

RECORDED
DU PAGE COUNTY

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George E. [Signature]

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HUNTER TRAILS

OAK BROOK, ILLINOIS

CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS,
GRANTS AND EASEMENTS AFFECTING THE PROPERTY OF:
OAK BROOK DEVELOPMENT COMPANY

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CHICAGO TITLE TRUST CO. TRUST

THIS DECLARATION, made this *29th* day of October, 1975, by Chicago Title and Trust Company as Trustee under Trust Agreement dated June 8, 1964 and known as Trust Number 46940, hereinafter called "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property described in Article I of this declaration; and

WHEREAS, Paul Butler Properties, Inc., a Delaware corporation and Del E. Webb Properties, Inc., an Arizona corporation, both qualified to do business in Illinois, a Joint Venture doing business as Oak Brook Development Company, hereinafter referred to as "Oak Brook Development Company," is the sole owner of the beneficial interest in and to the real property described in Article I hereof under the terms of said Trust Agreement; and

WHEREAS, Declarant and Oak Brook Development Company are desirous of subjecting said real property to the conditions, covenants, restrictions, reservations and easements hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof and shall inure to the benefit of and pass with said property and each and every parcel thereof;

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof is,

and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and easements (sometimes hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in the Village of Oak Brook, York Township, Du Page County, Illinois, and is more particularly described as follows, to-wit:

Lot 1 through Lot 99 in Hunter Trails, a subdivision in the North half of Section 35, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 1, 1975, as Document No. R75-32184 in Du Page County, Illinois,

which real estate is hereinafter referred to collectively as "Hunter Trails."

ARTICLE II

GENERAL PURPOSE OF THIS DECLARATION

The real property described in Article I hereof is subject to the Covenants hereby declared to insure proper use and appropriate development and improvements of Hunter Trails and every part thereof; to protect the owners of the property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks

R75-60107

from streets, and adequate free spaces between structures; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents and in general to provide adequately for a residential subdivision of the highest quality and character.

ARTICLE III

DEFINITIONS

Basement. Portion of a building located partly underground, but having less than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

Buildable Area--for the purpose of measuring lot width. The narrowest width within the 30 feet of lot depth immediately in back of the front-yard setback line.

Building. Any structure having a roof, supported by columns or by walls and intended for the shelter, housing or enclosure of any person, animal or chattel.

Building Accessory. A subordinate building, or portion of a principal building, the use of which is incidental to that of the principal building and customary in connection with that use.

Building Height. The vertical distance measured from the established ground level to the highest point of the underside of the ceiling beams, in the case of a flat roof; to the deck line of a mansard roof; and to the mean level of the underside of rafters between the eaves and the ridge of a gable, hip or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

Cellar. The portion of a building located partly or

wholly underground and having half or more than half of its clear floor-to-ceiling height below the average grade of the adjoining ground.

Dwelling. A residential building or portion thereof, but not including hotels, motels, rooming houses, nursing homes, tourist homes, mobile homes or trailers.

Dwelling, Detached. A dwelling which is surrounded on all sides by open spaces on the same lot.

Family. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a dwelling.

Front Building Line. A line on a lot as delineated in the recorded plat of Hunter Trails subdivision which denotes the required depth of a front yard.

Lot. A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling and having frontage upon a street. Therefore, a "lot" may or may not coincide with a lot of record.

Lot Area. The area of a horizontal plane, bounded by the vertical planes through front, side and rear lot lines.

Lot Line, Front. That boundary line of a lot which is along an existing or dedicated street line as shown on the recorded plat. On corner lots, the owner may select either street lot lines as the front lot line.

Lot Line, Rear. That boundary of a lot which is most distant from and is, or is approximately, parallel to the front lot line. If the rear lot line is less than 10 feet in length, or if the lot line forms a point at the rear, the rear lot line shall be deemed to be a line 10 feet in length within the lot,

parallel to and at the maximum distance from the front lot line.

Lot Line, Side. Any boundary of a lot which is not a front or rear lot line.

Story. That portion of a building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story, and a cellar shall not be counted as a story.

Story, Half. A space under a sloping roof which has the line of intersection of roof decking and wall not more than three feet above the top floor level, and in which space not more than 60 per cent of the floor area is completed for principal or accessory use.

Structure. Anything erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure.

