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**— AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SADDLE BROOK
OAK BROOK, ILLINOIS**

**This Document Prepared By
and after Recording Mail To:**

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**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SADDLE BROOK
OAK BROOK, ILLINOIS**

THIS AMENDED AND RESTATED DECLARATION (the "Declaration"), is made this ____ day of June, 1997, by the SADDLE BROOK COMMUNITY ASSOCIATION.

WITNESSETH:

WHEREAS, LaSALLE NATIONAL BANK, as Trustee under Trust No. 46630, DOWNERS GROVE NATIONAL BANK, as Trustee under Trust No. 76-56, LAGRANGE STATE BANK, as Trustee under Trust No. 1472, CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust No. 60256, LASALLE NATIONAL BANK, as Trustee under Trust No. 51515, and FIRST CHICAGO TRUST COMPANY OF ILLINOIS as Successor Trustee to Oak Park Trust & Savings Bank, as Trustee under Trust Nos. 9807 and 9808, (collectively, the "Declarant") was the owner of the real property in the County of DuPage, State of Illinois, depicted and shown on the plats recorded with the DuPage County Recorder of Deeds on September 1, 1976, August 1, 1977, May 24, 1978, May 25, 1979, August 30, 1977, September 2, 1980 and October 18, 1990 as Documents R76-61656, R76-61657, R77-65388, R78-45097, R79-43083, R77-76836, R80-51479 and R90-140741 (hereinafter referred to as the "Property"), and such Property has been subdivided into the lots listed as Annex A;

WHEREAS, SADDLE BROOK DEVELOPMENT CO. INC. (the "Developer") was the prior Developer of the property; and

WHEREAS, Declarant deemed it desirable to impose a general plan for the improvement and development of the Property and the adoption and establishment of covenants, conditions and restrictions upon said Property and each and every lot and portion thereof and upon the use, occupancy and enjoyment thereof, all for the purpose of enhancing and protecting the value, desirability and attractiveness of said Property; and

WHEREAS, Declarant deemed it desirable for the efficient preservation of the value, desirability and attractiveness of said Property, pursuant to the provisions of this Declaration, to create a corporation to which should be delegated and assigned the power of maintaining and administering the Common Area and administering and enforcing these covenants, conditions

and restrictions and collecting and disbursing funds pursuant to the assessment and charges hereinafter created and referred to; and

WHEREAS, THE SADDLE BROOK COMMUNITY ASSOCIATION (hereinafter the "Association"), a non-profit corporation, has been incorporated under the laws of the State of Illinois for the purpose of exercising the powers and functions aforesaid; and

WHEREAS, Declarant conveyed title to all of said lots in the Property subject to certain covenants, conditions and restrictions hereinafter set forth; and

WHEREAS, the Developer has assigned all its rights, title and obligations under the Declaration to the Association; and

WHEREAS, the Declaration was originally filed at the Office of the DuPage County Recorder of Deeds on September 1, 1976 (Document 76-61658); and

WHEREAS, the Association, by a vote of at least seventy-five (75%) percent of its members has approved amendments to the Declaration,

NOW THEREFORE, the Association hereby amends and restates the Declaration and declares that all of the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements which are hereby declared to be for the benefit of the Property and the owners thereof, their successors and assigns. These covenants, conditions, restrictions and easements shall run with the Property and shall be binding on all parties having or acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of each Owner thereof and are imposed upon said Property and every part thereof as a servitude in favor of each and every Lot thereof as the dominant tenement.

ARTICLE I

GENERAL PURPOSES OF THIS DECLARATION

The Property is subjected to the Declaration to insure proper use and appropriate development and improvements of the Property and every part thereof; to protect each Owner therein from such improper use of surrounding lots as may depreciate the value of their lot; to guard against the erection thereon of buildings of improper design or unsuitable materials; to encourage the erection of original designs and attractive improvements, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all residents and, in general, to provide adequately for a residential subdivision of the highest quality and character, including the preservation of natural resources and environment.

ARTICLE II

DEFINITIONS

The following terms used in these covenants, conditions and restrictions shall be applicable to this Declaration and are defined as follows:

Section 1. "Association": The SADDLE BROOK COMMUNITY ASSOCIATION, an Illinois Not-for-Profit Corporation, its successors and assigns.

Section 2. "Basement": A story having part, but not more than one-half of its floor to clear ceiling height below grade. When a basement is used for storage, or garages for use of occupants of the building, or other facilities common for the operation and maintenance of the entire building, it shall not be counted as a story.

Section 3. "Board": The Board of Directors of the Association.

Section 4. "Buildable Area": That portion of a Lot which meets the minimum width requirements and setback lines.

Section 5. "Building": A structure built for the enclosure, shelter or protection of persons, animals, chattels, or movable property of any kind and which is permanently affixed to the land.

Section 6. "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.

Section 7. "Cellar": A story having more than one-half of its floor to clear ceiling height below grade. A cellar is not included in computing the number of stories for the purpose of height measurement.

Section 8. "Common Area": The Property owned by the Association and referred to on the Plat of Subdivision and easements created for the common use and enjoyment of the Owners, but shall not include lots or any part of the Property conveyed or dedicated to a public municipality or municipalities or other governmental entity.

Section 9. "Common Facilities": The walks, roads, streets, playgrounds, landscaping, lakes, recreational facilities, parking areas and such other improvements or structures from time to time located or constructed on the Common Area and maintained by the Association, and not conveyed to or owned by the Village or other governmental entity.

Section 10. "Conveyance": A Conveyance of a fee simple or leasehold title to any Lot.

Section 11. "Deed of Trust": The conveyance of any lot or other portion of the property to secure the performance of an obligation.

Section 12. "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 employees, maintaining a common household in a dwelling.

Section 13. "Fence": Any barrier, wall or similar structure intended to screen or to prevent escape or intrusion or to mark a boundary on any portion of any "Lot," "Lot Area," "Lot Line, Front," "Lot Line, Back," or "Lot Line, Side" if visible in whole or in part from any other Lot or from the Common Area.

Section 14. "Improved Lot": A Lot upon which a Building has been constructed.

Section 15. "Living Unit": Any Building or a portion thereof situated on a lot on the Property and intended for the use and occupancy of a single Family.

Section 16. "Lot": That portion of the Property shown on the recorded subdivision plat or plats of the Saddle Brook Subdivisions I and II improved or intended to be improved with one Living Unit as herein described. A Lot may or may not coincide with a lot of record.

Section 17. "Lot Area": The area of a horizontal plane bounded by lot lines.

Section 18. "Lot Line, Front": The boundary of a Lot abutting street. On a corner Lot, either lot line may be construed to be the front lot line by the Owner.

Section 19. "Lot Line, Rear": An interior lot line which is most distant from and is or is almost parallel to the front lot line, and in the case of an irregular or triangular-shaped lot a line 10 feet in length within the Lot, which is parallel to and at maximum distance from the front lot line.

Section 20. "Lot Line, Side": An interior lot line which is not a front lot line or a rear lot line.

Section 21. "Member": Subject to Article VI, Member shall mean or refer to every person or entity holding membership in the Association.

Section 22. "Occupant": Any person in possession of a Living Unit other than the Owner.

Section 23. "Owner": The record holder of title to any Lot on the Property, whether such Owner shall be one or more persons or entities, the beneficiary of a trust, shareholder of a corporation, or partner of a partnership, including contract sellers, but excluding those persons or entities having any interest merely as security for the performance of an obligation or an occupant.

Section 24. "Park Land": That portion of the Property which has been conveyed to the Oak Brook Park District, whether said land is maintained by the Association or the Park District.

Section 25. "Side Strip": The unpaved strip of land within a street right-of-way and which is parallel to the street.

