

Graue Mill
Homeowners
Association

Declarations &
Covenants

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This DECLARATION, made this 30th day of September, 1976, by AMERICAN NATIONAL BANK AND TRUST COMPANY, not individually, but solely as Trustee under Trust Agreement dated September 22, 1975, and known as Trust No. 91418 (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant is the Owner of certain property in the Village of Hinsdale, County of DuPage, State of Illinois which is legally described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Development Tract"); and

WHEREAS, Developer, as hereinafter defined, desires to construct or cause to be constructed on the Development Tract in conformity with the planned development ordinance of the Village of Hinsdale, a community of residential buildings containing a total of 119 residential units to be owned by Declarant and each grantee or other successor in interest of the Declarant together with certain other amenities and recreational and other facilities located thereon to be owned and maintained as hereinafter set forth for the use and benefit of the owners and occupants of residential units located on the Development Tract; and

WHEREAS, Declarant may hereafter record, with respect to one or more portions of the Development Tract as now or hereafter constituted one or more declarations of condominium ownership in conformity with the Illinois Condominium Property Act (hereinafter referred to as the "Illinois Condominium Property Act"), pursuant to the terms of which the real estate described in such Declaration of Condominium Ownership shall be submitted to all the provisions of such Declaration and the Illinois Condominium Property Act subject, however, to all the terms, provisions covenants, restrictions, conditions, reservations, easements, liens and charges set forth in this Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, American National Bank and Trust Company is also Trustee under a separate Trust Agreement dated June 1, 1973 and known as Trust No. 77182 with respect to adjoining parcels of land as described in Exhibit B, and for purposes of this document references to "Declarant" shall include, unless the context clearly indicates otherwise, American National Bank and Trust Company, not individually, but solely as Trustee under each of the aforesaid Trust Nos. 91418 and 77182; and

WHEREAS, Declarant or Developer may, from time to time, by one or more amendments to this Declaration, add all or a portion of the property legally described in Exhibit "B" attached hereto and by this reference incorporated herein to the Development Tract and construct on any such property added to the Development Tract one or more residential buildings in conformity with the planned unit development ordinances of the Village of Hinsdale; and

WHEREAS, Declarant and Developer desire that any of the property legally described in Exhibit "B" which may hereafter be added to the Development Tract will be subject to these Covenants, Conditions and Restrictions; and

WHEREAS, Declarant desires that any conveyance of all or any portion of the Development Tract be subject to certain protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are declared to be in furtherance of Declarant's desire to promote the orderly development of the Development Tract, to protect and preserve the values, desirability, attractiveness and harmonious and proper use of the Development Tract, to provide for the maintenance of the open spaces, community buildings, swimming pool, parking areas, private roads, walkways, and any other common facilities as constructed on the Development Tract as constituted from time to time and to facilitate the proper administration thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the Development Tract to create an agency to which is delegated and assigned the powers of maintaining and administer-

ing the Development Tract and the facilities and improvements thereon, except those portions thereof which may be submitted to the provisions of the Illinois Condominium Property Act from time to time, and enforcing the covenants and conditions and restrictions and collecting and disbursing the assessments and charges hereinafter created;

NOW, THEREFORE, Declarant hereby declares that all of the Development Tract as now or hereafter constituted shall be held, sold conveyed, transferred, occupied, mortgaged and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, liens and charges hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability, attractiveness and harmonious and proper use of and administration of the Development Tract. These easements, covenants, restrictions, provisions, conditions, reservations, liens and charges shall run with the real property which comprises the Development Tract from time to time and shall be binding upon all the parties having or acquiring any right, title or interest in the Development Tract or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I

For the purpose of brevity and clarity, certain words and terms used:

Graue Mill Community: The entire planned development as may be constructed from time to time on the property legally described in Exhibit "B" as described in this Declaration including the Development Tract.

Homeowners Association: The Graue Mill Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

Development Tract: The property hereinabove referred to and legally described in Exhibit "A" which by this Declaration is submitted to the terms, conditions, covenants, restrictions, reservations, easements, liens and charges herein described and any of the property legally described in Exhibit "B" which may hereafter be added to and included in the Development Tract pursuant to the terms and conditions hereinafter set forth.

Condominium Declaration: The Declaration of Condominium Ownership by which any Residential Building constructed on the Development Tract and any portion of the Development Tract is submitted to the provisions of the Act.

Residential Building: Any Residential Building constructed on the Development Tract. In the event any Residential Building constructed on the Development Tract which, individually or together with any other portion of the Development Tract are submitted to the provisions of the Illinois Condominium Property Act then such Condominium Building shall, for the purposes of this Declaration, be referred to as a "Residential Building."

Residential Unit: A part of the Development Tract within any Residential Building and including one or more rooms, occupying one or more floors or parts thereof, designed and intended for a one-family dwelling or such other uses as are permitted by this Declaration. In the event any Residential Building in which is located one or more residential units, individually or together with any other portion of the Development Tract are submitted to the provisions of the Illinois Condominium Property Act, then the uses of such residential units shall be governed by the provisions of this Declaration and the Declaration of Condominium Ownership by which the same is submitted to the provisions of said Act and the condominium unit together with the percentage interest in the common elements of the Condominium Building established thereby shall for purposes of this Declaration, be referred to as a "Residential Unit".

Common Areas: All portions of the Development Tract except those upon which any Residential Building is now or hereafter constructed which are from time to time conveyed to the Homeowners Association.

Board: The Board of Directors of the Graue Mill Homeowners Association.

Member: Every person or entity which holds membership in the Homeowners Association.

Owner: The person or persons or entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a residential unit and their successors and assigns. For the purpose of this Declaration unless otherwise specifically provided herein, the word "Owner" shall include any trust and beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a residential unit and the beneficiary of Declarant as to all unsold residential units which are or will be constructed on the Development Tract.

Person: A natural individual, corporation, partnership, or other entity capable of holding title to or any lesser interest in real property.

Occupant: A person or persons, other than an owner, in lawful possession of one or more residential units.

Declarant: AMERICAN NATIONAL BANK AND TRUST COMPANY, not individually, but solely as Trustee.

(a) under Trust Agreement dated September 22, 1975 and known as Trust No. 91418 and, unless the context clearly indicates otherwise,

(b) under Trust Agreement dated June 1, 1973 and known as Trust No. 77182 and its successors and assigns.

Developer: Graue Mill Sales and Management, Ltd., and Illinois corporation, and its successors and assigns.

ARTICLE II COMMON AREAS

1. Developer shall select and improve or cause to be improved one or more portions of the Common Areas of the Development Tract for use as a clubhouse, swimming pool, parking areas, private streets and roads, walkways and for such other recreational and common beneficial purposes as shall be determined by Developer.

2. At any time after the recording of this Declaration, Declarant may, but in any event, not later than six (6) months after the completion and occupancy of the last residential unit on a portion of the Development Tract, the Declarant shall convey the Common Areas to an Illinois not-for-profit corporation (hereinafter the "Homeowners Association") to be formed and conducted as hereinafter described for the use and benefit of all owners and occupants of the Graue Mill Community, their guests and invitees.

3. In the event the Declarant elects, prior to a date six (6) months after the completion and occupancy of the last residential unit on any portion of the Development Tract, as the same may be constituted from time to time, to add one or more portions of the property legally described in Exhibit "B" to the Development Tract, the Declarant shall not be obligated to convey the Common Areas to the Homeowners Association as hereinabove described, until the completion and occupancy of the last residential unit on the Development Tract as it is thereby constituted by the addition of one or more portions of the property legally described in Exhibit "B". The postponement of Declarant's obligations to convey the Common Areas of the Development Tract to the Homeowners Association shall be effective as often as and so long as the Declarant continues to make additions of property to the Development Tract as herein provided.

4. Until Developer has completed its development and sale of the Graue Mill Community, the Developer shall have the right to improve the Common Areas as Developer, in its discretion, deems appropriate; provided, however, that all costs and expenses thereof shall be borne by the Developer except for maintenance assessments to be borne by owners of Residential Units in accordance with the provisions herein.

ARTICLE III THE ASSOCIATION

1. At any time before or after the recording of this Declaration, but in any event not later than the completion and occupancy of the first residential unit on a portion of the Development Tract, Developer shall organize an Illinois not-for-profit corporation to be known as the GRAUE MILL HOMEOWNERS ASSOCIATION, or a similar name, which corporation shall hold record title to the Common Areas, subject to the limitations set forth in Sections 2 and 3 of Article II. The purpose of the Association shall be to perform all of the functions provided herein and to effect that purpose the Association shall be the governing organization for the maintenance, repair, replacement, administration and operation of the Common Areas and for the levying and collection of assessments to provide funds as they may be required from time to time for such purposes and shall have and possess all such powers as shall be necessary or appropriate for the accomplishment of such duties and functions.