ARTICLE IV

GENERAL RESTRICTIONS

1. Land Use and Building Type

All lots in Hunter Trails shall be used for private residence purposes only, and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or maintained thereon, except one dwelling, designed by a licensed architect and erected for occupancy by one family, and a private garage containing no more than four parking spaces for the sole use of the owners or occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of servants of the owner or occupants, but

shall not be used for rental purposes. The gross density of Hunter Trails when fully developed shall not exceed one (1) dwelling unit per acre. Other accessory buildings and structures may be erected in such manner and location as hereinafter provided or as approved in writing by Oak Brook Development Company. Nothing in these Covenants contained shall require the removal of or limit the use by Oak Brook Development Company of the structures existing on the date hereof and located within Hunter Trails.

2. Building Height

No structure shall be more than two and one-half stories or 30 feet in height whichever is lesser. No accessory building or structure shall exceed 17 feet in height unless a greater height is approved in writing by Oak Brook Development Company, even if approved by the Village of Oak Brook.

3. Dwelling Size

It is the intention and purpose of these Covenants to assure that all dwellings shall be of a quality of design, workmanship and materials approved by Oak Brook Development Company. All dwellings shall be constructed in accordance with the applicable governmental Building Code and with more restrictive standards that may be required by Oak Brook Development Company. The ground floor area of the dwelling, exclusive of attached garages, carports, open terraces and breezeways, shall be:

- a. For one-story dwellings - not less than 1,800 square feet.
- b. For dwellings of more than one story - not less than 1,250 square feet, and the total living area in the dwelling shall not be less than 2,000 square feet.

4. Location on Lot

No building shall be located on a lot nearer to a street than the front building line shown on the recorded plat of subdivision of Hunter Trails or that required by the Village of Oak Brook Zoning Ordinance. Side yard and rear yard requirements shall be in conformance with the Village of Oak Brook Zoning Ordinance.

5. Home Occupations, Nuisances and Livestock

No home occupation or profession shall be conducted in any dwelling or accessory building located in Hunter Trails. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats, over four months of age, shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves is permitted as or if allowed by ordinance of the Village of Oak Brook. The use of any garage, carport, driveway or parking area which may be in front or adjacent to or part of any lot as a habitual parking place for commercial vehicles is prohibited. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of private or commercial vehicles or boats or trailers. The term "commercial vehicles" shall include all automobiles, station wagons, trucks and vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking or enterprise. No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot. The habitual violation of the regulation set forth in this paragraph shall

be deemed a nuisance and violation of paragraph 1 of this Article IV.

6. Nameplates and Hospitality Light Standards, Television or Radio Antennae and Towers, Laundry Drying Facilities or Flag Poles

There shall be not more than one nameplate on each lot. A nameplate shall be not more than 48 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing in the front or side yard, provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade. One hospitality light standard, of a design approved by Oak Brook Development Company, or its successor or assign, may be located within the front yard. No television or radio antennae, or tower, or laundry-drying equipment shall be erected or used outdoors, whether attached to a building or structure or otherwise. Flag poles are permitted, provided the pole is not more than 25 feet in height, unless otherwise approved by Oak Brook Development Company, or its successor or assign.

7. Temporary Structures

No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in paragraph 1 of this Article IV), and no temporary building or structure of any kind shall be used at any time for a residence either temporary or permanent. Trailers, temporary buildings or structures may be located in Hunter Trails and used during construction but shall be removed upon the completion of construction.

8. Architectural Controls

It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious

residential development having continuing appeal. No building, fence, wall or other structure, awning or landscaping, shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, nor shall any exterior color changes be made, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscape plan of the lot and the proposed color change shall have been submitted to and approved in writing by the Association referred to in Article V hereof, by Oak Brook Development Company and by Mr. Paul Butler of Oak Brook, Illinois (hereinafter "Butler"). The Association, Oak Brook Development Company and Butler each shall have the right to refuse to approve any such construction plans or specifications, grading plan, color change, or landscape plan, which are not suitable or desirable, in the opinion of the Association or Oak Brook Development Company or Butler for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, color change, or landscape plan, each shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, the effect of the building, other structure, landscaping or color change on the outlook from adjacent or neighboring properties.