Section 26. "Story": That portion of a building other than a (cellar included between the top surface of the next floor or roof above, except that a space used exclusively for the housing of mechanical services of the Building shall not be construed to be a Story if access to such space may be had only for maintenance of such services. The floor of a story may have split levels provided that there are not more than four feet difference in elevation between the different levels of the floor. A Basement shall be counted as a story and a mezzanine floor shall be counted as a story when it covers over one-third the area of the floor next below it, or if the vertical distance from the floor next below it to the floor next above it is 24 feet or more. When a Basement is used for storage, or garages for use of occupants of the Building, or other facilities common for the operation and maintenance of the entire Building, it shall not be counted as a story.

Section 27. "Story, Half": A partial story under a gable, hip or gambrel roof, the wall plates of which on at least two opposite exterior walls are not more than three feet above the floor of such story.

Section 28. "Structural Alteration": Any change in the supporting members of a structure, such as bearing walls, columns beams, or girders; or any substantial change in the roof or in the exterior walls, excepting such repair or replacement as maybe required for the safety of the building.

Section 29. "Structure": Anything constructed or erected, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground. A sign or other advertising device detached or projected shall be construed as a separate structure.

Section 30. "Structure Height": The height of a structure as measured from a base elevation determined by averaging the elevations of the principal corners in the perimeter wall of the structure at natural ground level to the highest point on the structure.

Section 31. "Yard Line, Front": A line in a Lot that is parallel to the front lot line and which is not nearer to the front lot line at any point than the required front yard depth.

Section 32. "Village": The Village of Oak Brook, or where applicable, the appropriate officials of the Village of Oak Brook.

ARTICLE III

ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation Pursuant to Approval. Upon approval in writing of the Association, pursuant to a two-thirds majority of the voting power of its members, any person who desires to add property to the plan of this Declaration and to subject such property to the jurisdiction of the Association, may file of record a Supplementary Declaration, as described in Section 2 of this Article.

Section 2. Supplementary Declarations. The additions authorized under the foregoing Section shall be made by filing of record a Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instrument, with respect to the additional real property which shall extend the plan of the Declaration to such real property. Such Supplementary Declarations contemplated above may contain such complementary additions and modifications of the covenants, conditions and restrictions contained in the Declaration as may be necessary to reflect the different character, if any, of the added property and as are not inconsistent with the plan of the Declaration. In no event, however, shall any such Supplementary Declaration, merger or consolidation revoke, modify or add to the covenants, conditions and restrictions established by this Declaration within the existing Property, except as hereinafter otherwise provided. The recordation of said Supplementary Declaration shall constitute and effectuate the annexation of said real property described therein, making said real property subject to this Declaration and subject to the functions, powers and jurisdictions of the Association.

Section 3. Mergers or Consolidations. Upon a merger or consolidation of the Association with another entity, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated entity or, alternatively, the properties, rights and obligations of another entity may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated entity may administer the covenants, conditions and restrictions established by this Declaration within the existing Property; provided, however, that no such merger shall be effective without the approval of at least the number of members required to approve any amendment to this Declaration.

ARTICLE IV

USE RESTRICTIONS

Section 1. All Lots in the Property and in such real property as shall be annexed thereto shall be used for no purpose other than a residential purpose, save and except the Lots owned by the Association. No Building shall be erected, altered, placed or permitted to remain on any such lot other than a structure designed by an Illinois insured and licensed architect and used as a

Living Unit, and having an attached garage containing not more than four (4) parking spaces for the sole use of the Owner. Said garages may have living quarters in connection therewith for the sole use of the employees of the Owner, but shall not be used for rental purposes. Other accessory structures may be erected in such manner and location only as hereinafter provided, or as approved in writing by the Association. No accessory structure shall exceed seventeen (17) feet in height unless a greater height is approved in writing by the Association,

Section 2. Screening. Tennis courts and swimming pools shall be screened from any interior street by an evergreen hedge or other visual barrier as approved in writing, by the Architectural Review Committee. Such Committee may adopt rules and regulations from time to time with respect to fencing pools and tennis courts. Swimming pools and tennis courts may be located only in the rear yard.

Section 3. Driveways. Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphalt, concrete, washed aggregate, brick or the equivalent thereof and shall not be located nearer to any Lot Line Side or Lot Line Rear than three (3) feet. Plans and specifications for driveways, culverts, pavement edgings or markers shall be approved in writing by the Association.

Section 4. Natural Drainage Ways. Where there exists on any Lot a natural condition of accumulation of storm or surface water remaining over an extended period of time, the Owner may with the written approval of the Association, or its successors or assigns, take such steps as shall be necessary to remedy such condition, provided that no alteration or diversion of such natural flow proposed by the Owner will cause damage to other property, either inside or outside the confines of the Property, and provided further that the same are otherwise in conformance with the ordinances, rules and regulations of the Village.

Section 5. Restriction on Parking. No boat, airplane, trailer, truck, house trailer, camper, motorized recreational vehicle, commercial vehicle, or snowmobile shall be stored (permanently or temporarily) in the open on any of the property, except that conventional passenger vehicles of the Owners, Occupants and their guests shall be permitted to be parked on the Owner's driveway. The Parkway located between the pavement and the Lot Line Front of each Lot shall not be used for the parking of any private or commercial vehicles, boats, trailers, campers, trucks, recreational vehicles, or snowmobiles. With prior permission of the Association, an Owner may load or unload a recreational vehicle or boat over a 48-hour period on his or her Property. The term "Commercial Vehicles" shall include all motor vehicles and equipment, including automobiles, stationwagons, trucks or vehicular equipment which shall bear signs or have printed on the side of same reference to any commercial undertaking.

Section 6. Home Occupations. No home occupation industry, business, trade, occupation or profession of any kind (commercial, religious, educational or otherwise) designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Living Unit unless such activity is incidental to the primary residential use of such Living Unit. In no event may any person advertise such ancillary business on the exterior

of the Living Unit or otherwise on the Property. Nor may any such ancillary business be conducted if it results in increased traffic or parking. Any such activities must be in accordance with any ordinances adopted by the Village of Oak Brook. These restrictions shall not be construed in such a manner as to prohibit an Owner from (a) maintaining his personal office and/or professional library therein; (b) keeping his personal business or professional records or accounts therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom.

Section 7. Noxious or Offensive Activities. No noxious, dangerous, unsightly or offensive activities shall be conducted upon any of the Property, nor shall anything be done thereon which may be or may become an annoyance, danger or nuisance to the Members.

(a) Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

(1) The maintenance of unsightly plants or underbrush or plants breeding infectious plant diseases or noxious insects.

(2) The burning of refuse outside a Living Unit (except as the burning of leaves may be permitted by Ordinance of the Village or other governmental entity).

(3) The hanging of laundry or other articles, or the erection of laundry drying equipment outside the Living Unit.

(4) The raising, breeding or maintaining of any livestock, poultry, or animals, excepting therefrom two (2) dogs, or cats over four (4) months of age per Living Unit.

(5) The storage of garbage outside the Living Unit.

(6) All ground-mounted metallic structures, except Fences, basketball goal posts and mail boxes and jungle gyms.

(b) The Board shall adopt rules and regulations from time to time with respect to signage issues and the limited use of "For Sale," "Open House" and "Garage Sale" signs.

(c) The Board may from time to time adopt rules and regulations with respect to the maintenance of exterior television or radio antennae, television dishes, poles, wires, rods, or other devices in connection with the reception or transmission of any television, radio or any other electrical signal.

The Board may from time to time adopt or amend such additional rules and regulations governing the operation, maintenance, beautification and use of the Common Area not

inconsistent with the terms of this Declaration as it sees fit, and the Owner shall conform and abide by such rules and regulations. Written notice of such rules and regulations shall be given to all Owners and Occupants. A violation of such rules and regulations by an Occupant shall be deemed a violation of the terms of this Declaration by an Owner.

Section 8. Nameplates and Hospitality Light Standards, Flag Poles or Mail Boxes.