2. Each owner and each occupant of a residential unit in the Development Tract and their guests and invitees shall have the right and easement of ingress, egress and enjoyment in and to the Common Areas and the recreational facilities and other amenities thereon. The rights and easements aforesaid of the owners and occupants shall be subject to the terms and provisions of this Declaration, the Homeowners Associations' Articles of Incorporation, By-laws and the rules and regulations adopted from time to time by the Homeowners Association.

3. All funds collected by the Homeowners Association shall be held and expended for the purposes designated herein and in its Articles of Incorporation and in the By-laws. All such funds (except for such special assessments as may be levied against less than all of the members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in Trust for the benefit, use and account of each of the members in the ratio that the number of residential units owned by him bears to the total number of residential units in the Development Tract as the same is constituted from time to time.

ARTICLE IV
MEMBERSHIP IN THE ASSOCIATION

1. Upon the formation of the Homeowners Association, each person or entity who is an owner (as that term is hereinabove defined) of a residential unit in the Development Tract, shall be a member of the Homeowners Association, which membership shall be appurtenant to said residential unit, and each purchaser of any residential unit by acceptance of the deed therefor, covenants and agrees to become and remain a member of the Association whether or not it shall be so provided in any such deed or other conveyance; provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.

2. For the purpose of determining membership in the Homeowners Association, each residential unit shall be considered as a separate and individual unit. If two or more residential units are owned by the same owner or if two or more residential units are combined and used together, each residential unit as constructed by the Developer shall be considered as a separate residential unit under this Declaration.

3. Membership in the Homeowners Association shall automatically terminate upon the sale, transfer or other disposition of a member's title interest in any residential unit in the Development Tract, at which time the new owner of such title interest shall automatically become a member thereof. Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the residential unit to which it is appurtenant. No member shall have any right or power to disclaim, terminate or withdraw from his membership in the Homeowners Association or from any of his obligations as such member by non-use of the Common Areas, abandonment of his residential unit, withdrawal of the condominium building in which his residential unit is located from the provisions of the Illinois Condominium Property Act, or for any other reason.

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

ARTICLE V
VOTING AND NON-VOTING MEMBERSHIP

1. The Association shall have two classes of voting membership and one class of non-voting membership.

2. Class A. Class A members shall be all those owners of residential units in the Development Tract with the exception of the Declarant. Each residential unit shall be entitled to one vote. There shall be only one person with respect to each residential unit who shall be entitled to vote as a Class A voting member at any meeting of the members of the Homeowners Association. Such person shall be known in this Declaration and referred to as a "Class A Voting member." Such Class A voting member may be the owner of or one of a group composed of all of the owners of a residential unit or may be some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner. The vote of the Class A Voting member shall be exercised as determined by the various owners themselves but in no event shall more than one vote be cast with respect to any one residential unit. The designation of the Class A voting member shall be made in writing to the Board of the Homeowners Association and shall be revocable at any time by actual notice of the death or judicially declared incompetence of any designator or by written notice to the Board of the Homeowners Association by the designator. Any or all of such owners may be present at any meeting of the voting members and (those constituting a group acting as a unit) may vote or take any other action as a Class A Voting member either in person or by proxy. The Board of the Homeowners Association shall have the right to suspend the voting right of any such Class A Voting member for any period during which any assessment levied by the Homeowners Association against his residential unit remains unpaid.

3. Class B. The Class B voting member shall be the Declarant or the Developer who may also vote by proxy. The Class B voting member shall be entitled to four votes for each one of the residential units which it owns; provided, however, that Declarant's Class B voting membership shall cease and shall be converted to Class A voting membership on the happening of any of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) Ten (10) years from the date hereof; or
- (c) Whenever the Declarant or Developer shall so elect.

4. Class C. The Declarant or the Homeowners Association may create a non-voting Class C membership only for the period during which the residential units to be constructed on the Development Tract are being sold. Class C memberships shall be limited to those persons who have executed contracts to purchase residential units in the Graue Mill Community and such Class C members shall be entitled to ingress and egress in and through the Development Tract and the right to park thereon, to use such of the recreational facilities and amenities as are located or constructed on the Common Areas from time to time only upon payment to the Declarant prior to the

incorporation of the Homeowners Association and to the Homeowners Association thereafter of such dues or fees shall be determined by the Board of Directors. Class C memberships shall:

- (a) Be converted automatically to Class A membership upon the closing of the purchase by such Class C member of his residential unit; or
- (b) Shall cease and terminate altogether upon the termination of such Class C member's contract to purchase a residential unit in the Graue Mill Community or his failure or refusal to consummate his purchase of such residential unit in accordance with the terms of his contract to do so. No refund, credit or rebate of dues or fees shall be due any Class C member whose Class C membership is terminated pursuant to the provisions of this paragraph b).

5. The Homeowners Association income derived from Class C memberships shall be collected by the Declarant or Association as the case may be, and any such income collected by the Homeowners Association shall be used exclusively to defray the costs of the operation of the recreational facilities on the Common Areas for the period during which the Development Tract is being developed. To the extent that said income is so applied, the Board of Directors may reduce the annual assessments of Class A and Class B members. Class C members shall have only those privileges stated above or granted by the Board and shall have no other rights and privileges of Class A and Class B members.

6. Any document whereby all or any portion of the property described in Exhibit "B" is annexed to the Development Tract shall contain a statement by the Declarant therein of the number of residential units to be constructed upon the property thereby annexed to the Development Tract, and upon such annexation the voting and non-voting memberships as herein described shall be increased in accordance with the number of residential units so described in said document.

7. Amendments to this Article V shall only be effective upon unanimous written consent of all Class A voting members and all Class B voting members, if any.

ARTICLE VI COVENANT FOR MAINTENANCE ASSESSMENTS

1. The Declarant, for each substantially completed residential unit owned by Declarant on the Development Tract, hereby covenants, and each owner of any residential unit in any residential building located on the Development Tract by acceptance of the deed or other conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Homeowners Association all annual assessments or charges and all special assessments for structural alterations, capital improvements or repairs of Common Areas and any improvements located thereon, which assessments shall be fixed, established and collected from time to time as hereinafter provided.

2. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which such assessment is made.

3. Each such assessment, together with interest for delinquent payments, as hereinafter described and costs of collection thereof shall also be the personal obligation of the owner of any residential unit at the time when the assessments fell due. The personal obligation of each owner shall not pass to his successors in title unless expressly assumed by them.

4. All costs of operating, maintaining, improving and managing the Common Areas including any necessary reserves for contingencies and replacements, shall be paid by the levying of assessments by the Board of Directors of the Homeowners Association in the manner hereinafter set forth. Assessments thus levied by the Homeowners Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Homeowners Association and in particular the improvement and maintenance of the Common Areas, services and facilities devoted for these purposes and related to the use and enjoyment of the Common Areas and to provide funds for the Homeowners Association to carry on the duties and obligations as set forth herein, and in its Articles of Incorporation or its By-Laws.

5. From and after October 1st of the year immediately following the conveyance of the first residential unit to an Owner, the annual assessment may be increased, effective January 1st of each year thereafter by the Board of Directors of the Homeowners Association without a vote of the membership.

6. If general real estate taxes on the Common Areas, as shown by the tax bills received by the Homeowners Association each year shall exceed the amounts estimated for such taxes in the budget previously used in determining the annual assessments for such year, or in the event any special assessment is levied on the Common Areas the amount of which has not been estimated in the annual budget, the Board of Directors shall, (anything hereinabove to the contrary notwithstanding) without a vote of the voting members, either increase the annual assessment by an

amount sufficient to pay such taxes or special assessments or levy a special assessment to provide funds for the payment of such increase in taxes, in such manner and upon such terms as the Board of Directors shall determine.

7. The Board of Directors of the Homeowners Association may, after consideration of current maintenance costs and future reserves and needs of the Homeowners Association, fix the actual assessment for any year at a lesser amount than provided for herein.

8. In addition to the annual assessments authorized above for current expenditures and reserves, the Association may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of any capital improvements located in or upon the Common Areas including but not limited to the necessary fixtures and personal property related thereto, provided however that any such assessment shall have the assent of two-thirds of each class of its voting membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which meeting shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting.