All plans, specifications and other material shall be filed in the office of Oak Brook Development Company, Oak Brook, Illinois, for approval or disapproval by the Association, Oak Brook Development Company and Butler. A report in writing setting forth the decisions of the Association, Oak Brook Development Company and Butler and the reasons therefor shall thereafter

be transmitted to the applicant by the Association, Oak Brook Development Company and Butler within 30 days after the date of filing the plans, specifications and other material by the applicant, except that Butler may at any time in writing filed with the Association waive or release his rights under this paragraph 8 as to any lot or lots in Hunter Trails or any application filed hereunder. In the event: (a) the Association, Oak Brook Development Company or Butler fails to approve or disapprove within 30 days after submission, the final plans, specifications and other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within 30 days after commencement of such construction, approval shall not be required.

9. Underground Wiring

No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in Hunter Trails other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

10. Approval of Sales and Leases

Declarant hereby grants and gives to Oak Brook Development Company the authority to approve or disapprove any and all changes in occupancy or owners of lots in Hunter Trails and the sale, transfer, conveyance, lease or sublease of such lots. The owner or owners of such lots shall give Oak Brook Development Company notice in writing of any proposed bonafide sale, transfer, conveyance, lease or sublease, together with a signed application on a form prescribed by Oak Brook Development Company, and completed by the proposed grantee, transferee or lessee. Oak Brook Development Company shall have 30 days after

receipt of such notice and application to approve or disapprove the same and within such 30-day period Oak Brook Development Company shall have an assignable option to purchase, lease or sublease said lots, as the case may be, on the same terms and conditions as those upon which the owner of said lots proposes to sell, lease, sublease or convey. Said option shall be exercisable, if at all, by a written notice from Oak Brook Development Company mailed or delivered to said owner within said 30-day period wherein Oak Brook Development Company agrees to purchase the lots on said terms and conditions. Should Oak Brook Development Company neither approve nor disapprove the proposed sale, transfer, lease or sublease within the said 30-day period, the same shall be deemed to be approved. In the event Oak Brook Development Company shall disapprove such proposed sale, transfer, conveyance, lease or sublease, but shall fail to exercise the option herein granted within said 30-day period, the proposed sale, transfer, conveyance, lease or sublease shall be valid only upon compliance with the following sentence. No sale, transfer, conveyance, lease or sublease shall be made until there shall be filed in the office of the recorder of deeds of Du Page County, Illinois, and incorporated in the instrument of sale, transfer, conveyance, lease or sublease, by reference, one of the following instruments:

- (a) The written approval of Oak Brook Development Company of such sale, transfer, conveyance, lease or sublease; or
- (b) The affidavit of the owner of the lot that the required notice had been given in accordance with this paragraph 10, and that Oak Brook Development Company has failed to approve or disapprove the proposed transaction within the 30-day period after receipt of such notice; or

- (c) The written approval of the proposed transaction executed by the owners of record of at least one-half of the lots in Hunter Trails.

Each of the foregoing instruments shall contain an accurate legal description of the lot in question.

The aforementioned option shall terminate 21 years after the date on which this Declaration is recorded, unless sooner terminated.

11. Easement for Maintenance

Declarant hereby reserves and grants to Oak Brook Development Company, and to the Association the right and easement to enter upon any lot in Hunter Trails at any reasonable time and from time to time in order to provide for:

- (a) repairs and lawn and landscaping care;
- (b) maintenance of the berm located along the westerly line of Hunter Trails; and
- (c) preservation of drainage ways within areas designated as drainage easements on the recorded plat of subdivision of Hunter Trails.

12. Storm Water, Drainage and Retention Areas

Where there exists on any lot or lots a condition of accumulation of storm water remaining over an extended period of time, the lot owner may, with the written approval of Oak Brook Development Company and the Village of Oak Brook, take such steps as shall be necessary to remedy such condition, provided that no obstructions or diversions of existing storm water drainage swales and channels shall be made by the lot owner in such a manner as to cause damage to other property, and provided further that there shall be no interference with storm water drainage or the retention of storm water within the areas designated as drainage easements and lots designated as storm water retention areas on

the recorded plat of subdivision of Hunter Trails.

13. Community Grounds

Lots 96, 98 and 99 described in Article I hereof are hereby reserved and designated as Community Grounds and shall be used only for the common use of residents of Hunter Trails and their guests and no dwelling may be erected or maintained upon said Community Grounds.

14. Private Streets

Lot 97 described in Article I hereof is hereby reserved and designated as Private Streets for use in common only by Oak Brook Development Company, residents of Hunter Trails, their guests and business invitees.