There shall be not more than one nameplate on each Lot. A nameplate shall not be more than forty-eight (48) square inches in area, and contain the name of the occupant and/or the address of the Living Unit. It may be located on the door of the Living Unit or the wall adjacent thereto, or upon the wall of an accessory building or structure, or free-standing on the front or side yard, provided that the height of the nameplate is not more than twelve (12) inches above the adjoining ground grade. Three hospitality light standards of a design approved by the Association, or its successors or assigns may be located within the front yard. No flood lights shall be permitted which illuminate adjoining Lots without the prior written approval of the then Owner of the adjoining Lot. Flag Poles are permitted, provided the pole is non-metallic and is not more than twenty-five (25) feet in height, unless otherwise approved by the Association. Owners shall have the duty to maintain their mail boxes, and all mail boxes shall be constructed, maintained, replaced and repaired in accordance with standards and specifications established by the U.S. Postal Service.

Section 9. Temporary Structures. No trailer, basement of an uncompleted building, tent, shack, garage, barn, and no temporary building or structure of any kind shall be used at any time for a Living Unit. Temporary buildings or structures used during the construction of a Living Unit, shall be on the same Lot as the Living Unit, in such buildings or structures shall be removed promptly upon the completion of construction. Construction equipment may be stored temporarily on the Lot during the period of construction.

Section 10. Maintenance of Parkways and Boundary Easement. Owners shall be responsible for the maintenance of the lawn in the parkways located between their lot lines and the edge of the street on which said Lot abuts, and any contiguous areas, whether owned by the Village of Oak Brook, Oak Brook Park District or the Association. The Association shall be responsible for the maintenance of the 35th Street entranceway and entranceways on 38th Street and Meyers Road and 35th Street and Brougham Road and each entrance and exit at Saddle Brook Chase and any other entrance or exit established by the Association.

Section 11. Deviations by Agreement with the Association. The Association, shall have the right to enter into agreements with any Owners (without the consent of Owners of other Lots or adjoining or adjacent property) to deviate from any and all of the covenants set forth in this Article IV, provided there are practical difficulties or particular hardships evidenced by the petitioning Owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenant, condition or restriction involved or any other Covenant as to the remaining Property. Any such agreement shall be made available to any Owner upon payment of a reasonable copying fee.

Section 12. Common Areas, Park District Land and Parkways. No Owner, his family, guests or employees shall deposit any refuse on the Oak Brook Park District, Village property or on any Common Area, ponds or vacant Lot, including (but not limited to) garbage, grass clippings, Christmas trees, branches, or waste material of any type.

ARTICLE V

ARCHITECTURAL CONTROLS

Section 1. Architectural Review Committee. The Board of Directors of the Association shall establish an Architectural Review Committee which shall consist of between three (3) and five (5) members appointed by the Board. The Architectural Review Committee shall consist of at least one (1) member of the Board, and may include no more than one (1) member who is not an Owner.

Section 2. Architectural Review. If an Owner desires to alter, add or change the exterior of any structure or Dwelling located on a Lot in any manner, or demolish an existing Dwelling or construct a new Dwelling, structure, ancillary building, fence, or other screening device or wall upon a Lot, then, such Owner shall submit plans and specifications showing the nature, kind, height, shape, material, color scheme and proposed location and landscape plan of the same to the Architectural Review Committee. The Architectural Review Committee shall consider any such request on the basis of its harmony of exterior design and location in relation to surrounding structures and topography. In no instance shall a Structure of a design substantially similar to any other Building or Structure in the Property be permitted except as permitted by the Architectural Review Committee. Within forty-five (45) days after the submission of complete plans and specifications the Architectural Review Committee shall approve or disapprove such request in writing. If the Architectural Review Committee disapproves such plans, the Architectural Review Committee shall specify in writing the reasons therefor. In the event the Architectural Review Committee fails to so approve or disapprove such a request within forty-five (45) days after such plans and specifications are submitted by the Owner, such request will be deemed approved. The Architectural Review Committee may charge a reasonable fee for administering the review process. Failure of an Owner to obtain Architectural Review Committee's approval as required by this paragraph shall constitute a violation and breach of this Declaration. The Association shall, in that event, have the right to pursue all remedies set forth in this Declaration.

Section 3. Right to Require Construction Bond. In the event that the Architectural Review Committee approves a proposed improvement or addition or modification on the Lot, the Architectural Review Committee may, at its sole option, require the Owner to purchase a construction bond in favor of, or deposit a cash bond with, the Association in the amount reasonably set by the Architectural Review Committee from time to time. Failure to complete the construction in strict accordance with the approval granted by the Architectural Review Committee could result in the forfeiture of part or all of the construction bond.

Section 4. Undue Delays; Debris. An Owner shall use best efforts to cause the construction process to proceed as expeditiously as possible. If the Architectural Review Committee determines that an Owner has abandoned the construction process or the Owner otherwise allows unreasonable delays in the construction process, the Architectural Review Committee may draw upon the construction bond required above. If an Owner fails to maintain and keep in a safe and clean manner any Lot during the construction process for more than five (5) days, the Architectural Review Committee may draw upon the construction bond or cause such Lot to be cleaned in which case the Owner shall be responsible for the costs thereof. Within five (5) days after a draw on the construction bond, the Owner shall be required to increase the amount of the construction bond to its balance prior to the date on which the Architectural Review Committee made a draw. The Architectural Review Committee may impose such additional penalties as it deems advisable for a violation of this paragraph, including the assessment of an amount equal to one and one-half (1 1/2) times the cost of such clean up.

ARTICLE VI

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record Owner of an interest in any Lot shall be subject to this Declaration and shall be a member of the Association. The terms and provisions set forth in this Declaration, which are binding upon all Owners and all Members in the Association, are not exclusive, as the Member shall, in addition, be subject to the terms and provisions of the Articles of Incorporation and the By-Laws of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation or as an Occupant. No Owner shall have more than one membership per Lot. Membership shall be appurtenant to and may not be separated from the ownership of record of any Lot. Ownership shall be the sole qualification for Membership. In the event a Lot is leased, an Occupant shall also be subject to all the covenants, conditions and restrictions referenced herein, but the voting rights shall be exercised by the Owner.

Section 2. Transfer. The Membership held by any Owner shall not be transferred, pledged or alienated in any way except upon the sale or encumbrance of such Lot, and then only to the purchaser or deed of trust holder of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner should fail or refuse to transfer the Membership to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association.

Section 3. Voting Rights. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

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

ARTICLE VII

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Member's Easements of Enjoyment. Every Member shall have a right of enjoyment in and to the Common Area and such right shall be appurtenant to and shall pass with the title to every assessed Lot, subject to the following provisions:

(a) The right of the Association to limit gatherings on the Common Area to only those events sponsored by the Association..

(b) The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereof.

(c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof, to mortgage said property, provided that the rights of such mortgages shall be subordinate to the rights of the members.

(d) The right of the Association to suspend the voting rights and right to use the Common Area by a Member for any period during which any assessment against his Lot remains unpaid and delinquent; and to suspend the right to the use of the recreational facilities by a member for a period not to exceed thirty (30) days for any single infraction of the rules and regulations of the Association, provided that any suspension of such or right to use the recreational facilities, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the By-Laws of the Association.

(e) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purpose and 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 Members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) nor more than sixty (60) days in advance.

Section 2. Delegation of Use. Any Member may delegate the right of enjoyment to the Common Area and recreational facilities to the members of his or her family or Occupants.