9. Both annual and special assessments must be fixed at a uniform rate for all residential units located on the Development Tract except as otherwise specifically provided for herein.

10. At the first meeting called as provided in Sections 7 and 10 hereof, the presence at the meeting of members or of proxies entitled to cast 60% of all the votes of each class of voting members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice of requirements set forth in Sections 7 and 10 and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

ARTICLE VII ASSESSMENTS-MAINTENANCE FUND

1. Each year on or before November 1st, the Board shall estimate the total amount necessary to pay the cost of taxes, wages and material, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services provided for herein, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and the Board shall on or before November 15, notify each owner in writing as to the amount of such estimate, with a reasonable itemization thereof. The annual budget shall also take into account the estimated net cash available income, if any, from the operation or use of the Common Areas. Said "estimated cash requirement" shall be assessed to the owners on the basis of one equal portion of the total "estimated cash requirement" for each residential unit owned by said owner. On or before January 1st of the ensuing calendar year, and on the first day of each and every month of said year, each Owner, jointly and severally, shall be personally liable for and obligated to pay to the Board or as it may direct 1/12th of the assessment payment for that Owner's unit pursuant to this paragraph. On or before April 1 of each calendar year following the initial meeting, the Board shall supply all members an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each unit owner's share of the total assessment to the next monthly installments due from each unit owner under the current year's estimate, until exhausted. Any net shortage shall be added according to each unit Owner's share of the total assessments to the installments due in the succeeding six months after rendering of the accounting.

2. The Board shall build up and maintain as a Trust Fund for the use and benefit of the members, a reasonable reserve for contingencies and replacements. Extraordinary expenditures not included in the actual estimate which may become necessary during the year shall be charged first against such reserve and if such reserve proves inadequate for whatever reason caused including non-payment of any Owner's assessment, the Board may at any time levy a further assessment, which shall be effective with the monthly maintenance payment which is due no more than ten (10) days after the delivery or mailing of such notice of further assessment. All owners shall be personally liable and obligated to pay their respective adjusted monthly assessment.

3. When the first Board elected hereunder takes office, it shall determine the estimated cash requirement of the Homeowners Association as hereinabove defined for the period commencing thirty (30) days after said election and ending on December 31 of the calendar year in which said election occurs. Assessments shall be levied against the owners during such period as provided herein.

4. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the owners shall not constitute a waiver or release in any manner of such owner's obligation to pay the assessments herein described including the maintenance costs and necessary reserves for the Homeowners Association as herein provided, whenever the same shall be determined, and in the absence of the annual estimate or adjusted estimate each owner shall continue to pay the monthly assessment at the then existing monthly rate established for the previous period

until the monthly assessment which is due more than ten (10) days after such new or annual adjusted estimate shall have been mailed or delivered.

5. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Areas, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred. Such records and the vouchers authorizing the payment therefor shall be available for inspection by any owner or any representative of any owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the owner. Upon ten (10) days notice to the Board and payment of a reasonable fee, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or any other charges due and owing from such owner.

6. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all owners and such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of owners in proportion which their shares of the total assessment bear to the whole assessment.

7. Any assessments by the Homeowners Association which are not paid when due shall be delinquent and such assessment together with interest thereon at the rate of 8% per annum and the costs of collection thereof hereinafter provided for shall thereupon become a continuing lien on the residential unit of the delinquent owner and shall bind said property in the hands of the then owner, his heirs, designees, executors, administrators, personal representatives, successors and assigns. The personal obligation of the then owner to pay such assessment, interests, costs and collection, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them. Sale or transfer of any residential unit shall not affect the continuing lien on such unit for the amount of any unpaid assessments.

8. If such assessment, interest, any costs of collection are not paid within thirty (30) days after the due date, the Association may bring an action at law against the owner personally obligated to pay the same to enforce collection thereof, or, at its election, foreclose the lien against the residential unit and in either event, all interest, costs and reasonable attorneys fees of any such action shall be added to the amount of such assessment. To the extent permitted by this declaration or any decision or any statute or law now or hereafter effective, the amounts of any delinquent or unpaid charges or assessments, and interests, costs and fees as hereinabove provided shall be and become a lien or charge upon the residential unit against which such assessment is made when payable and may be foreclosed by an action brought in the names of the Board as in the case of foreclosure of liens against real estate.

9. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Areas, abandonment of his residential unit, withdrawal of the condominium building in which his residential unit is located from the provisions of the Illinois Condominium Property Act, or for any other reason. In addition thereto, the Homeowners Association may deny to the owner the use and enjoyment of any of the Common Areas and facilities thereon except for the purposes of ingress and egress to his residential unit until the delinquent assessment is paid together with all interests, costs and other sums set forth above which the Association is entitled to receive.

10. The lien and the assessments provided for herein shall be subordinate to the lien of any encumbrance owned or held by any bank, insurance company, savings and loan association or other lending entity which is or has been placed upon any residential unit subject to assessment, provided, however that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such unit pursuant to a decree of foreclosure of any such mortgage or trust deed, or prior to the date said encumbrancer takes possession of said residential unit or accepts a conveyance of any such residential unit in lieu of foreclosure. Such sale or deed of conveyance in lieu of foreclosure shall not relieve such residential unit from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

11. The following portions of the Development Tract subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority and properties granted to or used by a utility company;
- (b) all properties owned by a charitable or not-for-profit organization exempt from taxation by the laws of the State of Illinois so long as they are not used as a dwelling; and
- (c) units used as models by Developer.

12. Any encumbrancer may from time to time request in writing a written statement from the Board setting forth the unpaid assessment with respect to the residential unit covered by such encumbrance and unless the request shall be complied with within twenty (20) days, all unpaid assessments which became due prior to the date of the making of such requests shall be subordinate to the lien of such encumbrance.

13. Amendments to this Article VII shall only be effective upon unanimous written consent of the owners and their mortgagees, which consent shall be filed of record in the Office of the Recorder of DuPage County, Illinois.

ARTICLE VIII
RIGHT IN AND USE OF COMMON AREAS

1. The Declarant hereby covenants for itself, and successors and assigns, that it will convey fee simple title to the Common Areas to the Homeowners Association, free and clear of all mortgage, mechanic's and other liens and encumbrances designed to secure the payment of money within the time periods hereinabove set forth.

2. Every owner shall have the right and easement of ingress and egress in, through, over and across the Common Areas and the right and easement of enjoyment in and to the Common Areas and all of the recreational facilities located thereon and such rights and easements shall be appurtenant to and shall pass with the title conveyed to every residential unit subject to, however, the terms and provisions of this Declaration, the Articles of Incorporation and By-Laws of the Homeowners Association and such rules and regulations as may be adopted from time to time by the Homeowners Association, including but not limited to:

- (a) the right of the Association to limit the number of guests or occupants;
- (b) the right of the Homeowners Association to charge reasonable admissions and other fees for the use of any recreational facilities situated in the Common Areas;
- (c) the right of the Homeowners Association in accordance with the Articles of Incorporation and By-Laws to borrow money for the purpose of improving the Common Areas and facilities thereon and in aid thereof to mortgage all or any portion of the Common Areas provided that the rights of such mortgagee shall be subordinate to the rights of the members hereunder;
- (d) the rights of the Homeowners Association to suspend the voting rights and the right to use the recreational facilities of any owner for a period during which any assessments levied by the Homeowners Association remains unpaid;
- (e) the right of the Homeowners Association to suspend the right of the use of the recreational facilities of any owner for a period not to exceed thirty (30) days for any infractions of its published rules and regulations;
- (f) the right of the Homeowners Association to dedicate or to transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by voting members entitled to cast two-thirds (2/3) of the Class A membership vote and two-thirds (2/3) of the Class B membership vote, if any, has been recorded, agreeing to such dedication and transfer and unless written notice of the proposed action is sent to every member not less than thirty (30) days nor more than sixty (60) days in advance of such action. No such dedication or transfer shall deprive any owner of ingress and egress to his residential unit.

3. In the event that, by reason of the construction, settlement or shifting of any residential building now or hereafter located on the Development Tract, any part of any such residential building encroaches or shall hereafter encroach on any part of the Common Areas, or, if by reason of the design or construction of any residential building, it shall be necessary or advantageous that such residential building or any portion thereof to use or occupy any portion of the Common Areas for any reasonable use appurtenant to said residential building, which will not unreasonably interfere with the use or enjoyment of the Common Areas by the members of the Homeowners Association and their guests and invitees, valid easements for the maintenance of such encroachment and for such use of the Common Areas are hereby established and shall exist for the benefit of such residential building and all owners and occupants thereof so long as all or any part of such residential building shall remain standing; provided, however, that in no event shall a valid easement be created for any encroachment or use of the Common Areas be created in favor of any residential building or any owner or occupant thereof if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Common Areas by the other members of the Homeowners Association and their guests and invitees and if it occurred due to the willful conduct of any owner or owners of any such residential building.

