

SUPPLEMENTARY DECLARATION
(AMENDMENT NO. 3) TO THE DECLARATION OF COVENANTS
AND RESTRICTIONS FOR RIVERMIST HOME OWNERS ASSOCIATION

This Supplementary Declaration to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association is made this 17th day of June, 1994, by Harris Bank Naperville, not personally, but as Trustee under a Trust Agreement dated October 6, 1986 and known as Trust No. 4853 (hereinafter referred to as "Harris Trust") and First Midwest Trust Co., N.A., not personally, but as Trustee under a Trust Agreement dated November 1, 1993 and known as Trust No. 5822 (hereinafter referred to as "Midwest Trust") (hereinafter collectively referred to as "Covenantor").

W I T N E S S E T H:

WHEREAS, Harris Trust is or was the owner of the real property commonly known as Rivermist and legally described in Exhibit A of this Declaration, which exhibit is attached hereto and incorporated herein by reference, (hereinafter referred to as "Rivermist"); and

WHEREAS, Harris Trust caused to be recorded by the Will County Recorder's Office on September 10, 1987 as Document No. R87-50293 the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated September 4, 1987; and

WHEREAS, Midwest Trust is the owner of the real property commonly known as Rivermist Unit II and legally described in Exhibit B of this Declaration, which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Rivermist II"); and

WHEREAS, Rivermist II is contiguous to and its development is an extension of Rivermist; and

WHEREAS, Article I, Section 2 of the aforesaid Declaration provides that the Covenantor has the right to subject other property to the Declaration of Covenants and Restrictions at its discretion; and

WHEREAS, Midwest Trust and Harris Trust desire to preserve the values and amenities in the community created by Rivermist and Rivermist II by subjecting Rivermist II to the covenants, restrictions, easements, charges, and liens contained in the Declaration of Covenants and Restrictions for Rivermist Home Owners Association, Amendment No. 1 and Amendment No. 2, each of which is and are for the benefit of Rivermist II;

NOW THEREFORE, Harris Bank Naperville, not personally, but as Trustee under a Trust Agreement dated October 6, 1986 and known as Trust No. 4853, and First Midwest Trust Co., N.A., not personally, but as Trustee under a Trust Agreement dated November 1, 1993 and known as Trust No. 5822, declare that the real property described in Exhibit B is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens as set forth in the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated September 4, 1987, and recorded by the Will County Recorder's Office on September 10, 1987 as Document No. R87-50293 and Amendment No. 1 to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated January 10, 1992 and recorded by the Will

County Recorder's Office on February 25, 1992 as Document No. R92-0012612 and Amendment No. 2 to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated March 27, 1992 and recorded by the Will County Recorder's Office on June 6, 1992 as Document No. R92-44209 as hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS SUPPLEMENTARY
DECLARATION AND THE DECLARATION

The real property legally described in Exhibit B is and shall be held, transferred, sold, conveyed, and occupied subject to this Supplementary Declaration and to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated September 4, 1987, and recorded by the Will County Recorder's Office on September 10, 1987 as Document No. R87-50293 and Amendment No. 1 to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated January 10, 1992 and recorded by the Will County Recorder's Office on February 25, 1992 as Document No. R92-0012612 and Amendment No. 2 to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated March 27, 1992 and recorded by the Will County Recorder's Office on June 6, 1992 as Document No. R92-44209 as hereinafter set forth.

ARTICLE II

CLARIFICATION

Section 1. Definition of Rivermist. Rivermist II, as described in Exhibit B of this Supplementary Declaration, shall be known as Rivermist and shall be incorporated into any reference to Rivermist in the Declaration of Covenants and Restrictions for

Rivermist Home Owners Association, Amendment No. 1 and Amendment No. 2.

Section 2. Application to the Declaration. The lot owners of Rivermist II shall have the same rights and obligations under the Declaration of Covenants and Restrictions for Rivermist Home Owners Association, Amendment No. 1 and Amendment No. 2 as the lot owners of Rivermist referred to in said Declaration. Upon the recording of this Supplementary Declaration, the property legally described in Article I shall be subject to the covenants, restrictions, easements, charges, and liens for Rivermist Home Owners Association dated September 4, 1987, and recorded by the Will County Recorder's Office on September 10, 1987 as Document No. R87-50293 and Amendment No. 1 to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated January 10, 1992 and recorded by the Will County Recorder's Office on February 25, 1992 as Document No. R92-0012612 and Amendment No. 2 to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association dated March 27, 1992 and recorded by the Will County Recorder's Office on June 6, 1992 as Document No. R92-44209. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property described in Article I and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as to the property described in the aforesaid Declaration, Amendment No. 1 and Amendment No. 2. Every person or entity who is a record owner of the property described in Article I shall be a

member of the Rivermist Home Owners Association on the same terms and subject to the same qualifications and limitations as those members under the provision of the aforesaid Declaration, Amendment No. 1 and Amendment No. 2. In all respects, all of the provisions of the aforesaid Declaration, Amendment No. 1 and Amendment No. 2 shall apply to the property described in Article I and to the owners thereof with equal meaning and of like force and effect as to the property and owners described in the aforesaid Declaration, Amendment No. 1 and Amendment No. 2.