15. Lot Access Restrictions

There shall be no ingress or egress from 31st Street to Lots 1, 2, 3, 5, 6, 91, 92, 93, 94, 96 and 98 or from Spring Road to Lots 73, 74, 76, 88, 89, 90 and 91, or from Adams Street to Lot 73 or from 35th Street to Lots 51, 52, 53, 54, 55, 56, 57 and 99 or from Illinois State Route No. 83 to Lots 7, 8, 10, 11, 12, 13, 42, 43, 50 and 51.

16. Easement for Utilities and Village

Declarant hereby reserves and grants to the Village of Oak Brook, Illinois, and to all utility companies mentioned in the recorded plat of subdivision of Hunter Trails a non-exclusive easement for ingress and egress, roadway and public utility purposes over, upon and across Lot 97 in Hunter Trails hereinabove reserved and designated as Private Streets.

17. Deviations by Agreement with Oak Brook Development Company

Declarant hereby grants to Oak Brook Development Company the right to enter into agreements with the grantee of any lot or lots (without the consent of grantees of other lots

R75-60107

or adjoining or adjacent property) to deviate from any or all of the Covenants set forth in paragraphs 1 through 10 of this Article IV, provided there are practical difficulties or particular hardships evidenced by the grantee, and any such deviations (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such Covenant as to the remaining real estate in Hunter Trails.

R75-60107

ARTICLE V

HUNTER TRAILS COMMUNITY ASSOCIATION

1. Creation and Purposes

There shall be formed an Illinois not-for-profit Corporation to be known as the Hunter Trails Community Association (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all property in Hunter Trails reserved or dedicated by Declarant for the common use of all residents and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of Hunter Trails.

2. Membership and Voting

Every owner of record of a lot or, where naked legal title is held by an Illinois land trust, the beneficial owner of a lot, in Hunter Trails shall become and be a member of the Association. Each such member, including Oak Brook Development Company, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned (whether legally or beneficially) by such member, provided, that where naked legal title is so held, the record owner thereof shall certify in writing to the Association the names and addresses of the beneficial owners of such lot and the person so designated in the most recent such certificate shall conclusively be presumed to be the

beneficial owner entitled to vote, and provided further, that where title to a lot is in more than one person or where there is more than one beneficial owner of a lot, such co-owners acting jointly shall be entitled to but one vote.

3. Title to Community Grounds and Private Streets

Title to the Community Grounds and Private Streets shall be conveyed, subject to these Covenants, to and held by the Association at such time as Oak Brook Development Company has sold 75 lots from the property covered hereby. Notwithstanding the foregoing, the Association shall pay for the cost of maintenance of Community Grounds and Private Streets commencing the first (1st) day of January of the calendar year after completion of construction of Private Streets and guardhouse.

4. Powers of the Association

The Association shall have the following powers:

- (a) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association and to be taxed on such real estate as may be owned by it;
- (b) To maintain the Community Grounds and Private Streets, provide for the removal of garbage and debris and to maintain and provide other service and facilities as may be necessary or desirable in order to carry out the purposes of the Association, including, but not limited to:
 - (i) maintenance of guardhouse area;
 - (ii) snow removal;
 - (iii) street and curb maintenance; and
 - (iv) upon commencement of construction of ten (10) or more dwelling units, a security system with a manned guard;

R75-60107

(c) To exercise the architectural controls vested in it under Article IV, paragraph 8 of this Declaration; and

(d) To delegate the exercise of its powers to Committees appointed in accordance with its bylaws.

5. Method of Providing General Funds

(a) For the purpose of providing a general fund to enable the Association to exercise the powers, make and maintain the improvements and to render the services and facilities herein provided for, the Board of Governors of the Association shall determine each year the total amount required of such funds for such year and may levy an annual assessment, payable monthly or at any other regular interval as may be fixed by the Board of Governors, uniformly against each lot in Hunter Trails in any amount not to exceed \$700 per year for each lot; and provided that the annual rate of assessment may be increased by an amount not exceeding:

- (1) \$200 when approved by the affirmative vote of the majority of the members, or
- (2) \$300 when approved by an affirmative vote of two-thirds (2/3) of the members,

present at a meeting thereof called and held in accordance with the bylaws of the Association. No annual assessment or increase in the amount thereof may be made for more than one year at a time and the maximum rate of assessment which may be levied for any one year shall be \$1,000. The general fund may include a reasonable reserve for items of expense which do not recur annually.