Section 3. Waiver of Use. No Member may be exempted from personal liability for assessments duly levied by the Association, nor release the Lot owned from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of a Lot.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner by acceptance of a deed or lease therefor, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant and agree to pay to the Association; (1) regular assessments or charges, and (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The regular and special assessments, together with such interest thereof and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. When delinquent, payment of both the assessment, interest and said costs of enforcement may thereafter be enforced against the Owner personally, or as a lien on said Lot. The Association may, at its discretion, file a lien evidencing non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. The Association will further have the right to foreclose the lien therefor as hereinafter provided. There shall be added to the amount due the costs of said suit plus fees and expenses together with lawful interest and reasonable attorney's fees and costs. The foreclosure action may be brought in the name of the Association as in the case of foreclosure of liens against real estate. In addition to the foregoing, the Association or its agents shall have such rights and remedies to enforce such collection as may otherwise be provided or permitted by law from time to time.

Section 2. Purpose of Assessments. For purposes of this Declaration, an Owner shall be deemed to include beneficiaries of any land trust or the holders of any direct or indirect ownership interest in any entity holding title to such real property. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, for the improvement and maintenance of the Properties and the use and enjoyment of the Common Area.

Section 3. Regular Assessments. The amount and time of payment of regular assessments shall be determined by the Board of Directors, pursuant to the Articles of Incorporation and By-Laws of said Association after giving due consideration to the current maintenance costs and future needs of the Association. Written notice of the amount of an assessment, regular or special, shall be sent to every Owner, and the due date for the payment shall be set forth in said notice.

Section 4. Special Assessments for Capital Improvements. In addition to the regular assessments, the Association may levy in any calendar year, one or more special assessments applicable to that year, only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the votes present either in person or by proxy at a meeting where a quorum is present and duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting, setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment. Both regular and special assessments shall be fixed at a uniform rate for all Lots and will be collected on an annual basis.

Section 6. Date of Commencement of Regular Assessments and Fixing Thereof. The regular assessments shall commence as to all Lots on the first day of the month following the conveyance of the first improved Lot to an individual Owner. The regular assessments as to Lots in annexed areas, provided said Lots shall have become subject to assessment by the Association, shall commence with respect to all Lots within each such annexed area on the first day of the month following the conveyance of the first improved Lot therein to an individual Owner.

Section 7. Certificate of Payment. The Association shall upon demand furnish to any Owner liable for said assessments, a certificate in writing signed by an officer or agent of the Association, setting forth whether the regular and special assessments on a specified Lot have been paid, and the amount of the delinquency, if any. A reasonable charge may be made by the Board for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Exempt Property. The following property subject to this Declaration shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by a local public authority, governmental entity, including the Oak Brook Park District, or public utility; and
- (b) The Common Area.

ARTICLE IX

NON-PAYMENT OF ASSESSMENTS

Section 1. Other Charges. Any assessment provided for in this Declaration, which is not paid when due, shall be delinquent. With respect to each assessment not paid within fifteen (15) days after its due date, the Association may, at its election, require the Owner to pay a "late charge" in a sum to be determined by the Association, but not to exceed FIFTY DOLLARS

(\$50.00) per each delinquent assessment. If any such assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the highest per annum rate then in effect for non-business related loans, and the Association may, at its option, bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the late charge, the costs of preparing, and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include said interest and reasonable attorney's fees, together with the costs of action. Each Owner vests in the Association or its assigns, the right and power to bring all actions at law or lien foreclosure against such Owner or other Owners for the collection of such delinquent assessments.

Section 2. Cumulative Remedies. The assessment lien and the right to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Association and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

ARTICLE X

DUTIES AND POWERS OF THE ASSOCIATION AND THE VILLAGE

Section 1. Duties and Powers of the Association. In addition to the duties and powers enumerated in its Articles of Incorporation and By-Laws, and without limiting the generality thereof, the Association shall:

- (a) Own, maintain and otherwise manage all of the Common Areas and all recreational facilities, improvements and landscaping thereon, and all other property acquired by the Association or property owned by a governmental entity which by mutual agreement has been delegated for maintenance to the Association.
- (b) Pay any real and personal property taxes and other charges assessed against the Common Areas.
- (c) Obtain for the benefit of the Common Areas: street and walkway lighting, water, gas and electric services, and refuse collection.
- (d) Grant easements for utilities and sewer facilities over the Common Areas to serve the Common Areas and the Property.
- (e) Maintain such policy or policies of insurance as the Board of Directors of the Association deems necessary or desirable in protecting the interests of the Association and its Members.

(f) Employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or entity appointed as a manager or managing agent shall provide for the right of the Association to terminate at the first annual meeting of the Members after said appointment.

(g) Have the power to establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(h) Have a duty to maintain all drainage facilities and easements owned by the Association in accordance with the requirements of the Village.

Section 2. Easement in Private Streets. The Village is hereby granted an easement for itself, its agents and employees on and over the private streets within the Association for the purpose of enforcing the provisions of the Illinois Vehicle Code. Notwithstanding the foregoing, the Village shall not be required or obligated to provide, patrol or enforce any provisions of the Illinois Vehicle Code on said streets.

Section 3. Failure to Maintain Private Streets and Adjacent Parkways. If the Village determines after a public hearing held on ten (10) days prior written notice to the Association, that the association that owns the private streets has failed or ceased to maintain the private streets and the landscaping, if any, on the adjacent parkways, the association agrees that the Village shall, at the Village's option, assume the maintenance thereof and shall bill the association that owns the private streets directly for the costs of such maintenance which the association agrees to pay promptly upon receipt of such billing. To the extent that the cost of such services exceeds the income of the association, such excess shall constitute an automatic increase in the regular assessment and shall be due and payable within thirty (30) days after notice thereof to the Owner. The association agrees that in the event it shall be more than sixty (60) days in arrears in the payment of the maintenance costs billed to it by the Village, it will assign any and all lien rights which it may have for payment of the regular assessments to the Village if the Village so elects. The failure of the Village to elect such an assignment shall in no way preclude any rights and remedies that the Village may have against the association or its members, including the obtaining of an assignment of such lien rights at a later date.

ARTICLE XI

EASEMENTS

Section 1. The rights and duties of the Owners with respect to sanitary sewer and water, electricity, cable television, tree maintenance, gas and telephone lines and drainage facilities shall be governed by the following:

(a) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Association, which connections, lines or facilities, lie in or upon Lots owned by the Association or others, the Owners served by said connections, lines or facilities shall have the right to enter upon the Lots or to have utility companies enter upon the Lots to repair, replace and generally maintain said connection, line or facility.

(b) Wherever sanitary sewer house connections and/or water house connections or electricity, gas, telephone or cable television lines or drainage facilities are installed within the Association, which connections serve more than one Lot, the Owner of each Lot served by said connections shall be entitled to the full use and enjoyment of said connections.

(c) The duty of the Village to prune, maintain and replace their trees within the parkways adjacent to Village roads.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner or the successor in interest of an Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or any amendment thereto, including the right to prevent the violation of any such restrictions, conditions, covenants or reservations and the right to recover damages or other dues for such violation; provided, however, that with respect to assessment liens, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Village is hereby made a third party-beneficiary to these conditions, covenants and restrictions and its agents and employees shall have the unrestricted right and authority to enforce the provisions of Section 1, Subparagraphs (h) and (i), Section 2 and Section 3 of Article X, Duties and Powers of the Association and the Village, in law or in equity and to refuse to issue any permits which would result in a violation of said sections. Notwithstanding the foregoing, the Village shall be under no obligation to enforce the provisions of said Sections. Its failure to enforce said sections shall in no event be deemed a waiver of the Village's right to do so at a later time. In the event there is at any time a conflict between any provision of any then effective ordinance, rule or regulation of the Village, the ordinance, rule or regulation of the Village then in effect shall prevail, but only to the extent it is more restrictive than this Declaration. Wherever any officer or employee of the Village is required or authorized by any state law, this Declaration, any ordinance or resolution, or rules and regulations or orders issued thereunder, to enter any premises or vehicle for the purpose of making an inspection thereof or of anything therein contained or for the purpose of carrying out his duties, such officer or employee shall have the right to enter any such premises or vehicle at

any reasonable time in pursuance of such duties; provided, that such entry and inspection shall be made in a lawful manner.

