quasi-public utility or authority.
- (d) To provide all necessary maintenance, repairs and services with respect to the storm water facilities as set forth in Paragraphs 3.08 and 3.09.
- (e) To provide all necessary maintenance, repairs and services with respect to the fences and gates as set forth in Paragraph 3.12.
- (f) To pay for out of the assessment funds provided for in Article IV hereof, all taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Community Area, subject to the provisions of Paragraph 6.03 hereof.
- (g) To retain and compensate a person or firm to manage the Community Association and the Community Area or any separate portion thereof, and provide the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Community Association, whether such personnel are employed directly by the Board or by such manager.
- (h) To provide or pay for any material, supplies, insurance, furniture, equipment, fixtures, labor, services, maintenance, repairs, taxes or assessments which the Board is required to obtain or pay for pursuant

to the terms of this Declaration or by law, or which in its opinion shall be necessary or proper for the operation or protection of the Community Association and its members of for the enforcement of this Declaration.

(i) To make the dedications and grant the easements described in Paragraphs 3.02, 3.06, 3.08, 3.09, 3.13, 3.14 and 7.04 hereof, the provisions of paragraph 3.07 notwithstanding.

6.02 Special Powers of the Board. The Board shall have the following additional rights and powers, and shall pay the costs and expense of exercising the same out of the assessment funds:

(a) To execute, on behalf of all Owners, all divisions of ownership for tax assessment purposes with regard to the Community Area, or any portion thereof.

(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners, if the Board sees fit.

(c) To enter into contracts; maintain bank accounts granting authority as the Board shall desire to one or more persons (including the managing agent of the Community Association) to draw upon such accounts; invest surplus funds of the Community Association in U.S. Government securities, in passbook savings accounts or in Certificates of Deposit insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation; and generally to have all the powers necessary or incidental to the operation and management of the Community Association.

(d) To protect or defend the Community Area from loss or damage by suit or otherwise, and to provide adequate reserves for contingencies and replacements.

(e) To adjust the amount, collect and use any insurance proceeds to repair or replace damaged or lost property, and if proceeds are insufficient to repair or replace damaged or lost property, to assess Members to cover the deficiency.

(f) To transfer any part of the Community Area to any title-holding land trust in exchange for the entire beneficial interest therein, or to any corporation in which the Community Association is the sole shareholder.

(g) To enforce the provisions of this Declaration and rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

6.03 Real Estate Taxes and Assessments. Notwithstanding anything to the contrary herein contained, the Community Association shall pay and discharge all general and special real estate taxes and assessments levied by any public authority with respect to the Community Area whether or not Declarant shall have conveyed to the Community Association title to the Community Area pursuant to Paragraph 7.05 hereof.

6.04 Performance of Board's Duties by Developer Pending Conveyance. Without limiting the generality of the provisions of Paragraph 2.04(c) or of Article VII hereof, until such time as Declarant has conveyed the Community Area to the Community Association, Developer may, at its election, discharge all or any of the duties of the Board with respect to the Community Area, in which event the Board shall reimburse Developer for all costs and expenses from which the Community Association has been thereby relieved, and shall levy all assessments required to make such reimbursement. The Community Association shall rely on a certificate executed and delivered by Developer with respect to all reimbursement claimed under this Paragraph 6.04.

ARTICLE VII - CERTAIN RIGHTS RESERVED
TO DEVELOPER AND DECLARANT

7.01 Developer's Promotional Rights. The right is reserved by Declarant and Developer, or their agents, to place and maintain on those portions of the Premises owned by the Declarant or the Developer all models, sales offices, advertising signs and banners and lighting in connection therewith and other promotional facilities at such locations and in such forms as shall be determined by Developer, but all in accordance with any applicable Village ordinances. There is also reserved unto Developer, its agents and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Premises for such sales purposes. Developer also reserves the right to maintain on the Developer's Real Estate without charge (a) a general construction office for Developer's contractors and (b) appropriate parking facilities for the employees of Developer's agents and contractors. Developer's aforesaid reserved rights shall exist at any time Developer is engaged in the construction, sale or leasing of residences on any portion of the Premises and no charge shall be made with respect thereto. The Developer's reserved rights must be, at all times, exercised in accordance with the ordinances of the Village of Oak Brook.

7.02 Right to Engage a Manager. Developer reserves the right to engage the initial manager for the Community Association, and in furtherance of such right to enter into a contract with a person, firm or corporation for such purposes, provided said contract expires no later than five (5) years from the date that this Declaration is recorded, which contract shall be binding upon and inure to the benefit of the Community Association and paid for out of the assessment fund. Developer contemplates that such

initial manager may be the Developer or a firm which is affiliated with the Developer.

7.03 Developer's Easements. Declarant hereby reserves for the benefit of Developer a nonexclusive easement to, through, over and across the Community Area for the purpose of exercising the rights reserved to Developer pursuant to this Declaration, and for the purpose of implementing the overall development of the Premises, including, without limitation, the planning, construction, marketing, leasing, management and maintenance of improvements in any portion of the Premises. Said rights of Developer shall continue for a period of ten (10) years from the date of recording this Declaration unless Developer, by written notice to the Community Association, elects to terminate such rights prior to such date. All rights and easements created by this Declaration are subject and subordinate to the aforescribed development rights of Developer, whether or not inconvenience to any Owner shall result therefrom. Rec'd
6/93

7.04 Right of Declarant to Make Dedications and to Grant Easements. As used in this Paragraph 7.04 the term "Utilities" means all public and private utility conduits, wires, ducts, pipes, cables and other lines, and other means or methods of transmission, and all associated equipment (including without limitation antennae, disks and transmitters), which serve the Premises, including, without limitation, those for the transmission and/or distribution of water, electricity, gas, telephone, television, radio, computer data and information, security information, microwave signals, sewage and drainage, and all conduits, equipment and components of any communication systems, wherever located. Declarant hereby reserves for itself and its successors and assigns the following rights with respect to those portions of the Resubdivision Area owned from time to time by the Declarant, The Developer or The Community Association:

- (a) To dedicate or convey the Community Area or any portion thereof to any public agency or governmental authority which undertakes the responsibility to repair, maintain, improve and/or replace all facilities and improvements located thereon.
- (b) To dedicate space in the Community Area to any public or quasi-public utility or to any governmental authority for the location of Utilities serving any portion of the Premises.
- (c) To reserve or grant easements in, over, under, to and across the Community Area for ingress and egress to, and for installation, construction and maintenance of, any or all the Utilities.
- (d) To reserve or grant easements over and across the Community Area for bicycle/pedestrian trails.

(e) To expand the Community Area and/or the easement areas described in Article III of this Declaration by the creation, reservation or dedication for such purposes of any portion of the Resubdivision Area as the Declarant, its successors and assigns, in their discretion, deem appropriate or expedient. Upon such creation, reservation or dedication, whether by the recording of a plat of resubdivision of the Resubdivision Area or otherwise, such additions to the Community Area or expanded easement areas shall be subject to the same easements, covenants, conditions and restrictions as if such additional property had initially been included in the description of the Community Area or the appropriate easement areas described in Article III of this Declaration.

Until Developer's rights under Paragraph 7.03 hereof are terminated, Developer shall have the right, vis a vis the Community Association and all Lot Owners, to tap into and use all Utilities for the purpose of exercising all such rights. All the rights reserved by Developer in this Paragraph 7.04 may, upon conveyance or transfer of the Community Area by Declarant to the Community Association, be exercised by the Community Association or by Developer acting on behalf of the Community Association, provided, however, that nothing herein shall in any manner be deemed to limit any of the rights of the Village of Oak Brook.

7.05 Retention of Title by Declarant. Declarant may retain title to all or any portion of the Community Area until such time as Declarant has completed such improvements thereon as it elects to make and until such time as, in the opinion of the Declarant, the Community Association is able to maintain the same, but covenants, for itself, its successors and assigns, that unless said Community Area has or shall be dedicated or conveyed to a public agency or governmental authority as previously set forth, it shall convey and quitclaim to the Community Association all Community Area not later than the date specified in Paragraph 2.05 hereof upon which Declarant shall cease to have the right to appoint one or more Directors of the Community Association.

The Community Association shall not be relieved of any of its obligations under this Declaration by reason of Declarant's retention of title or to all or any portion of the Community Area, including without limitation the obligation to pay all general and special real estate taxes and assessments levied with respect to the Community Area as provided in Paragraph 6.03 of this Declaration, and including further, the obligation to maintain, repair and reconstruct the Community Area and to defray the cost thereof by Member assessments.

7.06 Terms of Conveyance of Community Area. Upon any conveyance or assignment of the Community Area to the Community

Association, Declarant shall be entitled to a proration credit for all expenses of the Community Association defrayed by Developer (including insurance and real estate taxes) which have not theretofore been reimbursed to Developer. Title to the Community Area may be subject to all general and special title exceptions excluded from the coverage of any owner's title insurance policy covering the Community Area which Developer shall deliver to the Community Association in connection with such conveyance. If the Community Area or any portion thereof shall be held in any title-holding trust, Developer may assign the beneficial interest in such trust to the Community Association in lieu of causing the trustee to convey the same by trustee's deed. The Community Area shall be conveyed or assigned without any express or implied warranties, which warranties are expressly disclaimed by Declarant and Developer.