Any provision herein to the contrary notwithstanding, during a period of 4 years from and after the date of the first sale of a lot within the property covered hereby, Oak Brook Development Company shall pay as its assessment the difference

between the amounts collected from other owners of lots and the costs of the Association, and no other sum. However, in the event all lots are sold by the Oak Brook Development Company prior to the end of the 4-year period, then all costs of the Association shall be borne by the individual lot owners.

(b) Payment of assessments or installments thereof shall be due within 30 days after receipt of invoice therefor and thereafter shall become delinquent and shall bear interest at the rate of 8% per annum from the due date thereof to the date of payment and the Association shall have a lien on each lot against which such assessment is levied to secure payment thereof, plus interest. When delinquent, payment of both principal and interest may thereafter be enforced against the owner personally or as a lien on said lot. It shall be the duty of the Association to bring suit to enforce said liens before the expiration thereof. The association may at its discretion file certificates of nonpayment of assessments in the office of recorder of deeds whenever any such assessments are delinquent.

(c) The liens herein provided shall be subject and subordinate to the lien of any mortgage or deed of trust now existing or which may hereafter be placed on the lots prior to the effective date of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such mortgage or deed of trust, or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which accrued to the recording of such deed. Such liens shall continue for a period of five (5) years from the date of delinquency and no longer, unless within such time suit shall be filed for the collection of such assessment, in which case the lien shall continue until the termination of the suit and until

the sale of the property under execution of the judgement on such suit.

6. Maintenance of Lots

Upon the failure of any owner of the lot to maintain the same and the improvements thereon in a manner satisfactory to the Board of Governors of the Association, the Association, through its agents and employees is hereby granted the right to enter upon such lot and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall be charged against the owner of said lot by invoice in the manner hereinabove set forth in paragraph 5 hereof and the Association shall have a lien upon such lot enforceable in the manner and to the extent set forth in paragraph 5 hereof.

7. Rights of the Village of Oak Brook to Maintain Community Grounds, Private Streets

In the event the Association shall at any time after five (5) years subsequent to the recording of these Covenants fail to maintain the Community Grounds and Private Streets in reasonable order and condition in accordance with these Covenants, the Village of Oak Brook or its successor may serve written notice upon the Association or upon the residents of Hunter Trails setting forth the manner in which the Association has failed to maintain the Community Grounds and Private Streets in reasonable condition, and said notice shall include a demand that such deficiency in maintenance be cured within 30 days thereof, and shall set the date and place of the hearing thereon which shall be held by the Plan Commission within 14 days of the notice. At such hearing before the Plan Commission, it may modify the terms of the original notice as to the deficiencies and may give an extension or extensions of time within which they

R75-60107

may be cured. If such deficiency has not been cured within 30 days or any extension thereof, the Village, in order to preserve the taxable values of the properties within the subdivision, and to prevent the public grounds from becoming a public nuisance, may enter upon the grounds and maintain the same for a period of one year. Said maintenance and interest shall not vest in the public any right to use the Community Grounds and Private Streets except when the same is voluntarily dedicated to the public by the owners. Before the expiration of said year, the Village shall, upon its initiative, or upon the request of the Association heretofore responsible for the maintenance of the Community Grounds and Private Streets, call a public hearing upon notice to such Association, or to the residents of Hunter Trails, to be held by the Plan Commission, at which hearing such Association or the residents of Hunter Trails shall show cause why maintenance by the Village shall not, at the election of the Village, continue for a succeeding year. If the Plan Commission shall determine that such Association is ready and able to maintain said Community Grounds and Private Streets, the Village shall cease to maintain said Community Grounds and Private Streets at the end of said year. If the Plan Commission shall determine that such Association is not ready and able to maintain said Community Grounds and Private Streets, the Village may, in its discretion, continue to maintain said Community Grounds and Private Streets during the next succeeding year and subject to a similar hearing and determination in each year thereafter. For the purpose of this paragraph 7 only, Community Grounds shall include those areas designated as drainage easements on the recorded plat of subdivision of Hunter Trails. Said Association shall reimburse the Village for all expenses incurred by it in maintaining the said Community Grounds and Private Streets. If said Association

R75-60107

has not paid the Village in full for all such expenses incurred in any such year within 90 days after the end thereof, then the cost of such maintenance not so reimbursed shall be assessed in equal shares against the lots within Hunter Trails and shall become a lien upon said lots.

8. Expenditures Limited to Assessment for Current Year

The Association shall not expend more money within any one year than the total amount of the assessment for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract whatever binding the assessment of any future year, except for contracts for utilities, and no such contract shall be valid or enforceable against the Association.