Section 2. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants, conditions and restrictions of this Declaration shall run with and bind the Lots, and shall inure to the benefit of and be enforceable by the Association or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years, unless an instrument, signed by a majority of the Members, has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part.

Section 4. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community or tract and for the maintenance of common recreational facilities and Common Areas. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 5. Amendment. This Declaration may be amended only by the affirmative assent or vote of not less than seventy-five percent (75%) of the outstanding membership entitled to vote and, further, this amendment provision shall not be amended to allow amendments by the assent or vote of less than seventy-five percent (75%) of said membership; provided, however, that Article XII, Section 6 shall not be amended without the consent of the lien holder under any first deed of trust. Any modification or amendments to the Declaration of Covenants, Conditions and Restrictions which would affect the procedure for the maintenance of any improvements to Common Areas or affect or modify the requirements of Section 1(h), Section 1(i), Section 2 and Section 3 of "Article X, Duties and Powers of the Association and the Village," shall also be approved by the Village, and such approval shall be recorded prior to effective date of modification or amendment. Any amendment or modification must be properly recorded.

Section 6. Rights of Mortgagees. 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 subject to the Declaration, 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 by deed in lieu of foreclosure, or is 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 such grantee or 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.

Section 7. Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine.

Section 8. Nuisance. The result of every act or omission, whereby any provision, condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable against every such result, and may be exercised by the Association, or any other land owner. Such remedy shall be deemed cumulative and not exclusive.

Section 9. Attorney's Fees. In the event action is instituted to enforce any of the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment reasonable attorney's fees and costs of such suit. If an Owner causes the Association to become involved in any action, suit or proceeding, through no fault of the Association, the Owner shall be responsible for all costs and reasonable attorney's fees in connection therewith.

Section 10. Election and Removal of Directors. The Members shall vote for the election or removal of the Directors of the Association. Each Owner entitled to vote in any election for a Director may cumulate his votes and give one candidate a number of votes equal to the number of Directors to be elected, or distribute his votes on the same principle among as many candidates as he sees fit. The candidates receiving the highest number of votes, up to the number of Directors to be elected, shall be deemed elected. The entire Board of Directors of the Association or any individual Director may be removed by a vote of the owners holding a majority of the outstanding memberships entitled to vote at an election of Directors. However, unless the entire Board is removed, an individual Director shall not be removed unless the affirmative votes for his removal exceed or are at least equal the minimum number of votes required to elect a Director under cumulative voting procedures. If any Director is removed in the manner authorized above, a new Director may be elected at the same meeting.

Section 11. Indemnification of Directors, Officers, Agents, Committee Members and Employees. Except to the extent prohibited by then applicable law, this Association shall reimburse, indemnify and hold harmless each present and future director, officer, agent, committee member and employee of this Association, and any person appointed or employed by such person or is otherwise performing services on behalf of the Association and each person who, at the request of this Association acts as a director, officer, agent, committee member or employee of any other corporation in which this Association has an interest, from and against all loss, cost, liability and expense which may be imposed upon or reasonably incurred by him, including reasonable settlement payments, costs and reasonable attorneys' fees, in connection with any claim, action, suit or proceeding or threat thereof, made or instituted, in which he may be involved or be made a party by reason of his being or having been a director, officer, agent, committee member or employee of this Association or such other corporation, or by reason of any action alleged to have taken or omitted by him in such capacity, if a disinterested majority of the Board of Directors of this Association (or, if a majority of the Board of Directors is not

disinterested, then independent legal counsel) determines in good faith that such person was acting in good faith (a) within what he reasonably believed to be the scope of his authority or employment, and (b) for a purpose which he reasonably believed to be in the best interests of the Association. The right to indemnification provided in this section shall inure to each person referred to in this section, whether or not the claim asserted against him is based on matters which arose in whole or in part prior to the adoption of this section and in the event of his death shall extend to his legal representatives, heirs, successors or assigns. The right of indemnification provided in this section shall not be exclusive of any other rights to which any such person, or any other individual, may be entitled as a matter of law (including, without limitation, his rights under Illinois Business Corporation Act, or under any agreement, vote of directors or stockholders or policy of insurance or otherwise).

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

SADDLE BROOK COMMUNITY ASSOCIATION

By: Anthony G. Tappin
Its President

ATTEST:

By: Cathy Ann Scangrass
Its: Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF DuPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that Anthony Tappin, President of Saddle Brook Community Association, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as the free and voluntary act of Saddle Brook Community Association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 30th day of June, 1997.

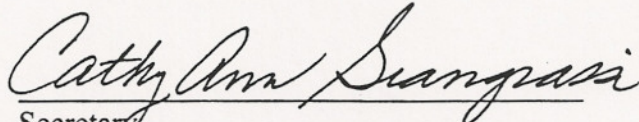


Kelly L Pilas
Notary Public

SADDLE BROOK COMMUNITY ASSOCIATION

The undersigned, being the duly elected Secretary of Saddle Brook Community Association, hereby states that on March 31, 1997, the members of the Saddle Brook Community Association approved the Amended and Restated Declaration of Covenants, Conditions and Restrictions by at least seventy-five percent of the members present in person or by proxy, subject to such further technical alterations prior to recording.

IN WITNESS WHEREOF I have executed the Secretary Certificate this 30th day of June, 1997.


Secretary

ANNEX A

Legal Description

Lots 1 to 40, both inclusive, of Saddle Brook Unit No. 1, being a Subdivision of part of the South Half of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, according to the Plat thereof recorded September 1, 1976 as Document No. R76-61656.

Lots 41 to 108, both inclusive, of Saddle Brook Unit No. 2, being a Subdivision of part of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, according to the Plat thereof recorded September 1, 1976 as Document No. R76-61657.

Lots 109 to 164, both inclusive, of Saddle Brook Unit No. 3, being a Subdivision of part of the South Half of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, according to the Plat thereof recorded August 1, 1977 as Document No. R77-65388.

Lots 165 to 277, both inclusive, of Saddle Brook Unit No. 4, being a Subdivision of part of the Southwest Quarter of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, according to the Plat thereof recorded May 24, 1978 as Document No. R78-45097.

Lots 278 to 330, both inclusive, of Saddle Brook Unit No. 5, being a Subdivision of part of the Southwest Quarter of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, in DuPage County, Illinois, according to the Plat thereof recorded May 25, 1979 as Document No. R79-43083.

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
1	2607 35th Street	06-33-405-011
2	2609 35th Street	06-33-405-010
3	Common Area	06-33-405-021
4	2615 35th Street	06-33-405-009
5	2619 35th Street	06-33-405-008
6	2623 35th Street	06-33-405-007
7	2701 35th Street	06-33-405-006
8	2707 35th Street	06-33-405-005
9	2711 35th Street	06-33-405-004
10	2715 35th Street	06-33-405-003
11	2717 35th Street	06-33-405-002
12	2725 35th Street	06-33-405-001
13	Common Area	06-33-405-012
14	Park Area	06-33-405-013
15	113 Saddle Brook Drive	06-33-405-016
16	115 Saddle Brook Drive	06-33-405-015
17	117 Saddle Brook Drive	06-33-405-014
18	119 Saddle Brook Drive	06-33-405-017
19	121 Saddle Brook Drive	06-33-405-018
20	123 Saddle Brook Drive	06-33-405-019
21	125 Saddle Brook Drive	06-33-405-020
22	118 Saddle Brook Drive	06-33-406-001
23	12 Carriage Court	06-33-406-002
24	14 Carriage Court	06-33-406-003
25	16 Carriage Court	06-33-406-004
26	18 Carriage Court	06-33-406-005
27	19 Carriage Court	06-33-406-006
28	17 Carriage Court	06-33-406-010
29	15 Carriage Court	06-33-406-009
30	13 Carriage Court	06-33-406-008
31	11 Carriage Court	06-33-406-007
32	122 Saddle Brook Drive	06-33-406-011
33	124 Saddle Brook Drive	06-33-406-012
34	126 Saddle Brook Drive	06-33-406-013
35	128 Saddle Brook Drive	06-33-406-014
36	130 Saddle Brook Drive	06-33-406-015
37	Park Area	06-33-406-016
38	132 Saddle Brook Drive	06-33-406-017
39	134 Saddle Brook Drive	06-33-406-018
40	133 Saddle Brook Drive	06-33-405-022
41	201 Bridle Path Circle	06-33-405-023
42	203 Bridle Path Circle	06-33-405-024
43	205 Bridle Path Circle	06-33-405-025