4. All easements herein described are easements appurtenant running with the land and shall at all times inure to the benefit of and be binding on Declarant and all its grantees and their respective heirs, personal representatives, successors or assigns, perpetually in full force and effect. Reference in the respective deeds of conveyance, or in any mortgages, or trust deeds, or other evidence of obligation, to the covenants, conditions, restrictions and easements herein describes shall be sufficient to create and reserve such covenants, conditions, restrictions and easements to the respective grantees, mortgagees or trustees of any portion of the Development Tract irrespective of the submission of any portion thereof to the provisions of the Illinois Condominium Property Act as fully and completely as though said covenants, conditions, restrictions and easements were fully recited and set forth in their entirety in such documents.

5. Any owner may delegate in accordance with the By-Laws, his right of enjoyment to the Common Areas and recreational facilities located thereon to members of his family, his tenants, or contract purchasers who reside on the Development Tract.

6. The Declarant, the Developer and Board of Directors of the Association may make such rules and regulations with respect to the parking areas located on the Common Areas as the Declarant, the Developer or the Board deems proper, including, but not limited to, the designation of the location of parking spaces, the reservation of any such parking spaces for the exclusive use of the owners and their families and the charging of a fee for the privilege of parking in the Common Areas. Such rules and regulations shall not, with respect to any particular owner, conflict with any covenants regarding parking that may have been included in the owner's contract of purchase of the unit from Declarant or Developer. Each owner shall be responsible for all vehicles maintained by him in the parking areas and neither the Board nor the Homeowners Association shall be considered the bailee of any such vehicles and shall not be responsible for any loss or damage thereto whether or not due to the negligence of the Board or the Homeowners Association.

7. The Declarant and the Board of Directors of the Association shall have the right on behalf of the Association to grant to Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, the Village of Hinsdale, Illinois and all other public or private utilities serving the Development Tract such easements as may be necessary or desirable to install, lay, construct, renew, operate and maintain conduits, cables, pipes, mains, ducts, wires and other equipment and utility facilities in and through the Common Areas for the purpose of providing the residential buildings and the Common Areas with utility services, provided that all such services shall be placed underground, if possible, and further provided that no easements shall extend to any area either now or hereafter provided with a permanent structure so long as such improvement shall have been made prior to the time of the location of said conduits, cables, pipes, mains, ducts, wires and other equipment and facilities on the Development Tract.

8. It shall be the obligation of the Board of Managers of each individual condominium association and the owner of any residential building to provide for landscaping, gardening, snow removal and for the maintenance and repair of all streets, driveways, sidewalks and walkways located upon any portion of the common elements of such condominium building or on any land owned by the owner of such residential building, provided, however, that the Board of Directors of the Homeowners Association may make such arrangements or agreements as it deems satisfactory with each condominium association or owner of any residential building to provide such services to the individual condominium associations or owner of any residential buildings.

ARTICLE IX ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained and no trees, shrubs, ivy, vines or other foliage shall be planted or maintained upon the Development Tract, nor shall any exterior addition or change or alteration be made on any residential building or other building or structure located on the Development Tract until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of exterior design and location in relation to surrounding structures and topography by the Board of the Homeowners Association or by an Architectural Control Committee composed of three or more representatives appointed by the Board. In the event the Board, or its designated Committee, fails to approve or disapprove such design and locations within thirty (30) days after such plans and specifications have been submitted to it, approval will not be required and this Article will have been deemed to have been complied with.

The foregoing provisions of this Article IX shall not apply to any building, fence, wall or other structure, or shrubs, trees, vines or other foliage constructed, planted or maintained by the Developer as part of its improvement of the Development Tract.

ARTICLE X BUILDING USE AND RESTRICTIONS

1. The Development Tract is hereby restricted to residential and accessory uses in conjunction therewith, and such recreational activities as are compatible with the recreational facilities located thereon and no part of the Development Tract shall be used for other than the residential and related purposes for which the property was designed and the recreational purposes commonly associated with the nature of the amenities located thereon. No building or structure of temporary character, trailer, basement, tent, shack, garage, barn or other out-buildings shall be built or placed on the Development Tract either temporarily or permanently except as herein provided.

2. There shall be nothing placed on the outside walls of any building or other improvement located on the Development Tract and no signs, awnings, canopies, shutters, radio or television antennas, advertising signs, billboards or other objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any building or any other portion of the Development Tract nor shall any building or any other portion of the

Development of the improvements located thereon be used in any way or for any purpose which may endanger the health and well being or unreasonably disturb the residents of the Development Tract; provided, however, that one "For Rent" or "For Sale" sign of not more than four (4') feet square may be maintained on any residential building located on the Development Tract.

3. No commercial activities of any kind whatsoever shall be conducted in any building or on any portion of the Development Tract except activities intended primarily to serve the owners and occupants of the Development Tract. None of the foregoing restrictions shall apply to commercial activities, signs, billboards, lights, banners and pennants or other advertising and related sales activities of the Developer during the construction and sales period for the entire GRAUE MILL COMMUNITY DEVELOPMENT or by the Homeowners Association solely in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, By-Laws and rules and regulations, as the same may be amended from time to time. The Developer shall have the right to maintain its sales facilities and temporary model apartments on the Development Tract without payment of any rent or other fee or charge therefor during the construction and sales period for the GRAUE MILL COMMUNITY DEVELOPMENT. Nothing herein shall be deemed to restrict the right of Developer or Declarant to engage in leasing activities with regard to unsold Residential Units.

4. No animals, rabbits, livestock, fowl, poultry or reptiles of any kind shall be raised, bred or kept in any residential unit located in the Development Tract or in any of the Common Areas of the Development Tract except that dogs, cats or other household pets weighing not in excess of twenty-five (25) pounds when fully grown may be kept in the individual residential units and are subject to such rules and regulations as may be adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes. The Developer or the Board shall designate such areas in the Development Tract as shall be used for the exercise and sanitary purposes of any such household pets and each resident of the Development Tract shall keep any such pets within the prescribed areas set aside by the Developer or the Board for such purposes. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently barred and removed from the Development Tract upon three (3) days written notice from the Developer or the Board.

5. No unlawful, noxious, immoral or offensive activity shall be carried on in any residential unit or in any part of the Common Areas of the Development Tract, nor shall anything be done therein either wilfully or negligently, which may become an annoyance or nuisance to any resident of the Development Tract.

6. No fence, wall, hedge, shrub or other planting which obstructs the view of any corner or intersection so as to constitute a hazard to vehicular or pedestrian traffic shall be planted, erected or maintained.

7. No clotheslines, sheets, blankets or laundry or any kind or other article shall be hung out or exposed in any part of the Development Tract. The Development Tract shall be kept free and clear of rubbish, debris and other unsightly material. No trash, garbage or other waste shall be kept in the Common Areas but shall be kept solely in the respective building located on the Development Tract in enclosed sanitary containers and shall be disposed of in a clean, sightly, healthy and sanitary manner.

8. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism or exploitation or otherwise shall be conducted, maintained or permitted in any portion of the Development Tract except as otherwise permitted by the terms of this Declaration.

9. There shall be no obstruction of any walkways or any other open spaces or any recreational facilities or areas within the Development Tract, nor shall any garbage cans, baby carriages, motorcycles, bikes, tricycles, playpens, wagons, toys, vehicles, benches, tables, chairs or other objects which constitute an obstruction or are unsightly are to be placed or stored in any portion of the Development Tract without the prior written consent of the Board, or subject to such rules and regulations as may be adopted by the Board from time to time.

10. Nothing shall be done in any residential unit or in any residential building or in any other building in the Common Areas which will impair the structural integrity of any such unit or building or which would structurally change any residential building or building constructed on the Common Areas, except as otherwise provided herein.

11. Each owner and occupant hereby waives and releases any and all claims which he may have against any other owner, occupant, the Declarant, Developer, the officers and members of the Board, and their respective employees and agents, for damages to the Common Areas, the residential units and to any personal property located in any residential building or the Common Areas caused by fire or other casualty to the extent that the damage is covered by fire or other form of casualty insurance.