7.07 General. Notwithstanding any provision herein to the contrary, the rights and easements created under this Declaration are subject to the right of Developer to execute or to cause Declarant or any other title-holding trust to execute all documents and do all other acts and things affecting the Premises which, in the Developer's opinion, are required to implement Developer's reserved rights hereunder (including the making of any dedications or conveyances to public use) provided any such document or act or thing is not inconsistent with the then existing property rights of any Owner.

ARTICLE VIII - ARCHITECTURAL CONTROLS

8.01 Architectural and Landscaping Controls. The Developer has the right to establish Architectural and Landscaping Controls for the purpose of creating a residential community in which each home is attractive in design, and for the purpose of requiring and encouraging building styles and landscaping which incorporate a variety of designs, materials and colors that are compatible. No building, outbuilding, detached structure, storage shed, garage, landscape structure, recreational structure, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition to, or change or alteration in any of the foregoing be made, nor shall any exterior color changes be made, until the construction plans and specifications shall have been submitted to, and approved in writing, by the Board, or the Developer acting in lieu of the Board pursuant to Paragraph 6.04 above. Said plans and specifications shall show the nature, kind, shape, height, materials, color scheme and location on the Lot. In addition to the construction plans and specifications to be submitted as above provided, there shall also be submitted for prior written approval, landscaping and grading plans which shall show clearly in reasonable detail proposed grading and landscaping plans. The Board (or the Developer, as the case may be) has the right to refuse to approve any construction plans or specifications, and any landscape and grading plans and specifications, which in its judgment do not comply with the Architectural and Landscaping

Controls. The Board has the right, in making a judgment as to the giving or withholding of approval to plans and specifications submitted, to consider the desirability of the proposed construction, landscaping or grading, in relation to other homes and other landscaping and grading in Covington Court, and to consider the character and qualities of the residential development existing or being created in Covington Court. The Board has the right to appoint an Architectural Review Committee for the purpose of reviewing plans and designs and making recommendations to the Board. Such Committee may be composed of persons with special expertise, and may be made up of Owners or non-Owners, or a combination thereof in the discretion of the Board. The Board further has a right to charge reasonable fees and costs for such plan and design review, and to pay out of such fees for professional services used in connection with said plan and design review.

8.02 Submission of Plans and Specifications. All plans, specifications and supporting and related material for which the approval of the Board, or the Developer acting in lieu of the Board pursuant to Paragraph 6.04 above, is required, shall be delivered to the Board or the Developer, together with the payment of the fee established by the Board or Developer. The Board or Developer shall approve or disapprove the submitted material as soon as practicable, but written approval or disapproval shall in any event be given within 30 days after all the necessary material has been delivered. If the Board or Developer disapproves any submitted material, or if the Board or Developer requires a modification of any kind, it shall, within said 30-day period, inform the Owner who has submitted the material of the reasons for the disapproval or the requirement that changes be made, but notwithstanding the obligation to state the reason for disapproval or for the required modifications, the decision of the Board or Developer, reasonably made, shall be conclusive and binding on all parties. If the Board or Developer does not approve, or disapprove, or require a modification, within the aforesaid 30-day period, then at the expiration of said period, the material submitted shall be deemed to have been fully approved, and the Owner who has submitted the material deemed to have been approved by lapse of time, shall have the right to proceed as if written approval has been procured.

8.03 Nameplates, Antennae, Lighting, and Other Such Matters. There shall be not more than one nameplate on each Lot. Style, size, and location of nameplates shall be prescribed by the Developer. No television or radio antennae or tower, shall be erected outdoors, nor shall laundry be dried outdoors. Flagpoles may be permitted by the Board, but no flagpole on a Lot shall have a height in excess of 25 feet, and any such permitted flagpole shall be used solely for the display of the American flag.

8.04 Building Exteriors. Each Member shall be required, at his expense, to maintain and keep his Lot and any building or other structure thereon in good condition and repair. In no event shall

the exterior of any building on the Premises be changed in color, materials or otherwise unless such change is approved in writing by the Board, the Developer acting in lieu of the Board pursuant to Paragraph 6.04 above, or the Architectural Review Committee. If any Member shall fail to maintain and repair any building exterior, the Community Association, in addition to all other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter the individual Lot, and to repair, maintain and restore the building exterior and any other improvements thereon. Any expenses incurred by the Community Association shall be immediately due and payable to the Community Association by the Owner(s) of such building on demand and shall be assessed against such Owner(s) and constitute a lien against the Lot or Lot(s) therein. The Community Association shall have the same remedies to enforce collection of such expenses as for other unpaid assessments hereunder.

ARTICLE IX - USE RESTRICTIONS

9.01 Land Use and Building Type. All Lots shall be used for single family private residence purposes only, and no dwellings other than a single family private residence shall at any time be constructed or maintained. No regular business of any kind or nature whatsoever shall be permitted or carried on. No building other than a private residence shall be constructed, except that patios, swimming pools, tennis courts, gazebos and other landscape structures properly appurtenant to a fine quality residence and consistent with the character of the Premises may be constructed.

9.02 Prohibition of Certain Activities and Other Matters. No activities shall be carried on which annoy or disturb or are likely to annoy and disturb other Owners. No livestock, poultry, or other creatures may be kept or maintained. The keeping of pets is subject to such rules and regulations as may be adopted by the Board. Refuse or waste materials shall not be permitted to accumulate or be burned outside of Owners' residences. Boats, recreational vehicles and commercial vehicles shall not be parked outside overnight anywhere on the Premises. No plants or seeds, or other things or conditions, harboring, breeding or likely to attract noxious insects or creatures, or likely to be conducive to plant disease, shall be brought into or permitted to exist or to be maintained within the Premises. No snowmobile, dune buggy or similar motorized device may be operated anywhere within the Premises.

9.03 Security Systems. All homes on the Lots are required to be equipped with an appropriate, compatible, operating security system that is connected to and interfaced with the central security system located on the Premises. It shall be the sole responsibility of each Owner to maintain, repair and assure the continued operation of the security system installed in the respective Owner's home.

9.04 Temporary Structures. No trailer, tent, shack, garage and no temporary building or structure of any kind shall be used at any time as either a temporary or permanent residence. Trailers and temporary buildings or structures may be located on a Lot during the course of the construction of a home on the Lot, but they shall be so located only because the convenience or necessity of the contractor in charge of construction requires their use, and all such trailers, temporary buildings or other structures shall be removed from the Lot promptly upon completion of the home.

ARTICLE X - RIGHT OF FIRST REFUSAL

10.01 Unrestricted Transfers. Subject to Paragraph 10.02, below, an Owner may, without restriction under this Declaration, sell, give, devise, lease or otherwise transfer his Lot, or any interest therein, to his spouse, or to his child, parent, brother, sister, grandchild or descendant, or to any one or more of them, or to any trustee of a trust, the sole beneficiary of which is the Owner or his spouse, child, parent, brother, sister, grandchild or descendant of any one or more of them. Notice of any such unrestricted transfer shall be given to the Board within five (5) days following consummation of such transfer.

10.02 Limit on Term of Lease. No Lot, or interest therein, shall be leased by an Owner for a term greater than two (2) years. A copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration and By-Laws of the Owner making such lease and the lease shall expressly so provide. The Owner making such lease shall not be relieved thereby from any of said obligations. Upon the expiration or termination of such lease, or in the event of any attempted subleasing thereunder, the provisions below with respect to the Community Association's right of first option shall again apply to said Lot.

10.03 Notice to Association of Certain Transfers. Whenever an Owner shall propose to sell, give, devise, lease or otherwise transfer his Lot, or any interest therein, to any person or entity other than a person or entity described in Paragraph 10.01, above, said Owner shall give the Community Association not less than thirty (30) days prior written notice of the proposed transfer, which notice shall describe the type of transfer proposed by the Owner and the terms thereof and shall state the name, address and financial character references of the proposed transferee. The notice shall also include a copy of the proposed lease, contract for sale or other documents, if any, affecting said transfer.

10.04 Association's First Option.

(a) If Proposed Transfer is a Sale or Lease. If an Owner proposes to sell or lease his Lot, or any interest

therein, to any person or entity other than a person or entity described in Paragraph 10.01, above, for a period of thirty (30) days following the date notice of said proposed transfer is given to the Community Association, the Community Association shall have the first right, at its option, to purchase or lease such Lot from said Owner (the "transferring party") upon the terms described in said notice.