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
44	207 Bridle Path Circle	06-33-405-026
45	209 Bridle Path Circle	06-33-405-027
46	211 Bridle Path Circle	06-33-405-028
47	213 Bridle Path Circle	06-33-405-029
48	215 Bridle Path Circle	06-33-405-030
49	217 Bridle Path Circle	06-33-408-012
50	219 Bridle Path Circle	06-33-408-011
51	221 Bridle Path Circle	06-33-408-010
52	223 Bridle Path Circle	06-33-408-009
53	225 Bridle Path Circle	06-33-408-008
54	227 Bridle Path Circle	06-33-408-007
55	229 Bridle Path Circle	06-33-408-006
56	231 Bridle Path Circle	06-33-408-005
57	233 Bridle Path Circle	06-33-408-004
58	235 Bridle Path Circle	06-33-408-003
59	237 Bridle Path Circle	06-33-408-002
60	239 Bridle Path Circle	06-33-408-001
61	220 Bridle Path Circle	06-33-407-001
62	145 Saddle Brook Drive	06-33-407-002
63	Park Area	06-33-407-004
64	218 Bridle Path Circle	06-33-407-003
65	216 Bridle Path Circle	06-33-407-009
66	214 Bridle Path Circle	06-33-407-010
67	212 Bridle Path Circle	06-33-407-011
68	210 Bridle Path Circle	06-33-407-012
69	208 Bridle Path Circle	06-33-407-013
70	206 Bridle Path Circle	06-33-407-014
71	204 Bridle Path Circle	06-33-407-008
72	202 Bridle Path Circle	06-33-407-007
73	135 Saddle Brook Drive	06-33-407-006
74	137 Saddle Brook Drive	06-33-407-005
75	136 Saddle Brook Drive	06-33-406-034
76	168 Saddle Brook Drive	06-33-406-033
77	140 Saddle Brook Drive	06-33-406-032
78	142 Saddle Brook Drive	06-33-406-031
79	144 Saddle Brook Drive	06-33-406-030
80	146 Saddle Brook Drive	06-33-406-029
81	Park Area	06-33-406-028
82	21 Blue Grass Court	06-33-406-024
83	23 Blue Grass Court	06-33-406-025
84	25 Blue Grass Court	06-33-406-026
85	27 Blue Grass Court	06-33-406-027
86	26 Blue Grass Court	06-33-406-023

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
87	24 Blue Grass Court	06-33-406-022
88	22 Blue Grass Court	06-33-406-021
89	20 Blue Grass Court	06-33-406-020
90	112 Saddle Brook Drive	06-33-406-019
91	110 Saddle Brook Drive	06-33-304-007
92	301 Hambletonian Drive	06-33-304-006
93	303 Hambletonian Drive	06-33-304-005
94	305 Hambletonian Drive	06-33-304-004
95	307 Hambletonian Drive	06-33-304-003
96	309 Hambletonian Drive	06-33-304-002
97	311 Hambletonian Drive	06-33-304-001
98	308 Hambletonian Drive	06-33-303-007
99	306 Hambletonian Drive	06-33-303-008
100	304 Hambletonian Drive	06-33-303-009
101	302 Hambletonian Drive	06-33-303-010
102	106 Saddle Brook Drive	06-33-303-011
103	104 Saddle Brook Drive	06-33-303-006
104	2809 35th Street	06-33-303-005
105	2811 35th Street	06-33-303-004
106	2815 35th Street	06-33-303-003
107	2819 35th Street	06-33-303-002
108	Park Area	06-33-303-001
109	510 Forest Mews Drive	06-33-304-008
110	508 Forest Mews Drive	06-33-304-009
111	333 Hambletonian Drive	06-33-304-010
112	504 Forest Mews Drive	06-33-304-011
113	502 Forest Mews Drive	06-33-304-012
114	500 Forest Mews Drive	06-33-304-013
115	403 Suffolk Lane	06-33-406-035
116	405 Suffolk Lane	06-33-406-036
117	407 Suffolk Lane	06-33-406-037
118	409 Suffolk Lane	06-33-406-038
119	411 Suffolk Lane	06-33-406-039
120	Park Area	06-33-406-040
121	413 Suffolk Lane	06-33-406-041
122	149 Saddle Brook Drive	06-33-408-019
123	151 Saddle Brook Drive	06-33-408-018
124	153 Saddle Brook Drive	06-33-408-017
125	155 Saddle Brook Drive	06-33-408-016
126	157 Saddle Brook Drive	06-33-408-015
127	159 Saddle Brook Drive	06-33-408-014
128	161 Saddle Brook Drive	06-33-408-013
129	163 Saddle Brook Drive	06-33-306-006

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
130	165 Saddle Brook Drive	06-33-306-005
131	167 Saddle Brook Drive	06-33-306-004
132	169 Saddle Brook Drive	06-33-306-003
133	171 Saddle Brook Drive	06-33-306-002
134	173 Saddle Brook Drive	06-33-306-001
135	166 Saddle Brook Drive	06-33-305-022
136	164 Saddle Brook Drive	06-33-305-023
137	162 Saddle Brook Drive	06-33-305-024
138	160 Saddle Brook Drive	06-33-305-025
139	158 Saddle Brook Drive	06-33-305-026
140	156 Saddle Brook Drive	06-33-305-027
141	154 Saddle Brook Drive	06-33-305-028
142	152 Saddle Brook Drive	06-33-409-002
143	414 Suffolk Lane	06-33-409-001
144	Park Area	06-33-305-021
145	412 Suffolk Lane	06-33-305-020
146	410 Suffolk Lane	06-33-305-019
147	408 Suffolk Lane	06-33-305-018
148	406 Suffolk Lane	06-33-305-017
149	404 Suffolk Lane	06-33-305-016
150	503 Forest Mews Drive	06-33-305-015
151	31 Steeple Ridge Court	06-33-305-008
152	33 Steeple Ridge Court	06-33-305-009
153	35 Steeple Ridge Court	06-33-305-010
154	37 Steeple Ridge Court	06-33-305-011
155	39 Steeple Ridge Court	06-33-305-012
156	41 Steeple Ridge Court	06-33-305-013
157	43 Steeple Ridge Court	06-33-305-014
158	44 Steeple Ridge Court	06-33-305-007
159	42 Steeple Ridge Court	06-33-305-006
160	40 Steeple Ridge Court	06-33-305-005
161	38 Steeple Ridge Court	06-33-305-004
162	36 Steeple Ridge Court	06-33-305-003
163	34 Steeple Ridge Court	06-33-305-002
164	32 Steeple Ridge Court	06-33-305-001
165	509 Forest Mews Drive	06-33-305-040
166	Park Area	06-33-305-047
167	511 Forest Mews Drive	06-33-305-041
168	53 Derby Court	06-33-305-042
169	55 Derby Court	06-33-305-043
170	57 Derby Court	06-33-305-044
171	59 Derby Court	06-33-305-045
172	61 Derby Court	06-33-305-046