9. Procedure for Amendments

This Article V may be amended at any time with the prior written consent of Oak Brook Development Company (even though it may not be an owner of record or beneficial owner) by the written consent of the members of the Association who own, legally or beneficially, two thirds (2/3) of the lots in Hunter Trails. The agreement or agreements to amend shall be duly executed and acknowledged by such members and Oak Brook Development Company and recorded in the office of the recorder of deeds, Du Page County, Wheaton, Illinois, except that no amendment shall be valid the effect of which would be to (a) increase the maximum annual rate of assessment herein provided; (b) prevent the Declarant from subjecting additional real estate to the Covenants; (c) reduce or restrict the rights of the Village of Oak Brook, under paragraph 7 of this Article V; (d) permit dwellings to be erected and maintained on Community Grounds; or (e) relieve the Association of its responsibility to maintain the Community Grounds and Private Streets in Hunter Trails.

10. Until such time as the Association is formed as aforesaid, Oak Brook Development Company shall have all the powers of the Association specified in this Article V.

ARTICLE VI

GENERAL PROVISIONS

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Article VI for an initial period of twenty (20) years from the date hereof and thereafter for successive periods of ten (10) years each.

2. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them, as to the real estate described in Article I hereof. Declarant, Oak Brook Development Company, and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in Hunter Trails any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from Oak Brook Development Company by the owner of such lot, then Oak Brook Development Company shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed as trespass. In no event shall the failure

R75-60107

of Declarant, Oak Brook Development Company and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. The record owners in fee simple of the residential lots in Hunter Trails may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but with the written consent of Oak Brook Development Company (even though it may not be an owner of record) and only at the following times and in the following manner:

- (a) Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three fourths ($3/4$) of said lots consent thereto;
- (b) Any such change or changes may be made effective at the end of said initial ten (10) year period or any such successive ten (10) year period if the record owners in fee simple of at least two-thirds ($2/3$) of said lots consent thereto at least three (3) years prior to the end of any such period;
- (c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and Oak Brook Development Company and recorded in the office of the recorder of deeds of Du Page County, Illinois; provided, however, that Article V hereof may

R75-60107

also be amended at any time in the manner therein set forth, and provided further, however, that no amendment shall be valid, the effect of which would be to permit dwellings to be erected and maintained on Community Grounds or relieve the Association of its responsibility to maintain the Community Grounds and Private Streets in Hunter Trails, or reduce or restrict the rights of the Village of Oak Brook under paragraph 7 of Article V hereof. A recordable certificate by an accredited abstractor or title guaranty company doing business in Du Page County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this paragraph 3. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning property in Hunter Trails and shall run with the land and bind all persons claiming by, through or under any one or more of them.

R75-60107

4. All Covenants, liens, and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in Hunter Trails, and none of said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or if sold under foreclosure of any mortgage or under the provisions

of any deed of trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all the Covenants, liens and other provisions of this Declaration, except as hereinabove set forth in paragraph 10 of Article IV hereof.

5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

6. Declarant hereby grants and gives to Oak Brook Development Company the right to vest the Association or any other not-for-profit corporation with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by the Declarant or granted to Oak Brook Development Company by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the office of the recorder of deeds of Du Page County, Illinois, and Declarant and Oak Brook Development Company shall thereupon be relieved and discharged from every duty so vested in the Association or in such other not-for-profit corporation.

7. Notwithstanding anything to the contrary contained herein, and without regard to any prior or subsequent succession by another to, or assignment to another of, Oak Brook Development Company's rights, privileges, easements, and powers, in, to and under these Covenants, if there has been or shall be recorded a mortgage or deed in trust in the nature of a mortgage of more than fifteen (15) lots which are subject to these Covenants and owned beneficially or in fee by Oak Brook Development Company, the upon:

- (a) The entry of a decree of foreclosure of the lien of such mortgage or deed in trust upon any one or more of such lots; or
- (b) The recording of a deed reciting in the body of such deed or reciting elsewhere in or on such deed (which recitation elsewhere must be initialed by the mortgagee or the trustee under the trust deed) that it is a deed in lieu of foreclosure of such mortgage or trust deed and conveying any one or more of such lots;

the mortgagee of such mortgage, trustee of such trust deed or the grantee of such deed, without any further action by any person or corporation, shall be deemed to be the successor of Oak Brook Development Company as to all rights, privileges, easements and powers, in, to and under these Covenants with respect to such lots foreclosed by such decree or conveyed by such deed except to the option to purchase granted to Oak Brook Development Company in paragraph 10 of Article IV hereof.