(b) If Proposed Transfer is a Gift. If an Owner proposes to make a gift of his Lot, or any interest therein, to any person or entity other than a person or entity described in Paragraph 10.01, above, for a period of sixty (60) days following the date notice of said proposed transfer is given to the Community Association, the Community Association shall have the first right, at its option, to purchase such Lot. The price to be paid by the Community Association for said Lot, or interest therein, shall be agreed upon by said Owner (the "transferring party") and the Community Association, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Paragraph 10.05, below.

(c) If Proposed Transfer is Upon the Death of a Lot Owner. If an Owner dies and under applicable law his Lot, or any interest therein, is subject to a probate proceeding, then during a period of six (6) months after appointment of a personal representative of said deceased Owner, the Community Association shall have the first right, at its option, to purchase said Lot either from the devisee thereof named in the deceased Owner's Will, if any, or from the appointed personal representative of such deceased Owner who is empowered or authorized to sell the Lot (the "transferring party"). However, the foregoing option shall not apply to any such transfer upon the death of an Owner to a person or entity described in Paragraph 10.01, above. The price to be paid by the Community Association for said Parcel, or interest therein, shall be agreed upon by the Community Association and said transferring party, or, if not promptly agreed upon, shall be determined in accordance with the procedure set forth in Paragraph 10.05, below.

10.05 Determination of Disputed Purchase Price. If the price to be paid by the Community Association for a Lot or interest therein, pursuant to subparagraph 10.04(b) and 10.04(c), above, is not promptly agreed upon, said price shall be equal to the fair market value of the Lot, as determined by an M.A.I. appraiser mutually agreed upon by the transferring party and the Community Association, and, in the event of no prompt agreement on said appraiser, by a majority decision of three M.A.I. appraisers, one chosen by the transferring party, one chosen by the Community

Association and the third chosen by the two appraisers. The cost of said appraiser or appraisers shall be paid one-half by the transferring party and one-half by the Community Association as a common expense.

10.06 Election Not to Exercise First Option. The Board shall have authority, on behalf of and in the name of the Community Association, to elect not to exercise the Community Association's first option hereunder, and shall promptly give written notice of said election to the transferring party. Upon receipt of notice of a proposed transfer, the Board shall, within fifteen (15) days thereafter, hold a meeting of directors or poll all directors for the purpose of voting upon whether the Board shall elect not to exercise the Association's first option hereunder. The Community Association shall be deemed to have elected not to exercise its first option if either (i) the Community Association notifies the transferring party that it has elected not to exercise its option, or, (ii) the Community Association fails to notify the transferring party, before expiration of the applicable option period provided herein, that the Community Association elects to exercise its option.

If the Community Association elects not to exercise its first option, in the case of a proposed sale, lease or gift of a Lot, the transferring party may proceed to close said proposed transfer any time within ninety (90) days after said election. Thereafter, said transfer of the Lot, or any interest therein, shall become again subject to the Community Association's right of first option, as herein provided.

A certificate executed by the President, Vice President, Secretary or other duly authorized officer of the Community Association, certifying that the Community Association, by its Board, has elected not to exercise its first option, shall be conclusive evidence of such election and of an Owner's compliance with the provisions hereof. Such a certificate shall be furnished to an Owner upon his compliance with the provisions hereof, provided the Owner requests such certificate from the Community Association in writing and pays the Community Association a reasonable fee for said certificate.

10.07 Election to Exercise First Option. The Board shall have the power and authority, on behalf of the Community Association, to elect to exercise its option. Upon receipt of notice of a proposed transfer, the Board shall, within fifteen (15) days thereafter, hold a meeting of directors or poll all directors for the purpose of voting upon whether the Board should make such an election. It shall require the affirmative vote of not less than five (5) Directors voting in favor of such an exercise of the option for such option to be deemed exercised, provided however that prior to the time Declarant's rights under Paragraph 6.04 are terminated, the Declarant, acting in the capacity of the Board, shall be entitled to exercise said option.

In the event the Board shall elect to exercise its option, then the Board shall give written notice of said election to the transferring party before expiration of the applicable option period provided herein. If the Community Association elects to exercise its option pursuant to subparagraphs 10.04(b) or 10.04(c), above, then the transferring party and the Board shall close the purchase within forty-five (45) days after notice of the election.

10.08 Association's Right to Purchase at a Judicial Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of the Community Association, any Lot, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for assessments or other expenses under this Declaration, or an order or direction of a court, or at any other involuntary sale, upon the affirmative vote of not less than five (5) Directors; provided however that prior to the time Declarant's rights under Paragraph 6.04 are terminated, the Declarant, acting in the capacity of the Board, shall be entitled to exercise said powers. Such vote shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Lot.

10.09 Financing of Purchase by Association. The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Owners, and other such financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Lot, or interest therein, by the Community Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Premises other than the Lot, or interest therein, to be purchased or leased.

10.10 Miscellaneous.

(a) A transfer or lease of a Lot, or interest therein, by or to the Board, the Declarant, the Developer or the holder of any mortgage on a Lot which comes into possession of the mortgaged Lot pursuant to remedies provided in such mortgage, or pursuant to foreclosure of such mortgage, or pursuant to a deed (or assignment) in lieu of foreclosure of such mortgage, shall not be subject to the provisions of this Article X.

(b) The Community Association shall hold title to or lease any Lot, pursuant to the terms hereof, in the name of the Community Association, or a nominee thereof delegated by the Board, for the sole benefit of all Owners. The Board shall have the authority at any time to sell, lease or sublease said Lot on behalf of the Community Association upon such terms as the Board shall deem desirable, but in no event shall a Lot be sold for less than the amount paid by the Association to purchase

said Lot unless Owners owning not less than sixty-six and two-thirds percent (66 2/3%) of the total number of Lots first authorize the sale for such lesser amount.

(c) All notices referred to or required under this Article X shall be given in a manner provided in this Declaration for the giving of notices.

(d) The provisions of this Article X with respect to the Association's right of first option shall be and remain in full force and effect until the Premises as a whole shall be sold or removed from the provisions of this Declaration, unless the provisions of this Article X are sooner rescinded or amended by the Owners.

(e) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article X, for the purpose of implementing and effectuating said provisions.

(f) If any transfer of lease of a Lot is made or attempted without complying with the provisions of this Article X, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Community Association and the Board hereunder and otherwise.

(g) In the event of any transfer of a Lot, or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

(h) For purposes of this Article X, an interest in a Lot shall include, without limitation, all or any portion of the beneficial interest under a land title holding trust which holds title to a Lot.

(i) The Community Association's right of first refusal granted hereunder is expressly declared to be assignable and transferable, at any time prior to its exercise or waiver. At any time after the Community Association has exercised its rights hereunder, the Community Association may, and shall have the right to, assign and transfer the right to purchase or lease which it has thus acquired.

ARTICLE XI - GENERAL PROVISIONS

11.01 Binding Effect. The easements created by this Declaration shall be of perpetual duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the Premises and shall inure to the benefit of and be enforceable by the Community Association and/or the owner of any

real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless there shall be recorded: (a) an instrument modifying or abolishing any of the provisions hereof signed by the Community Association and the then Owners of not less than three-fourths (3/4) of the Lots which are subject to the provisions of this Declaration, and (b) an affidavit by an officer of the Community Association certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Lot no less than ten (10) days prior to the date of such affidavit.

11.02 Amendment. The provisions of this Declaration may be amended by an instrument executed and acknowledged by the Community Association, and containing an affidavit by an officer of the Community Association certifying that (1) the Owners of not less than three-fourths (3/4) of the Lots which are subject to the provisions of this Declaration have voted in writing to approve said amendment, and that (2) a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Lot, no less than ten (10) days prior to the date of such affidavit. No such amendment shall be effective unless and until the aforesaid instrument is recorded in the office of the Recorder of Deeds of DuPage County, Illinois. For a period of ten (10) years from the date of recording of this Declaration, no provision of this Declaration may be changed, modified or rescinded and no provision may be added without the written consent of Declarant. This Declaration may be amended by Declarant prior to the conveyance by Declarant of any part of Declarant's Real Estate to any other Owner. Notwithstanding anything to the contrary contained herein, no amendment to any portion of this Declaration which affects the rights of the Village of Oak Brook thereunder shall be valid, unless the Village has first consented in writing to such amendment.

11.03 Enforcement. Enforcement by the Community Association or any Owner of the covenants and restrictions contained in this Declaration may be had by a proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages or both, and against the land to enforce any lien created by these covenants. Failure by the Community Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

11.04 Title-holding Land Trust. In the event title to any Lot or any other part of the Premises is conveyed to a title-holding trust, under the terms of which all powers of management, operation and control of the Lot or real estate 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 and against such Lot or real estate. 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 Lot or real estate and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot or real estate.

11.05 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision, and all other provisions shall remain in full force and effect.

11.06 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

11.07 Gender. As used herein, terms expressed in the masculine gender shall be read to include the masculine, feminine and neuter as the context requires.

11.08 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other person entitled to use the Community Area, or any part thereof, shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known person who appears as a Member, Owner or other person entitled to notice, at the last known address for each such person, all as shown on the books and records of the Community Association at the time such notice is given.