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
173	60 Derby Court	06-33-305-039
174	58 Derby Court	06-33-305-038
175	56 Derby Court	06-33-305-037
176	54 Derby Court	06-33-305-036
177	52 Derby Court	06-33-305-035
178	513 Forest Mews Drive	06-33-305-034
179	515 Forest Mews Drive	06-33-305-029
180	517 Forest Mews Drive	06-33-305-030
181	519 Forest Mews Drive	06-33-305-031
182	521 Forest Mews Drive	06-33-305-032
183	176 Saddle Brook Drive	06-33-305-033
184	174 Saddle Brook Drive	06-33-305-048
185	172 Saddle Brook Drive	06-33-305-049
186	170 Saddle Brook Drive	06-33-305-050
187	138 Saddle Brook Drive	06-33-305-051
188	175 Saddle Brook Drive	06-33-306-026
189	177 Saddle Brook Drive	06-33-306-025
190	179 Saddle Brook Drive	06-33-306-024
191	181 Saddle Brook Drive	06-33-306-023
192	183 Saddle Brook Drive	06-33-306-022
193	2919 38th Street	06-33-306-021
194	2925 38th Street	06-33-306-020
195	3003 38th Street	06-33-306-019
196	3005 38th Street	06-33-306-018
197	3009 38th Street	06-33-306-017
198	3011 38th Street	06-33-306-016
199	349 Hambletonian Drive	06-33-306-007
200	347 Hambletonian Drive	06-33-306-008
201	345 Hambletonian Drive	06-33-306-009
202	343 Hambletonian Drive	06-33-306-010
203	193 Saddle Brook Drive	06-33-306-011
204	191 Saddle Brook Drive	06-33-306-012
205	189 Saddle Brook Drive	06-33-306-013
206	187 Saddle Brook Drive	06-33-306-014
207	185 Saddle Brook Drive	06-33-306-015
208	339 Hambletonian Drive	06-33-304-038
209	180 Saddle Brook Drive	06-33-304-039
210	532 Forest Mews Drive	06-33-304-040
211	530 Forest Mews Drive	06-33-304-037
212	528 Forest Mews Drive	06-33-304-036
213	526 Forest Mews Drive	06-33-304-035
214	524 Forest Mews Drive	06-33-304-034
215	522 Forest Mews Drive	06-33-304-033

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
216	520 Forest Mews Drive	06-33-304-032
217	518 Forest Mews Drive	06-33-304-031
218	516 Forest Mews Drive	06-33-304-030
219	Park Area	06-33-304-029
220	514 Forest Mews Drive	06-33-304-028
221	512 Forest Mews Drive	06-33-304-027
222	313 Hambletonian Drive	06-33-304-014
223	315 Hambletonian Drive	06-33-304-015
224	317 Hambletonian Drive	06-33-304-016
225	319 Hambletonian Drive	06-33-304-017
226	321 Hambletonian Drive	06-33-304-018
227	323 Hambletonian Drive	06-33-304-019
228	325 Hambletonian Drive	06-33-304-020
229	327 Hambletonian Drive	06-33-304-021
230	329 Hambletonian Drive	06-33-304-022
231	331 Hambletonian Drive	06-33-304-023
232	506 Forest Mews Drive	06-33-304-024
233	335 Hambletonian Drive	06-33-304-025
234	337 Hambletonian Drive	06-33-304-026
235	338 Hambletonian Drive	06-33-307-011
236	336 Hambletonian Drive	06-33-307-005
237	603 Ridgewood Court	06-33-307-004
238	605 Ridgewood Court	06-33-307-003
239	607 Ridgewood Court	06-33-307-002
240	609 Ridgewood Court	06-33-307-001
241	611 Ridgewood Court	06-33-307-006
242	613 Ridgewood Court	06-33-307-007
243	344 Hambletonian Drive	06-33-307-008
244	342 Hambletonian Drive	06-33-307-009
245	340 Hambletonian Drive	06-33-307-010
246	348 Hambletonian Drive	06-33-303-043
247	3105 38th Street	06-33-303-042
248	3109 38th Street	06-33-303-041
249	3115 38th Street	06-33-303-040
250	624 Ridgewood Court	06-33-303-039
251	622 Ridgewood Court	06-33-303-038
252	620 Ridgewood Court	06-33-303-037
253	618 Ridgewood Court	06-33-303-036
254	616 Ridgewood Court	06-33-305-035
255	614 Ridgewood Court	06-33-305-034
256	612 Ridgewood Court	06-33-303-033
257	610 Ridgewood Court	06-33-303-032
258	608 Ridgewood Court	06-33-303-031

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
259	606 Ridgewood Court	06-33-303-030
260	604 Ridgewood Court	06-33-303-029
261	602 Ridgewood Court	06-33-303-028
262	600 Ridgewood Court	06-33-303-027
263	332 Hambletonian Drive	06-33-303-026
264	330 Hambletonian Drive	06-33-303-025
265	328 Hambletonian Drive	06-33-303-024
266	326 Hambletonian Drive	06-33-303-023
267	324 Hambletonian Drive	06-33-303-022
268	322 Hambletonian Drive	06-33-303-021
269	320 Hambletonian Drive	06-33-303-020
270	318 Hambletonian Drive	06-33-303-019
271	316 Hambletonian Drive	06-33-303-018
272	314 Hambletonian Drive	06-33-303-017
273	312 Hambletonian Drive	06-33-303-016
274	2909 35th Street	06-33-303-015
275	2911 35th Street	06-33-303-014
276	2913 35th Street	06-33-303-013
277	2915 35th Street	06-33-303-044
278	3005 35th Street	06-33-310-031
279	3009 35th Street	06-33-310-006
280	3011 35th Street	06-33-310-005
281	3015 35th Street	06-33-310-004
282	3017 35th Street	06-33-310-003
283	3021 35th Street	06-33-310-002
284	701 Brougham Lane	06-33-310-001
285	3107 35th Street	06-33-308-002
286	702 Brougham Lane	06-33-308-003
287	704 Brougham Lane	06-33-308-004
288	Park Area	06-33-308-001
289	703 Brougham Lane	06-33-310-008
290	802 Red Stable Way	06-33-310-009
291	804 Red Stable Way	06-33-310-010
292	806 Red Stable Way	06-33-310-011
293	808 Red Stable Way	06-33-310-012
294	810 Red Stable Way	06-33-310-013
295	812 Red Stable Way	06-33-310-014
296	814 Red Stable Way	06-33-310-015
297	816 Red Stable Way	06-33-310-016
298	818 Red Stable Way	06-33-310-017
299	820 Red Stable Way	06-33-310-018
300	822 Red Stable Way	06-33-310-019
301	824 Red Stable Way	06-33-310-020

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
302	826 Red Stable Way	06-33-310-021
303	828 Red Stable Way	06-33-310-022
304	830 Red Stable Way	06-33-310-023
305	832 Red Stable Way	06-33-310-024
306	834 Red Stable Way	06-33-310-025
307	836 Red Stable Way	06-33-310-026
308	838 Red Stable Way	06-33-310-027
309	3709 Fairview Avenue	06-33-310-029
310	840 Red Stable Way	06-33-310-028
311	821 Red Stable Way	06-33-308-010
312	3621 Fairview Avenue	06-33-308-009
313	3617 Fairview Avenue	06-33-308-008
314	3613 Fairview Avenue	06-33-308-007
315	3609 Fairview Avenue	06-33-308-006
316	3605 Fairview Avenue	06-33-308-005
317	710 Brougham Lane	06-33-308-014
318	712 Brougham Lane	06-33-308-013
319	819 Red Stable Way	06-33-308-011
320	817 Red Stable Way	06-33-308-012
321	815 Red Stable Way	06-33-309-004
322	709 Brougham Lane	06-33-309-003
323	707 Brougham Lane	06-33-309-002
324	801 Red Stable Way	06-33-309-001
325	803 Red Stable Way	06-33-309-005
326	805 Red Stable Way	06-33-309-006
327	807 Red Stable Way	06-33-309-007
328	809 Red Stable Way	06-33-309-008
329	811 Red Stable Way	06-33-309-009
330	813 Red Stable Way	06-33-309-010

Legal Description

Lots 1 to 37, both inclusive, in Saddle Brook Chase, being a Subdivision of part of the North Half of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded August 30, 1977 as Document No. R77-76836, in DuPage County, Illinois.