12. If, due to the act or neglect of any owner, occupant or a member of his family or household pet or a guest or other authorized occupant or visitor of such owner or occupant, damage shall be caused to the Common Areas or any improvements located thereon or maintenance, repairs or replacement shall be required which would otherwise be at the common expense of the Homeowners Association, then such owner or occupant shall pay for such damage and such maintenance, repair or replacement as may be determined by the Board, to the extent not covered by insurance.

13. No owner or occupant shall operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

14. Nothing in this Article shall be construed to prevent or prohibit an owner or occupant from maintaining his professional or personal library, or keeping his personal business or professional records or accounts or handling his

personal business or professional telephone calls, or conferring with business or professional associates, clients or customers, in his residential unit.

15. The Owner or Board of Managers of each residential Building shall be obligated to maintain in good order and repair its plumbing, electrical fixtures, its heating and air-conditioning units, downspouts, gutters and exterior surfaces, driveways, walkways and landscaped areas, if any; provided, however, that such maintenance and repairs shall be in conformity with the provisions and restrictions of this Declaration and the provisions and restrictions of any Declaration of Condominium Ownership, to which any portion of the Development Tract is subject.

16. All streets, driveways, parking areas, sewer and water facilities and services and sidewalks in the Development Tract shall at all times be kept and maintained in a clean, safe condition and in good repair and free from all defects, snow, ice or other obstructions and debris.

17. There shall be no parking on any street or driveway in the Common Areas between the hours of 2:00 a.m. and 7:00 a.m. without the permission of the Board, provided that the Board may delegate the power to grant such permission to the Managing Agent.

18. All landscaping shall be regularly trimmed and cut and kept in a neat, sightly condition.

ARTICLE XI DAMAGE OR DESTRUCTION AND RESTORATION

In the event any portion of the Common Areas is taken by eminent domain proceedings or conveyed in lieu thereof or in the event any of the improvements located on the Common Areas or any portion thereof shall suffer damage or destruction from any cause, including condemnation, the proceeds of any policy or policies insuring against any such loss or damage and payable by reason thereof, or any condemnation award received shall be applied in the following order:

1. In accordance with the terms and conditions of any instrument or agreement constituting a lien or other security interest in the Common Areas or any improvements located thereon;

2. If the balance of such insurance proceeds or award is sufficient to do so, then so much of the balance then remaining of such proceeds or award as is necessary shall be applied to the repair, restoration or reconstruction of such improvements and the acquisition if possible of an equal amount of land, in order to restore the improvements and the integrity of the parcel of land comprising the Common Areas to substantially the same condition existing prior to the damage, destruction or taking; and

3. Any funds then remaining shall be distributed to the members of the Association in the same proportion as their share of the Maintenance Assessments of the Association and any such distribution to the Members shall be first applied to any delinquent assessments. In the event the balance of such proceeds or award is insufficient to complete restoration or repair as aforesaid, then the use or disposition of such funds or the levying of a special assessment to raise additional funds shall be determined by a three-quarters ($\frac{3}{4}$) vote of each voting class of members of the Association at a meeting duly called in accordance with the terms of this Declaration and the by-laws of the Association.

ARTICLE XII ANNEXATION OF ADDITIONAL PROPERTY

1. The Declarant and the Developer reserve the right for themselves and their successors and assigns from time to time within ten (10) years from the date of the recording of this Declaration to annex and add to the Development Tract and thereby add to the Homeowners Association created by this Declaration all or any portion of the property legally described in Exhibit "B" attached hereto and by this reference incorporated herein. No rights of any character whatever within the property legally described in Exhibit "B" shall attach to any owner except as to that portion described in any recorded Amended Declaration annexing and adding such portion or portions to this Declaration as part of the Homeowners Association created by this Declaration.

2. In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, the Developer, and, each of them singly, and their successors and assigns, as attorney in fact, to increase the number of members in the Homeowners Association by a number equal to the number of Residential Units proposed to be constructed on any portion or portions of the property legally described in Exhibit "B" as set forth in each such Amended Declaration recorded pursuant to the provisions of this Article XII. Each deed, mortgage or other instrument with respect to a Residential Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to each of said attorneys in fact and their successors and assigns and shall be deemed to reserve to each of them and their successors and assigns the power to increase the number of members of the Homeowners Association from time to time as aforesaid.

3. Each amended Declaration shall include an amended Exhibit "A" which shall amend Exhibit "A" hereto by setting forth the amended legal description of the Development Tract to include the additional parcel or parcels annexed thereto, as well as a separate legal description of such addition or additions. Each amendment shall further include a statements setting forth the number of Residential Units proposed to be constructed on any such addition.

4. No such Amended Declaration shall be deemed or construed to constitute a divestment of any owner of his interest in the Homeowners Association as hereinabove provided. Each and all of the provisions of this Declaration and the exhibits attached hereto, as amended by each successive Amended Declaration and the amended exhibits attached thereto, shall be deemed to apply to each and every owner.

5. The recording of an Amended Declaration shall not alter or affect the amounts of any liens or common expenses due from any existing owner prior to such recording, nor the respective amounts theretofore assessed to or due from any existing owner for common expenses or other assessments.

6. Each and every owner of a Residential Unit in the Development Tract as described in Exhibit "A" attached hereto and each and every owner of a Residential Unit in any portion or portions of land hereafter annexed to the Development Tract, and their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any such Residential Unit shall be deemed to have expressly agreed, assented and consented to each and all of the provisions of this Declaration with respect to the recording of any and all Amended Declarations, as aforesaid, which may amend, adjust or reallocate from time to time their respective interests in the Homeowners Association as hereinabove provided, and hereby further agree to each and all of the provisions of each and all of said Amended Declarations which may hereafter be recorded in accordance with the foregoing provisions of this Declaration.

7. Each and every owner of an existing Residential Unit and of all Residential Units added hereafter, their respective mortgagees, grantees, heirs, administrators, executors, legal representatives, successors and assigns, by their acceptance of any deed or mortgage or other interest in or with respect to any Residential Unit further acknowledges, consents and agrees as to each such Amended Declaration that is recorded, as follows:

- (a) The portion of the property described in Exhibit "B" attached hereto and annexed to the Development Tract in and by each such Amended Declaration shall be governed in all respects by the provisions of this Declaration;
- (b) Each owner shall have a perpetual easement, appurtenant to this Residential Unit, for the use of any additional common areas annexed thereto by and described in any recorded Amended Declaration for the purposes therein and herein set forth. Each owner of a Residential Unit by acceptance of the deed conveying such Residential Unit agrees for himself and all those claiming through and under him including mortgagees, that this Declaration and each Amended Declaration is and shall be deemed to be made by agreement of all owners of Residential Units in the Development Tract;
- (c) The Declarant and the Developer reserve the right for themselves and their successors and assigns to amend this Declaration in such manner; and each owner of a Residential Unit agrees to execute and deliver such documents as may be necessary or desirable to cause the provisions of this Article XII to be carried out in full.

ARTICLE XIII

ADDITIONAL EASEMENTS AND SALT CREEK BRIDGE

1. In addition to the easements for ingress and egress hereinabove granted on, through and across the Common Areas, the Declarant does hereby grant easements appurtenant to the Development Tract for ingress and egress over and across the property described in Exhibit "C" attached hereto and by this reference incorporated herein for the purposes of ingress and egress to and from the Development Tract, as the same may be constituted from time to time for the benefit of all owners and occupants of any residential buildings located on the Development Tract and their guests and invitees. Said easements shall be deemed easements appurtenant to the Development Tract.

2. The costs and expenses of the repair, maintenance and replacement of any improvements now or hereafter made on or to the easements hereby granted and as shown on Exhibit "C" shall be deemed common expenses of the Homeowners Association and shall be included in any assessments levied or assessed by the Homeowners Association pursuant to the terms and conditions of this Declaration.

3. The easements hereby granted over and across the property legally described in Exhibit "C" shall be perpetual easements for the purposes and in accordance with the terms of this Article XIII; provided, however, that in the event that all or any portion of the property described in Exhibit "C" is now or hereafter annexed to the Development Tract by one or more amendments to this Declaration in the manner hereinabove set forth, the annexation of all or any portion of the property legally described in Exhibit "C" to the Development Tract shall automatically extinguish the easements hereby granted in this Article XIII on or across all portions of the property legally described in Exhibit "C" which are so annexed to the Development Tract as herein provided.