11.09 Amends and Restates Prior Declarations. Declarant's predecessor in interest has previously caused to be recorded the Original Declaration and the Amended Declaration. Declarant does hereby agree and declare that this present Declaration shall, and does hereby amend, modify and completely restate the Original Declaration and the Amended Declaration. To the extent of any difference between the Original Declaration, the Amended Declaration and this present Declaration, the provisions of this present Declaration shall supercede, govern and control, and this present Declaration shall replace said original Declaration and Amended Declaration for all purposes. Neither the Declarant, the Developer nor the Community Association shall have any obligation provided in either the Original Declaration or Amended Declaration unless specifically provided in this present Declaration.

11.10 Trustee Exculpation. This Declaration is executed by Declarant, Midwest Bank and Trust Company, as Trustee as aforesaid,

and not personally, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Declarant hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person hereafter claiming any interest under this Declaration that Declarant, as Trustee as aforesaid and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest and the trust estate described herein to the terms of this Declaration; that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Declarant or on account of any representation, obligation, duty, covenant or agreement of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released; and further, that no duty shall rest upon Declarant, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind or otherwise to see to the fulfillment or discharge of any obligation express or implied, arising under the terms of this Declaration, except where Declarant is acting pursuant to direction as provided by the terms of said Trust Agreement, and after the Declarant has first been supplied with funds required for the purpose. In the event of conflict between the terms of this Paragraph and of the remainder of the Declaration on any question of apparent liability or obligation resting upon Declarant, the exculpatory provision hereof shall be controlling.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed by its respective officers thereunto duly authorized as of the day and year first above written.

MIDWEST BANK AND TRUST COMPANY,
not personally, but solely as
Trustee as aforesaid

By: J. W. V. McCann
Its: ASST. VICE PRESIDENT

ATTEST:

By: Emile S. Mentore
Its: Authorized Signer

(ASSOC7.DEC)

SEE EXCULPATORY RIDER
ATTACHED TO AND
MADE PART HEREOF.

THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN
Amended and Completely Restated Declaration of
Easements, Restrictions and Covenants for the
Covington Court Community Association dated
June 1, 1993 AND EXECUTED BY **MIDWEST BANK AND
TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT #93-6451**

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank & Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities, representations, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

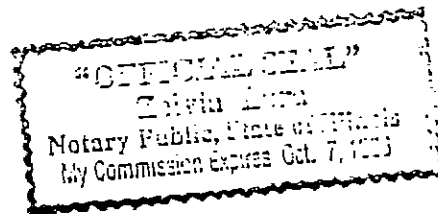
I, Zelvia Lara, a Notary Public in and for the county and State aforesaid, DO HEREBY CERTIFY that Michele Milewski, the AVP of the MIDWEST BANK AND TRUST COMPANY, an Illinois banking corporation and Emily Mentone, the Authorized Signer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and 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 Corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of June, 1993.

Zelvia Lara
Notary Public

My Commission expires:

Oct 7, 1996



CONSENT OF MORTGAGEE

MIDWEST BANK OF HINSDALE, being the Mortgagee under the terms of a certain Mortgage dated February 26, 1993 and recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, on March 12, 1993, as Document No. R93-048011, does hereby consent to the recording of the foregoing Declaration of Easements, Restrictions and Covenants for the Covington Court Community Association and agrees that the lien of said Mortgage shall be subject and subordinate to each and all of the terms and provisions of the foregoing Declaration and the Exhibits appended thereto.

IN WITNESS HEREOF, MIDWEST BANK OF HINSDALE, as Mortgagee aforesaid, has caused its corporate seal to be affixed hereunto and has executed this instrument, this 17th day of June, 1993.

MIDWEST BANK OF HINSDALE

By: [Signature]

Its: [Signature]

ATTEST:

By: [Signature]

Its: [Signature]

JOINDER

NBD BANK, Successor Trustee to —
/NBD TRUST COMPANY OF ILLINOIS (Successor Trustee to the Citizens Bank and Trust Company), an Illinois banking corporation, not personally, but solely as Trustee under Trust Agreement dated August 10, 1985 and known as Trust Number 66-5331, the owner of the following described real estate located within the Premises ("Lot 1") hereby joins in the foregoing Amended and Completely Restated Declaration of Easements, Restrictions and Covenants for the Covington Court Community Association, (the "Declaration") intending hereby to bind any interest it, and its legal representatives, successors and assigns may have in Lot 1, and intending hereby also to subject Lot 1 to the easements, covenants, conditions and restrictions provided in the Declaration:

Lot 1 in Whitehall Park, being a subdivision of Part of the Fractional Section 34, Lying North and South of the Indian Boundary Line of Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 30, 1984 as Document R84-40190, in DuPage County, Illinois, and commonly known as 1950 W. 35th Street, Oak Brook, Illinois.

Permanent Tax No.: 06-34-107-007

Commonly known as: 404 Bridgeway Court
Oak Brook, Illinois 60521

NBD BANK, Successor Trustee to
NBD TRUST COMPANY OF ILLINOIS,
not personally, but as Trustee
as aforesaid

BY: *Stanley Q. Young*
Its: Assistant Vice President

ATTEST:

By: *Quitch V. Batzel*
Its: Assistant Vice President

This instrument is executed by NBD BANK, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by NBD BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD BANK by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

JOINDER

NBD BANK, Successor Trustee to —
/NBD TRUST COMPANY OF ILLINOIS (Successor Trustee to the Citizens Bank and Trust Company), an Illinois banking corporation, not personally, but solely as Trustee under Trust Agreement dated August 10, 1985 and known as Trust Number 66-5331, the owner of the following described real estate located within the Premises ("Lot 1") hereby joins in the foregoing Amended and Completely Restated Declaration of Easements, Restrictions and Covenants for the Covington Court Community Association, (the "Declaration") intending hereby to bind any interest it, and its legal representatives, successors and assigns may have in Lot 1, and intending hereby also to subject Lot 1 to the easements, covenants, conditions and restrictions provided in the Declaration:

Lot 1 in Whitehall Park, being a subdivision of Part of the Fractional Section 34, Lying North and South of the Indian Boundary Line of Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 30, 1984 as Document R84-40190, in DuPage County, Illinois, and commonly known as 1950 W. 35th Street, Oak Brook, Illinois.

Permanent Tax No.: 06-34-107-007

Commonly known as: 404 Bridgeway Court
Oak Brook, Illinois 60521

NBD BANK, Successor Trustee to
NBD TRUST COMPANY OF ILLINOIS,
not personally, but as Trustee
as aforesaid

By: *Deborah A. Tennyson*
Its: Assistant Vice President

ATTEST:

By: *Deborah V. Batzel*
Its: Assistant Vice President

This instrument is executed by NBD BANK, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by NBD BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD BANK by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

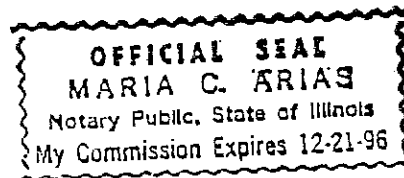
I, Maria C. Arias, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Dorochoy A. Denning, Asst. Vice President of *NBD TRUST COMPANY OF ILLINOIS, and Judith V. Batzel, Asst. Vice President Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT President and ASSISTANT VICE PRESIDENT 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 Corporation, for the uses and purposes therein set forth; and the said ASSISTANT VICE PRESIDENT Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of June, 1993.

Maria C. Arias
Notary Public

My Commission Expires:

12-21-96



*NBD Bank, Successor Trustee to NBD Trust Company of Illinois.

CONSENT OF MORTGAGEE

COLE TAYLOR BANK/YORKTOWN (formerly known as the Bank of Yorktown), being the Mortgagee under the terms of a certain Mortgage dated April 17, 1992 and recorded in the Office of the Recorder of Deeds, DuPage County, Illinois, on February 21, 1993, as Document No. R92-107351 does hereby consent to the recording of the foregoing Declaration of Easements, Restrictions and Covenants for the Covington Court Community Association and agrees that the lien of said Mortgage shall be subject and subordinate to each and all of the terms and provisions of the foregoing Declaration and the Exhibits appended thereto.

IN WITNESS WHEREOF, COLE TAYLOR BANK/YORKTOWN, as Mortgagee aforesaid, has caused its corporate seal to be affixed hereunto and has executed this instrument, this 18th day of June, 1993.

COLE TAYLOR BANK/YORKTOWN

By: [Signature]
Its: Senior Vice-President

ATTEST:

By: [Signature]
Its: Assistant Secretary

As used herein "Cole Taylor Bank/Yorktown"
shall mean Cole Taylor Bank

O.K.
[Signature]

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, Peter M. Koulogeorge, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that PAUL HAWEN, SENIOR President of COLE TAYLOR BANK/YORKTOWN, and ELIZABETH R. LYNN, ASST Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SENIOR President and ASST 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 Corporation, for the uses and purposes therein set forth; and the said ASST Secretary did also then and there acknowledge that he as custodian of the corporate seal of said Corporation did affix the said corporate seal of said Corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of June, 1993.