8. When used in these Covenants "Oak Brook Development Company" includes its successors and assigns; "successors" means a person or corporation who succeeds to the position of Oak Brook Development Company, or its successor or assign as developer of lots in Hunter Trails; and "assigns" means any person or corporation who takes by written assignment from Oak Brook Development Company or its successor or assign.

9. Each owner of a lot in Hunter Trails shall file the correct mailing address of such owner with Oak Brook Development Company and shall notify Oak Brook Development Company promptly in writing of any subsequent change of address. Oak Brook Development Company shall maintain a file of such addresses and make the same available to the Association. A written or printed

R75-60107

notice, deposited in the United States Post Office, postage pre-paid, and addressed to any owner at the last address filed by such owner with Oak Brook Development Company shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not individually but solely as Trustee under Trust Agreement dated June 8, 1964 and known as Trust Number 46940 has caused this instrument to be executed by its ASST. VICE PRESIDENT, attested by its ASST. SECRETARY and its corporate seal to be hereto affixed, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY,
as Trustee Aforesaid and not
personally

By Susan Hecker
ASST. VICE PRESIDENT

ATTEST:

[Signature]
ASST. SECRETARY

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically

R75-60107

notice, deposited in the United States Post Office, postage pre-
paid, and addressed to any owner at the last address filed by
such owner with Oak Brook Development Company shall be suffi-
cient and proper notice to such owner wherever notices are
required in this Declaration.

IN WITNESS WHEREOF, Chicago Title and Trust Company, not
individually but solely as Trustee under Trust Agreement dated
June 8, 1964 and known as Trust Number 46940 has caused this
instrument to be executed by its ASST. VICE PRESIDENT,
attested by its ASST. SECRETARY and its
corporate seal to be hereto affixed, the day and year first
above written.

CHICAGO TITLE AND TRUST COMPANY,
as Trustee Aforesaid and not
personally

By Susan Hester
ASST. VICE PRESIDENT

ATTEST:



ASST. SECRETARY

It is expressly understood and agreed by and between the
parties hereto, anything herein to the contrary notwithstanding,
that each and all of the representations, covenants, under-
takings and agreements herein made on the part of the Trustee
while in form purporting to be the representations, covenants,
undertakings and agreements of said Trustee are nevertheless
each and every one of them, made and intended not as personal
representations, covenants, undertakings and agreements by the
Trustee or for the purpose or with the intention of binding said
Trustee personally but are made and intended for the purpose of
binding only that portion of the trust property specifically

described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

R75-60107

STATE OF ILLINOIS)
COUNT OF COOK) ss.

I, the undersigned, A Notary Public in and for said County, in the State aforesaid, do hereby certify that SUSAN HECKLER of the Chicago Title and Trust Company, and Glenn E. Skinner, Jr. of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASST. VICE PRESIDENT and ASST. SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said ASST. SECRETARY then and there acknowledged that said ASST. SECRETARY, as custodian of the corporate seal of said Company to said instrument

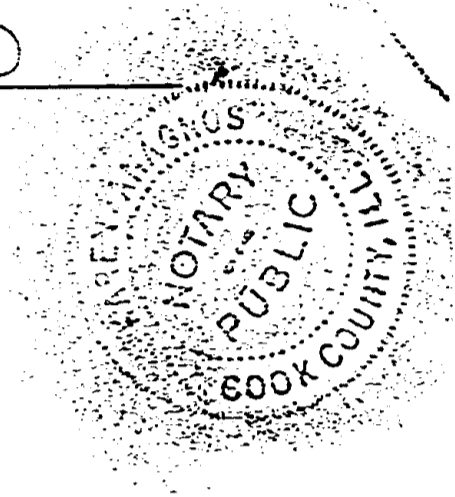
R75-60107

as said _____ own free and voluntary act and as
the free and voluntary act of said Company, as Trustee as afore-
said, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29th day of
OCTOBER, 1975

Klaus Praeger
Notary Public

My commission expires:
4-17-77



This Instrument was prepared by
John P. Hendy
Lord, Bissell & Brook, 135 South
LaSalle Street, Chicago, Illinois 60603

R75-60107

Mail to:

Lord, Bennett + Brock
135 S. La Salle St
Chicago, Ill 60603

attn: Thomas Healy