4. There is hereby reserved to the Declarant and the Developer and their respective successors and assigns a permanent and perpetual easement over and across that portion of the Development Tract legally described in Exhibit "C.2" for the purposes of providing ingress and egress to that portion of the Development Tract to the east of the property legally described in Exhibit "A", which easement shall be appurtenant to the property described in Exhibits "A" and "B".

5. The Developer has constructed or will construct, in accordance with the terms and provisions of paragraph F of "An Ordinance Approving the Graue Mill Country Condominium Planned Unit Development" adopted by the Board of Trustees of the Village of Hinsdale, DuPage County, Illinois on April 10, 1973, a certain bridge across Salt Creek connecting Salt Creek Lane with the property legally described in Exhibit "B". The aforesaid bridge, although not located on the property legally described in Exhibit "B", will benefit said property and is an integral part of the Development Tract and the easements herein granted and reserved in this Article XIII. Therefore, the cost and expenses attendant to the maintenance, repair and restoration of the aforesaid bridge shall be deemed common expenses of the Homeowners Association in accordance with the terms and provisions of this Declaration and shall be included in any assessments levied or assessed by the Homeowners Association pursuant to the terms and conditions of this Declaration.

6. In addition to the foregoing, the following easements have been granted in favor of the Development Tract:
- (a) Easements of ingress and egress for roadways on adjoining landowner's properties, such roadways being described in Exhibit "D" and constituting a portion of the unified road system adjoining and through the Graue Mill Community.
 - (b) Easement for the installation and maintenance of water lines on adjoining property, such lines being installed for the use and benefit of the Graue Mill Community.

Each of such easements provides for the Homeowners Association to share the cost of maintenance of the roadways and water lines, and the roadway easements further require an annual payment into a reserve account of \$1,500 for a period of ten (10) years. All of such costs and expenses shall be common expenses of the Homeowners Association and shall be included in any assessments levied or assessed by the Homeowners Association pursuant to the terms and conditions of this Declaration.

7. The easements herein granted and reserved in this Article XIII shall become effective only if and when they become necessary to fulfill the purposes hereinabove described by reason of the conveyance of the Common Areas of the Development Tract to the Homeowners Association, the creation of one or more condominium buildings on the Development Tract or for any other reason. All easements and rights described in this Article XIII are easements appurtenant, running with the land and perpetually in full force and effect in accordance with and subject to the provisions of this Article XIII and at all times shall inure to the benefit of the Declarant, the Developer and their respective successors and assigns, and all members of the Association and their respective guests, invitees, successors and assigns, all owners of any residential buildings now or hereafter located on the Development Tract and their successors and assigns and any mortgagee or other person having an interest in the Development Tract or the property legally described in Exhibit "B" or any part or portion thereof. Reference in any deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation to the easements and rights described in this Article VIII or described in any other part of this Declaration shall be sufficient to grant and reserve such easements and rights as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

ARTICLE XIV GENERAL PROVISIONS

1. These covenants, conditions or restrictions shall run with and be binding upon the entire Development Tract irrespective of whether any part or portion thereof is now or hereafter submitted to the provisions of the Illinois condominium Property Act and shall be binding upon the Homeowners Association and upon all persons owning, leasing, subleasing or occupying the Development Tract or any portion thereof submitted from time to time to the provisions of the Illinois Condominium Property Act, their respective heirs, executors, administrators, personal representatives, successors and assigns. These covenants, conditions and restrictions may be enforced by the Homeowners Association which shall have the right to expend Homeowners Association monies in pursuance thereof and may also be enforced by any member or any one or more of said parties. If these covenants, conditions and restrictions are enforced by appropriate proceedings by any member, such member if successful in such enforcement and if the Homeowners Association has theretofore refused such enforcement may be reimbursed by the Association for all or any part of the costs incurred, but such reimbursement shall be solely at the discretion of the Board of Directors of the Homeowners Association.

2. At all times after the incorporation of the Homeowners Association and prior to the time established by this Declaration and the By-laws for the election of the initial Board of Directors, the rights, titles, powers, privileges, trusts, duties, functions and obligations vested in or imposed upon the Board of Directors by this Declaration, the Articles of Incorporation and the By-laws shall be held and performed by the beneficiary of AMERICAN NATIONAL BANK AND TRUST COMPANY TRUST NO. 91418.

3. Upon written request to the Board of Directors, the holder of any duly recorded mortgage or trust deed against the Common Areas or against any residential unit shall be given a copy of any and all notices submitted or required by the terms of this Declaration to be given to the owners.

deemed to have been abrogated or waived by reason or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

5. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration which shall remain in full force and effect.

6. If any of the covenants, conditions or restrictions created by this Declaration would otherwise be unlawful or void for any violation of (2) the rule against perpetuities or some analogous statutory provisions, (b) rule restricting restraint on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until 21 years after the death of the survivor of the now living lawful descendants of the incumbent Mayor of Chicago and the incumbent President of the United States.

7. The Provisions of the Declaration shall be liberally construed to effectuate its purpose for creating a uniform plan of operation for a first-class development. In the event of any dispute or disagreement between any member relating to the interpretation or application of the provisions of this Declaration or the By-laws, the determination thereof by the Board of Directors of the Homeowners Association shall be final and binding upon each and all of the members of the Association.

8. In the event that any condominium building constructed on the Development Tract is at any time withdrawn from the provisions of the Illinois Condominium Property Act, all of the terms, provisions, covenants, agreements, conditions, rights and obligations contained herein shall apply to and be binding upon the then owner or owners of said building and their successors and assigns, and in such event all references herein to "condominium building" shall mean any building thus withdrawn from the provisions of said Act and all references herein to "condominium unit" shall mean the residential units in said building thus withdrawn from the provisions of said Act.

9. Amendments to Declaration. The provisions of Article V, Article VI, Article XII, and this Section 9 of Article XIV Declaration may be changed, modified or rescinded by instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, all members of the Association, and all mortgagees having bona fide liens of record against the Common Areas. Other provisions of this Declaration may be changed, modified or rescinded on or after ten (10) years from the date hereof by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the members of the Association having at least three-fourths (3/4) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against the Common Areas, not less than ten (10) days prior to the date of such affidavit. Such change, modification or rescission shall be effective upon the recordation of such instrument in the Office of the Recorder of Deeds of DuPage County, Illinois.

10. This Declaration is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee as aforesaid under each of Trust Nos. 91418 and 77182 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and AMERICAN NATIONAL BANK AND TRUST COMPANY hereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming any interest under this Declaration that AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee aforesaid, and not personally, has joined in the execution of this Declaration for the sole purpose of subjecting the titleholding interest in a trust estate under said Trust Nos. 91418 and 77182 to the terms of this Declaration; and that any and all obligations, duties and covenants and agreements of every nature herein set forth by AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiary under said Trust No. 91418 and 77182 or its successors and not by AMERICAN NATIONAL BANK AND TRUST COMPANY personally; and further, that no duties shall rest upon AMERICAN NATIONAL BANK AND TRUST COMPANY, either personally or as 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 said Trustee is acting pursuant to Direction as provided by the terms of said Trust No. 91418 and 77182 and after the Trustee has first been supplied with funds for that purpose. In the event of a conflict between the terms of this paragraph and the remainder of the Declaration or any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, the said AMERICAN NATIONAL BANK AND TRUST COMPANY, as Trustee aforesaid and not individually, has caused its corporate seal to be affixed hereto and has caused its name to be signed to these presents by its President and attested by its Assistant Secretary this 30th day of September, 1976.

AMERICAN NATIONAL BANK AND TRUST COMPANY,
as Trustee aforesaid, under each of Trusts Nos. 91418 and 77182, not
individually.

By: _____ W. A. ANSLEY
Vice-President

J. MICHAEL WHELAN

Assistant Secretary

STATE OF ILLINOIS)

)SS.