Peter M. Koulogeorge
Notary Public

My Commission Expires:
1-25-94



As used herein "Cole Taylor Bank/Yorktown" shall mean Cole Taylor Bank

CONSENT BY VILLAGE OF OAK BROOK

The undersigned Village of Oak Brook, a municipal corporation, does hereby consent to the recording of the foregoing Amended and Completely Restated Declaration of Easements, Restrictions and Covenants for the Covington Court Community Association (the "Declaration") solely for the purpose of (i) acknowledging that it has received a copy of the foregoing Declaration in which it is granted certain rights as a third party beneficiary, (ii) indicating its consent to and approval of the Declaration as to any rights granted to the Village of Oak Brook.

IN WITNESS WHEREOF, the undersigned Village of Oak Brook has caused this instrument to be executed by its proper corporate officers thereunto duly authorized as of the day and year first above written.

VILLAGE OF OAK BROOK,
DuPage and Cook Counties,
Illinois, a municipal
corporation

By: Karen M. Busby
President

ATTEST:

Linda Klannella
Village Clerk

EXHIBIT A

THE PREMISES

Lots 1 through 23, all in Whitehall Park, being a subdivision of part of the fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 30, 1984 as Document No. R84-40190, in DuPage County, Illinois.

Permanent Tax No.: 06-34-107-007 (Lot 1)
06-34-107-008 (Lot 2)
06-34-206-001 (Lot 3)
06-34-206-002 (Lot 4)
06-34-206-003 (Lot 5)
06-34-201-059 (Lot 23)
06-34-201-060 (Lot 22)
06-34-201-061 (Lot 21)
06-34-201-062 (Lot 20)
06-34-201-063 (Lot 19)
06-34-201-064 (Lot 18)
06-34-201-065 (Lot 17)
06-34-201-066 (Lot 16)
06-34-201-067 (Lot 15)
06-34-201-068 (Lot 14)
06-34-201-069 (Lot 13)
06-34-201-070 (Lot 12)
06-34-201-071 (Lot 11)
06-34-201-072 (Lot 10)
06-34-201-073 (Lot 9)
06-34-201-074 (Lot 8)
06-34-201-075 (Lot 7)
06-34-201-076 (Lot 6)

Commonly known as: 404 Bridgeway Court (Lot 1)
and
1950 W. 35th Street (Lots 2 through 23)
Oak Brook, Illinois

EXHIBIT B

DECLARANT'S REAL ESTATE

Lots 2 through 23, all in Whitehall Park, being a subdivision of part of the fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 30, 1984 as Document No. R84-40190, in DuPage County, Illinois.

Permanent Tax No.: 06-34-107-008 (Lot 2)
06-34-206-001 (Lot 3)
06-34-206-002 (Lot 4)
06-34-206-003 (Lot 5)
06-34-201-059 (Lot 23)
06-34-201-060 (Lot 22)
06-34-201-061 (Lot 21)
06-34-201-062 (Lot 20)
06-34-201-063 (Lot 19)
06-34-201-064 (Lot 18)
06-34-201-065 (Lot 17)
06-34-201-066 (Lot 16)
06-34-201-067 (Lot 15)
06-34-201-068 (Lot 14)
06-34-201-069 (Lot 13)
06-34-201-070 (Lot 12)
06-34-201-071 (Lot 11)
06-34-201-072 (Lot 10)
06-34-201-073 (Lot 9)
06-34-201-074 (Lot 8)
06-34-201-075 (Lot 7)
06-34-201-076 (Lot 6)

Commonly known as: 1950 W. 35th Street (Lots 2 through 23)
Oak Brook, Illinois

EXHIBIT C

COVENANTS, RESTRICTIONS, CONDITIONS
AND EASEMENTS OF RECORD

1. Storm sewer easements created by "Easement Agreement for Storm Sewers" dated July 23, 1979, recorded as Document No. R79-74437 on August 20, 1979, thereafter three times amended as follows:
 - (a) As amended by easement agreement entitled "First Amendment to Easement Agreement for Storm Sewers; First Amendment to Easement Agreement for Water Mains and Pathway; and First Amendment to Easement Agreement for Sanitary Sewers" and dated July 22, 1981, recorded as Document No. R 81-55562 on October 14, 1981.
 - (b) As further amended by easement agreement entitled "Second Amendment to Easement Agreement for Storm Sewers" and dated March 23, 1982, recorded as Document No. R82-12100 on March 31, 1982.
 - (c) As further amended by easement agreement entitled "Second Amendment to Easement Agreement for Water Mains & Pathway; Second Amendment to Easement Agreement for Sanitary Sewers; and Third Amendment to Easement Agreement for Storm Sewers" and dated February 1, 1984, recorded as Document No. R84-16006 on March 1, 1984.
2. Water Main and pathway easements created by "Easement Agreement For Water Mains and Pathway" dated July 23, 1979, and recorded as Document No. R79-74439 on August 30, 1979, as thereafter twice amended as follows:
 - (a) As amended by easement agreement entitled "First Amendment to Easement Agreement for Storm Sewers; First Amendment to Easement Agreement for Water Mains and Pathway; and First Amendment to Easement Agreement for Sanitary Sewers" and dated July 22, 1981, recorded as Document No. R81-55562 on October 14, 1981.
 - (b) As further amended by easement agreement entitled "Second Amendment to Easement Agreement for Water Mains & Pathway; Second Amendment to Easement Agreement for Sanitary Sewers; and Third Amendment to Easement Agreement for Storm Sewers" dated February 1, 1984, recorded as Document No. R84-16006 on March 1, 1984.

Subject to partial release of Water Main Easement No. 1 as follows:

"First Partial Release of Easement by Village of Oak Brook" dated December 13, 1983, and recorded as Document No. R83-92024 on December 16, 1983.

3. Sanitary sewer main easements created by "Easement Agreement for Sanitary Sewers" dated July 23, 1979, and recorded as Document No. R79-76293 on August 24, 1979, as thereafter twice amended as follows:
 - (a) As amended by easement agreement entitled "First Amendment to Easement Agreement for Storm Sewers; First Amendment to Easement Agreement for Water Mains and Pathway; and First Amendment to Easement Agreement for Sanitary Sewers" and dated July 22, 1981, recorded as Document No. R81-55562 on October 14, 1981.
 - (b) As further amended by easement agreement entitled "Second Amendment to Easement Agreement for Water Mains and Pathway; Second Amendment to Easement Agreement for Sanitary Sewers; and Third Amendment to Easement Agreement for Storm Sewers" and dated February 1, 1984, recorded as Document No. R84-16006 on March 1, 1984.
4. Storm water drainage and detention easements created by "Easement Agreement for Storm Water Detention, Retention and Drainage" dated July 23, 1979, and recorded as Document No. R79-74438 on August 20, 1979, and thereafter twice amended as follows:
 - (a) As amended by agreement entitled "First Amendment to Easement Agreement for Storm Water Detention, Retention and Drainage" dated November 6, 1980 and recorded as Document No. R81-04408 on January 23, 1981.
 - (b) As further amended by agreement entitled "Second Amendment to Easement Agreement for Storm Water Detention, Retention and Drainage" dated July 22, 1981 and recorded as Document No. R81-52415 on September 25, 1981.
5. Sanitary sewer easements created by "Easement Agreement for Sanitary Sewers" dated February 1, 1984 and recorded as Document No. R84-40189 on May 30, 1984.
6. Easement over private paths and roadways created by "Easement Grant Over Private Paths and Private Roadways" dated February 1, 1984 and recorded as Document No. R84-16008 on March 1, 1984.
7. Pathway easement created by "Public Bicycle and Pedestrian Path Easement Grant" dated February 1, 1984 and recorded as Document No. R84-16009 on March 1, 1984.
8. Water main easements created by "Water Main Easement Agreement" dated February 1, 1984 and recorded as Document No. R84-16010 on March 1, 1984.
9. Gas main easement created by "Northern Illinois Gas Company, Gas Main Easement" dated February 1, 1984 and recorded as

10. "Agreement to apportion Maintenance Costs of Storm Water Detention, Retention and Drainage" dated February 1, 1984, by and among an Association of Franciscan Fathers, LaSalle National Bank as Trustee of Trust No. 104575, Whitehall Park Development Corporation and the Village of Oak Brook, and recorded as Document No. R84-16007 on March 1, 1984.
11. Public utility easements and other matters shown on the Plat of Subdivision for Whitehall Park recorded as Document No. R84-40190 on May 30, 1984.

EXHIBIT D

RESUBDIVISION AREA

Lot 1 and Lots 20 through 23, all in Whitehall Park, being a subdivision of part of the fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded May 30, 1984 as Document No. R84-40190, in DuPage County, Illinois.