ARTICLE III

ADDITIONAL PROVISIONS

Section 1. The Covenantor hereby grants an easement for ingress and egress over, through, on, and upon all streets in Rivermist Unit II Subdivision to all owners of the properties located within those subdivisions now known as Rivermist and Woods of Rivermist, and their guests, business invitees and agents.

IN WITNESS WHEREOF, Harris Bank Naperville, not personally, but as Trustee under a Trust Agreement dated October 6, 1986 and known as Trust No. 4853, and First Midwest Trust Co., N.A., not personally, but as Trustee under a Trust Agreement dated November 1, 1993 and known as Trust No. 5822, have caused this Supplementary Declaration (Amendment No. 3) to the Declaration of Covenants and Restrictions for Rivermist Home Owners Association to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on the day first above written.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 HARRIS BANK NAPERVILLE, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HARRIS BANK NAPERVILLE, not personally, but as Trustee under a Trust Agreement dated October 6, 1986 and known as Trust No. 4853

See Trustee's Rider Attached Hereto And Made A Part Hereof

By: _____

Title: _____

Attest: _____

Title: _____

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 HARRIS BANK NAPERVILLE, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

HARRIS BANK NAPERVILLE, not personally
but as Trustee under L/T # 4853

By: *Mark E. Rice*
Mark E. Rice, Vice President

Attest:

By: *Mary A. Szczap*
Mary A. Szczap, Pro-Secretary

STATE OF ILLINOIS
COUNTY OF WILL

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mark E. Rice of Harris Bank Naperville, and Mary A. Szczap thereof, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Pro-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 Harris Bank Naperville, for the uses and purposes therein set forth, and the said Pro-Secretary did also then and there acknowledge that she as custodian of the corporate seal of said Harris Bank Naperville to said instrument as her own free and voluntary act, and as the free and voluntary act of said Harris Bank Naperville for the uses and purposes therein set forth.

August 18, 1994
DATE

Beverly J. Sheets
Notary Public

"OFFICIAL SEAL"
Beverly J. Sheets
Notary Public, State of Illinois
My Commission Expires Jan. 21, 1996

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 FIRST MIDWEST TRUST CO., N.A., on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

FIRST MIDWEST TRUST CO., N.A., not personally, but as Trustee under a Trust Agreement dated November 1, 1993 and known as Trust No. 5822

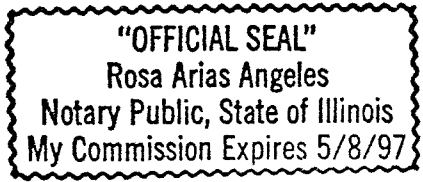
By: Corinne Carbery
Title: TRUST OFFICER

Attest: Judith M. Holmes
Title: TRUST OFFICER

STATE OF ILLINOIS)
COUNTY OF Will) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Carbery of First Midwest Trust Co., N.A., and Judith H. Helms thereof, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 Harris Bank Naperville, for the uses and purposes therein set forth, and the said _____ did also then and there acknowledge that _____ as custodian of the corporate seal of said First Midwest Trust Co., N.A. did affix the said corporate seal of said First Midwest Trust Co., N.A. to said instrument as _____ own free and voluntary act, and as the free and voluntary act of said First Midwest Trust Co., N.A. for the uses and purposes therein set forth.

Date: 8/22/94



Rosa Arias Angeles
Notary Public

EXHIBIT A

RIVERMIST

LOTS 1 THROUGH 33 AND OUTLOT 2 OF RIVERMIST, BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R87-28853 ON MAY 29, 1987, IN WILL COUNTY, ILLINOIS.

Property Location: East of Knoch Knoll Road, South of Ring Road,
Naperville

EXHIBIT B

LEGAL DESCRIPTION

LOTS 1 THROUGH 8, INCLUSIVE, AND LOT A OF RIVERMIST UNIT II BEING A SUBDIVISION OF PART OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 17, 1994 AS DOCUMENT NO. R94-61407 IN WILL COUNTY, ILLINOIS.

Permanent Parcel Number: 02-06-400-019

Prepared By and Mail To:

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08/16/94