Lots 32 to 36, both inclusive, in Saddle Brook Chase Resubdivision, being a Resubdivision of Lots 32 to 36, both inclusive in Saddle Brook Chase, being a Subdivision of part of the North Half of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded September 2, 1980 as Document No. R80-51479, in DuPage County, Illinois.

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
1	113 Livery Circle	06-33-108-009
2	111 Livery Circle	06-33-108-006
3	109 Livery Circle	06-33-108-005
4	107 Livery Circle	06-33-108-004
5	105 Livery Circle	06-33-108-003
6	103 Livery Circle	06-33-108-002
7	102 Livery Circle	06-33-105-013
8	104 Livery Circle	06-33-105-014
9	106 Livery Circle	06-33-105-015
10	108 Livery Circle	06-33-105-016
11	110 Livery Circle	06-33-105-017
12	115 Livery Circle	06-33-108-008
13	117 Livery Circle	06-33-108-007
14	112 Livery Circle	06-33-105-012
15	211 Roslyn Road	06-33-105-011
16	209 Roslyn Road	06-33-105-010
17	207 Roslyn Road	06-33-105-009
18	100 Livery Circle	06-33-105-008
19	101 Livery Circle	06-33-108-001
20	301 Polo Lane	06-33-107-004
21	303 Polo Lane	06-33-107-001
22	305 Polo Lane	06-33-107-002
23	307 Polo Lane	06-33-107-003
24	412 Ascot Lane	06-33-106-007

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
25	304 Polo Lane	06-33-104-015
26	411 Ascot Lane	06-33-104-014
27	409 Ascot Lane	06-33-104-013
28	407 Ascot Lane	06-33-104-012
29	405 Ascot Lane	06-33-104-011
30	403 Ascot Lane	06-33-104-010
31	401 Ascot Lane	06-33-104-009
32	400 Ascot Lane	06-33-106-008
33	402 Ascot Lane	06-33-106-009
34	404 Ascot Lane	06-33-106-010
35	406 Ascot Lane	06-33-106-011
36	408 Ascot Lane	06-33-106-012
37	410 Ascot Lane	06-33-106-006

Legal Description

Lots 1 to 7, both inclusive, in Jorge's Second Subdivision, being a Resubdivision of Jorge's Subdivision of the West 494.51 feet of the East 989.02 feet of the North 440.58 feet of the Southeast Quarter of the Northwest Quarter of Section 33, Township 39 North, Range 11, East of the Third Principal Meridian, according to the Plat thereof recorded October 18, 1990 as Document No. R90-140741, in DuPage County, Illinois.

<u>Lot No.</u>	<u>Property Address</u>	<u>Permanent Index No.</u>
1	92 Livery Court	06-33-104-034
2	93 Livery Court	06-33-104-033
3	94 Livery Court	06-33-104-032
4	95 Livery Court	06-33-104-031
5	96 Livery Court	06-33-105-030
6	97 Livery Court	06-33-105-029
7	98 Livery Court	06-33-105-028

**AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
SADDLE BROOK, OAK BROOK, ILLINOIS**

THIS AMENDMENT TO DECLARATION, made the 29th day of March, 1986, by the affirmative assent or vote of not less than seventy-five percent (75%) of the outstanding membership of THE SADDLE BROOK COMMUNITY ASSOCIATION (hereinafter referred to as "Declarant")

WITNESSETH:

(1) WHEREAS, the Declaration of Covenants, Conditions and Restrictions Saddle Brook, Oak Brook, Illinois, made the 14th day of June, 1976 and recorded with the DuPage County Recorder as document number R76-61658 and each and every Supplementary Declaration of Covenants, Conditions and Restrictions, or similar instruments, thereto (hereinafter referred to collectively as the "Declaration") covers that real property described in Exhibit "A", which is attached hereto and hereby made a part hereof (hereinafter referred to as the "Property"); and

(2) WHEREAS, Declarant is the owner of not less than seventy-five percent (75%) of that real property, consisting of Lots, as defined in the Declaration; and

(3) WHEREAS, at the annual meeting of the Saddle Brook Community Association (hereinafter referred to as the "Association") duly called and held on the 3rd day of March 1986, duly and properly recessed to March 29, 1986, and duly and properly held and adjourned on March 29, 1986, at least seventy-five percent (75%) of the outstanding Membership voted either in person or by proxy to adopt this AMENDMENT TO DECLARATION; and

(4) WHEREAS, in accordance with the provisions of Article XII, Section 5 of said Declaration, Declarant desires to amend said Declaration prospectively and provide for the imposition of additional restrictions on the construction and use of Fences, as hereinafter defined, as provided in this AMENDMENT TO DECLARATION; and

(5) WHEREAS, Declarant by proxy, the originals of which being attached hereto as Exhibit "B" and hereby made a part hereof voted to empower the duly elected officers of the Board of Directors of The Saddle Brook Community Association, and each of them, to take all actions necessary and to execute all documents required on behalf of the Declarant to effectuate the purpose of this AMENDMENT TO DECLARATION.

NOW, THEREFORE, Declarant hereby covenants, agrees and declares that all of the Property and such additions thereto as may hereafter be made pursuant to Article III of the Declaration shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which are hereby declared to be for the benefit of the whole Property and the Owners thereof, their successors and assigns. These covenants, conditions and restrictions shall run with the

Association for approval or disapproval. A report, in writing, setting forth the decision of the Board of the Association and the reasons therefore shall thereafter be transmitted to the applicant by the the Board of the Association within sixty (60) days after the date of the filing of the Fence plans, specifications and other material by the applicant. Applicants are encouraged to submit preliminary sketches and written statements in favor of the proposed Fence from Owners adjacent to and in view of the proposed Fence for "informal comment" prior to the submittal of architectural drawings and specifications for full review by the Board of the Association."

Except as amended by this AMENDMENT TO DECLARATION, said Declaration shall remain in full force and effect in accordance with its terms, provisions, covenants, conditions and restrictions.

IN WITNESS WHEREOF, Declarant has, through its duly authorized proxies executed this instrument the day any year first above written.

ELECTED DIRECTORS AND OFFICERS OF THE SADDLE BROOK COMMUNITY ASSOCIATION

<u>Al Sappin</u>	President/Director
<u>Maureen Cacropo</u>	Vice President/Director
<u>John Clark</u>	Treasurer/Director
<u>Mark Madoli</u>	Corres. & Recording Secretary/Director
<u>Henry Scherer</u>	Director
<u>Dillon H. Fene</u>	Director
<u>D. Scott Lunnell</u>	Director

[Corporate Seal]

ATTEST: Mark Madoli
Corresponding and Recording Secretary

SADDLE BROOK SUBDIVISION

FENCE STANDARDS

1. In general, the installation of fences is discouraged within the subdivision.
2. No fence may exceed 42 inches in height, except for safety fences which are placed around swimming pools and tennis courts.
3. Metal chain link type fences are prohibited.
4. No fence may consist of unpainted or exposed galvanized metal parts.
5. No portion of the fence may be closer to the front yard than the point where the house is closest to the side yard lot line.
6. The fencing materials may not constitute more than 25% of the vertical surface area.

This standard was adopted to reduce the visual impact of fences within the subdivision. A majority of the residents in the subdivision have made it clear that they regard fences as a generally unacceptable improvement. Saddle Brook is a subdivision of large homes and relatively small lots and it is our belief that the unrestrained installation of fences will diminish the property values in the area.