Permanent Tax No.: 06-34-107-007 (Lot 1)
06-34-201-059 (Lot 23)
06-34-201-060 (Lot 22)
06-34-201-061 (Lot 21)
06-34-201-062 (Lot 20)

Commonly known as: 404 Bridgeway Court (Lot 1)
and "
1950 W. 35th Street (Lots 20-23)
Oak Brook, Illinois

EXHIBIT E

COMMUNITY AREA

That part of Lot 23 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, described as follows:

Beginning at the Southeast Corner of Lot 5 in said Whitehall Park Subdivision; thence North $02^{\circ}03'42''$ West, a distance of 5.00 feet; thence North $87^{\circ}56'18''$ East, a distance of 20.50 feet to a point of curvature; thence Northerly along a curve to the left of the last described course extended and having a radius of 7.50 feet, an arc length of 11.78 feet to a point of tangency; thence North $02^{\circ}03'42''$ West, a distance of 25.50 feet; thence North $87^{\circ}56'18''$ East, a distance of 10.00 feet; thence North $02^{\circ}03'42''$ West, a distance of 66.89 feet to a point of curvature; thence Northeasterly along a curve to the right of the last described course extended and having a radius of 125.00 feet, an arc length of 32.76 feet to a point of reverse curvature; thence Northerly along a curve to the left of the last described curve extended and having a radius of 80.00 feet, an arc length of 20.97 feet to a point of tangency; thence North $02^{\circ}03'42''$ West, a distance of 29.00 feet to a point of curvature; thence Northeasterly along a curve to the right of the last described course extended and having a radius of 261.00 feet, an arc length of 98.81 feet; thence North $63^{\circ}06'24''$ West along a non tangent line, a distance of 38.09 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 238.00 feet, an arc length of 134.11 feet to a point of cusp; thence Northwesterly, Northeasterly and Southeasterly along a curve concave to the South and having a radius of 65.00 feet and a chord bearing of North $65^{\circ}52'06''$ East, an arc length of 338.45 feet to a point of cusp; thence Southeasterly along a curve concave to the Northeast and having a radius of 172.00 feet and a chord bearing of South $48^{\circ}15'23''$ East, an arc length of 89.16 feet to a point of tangency; thence South $63^{\circ}06'24''$ East, a distance of 38.09 feet to a point on a curve; thence Northeasterly along a curve concave to the Southeast and having a radius of 261.00 feet and a chord bearing of North $42^{\circ}03'43''$ East, an arc length of 72.02 feet to a point of reverse curvature; thence Northerly along a curve to the left of the last described curve extended and having a radius of 237.00 feet, an arc length of 108.92 feet to a point of reverse curvature; thence Northeasterly along a curve to the right of the last described curve extended and having a radius of 144.83 feet, an arc length of 96.65 feet to a point of tangency; thence North $61^{\circ}52'04''$ East, a distance of 174.01 feet to a point of curvature; thence Northeasterly along a curve to the left of the last described course extended and having a radius of 124.00 feet, an arc length of 194.78 feet to a point of tangency; thence North $28^{\circ}07'56''$ West, a distance of 34.00 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 139.00 feet, an arc length of 62.84 feet to a point of cusp.

Northwesterly along a curve to the left of the last described curve extended and having a radius of 147.00 feet, an arc length of 178.06 feet to a point of tangency; thence North $71^{\circ}37'54''$ West, a distance of 57.92 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 300.00 feet, an arc length of 100.25 feet to a point of compound curvature; thence Northerly, Easterly, and Southerly along a curve to the right of the last described curve extended and having a radius of 65.00 feet, an arc length of 296.65 feet, thence South $71^{\circ}37'54''$ East along a non tangent line, a distance of 71.12 feet to a point of curvature; thence Southerly along a curve to the right of the last described course extended and having a radius of 213.00 feet, an arc length of 258.00 feet to a point of reverse curvature; thence Southeasterly along a curve to the left of the last described curve extended and having a radius of 73.00 feet, an arc length of 33.00 feet to a point of tangency; thence South $28^{\circ}07'56''$ East, a distance of 34.00 feet to a point of curvature; thence Southerly, and Southwesterly along a curve to the right of the last described course extended and having a radius of 190.00 feet, an arc length of 298.45 feet to a point of tangency; thence South $61^{\circ}52'04''$ West, a distance of 174.01 feet to a point of curvature; thence Southwesterly along a curve to the left of the last described course extended and having a radius of 78.83 feet, an arc length of 52.61 feet to a point of reverse curvature; thence Southwesterly along a curve to the right of the last described curve extended and having a radius of 303.00 feet, an arc length of 139.26 feet to a point of reverse curvature; thence Southwesterly along a curve to the left of the last described curve extended and having a radius of 195.00 feet, an arc length of 45.37 feet; thence South $63^{\circ}06'24''$ East along a non tangent line, a distance of 40.19 feet to a point of curvature; thence Easterly along a curve to the left of the last described course extended and having a radius of 237.00 feet, an arc length of 112.95 feet to a point of cusp; thence Northeasterly, Southerly, and Westerly along a curve concave to the Southeast and having a radius of 65.00 feet and a chord bearing of South $12^{\circ}57'32''$ East, an arc length of 337.72 feet to a point of cusp; thence Northwesterly along a curve concave to the North and having a radius of 303.00 feet and a chord bearing of North $78^{\circ}08'30''$ West, an arc length of 159.02 feet to a point of tangency; thence North $63^{\circ}06'24''$ West, a distance of 40.19 feet to a point on a curve; thence Southerly along a curve concave to the East and having a radius of 195.00 feet and a chord bearing of South $07^{\circ}32'39''$ West, an arc length of 65.38 feet to a point of tangency; thence South $02^{\circ}03'42''$ East, a distance of 29.00 feet to a point of curvature; thence Southerly along a curve to the left of the last described course extended and having a radius of 80.00 feet, an arc length of 20.97 feet to a point of reverse curvature; thence Southerly along a curve to the right of the last described curve extended and having a radius of 125.00 feet, an arc length of 32.76 feet to a point of tangency; thence South $02^{\circ}03'42''$ East, a distance of 66.89 feet; thence North $87^{\circ}56'18''$ East, a distance of 10.00 feet; thence South $02^{\circ}03'42''$ East, a distance of 25.50 feet to a point of curvature; thence Southeasterly along a curve to the left of the last described course extended and having a radius of

thence North 87°56'18" East, a distance of 20.50 feet; thence South 02°03'42" East, a distance of 5.00 feet; thence South 87°56'18" West, a distance of 156.00 feet to the place of beginning.

Excepting therefrom the area described on Exhibit F attached hereto as the Temporary Ingress and Egress Easement.

TOGETHER WITH:

That part of Lot 23 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois described as follows:

Commencing at the Southeast Corner of Lot 5 in said Whitehall Park Subdivision; thence North 02°03'42" West, a distance of 5.00 feet; thence North 87°56'18" East, a distance of 20.50 feet to a point of curvature; thence Northerly along a curve to the left of the last described course extended and having a radius of 7.50 feet, an arc length of 11.78 feet to a point of tangency; thence North 02°03'42" West, a distance of 25.50 feet; thence North 87°56'18" East, a distance of 10.00 feet; thence North 02°03'42" West, a distance of 66.89 feet to a point of curvature; thence Northeasterly along a curve to the right of the last described course extended and having a radius of 125.00 feet, an arc length of 32.76 feet to a point of reverse curvature; thence Northerly along a curve to the left of the last described curve extended and having a radius of 80.00 feet, an arc length of 20.97 feet to a point of tangency; thence North 02°03'42" West, a distance of 29.00 feet to a point of curvature; thence Northeasterly along a curve to the right of the last described course extended and having a radius of 261.00 feet, an arc length of 98.81 feet; thence North 63°06'24" West along a non tangent line, a distance of 38.09 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 238.00 feet, an arc length of 134.11 feet to a point of cusp; thence Northwesterly, Northeasterly and Southeasterly along a curve concave to the South and having a radius of 65.00 feet and a chord bearing of North 65°52'06" East, an arc length of 338.45 feet to a point of cusp; thence Southeasterly along a curve concave to the Northeast and having a radius of 172.00 feet and chord bearing of South 48°15'23" East, an arc length of 89.16 feet to a point of tangency; thence South 63°06'24" East, a distance of 38.09 feet to a point on a curve; thence Northeasterly along a curve concave to the Southeast and having a radius of 261.00 feet and a chord bearing of North 42°03'43" East, an arc length of 72.02 feet to a point of reverse curvature; thence Northerly along a curve to the left of the last described curve extended and having a radius of 237.00 feet, an arc length of 108.92 feet to a point of reverse curvature; thence Northeasterly along a curve to the right of the last described curve extended and having a radius of 144.83 feet, an arc length of 96.65 feet to a point of tangency; thence North 61°52'04" East, a distance of 174.01 feet to a point of curvature; thence Northeasterly along a curve to the left of the last described course extended and having a radius of 124.00 feet, an arc length of 194.78 feet to a point of

28°07'56" West, a distance of 34.00 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 139.00 feet, an arc length of 62.84 feet to a point of reverse curvature; thence Northwesterly along a curve to the left of the last described curve extended and having a radius of 147.00 feet, an arc length of 178.06 feet to a point of tangency; thence North 71°37'54" West, a distance of 57.92 feet to the place of beginning; thence continuing North 71°37'54" West, a 4.55 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 386.00 feet, an arc length of 168.14 feet; thence North 43°19'35" East, along a non tangent line, a distance of 66.00 feet to a point on a curve; thence Southerly along a curve to the left having a radius of 65.00 feet and a chord bearing of South 09°04'18" East, an arc length of 98.53 feet to a point of compound curvature; thence Southeasterly along a curve to the left of the last described curve extended and having a radius of 300.00 feet, an arc length of 100.25 feet to the place of beginning.