COUNTY OF DU PAGE)

I, LORETTA EADIE DANIELS, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT W. A. ANSLEY, Vice-President of AMERICAN NATIONAL BANK AND TRUST COMPANY, and J. MICHAEL WHELAN, Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed, and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix the said Corporate Seal of said Bank to said instrument as his own free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of September, A.D. 1976

L. EADIE DANIELS

NOTARY PUBLIC

My commission expires:

6-7-80

EXHIBIT "A"

"Tract 1"

That Part of the Southeast Quarter of Section 36, Township 39 North, Range 11 East of the Third Principal Meridian Described as follows: Commencing at the Northeast Corner of said Southeast Quarter; Thence West along the North Line of said Southeast Quarter, 550.00 Feet for a point of beginning; Thence South normal to said North Line, 200.00 Feet; Thence East Parallel with said North Line, 150.00 Feet; Thence South Normal to Said North Line, 200.00 Feet; Thence West Parallel with said North Line, 100.00 Feet; Thence South-normal to said North Line, 475.00 Feet; Thence Southwest along a Line 45° Right of the Prolongation of the last described line, 295.71 Feet; Thence West Parallel with said North Line, 200.00 Feet; Thence North normal to said North Line, 200.00 Feet; Thence Northeast along a Line 45° Right of the Prolongation of the last described line, 225.00 Feet; Thence North normal to said North Line, 200.00 Feet; Thence Northwest along a Line 45° Left of the Prolongation of the last described line, 70.71 Feet; Thence North normal to said North Line, 275.00 Feet; Thence West Parallel with said North Line, 275.00 Feet; Thence Northwest along a Line 45° Right of the prolongation of the last described Line, 70.71 Feet; Thence North Normal to said North Line, 150.00 Feet to said North Line; Thence East along said North Line, 575.00 Feet to the point of beginning, in Du Page County, Illinois; and containing 9.008 Acres.

EXHIBIT "B"

Parcel One:

That part of the East half of the Southeast quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, described as follows: beginning at the Northeast corner of said Southeast quarter of Section 36; thence West on the North line of said Southeast quarter, 1318.50 feet to the West line of the East half of said Southeast quarter; thence South on said West line of the East half, 2160 feet, more or less, to the water's edge on the South side of Salt Creek as it was on September 12, 1971; thence Northeasterly along the said water's edge to its intersection

point 1060 feet, more or less, South of the place of beginning; thence North on the East line of Section 36, 1060 feet, more or less, to the place of beginning, excepting from the above described tract of land that part thereof lying South and East of a line described as follows: beginning at a point on the West Line of said tract 1296.30 feet South of the Northwest corner thereof; thence East at right angles to the last described line 66.0 feet; thence North at right angles to the last described line 96.30 feet; thence East at right angles to the last described line 330.0 feet; thence North at right angles to the last described line, 180.0 feet; thence East at right angles to the last described line 380 feet; more or less, to the water's edge on the Southerly side of Salt Creek, all in DuPage County, Illinois.

Parcel Two:

That part of the East half of the Southeast quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, described as follows: commencing at the Northeast corner of said Southeast quarter of Section 36, thence West on the North line of said Southeast quarter 1318.50 feet to the West line of the East half of said Southeast quarter; thence South on said West line of the East half 1296.30 feet to the place of beginning of the tract of land to be described herein; thence East at right angles to the last described course 66.0 feet; thence North at right angles to the last described line 96.30 feet; thence East at right angles to the last described line 330.0 feet; thence North at right angles to the last described line 180.0 feet; thence East at right angles to the last described line 380 feet, more or less, to the water's edge on the Southerly side of Salt Creek; thence Southwesterly along said water's edge to its intersection with the West line of said East half of Southeast quarter at a point 970.0 feet, more or less, South of the place of beginning; thence North along said West line 970.0 feet, more or less, to the place of beginning, all in DuPage County, Illinois, except that part thereof falling in the following described parcel:

A parcel of land located in the Southeast quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, and described as follows: Commencing at the Northeast corner of Section 1, Township 38 North, Range 11, East of the Third Principal Meridian; thence South on the Section line 212.40 feet to the North Right of Way line of the Old Plank Road (now known as Ogden Avenue); thence Southwesterly on said North right of way, 1311.85 feet to the East Right of Way line of Elm Street as it has been carried Northerly; thence Northerly on said East Right of Way on an angle of 96 degrees 00 minutes made with a prolongation of the last described course, 55.00 feet to a point of curve; thence Northwesterly on said right of way, being a curve to the left having a radius of 398.00 feet, an arc distance of 225.75 feet to a point of tangency; thence Northwesterly on said Easterly line of Elm Street, 258.75 feet; thence Northeasterly at right angles, 6.00 feet; thence Northwesterly at right angles, 79.60 feet to the place of beginning of said parcel; thence Northeasterly at right angles, 302.75 feet; thence Southeasterly on an angle of 90 degrees 10 minutes 50 seconds to the right of a prolongation of the last described course, 115.80 feet; thence Northeasterly on an angle of 83 degrees 54 minutes 20 seconds to the left of a prolongation of the last described course, 277.60 feet; thence Northerly on an angle of 39 degrees 34 minutes 38 seconds to the left of a prolongation of the last described course along a curve to the right, and 16 feet from the back of the curb along Salt Creek Lane, a chord distance of 384.85 feet; thence Northwesterly 86.00 feet to the center line of Salt Creek on an angle of 79 degrees 50 minutes 10 seconds to the left of a prolongation of the last described course, thence Southwesterly on an angle of 55 degrees 00 minutes 10 seconds to the left of a prolongation of the last described course, along the center line of Salt Creek 212.54 feet; thence Southwesterly on an angle 5 degrees 21 minutes 20 seconds to the left of a prolongation of the last described course 241.91 feet; thence Westerly on an angle of 27 degrees 45 minutes 30 seconds to the right of a prolongation of the last described course, 115.34 feet; thence Westerly on an angle of 4 degrees 09 minutes 50 seconds to the left of a prolongation of the last described course, along the center line of Salt Creek, 231.98 feet; thence Southeasterly on an angle of 103 degrees 02 minutes 50 seconds to the left of a prolongation of the last described course, 415.13 feet to the place of beginning, in DuPage County, Illinois.

Parcel Three:

That part of Lot 2 in Graue's Assessment Plat No. 1 in the Southeast quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded on February 11, 1944 as Document 458793, described as follows: Beginning at the Northeast corner of Lot; thence South on the East line of said Lot 2, 430 feet; thence Northwesterly to a point that is 285 feet South of the North line of said Lot 2 and 105 feet West of the East line of said Lot 2, thence Northwesterly to a point that is 200 feet South of the said North line of Lot 2 and 310 feet West of the said East line of Lot 2; thence Westerly to a point on the East right of way of York Road, that is 100 feet South (as measured on the right of way) of the North line of Lot 2; thence continuing Westerly to the center line of York Road; thence Northerly on said center line to its intersection with the North line of Lot 2; thence East on said North line of Lot 2, 891 feet, more or less, to the place of beginning, in DuPage County, Illinois.

EXCEPT, that portion of parcels Two and Three set forth in the legal description of Tract 1 in Exhibit "A" attached hereto.

1. Access easements for Development Tract:

- (a) A 60 foot wide ingress-egress easement across part of the East Half of the Southeast Quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, the centerline of said Easement being described as follows: Commencing at the Northeast Corner of Lot 2 in Graue's Assessment Plat No. 1; Thence South 00° 01' 00" West along the East Line of Said Lot 2, being also the West Line of the East Half of the Southeast Quarter of Section 36 aforesaid, a distance of 747.16 Feet to the point of beginning; Thence Northeasterly along a Curve whose radius is 165.00 Feet convex Southeasterly and whose chord bearing is North 62° 13' 17" East, a distance of 4.63 Feet (arc) to a point of Tangency; Thence North 61° 25' 00" East along said Tangent line 280.00 Feet to a point of Curvature; Thence along a Curve having a Radius of 300.00 Feet, Convex Northwesterly, a distance of 97.30 Feet (arc) to a point of Tangency; Thence North 80° 00' 00" East along said Tangent line a distance of 78 Feet more or less to the point of ending, said point being on the East Edge of Salt Creek, in Du Page County, Illinois.
- (b) A 60 foot wide ingress-egress easement across part of Lot 2 in Graue's Assessment Plat No. 1 in the Southeast Quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded February 11, 1944 as document 458793, the Centerline of said Easement being described as follows: Beginning at a point on the Easterly right-of-way line of York Road, that is 34.00 Feet Southerly of the North Line of Lot 2 (as measured on the right-of-way line) in Graue's Assessment No. 1; Thence North 89° 58' 47" East, Parallel with the North line of said Lot 2, a distance of 100.69 Feet to a point of Curvature; Thence Southeasterly along a Curve, having a Radius of 527.07 Feet, Convex Northeasterly, a distance of 189.92 Feet (arc) to a point of Tangency; Thence South 69° 22' 30" East along said Tangent line a distance of 148.21 Feet to a point; Thence South 10° 14' 11" West a distance of 56.63 Feet, more or less, to the point of ending in Du Page County, Illinois.
- (c) An ingress-egress easement in part of the East Half of the Southeast Quarter of Section 36, Township 39 North, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the Northeast Corner of said Southeast Quarter; Thence South 89° 52' 09" West along the North Line of said Southeast Quarter, 1125.00 Feet to the point of beginning; Thence South 00° 07' 51" East, perpendicular to said North Line, 150.00 Feet; Thence South 45° 07' 51" East, 70.71 Feet; Thence North 89° 52' 09" East, 142.00 Feet; Thence South 45° 07' 51" East, 103.24 Feet; Thence South 00° 07' 51" East, 142.00 Feet; Thence South 45° 07' 51" East, 155.56 Feet; Thence South 00° 07' 51" East, 61.48 Feet to a point on a Curve; Thence Southwesterly along a Curve to the left having a Radius of 195.00 Feet, an arc distance of 51.12 Feet; Thence North 30° 10' 49" West, Radial to the last described Curve, 153.78 Feet; Thence South 82° 50' 09" West, 147.94 Feet; Thence North 45° 07' 51" West, 105.28 Feet; Thence North 07° 09' 51" West, 87.08 Feet; Thence North 01° 43' 13" East, 110.00 Feet; Thence North 45° 07' 51" West, 65.00 Feet; Thence South 82° 50' 09" West, 171.88 Feet, more or less, to the East line of Lot 1 of Graue's Assessment Plat No. 1, recorded February 11, 1944 by document no. 458793; Thence North 00° 01' 00" East along said East Line, 195.30 Feet, more or less, to the North Line of the Southeast Quarter of Section 36, aforementioned; Thence North 89° 52' 09" East along said North Line, 193.50 Feet, more or less, to the point of beginning, in Du Page County, Illinois. Line of the Southeast Quarter of Section 36, aforementioned; Thence North 89° 52' 09" East along said North Line, 193.50 Feet, more or less, to the point of beginning, in Du Page County, Illinois.
- (d) A 60 foot wide access easement across part of the East Half of the Southeast Quarter of Section 36, Township 39 North, Range 11 East of the Third Principal Meridian and part of Lot 2 in Graue's Assessment Plat in the Southeast Quarter of Section 36, Township 39 North, Range 11 East of the Third Principal Meridian according to the plat thereof recorded February 11, 1944, as document 458793; the Centerline of said easement being described as follows: Beginning at a point on the Easterly right-of-way line of York Road, 34.00 Feet South of the North Line of said Lot 2 (as measured along the right-of-way line); Thence North 89° 58' 47" East Parallel with the North Line of said Lot 2, 100.69 Feet to a point of Curve; Thence Southeasterly along a Curve to the right having a Radius of 527.07 Feet, an arc distance of 189.92 Feet to a point of Tangency; Thence South 69° 22' 30" East, 148.21 Feet; Thence North 58° 26' 37" East, 27.57 Feet to a point of Curve; Thence Northeasterly along a Curve to the right having a Radius of 507.00 Feet, an arc distance of 381.00 Feet to a point of Tangency; Thence South 78° 30' 0" East, 33.51 Feet to a point of Curve; Thence Easterly along a Curve to the left having a Radius of 300.00 Feet, an arc distance of 186.90 Feet to a point of Tangency; Thence North 65° 48' 14" East, 10.30 Feet to a point of Curve; Thence Northeasterly along a Curve to the left having a Radius of 300.00 Feet, an arc distance of 281.46 Feet to a point of Tangency, Thence North 12° 2' 59" East, 136.64 Feet to a point of Curve; Thence Northeasterly along a Curve to the right having a Radius of 703.91 Feet, an arc distance of 283.41 Feet to a point of compound Curve; Thence Northeasterly along a Curve to the right having a Radius of 165.00 Feet, an arc distance of 103.02 Feet to a point of termination; in Du Page County, Illinois.

2. Ingress-egress easement for Building "C" and portion of Development Tract to east of Phase I Parcel:

That part of the Southeast Quarter of Section 36, Township 39 North, Range 11 East of the Third Principal Meridian described as follows: Commencing at the Northeast Corner of said Southeast Quarter; Thence South 89° 52' 09" West along the North Line of said Southeast Quarter, 350.00 Feet; Thence South 00° 07' 51" East at right angles to said North Line, 280.00 Feet to the point of beginning; Thence continuing South 00° 07' 51" East, 305.00 Feet; Thence South 44° 52' 09" West, 127.28 Feet; Thence South 89° 52' 09" West, 185.92 Feet; Thence North 66° 27' 54" West, 80.63 Feet; Thence South 82° 04' 44" West, 51.66 Feet; Thence North 00° 07' 51" West, 74.64 Feet; Thence North 89° 52' 09" East, 129.61 Feet; Thence South 66° 27' 54" East, 132.48 Feet; Thence North 23° 32' 06" East, 249.13 Feet; Thence North 00° 07' 51" West, 120.00 Feet; Thence North 89° 52' 09" East, 50.00 Feet to the point of beginning, in Du Page County, Illinois.

EXHIBIT D

EASEMENTS OF INGRESS AND EGRESS OVER ADJOINING PROPERTIES

- (a) (Except the North 450 Feet thereof) A private roadway existing and improved with concrete curbs and a bituminous concrete surface within the office park of Hinsdale in Section 1, Township 38 North, Range 11 and in Section 36, Township 39 North, Range 11, East of the Third, Principal Meridian in Du Page County, Illinois known as Salt Creek Lane, which roadway is more particularly described as an easement 54 Feet wide, the Centerline of which is legally described as follows: Commencing at the Northeast corner of said Section 1; Thence South on the Section Line 212.40 Feet to the North right of way line of the Old Plank Road (now known as Ogden Avenue) Thence Southwesterly on said North right of way, 698.20 Feet to the place of beginning of said street; Thence Northwesterly, 568.30 Feet, on an angle of 74 degrees 11' to the right of the last described course extended to a point of Curve; Thence Northerly on a Curve to the right, having a Radius of 406.96 Feet, an arc distance of 433.03 Feet to a point of Tangency; Thence continuing Northeasterly on said centerline 58.48 Feet to a point of Curve; Thence continuing Northerly on a Curve to the left having a Radius of 350.35 Feet, an arc distance of 157.30 Feet to a point of Tangency; Thence Northerly on said centerline, 507.75 Feet to a Radius point of 50.50 Feet for a Cul De Sac in Du Page County, Illinois.
- (b) A 60 foot wide ingress-egress easement across part of the East Half of the Southeast Quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, the centerline of said Easement being described as follows: Commencing at the Northeast corner of Lot 2 in Graue's Assessment Plat No. 1; Thence South 00° 01' 00" West along the East Line of said Lot 2, being also the West Line of the East Half of the Southeast Quarter of Section 36 aforesaid, a distance of 747.16 Feet; Thence Northeasterly along a Curve whose Radius is 165.00 Feet, convex Southeasterly and whose chord bearing is North 62° 13' 17" East, a distance of 4.63 Feet (arc) to a point of Tangency; Thence North 61° 25' 00" East along said Tangent Line 280.00 Feet to a point of Curvature; Thence along a Curve having a Radius of 300 Feet, convex Northwesterly, a distance of 97.30 Feet (arc) to a point of Tangency; Thence North 80° 00' 00" East along said Tangent line a distance of 78' more or less to the point of beginning, said point being on the east edge of Salt Creek; Thence continuing North 80° 00' 00" East a distance of 55 Feet more or less to the point of ending, said point being on the Westerly Line of Salt Creek Lane, in Du Page County, Illinois.
- (c) A 60 Foot Wide Ingress-Egress Easement across part of lot 2 in Graue's Assessment Plat No. 1 in the Southeast Quarter of Section 36, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded February 11, 1944 as document 458793, the centerline of said easement being described as follows: Commencing at the Northeast Corner of Lot 2 aforesaid; Thence South 00° 01' 00" West along the East Line of said Lot 2, a distance of 747.16 Feet to a point of beginning; Thence Southwesterly along a Curve having a Radius of 165.00 Feet, convex Southeasterly, whose chord bearing is South 68° 37' 38" West, a distance of 32.27 Feet (arc) to a point; Thence North 00° 01' 00" East Parallel with the aforesaid East Line of Lot 2, 319.28 Feet to a point; Thence North 35° 36' 02" West, 160.61 Feet to a point; Thence North 67° 36' 14" West, 209.90 Feet to a point, Thence North 79° 45' 49" West, 140.18 Feet to a point, Thence North 10° 14' 11" East, at right angles to the last described course, 30.00 Feet to a point of ending, in Du Page County, Illinois.