AND TOGETHER WITH:

That part of Lot 23 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, described as follows:

Commencing at the Southeast corner of Lot 5 in said Whitehall Park Subdivision; thence North 02°03'42" West, a distance of 5.00 feet; thence North 87°56'18" East, a distance of 20.50 feet to a point of curvature; thence Northerly along a curve to the left of the last described course extended and having a radius of 7.50 feet, an arc length of 11.78 feet to a point of tangency; thence North 02°03'42" West, a distance of 25.50 feet; thence North 87°56'18" East, a distance of 10.00 feet; thence North 02°03'42" West, a distance of 66.89 feet to a point of curvature; thence Northeasterly along a curve to the right of the last described course extended and having a radius of 125.00 feet, an arc length of 32.76 feet to a point of reverse curvature; thence Northerly along a curve to the left of the last described curve extended and having a radius of 80.00 feet, an arc length of 20.97 feet to a point of tangency; thence North 02°03'42" West, a distance of 29.00 feet to a point of curvature; thence Northeasterly along a curve to the right of the last described course extended and having a radius of 261.00 feet, an arc length of 98.81 feet; thence North 63°06'24" West along a non tangent line, a distance of 38.09 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 238.00 feet, an arc length of 134.11 feet to a point of cusp; thence Northwesterly, Northeasterly and Southeasterly along a curve concave to the South and having a radius of 65.00 feet and a chord bearing of North 65°52'06" East, an arc length of 338.45 feet to a point of cusp; thence Southeasterly along a curve concave to the Northeast and having a radius of 172.00 feet and chord bearing of

tangency; thence South $63^{\circ}06'24''$ East, a distance of 38.09 feet to a point on a curve; thence Northeasterly along a curve concave to the Southeast and having a radius of 261.00 feet and a chord bearing of North $42^{\circ}03'43''$ East, an arc length of 72.02 feet to a point of reverse curvature; thence Northerly along a curve to the left of the last described curve extended and having a radius of 237.00 feet, an arc length of 108.92 feet to a point of reverse curvature; thence Northeasterly along a curve to the right of the last described curve extended and having a radius of 144.83 feet, an arc length of 96.65 feet to a point of tangency; thence North $61^{\circ}52'04''$ East, a distance of 174.01 feet to a point of curvature; thence Northeasterly along a curve to the left of the last described course extended and having a radius of 124.00 feet, an arc length of 115.22 feet to a place of beginning; thence North $12^{\circ}03'52''$ West, along a non tangent line, a distance of 89.09 feet; thence South $28^{\circ}07'56''$ East, along a non tangent line, 11.40 feet to a point of curvature; thence Southerly along a curve to the right of the last described course extended and having a radius of 124.00 feet, an arc length of 79.56 feet to the place of beginning.

EXHIBIT F

TEMPORARY ACCESS AREA

That part of Lot 23 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, described as follows:

Commencing at the Southeast corner of Lot 5 in said Whitehall Park Subdivision; thence North $02^{\circ}03'42''$ West, a distance of 5.00 feet; thence North $87^{\circ}56'18''$ East, a distance of 20.50 feet to a point of curvature; thence Northerly along a curve to the left of the last described course extended and having a radius of 7.50 feet, an arc length of 11.78 feet to a point of tangency; thence North $02^{\circ}03'42''$ West, a distance of 25.50 feet; thence North $87^{\circ}56'18''$ East, a distance of 10.00 feet; thence North $02^{\circ}03'42''$ West, a distance of 66.89 feet to a point of curvature; thence Northeasterly along a curve to the right of the last described course extended and having a radius of 125.00 feet, an arc length of 32.76 feet to a point of reverse curvature; thence Northerly along a curve to the left of the last described curve extended and having a radius of 80.00 feet, an arc length of 20.97 feet to a point of tangency; thence North $02^{\circ}03'42''$ West, a distance of 29.00 feet to a point of curvature; thence Northeasterly along a curve to the right of the last described course extended and having a radius of 261.00 feet, an arc length of 98.81 feet; thence North $63^{\circ}06'24''$ West along a non tangent line, a distance of 38.09 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 238.00 feet, an arc length of 134.11 feet to a point of cusp; thence Northwesterly, Northeasterly and Southeasterly along a curve concave to the South and having a radius of 65.00 feet and a chord bearing of North $65^{\circ}52'06''$ East, an arc length of 338.45 feet to a point of cusp; thence Southeasterly along a curve concave to the Northeast and having a radius of 172.00 feet and a chord bearing of South $48^{\circ}15'23''$ East, an arc length of 89.16 feet to a point of tangency; thence South $63^{\circ}06'24''$ East, a distance of 38.09 feet to a point on the curve; thence Northeasterly along a curve concave to the Southeast and having a radius of 261.00 feet and a chord bearing of North $42^{\circ}03'43''$ East, an arc length of 72.02 feet to a point of reverse curvature; thence Northerly along a curve to the left of the last described curve extended and having a radius of 237.00 feet, an arc length of 108.92 feet to a point of reverse curvature; thence Northeasterly along a curve to the right of the last described curve extended and having a radius of 144.83 feet, an arc length of 96.65 feet to a point of tangency; thence North $61^{\circ}52'04''$ East, a distance of 174.01 feet to a point of curvature; thence Northeasterly along a curve to the left of the last described course extended and having a radius of 124.00 feet, an arc length of 194.78 feet to a point of tangency; thence North $28^{\circ}07'56''$ West, a distance of 34.00 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 139.00 feet, an arc length of 62.81 feet to a point of tangency;

Northwesterly along a curve to the left of the last described curve extended and having a radius of 147.00 feet, an arc length of 178.06 feet to a point of tangency; thence North $71^{\circ}37'54''$ West, a distance of 57.92 feet to a point of curvature; thence Northwesterly along a curve to the right of the last described course extended and having a radius of 300.00 feet, an arc length of 100.25 feet to a point of compound curvature; thence Northerly along a curve to the right of the last described curve extended and having a radius of 65.00 feet, an arc length of 98.53 feet to the place of the beginning; thence continuing Northerly, Easterly, and Southerly along said curve to the right having a radius of 65.00 feet, an arc length of 198.00 feet to a point on a curve; thence Northwesterly along a curve to the right, concave to the Northeast, having a radius of 320.00 feet, a chord bearing of North $58^{\circ}22'48''$ West, a chord length of 129.85 feet, an arc length of 130.76 feet to the place of beginning.

EXHIBIT G

STORM WATER DRAINAGE AND DETENTION EASEMENT AREAS

PRIVATE STORM SEWER EASEMENT NO. 1

That part of Lots 12 and 13 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, being a strip of land 20 feet wide 10 feet on each side of the property line between said Lots 12 and 13 described as follows:

The Northeasterly 10 feet of Lot 12 (except the Southerly 15 feet) and the Southwesterly 10 feet of Lot 13 (except the Southerly 15 feet).

PRIVATE STORM SEWER EASEMENT NO. 2

That part of Lot 12 and Lot 10 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, being a strip of land 20 feet wide, the centerline of which is described as follows:

Commencing at the most Easterly corner of said Lot 12; thence South 67°00'25" West, a distance of 30.00; thence North 22°59'35" West, a distance of 2.00 feet for a place of beginning; thence South 75°52'58" West, a distance of 45.37 feet; thence South 87°09'15" West, a distance of 25.91 feet; thence North 72°57'43" West, a distance of 61.66 feet; thence North 56°46'09" West, a distance of 91.94 feet to the terminus of said Centerline.

STORM WATER DETENTION/SEWER EASEMENT

That part of Lots 16 through 22 both inclusive in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, described as follows:

Commencing at the Northeast corner of said Lot 16; thence South 00°43'49" East along the Westerly line of Trinity Lakes Unit 1 being a subdivision of said Section 34, recorded as Document No. R79-74435 in DuPage County, Illinois, a distance of 29.00 feet for the place of beginning; thence South 89°16'11" West, a distance of 10.25 feet; thence North 00°43'49" West, a distance of 96.60 feet; thence South 76°18'49" West, a distance of 110.00 feet; thence North 10°49'38" West, a distance of 152.51 feet; thence South 63°07'30" West, a distance of 148.04 feet to a point on a curve; thence Northwesterly along a curve concave to the Southwest having a radius of 213.00 feet a chord bearing of North 34°09'52" West.

non tangent line, a distance of 123.61 feet; thence North 22°09'51" West, a distance of 86.75 feet; thence North 65°39'38" West, a distance of 118.16 feet; thence North 54°12'05" West, a distance of 166.12 feet; thence North 33°12'06" West, a distance of 87.90 feet; thence South 89°16'11" West, a distance of 93.37 feet; thence North 00°43'50" West, a distance of 10.00 feet; thence North 89°16'11" East, a distance of 97.27 feet to a point on the Westerly line of said Trinity Lakes Unit 1; thence South 33°12'06" East, along the Westerly line of said Trinity Lakes Unit 1, a distance of 88.90 feet; thence South 54°12'05" East along the Westerly line of said Trinity Lakes Unit 1, a distance of 168.00 feet; thence South 72°17'45" East, a distance of 126.49 feet; thence North 89°16'11" East, a distance of 94.34 feet; thence North 00°43'48" West, a distance of 10.00 feet to a point on the Southerly line of said Trinity Lakes Unit 1; thence North 89°16'11" East along the Southerly line of said Trinity Lakes Unit 1, a distance of 20.00 feet; thence South 00°43'48" East, a distance of 10.00 feet; thence North 89°16'11" East, a distance of 65.40 feet; thence South 00°43'49" East, a distance of 189.36 feet; thence North 76°18'49" East, a distance of 10.52 feet to a point on the Westerly line of said Trinity Lakes Unit 1; thence South 00°43'49" East along the Westerly line of said Trinity Lakes Unit 1, a distance of 140.00 feet to the place of the beginning.

EXHIBIT H

STORM WATER CONVEYANCE AND MAINTENANCE EASEMENT AREAS

STORM WATER CONVEYANCE AND MAINTENANCE EASEMENT NO. 1

That part of Lot 5 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, recorded as Document No. R84-40190 and described as follows:

Beginning at the Southerly most Southeasterly corner of said Lot 5 in Whitehall Park Subdivision; thence South $87^{\circ}56'18''$ West along the South line of said Lot 5, a distance of 63.16 feet; thence North $2^{\circ}03'42''$ West along a line normal to the last described line, a distance of 35.08 feet; thence North $57^{\circ}46'09''$ East, a distance of 63.79 feet; thence North $87^{\circ}56'18''$ East along a line normal to the East line of said Lot 5, a distance of 46.01 feet to said East line of Lot 5; thence the following six courses along said East line of Lot 5; thence South $2^{\circ}03'42''$ East, a distance of 29.14 feet; thence South $87^{\circ}56'18''$ West, a distance of 10.00 feet; thence South $2^{\circ}03'42''$ East, a distance of 25.50 feet to a point of curvature; thence Southerly along a curve concave to the Northwest, having a radius of 7.50 feet, for a distance of 11.78 feet to a point of tangency; thence South $87^{\circ}56'18''$ West, a distance of 20.50 feet; thence South $2^{\circ}03'42''$ East, a distance of 5.00 feet to the point of beginning.

STORM WATER CONVEYANCE AND MAINTENANCE EASEMENT NO. 2

Those parts of Lots 6, 7, 8 and 9 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, recorded as Document No. R84-40190 and described as follows:

Beginning at the Southerly most Southwesterly corner of Lot 6 in said Whitehall Park Subdivision; thence the following six courses along the West line of said Lot 6; thence North $2^{\circ}03'42''$ West, a distance of 5.00 feet; thence South $87^{\circ}56'18''$ West, a distance of 20.50 feet to a point of curvature; thence Northerly along a curve concave to the Northeast, having a radius of 7.50 feet, for a distance of 11.78 feet to a point of tangency; thence North $2^{\circ}03'42''$ West, a distance of 25.50 feet, thence South $87^{\circ}56'18''$ West, a distance of 10.00 feet; thence North $2^{\circ}03'42''$ West, a distance of 62.78 feet; thence North $87^{\circ}56'18''$ East along a line normal to the last described line, a distance of 71.74 feet; thence South $76^{\circ}15'30''$ East, a distance of 236.54 feet; thence North $60^{\circ}14'54''$ East, a distance of 196.51 feet to the East line of said Whitehall Park Subdivision; thence South $9^{\circ}22'05''$ East along said East line of Whitehall Park Subdivision; a distance of 128.72 to the Southeast Corner of Lot 8, said point also being on the Northerly right-of-way line of Thirty Fifth Street; thence South $87^{\circ}56'18''$ West along said Northerly right-of-way line of Thirty

EXHIBIT I

TEMPORARY PRIVATE WATER SERVICE EASEMENTS

That part of Lot 23 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, described as follows:

Commencing at the Western most corner of Lot 14 in said Whitehall Park, thence Southwesterly along a curve concave to the Northwest having a radius of 190.00 feet and a chord bearing of South 38°43'56" West, a distance of 6.61 feet; thence North 17°19'16" West, a distance of 24.07 feet to point E; thence continuing North 17°19'16" West, a distance of 33.63 feet; thence North 22°47'10" West, a distance of 69.64 feet; thence North 22°55'50" West, a distance of 130.38 feet to point F; thence continuing North 22°55'50" West a distance of 35.00 feet; thence North 40°39'41" West, a distance of 20.00 feet to point G; thence continuing North 40°39'41" West, a distance of 80.86 feet to point H; thence continuing North 40°39'41" West, a distance of 37.00 feet to point I; thence continuing 40°39'41" West, a distance of 30.00 feet; thence North 33°21'16" West, a distance of 108.00 feet to point J; thence continuing North 33°21'16" West a distance of 58.90 feet; thence North 48°19'35" West, a distance of 92.70 feet; thence North 61°49'20" West, a distance of 43.27 feet; thence North 83°26'13" West, a distance of 7.00 feet to point K; and also the above described points are points of beginning for the following described parcels:

Parcel E: A 10 foot water service easement the centerline of which begins at the hereinabove described point E; thence North 75°18'18" East, a distance of 28.67 feet to the terminus of said centerline of the easement being a point on the Westerly line of Lot 14 in said Whitehall Park.

Parcel F: A 10 foot water service easement the centerline of which begins at the hereinabove described point F; thence North 77°07'18" East, a distance of 95.63 feet to the terminus of said centerline of the easement being a point on the Westerly line of Lot 17 in said Whitehall Park.

Parcel G: A 10 foot water service easement the centerline of which begins at the hereinabove described point G; thence North 62°49'12" East, a distance of 117.50 feet to the terminus of said centerline of the easement being a point on the Westerly line of Lot 18 in said Whitehall Park.

Parcel H: A 10 foot water service easement the centerline of which begins at the hereinabove described point H; thence North 48°40'33" East, a distance of 123.37 feet to the terminus of said centerline of the easement being a point on the Southwesterly line of Lot 19 in said Whitehall Park.

- Parcel I: A 10 foot water service easement the centerline of which begins at the hereinabove described point I; thence North $18^{\circ}28'14''$ East, a distance of 89.44 feet to the terminus of said centerline of the easement being a point on the Southwesterly line of Lot 20 in said Whitehall Park.
- Parcel J: A 10 foot water service easement the centerline of which begins at the hereinabove described point J; thence North $13^{\circ}20'26''$ East, a distance of 80.96 feet to the terminus of said centerline of the easement being a point on the Southerly line of Lot 21 in said Whitehall Park.
- Parcel K: A 10 foot water service easement the centerline of which begins at the hereinabove described point K; thence North $15^{\circ}38'04''$ East, a distance of 15.89 feet to the terminus of said centerline of the easement being a point on the Southwesterly line of Lot 22 in said Whitehall Park.

EXHIBIT J

TEMPORARY EASEMENT FOR SANITARY SEWER SERVICE

That part of Lot 23 in Whitehall Park being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, being a strip of land 10 feet wide, the centerline of which is described as follows:

Commencing at the Northern most corner of Lot 12 in said Whitehall Park Subdivision; thence South $61^{\circ}52'04''$ West along the Northerly line of said Lot 12, a distance of 82.65 feet for the place of beginning; thence North $28^{\circ}07'56''$ West, a distance of 95.00 feet to the terminus of said centerline of the easement.

EXHIBIT K

LAKE MAINTENANCE EASEMENT AREA

Those parts of Lot 13 and Lot 14 in Whitehall Park, being a subdivision of part of fractional Section 34, lying North and South of the Indian Boundary Line, all in Township 39 North, Range 11 East of the Third Principal Meridian in DuPage County, Illinois, recorded as Document No. R84-40190, being a 20 foot wide strip of land, lying 10 feet on each side of the line common to said Lots 13 and 14; the side lines of said 20 foot wide strip of land to be extended or shortened to terminate on the North by the Southerly line of Whitehall Drive as shown on said Whitehall Park, and on the South by the East line of said Whitehall Park Subdivision.