

RECORDER
DU PAGE COUNTY

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HOBSON GREENE UNIT II

Blaney

This Declaration is made this 14th day of October 1988 by David M. Froberg, Donald F. Hedg, and Champion Development Corporation, an Illinois corporation (herein collectively referred to as "the Covenantor")

W I T N E S S E T H:

WHEREAS, Champion Development Corporation is the owner of the real property commonly known as Hobson Greene Unit II (hereinafter referred to as Hobson Greene) and legally described in Exhibit A of this Declaration; and

WHEREAS, the Covenantor desires to develop Hobson Greene as a residential community; and

WHEREAS, the Covenantor desires to preserve the values and amenities in said community by subjecting the property owned by it and described herein to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, the Covenantor has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Declaration;

NOW THEREFORE, Champion Development Corporation declares that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, which is attached and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. Said real property described in Exhibit A shall hereinafter be referred to as "Hobson Greene".

Section 2. Additional Property. The Covenantor may subject any other contiguous property to this Declaration. The Covenantor may take such action at any time and shall be solely at its discretion.

In order to subject additional property to this Declaration, the Covenantor shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is the subject of the supplementary declaration.

Upon execution and recordation of a supplementary declaration, the property covered therein shall be subject to the covenants, restrictions, easements, charges, and liens set forth in this Declaration. Said covenants, restrictions, easements, charges, and liens shall run with and bind the property covered by the supplementary declaration 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 this Declaration. Every person or entity who is a record owner of or a beneficiary of a land trust holding title to said property shall be a member of the Hobson Greene Property Owners Association on the same terms and subject to the same qualifications and limitations as those members under the provisions of this Declaration. In all respects, all of the provisions of this Declaration shall apply to the property covered in any supplementary declaration and to the owners thereof with equal meaning and of like force and effect.

ARTICLE II

GENERAL PURPOSES

The purpose of this Declaration is to provide for high standards of maintenance in the subdivision so as to ensure an integrated community of residential uses of the highest quality and character for the benefit and convenience of all owners of property and all residents of Hobson Greene.

ARTICLE III

PROPERTY OWNERS ASSOCIATION

Section 1. Creation. Prior to the date of the first conveyance of a lot in Hobson Greene or within forty-five days of the recording of this Declaration, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a

not-for-profit corporation to be named the Hobson Greene Property Owners Association.

Section 2. Membership. Every person or entity who is a record owner of a lot in Hobson Greene or who is the beneficiary of a land trust holding title to a lot in Hobson Greene shall be a member of the Property Owners Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to the effect in the deed or other documents or conveyance. Membership is appurtenant to and shall not be separated from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a lot in Hobson Greene at which time the new owner shall automatically become a member of the Hobson Greene Property Owners Association.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in Hobson Greene, all such persons or entities shall be members.

Each member of the Property Owners Association shall be bound by and shall observe the terms and provision of this Declaration, the Articles of Incorporation, the By-Laws of the Property Owners Association, and the rules and regulations promulgated from time to time by the Property Owners Association or its Board of Directors.

Any person or entity who holds an interest in a lot in Hobson Greene merely as a security for the performance of an obligation or any person in possession of a lot under a contract to purchase such lot shall not be a member of the Property Owners Association.

Section 3. Voting Rights. The Property Owners Association shall have two classes of voting membership:

a. Class A: Class A members shall be all record owners of lots in Hobson Greene and all beneficiaries of land trusts holding title to lots in Hobson Greene.

b. Class B: Class B member shall be the Covenantor.

Class A members shall be entitled to one vote for each lot owned. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in Hobson Greene, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any such lot.

The Class B member shall be entitled to four votes for each

lot owned. No more than four votes shall be cast with respect to any such lot.

Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- a. upon each conveyance of the title to a lot in Hobson Greene,
- b. whenever the Class B member elects to do so.

The Property Owners Association shall have the right to suspend the voting rights of any member for any period during which an assessment levied by the Property Owners Association against the member's lot remains unpaid.

Section 4. Powers, Duties and Responsibility. The Property Owners Association shall be the governing body for all the owners and beneficiaries of title-holding land trusts of lots in Hobson Greene. It shall exercise the following powers and duties and shall assume the following responsibilities;

- a. to provide for highest standards of maintenance of the subdivision and to make and promote the desired character of Hobson Greene;
- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of the Property Owners Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any of the purposes of the Property Owners Association;
- d. to maintain, repair, replace, and man the following in Hobson Greene:
 - i. The gate house entrance, interior streets, curbs, right-of-ways, signs, monuments and accompanying landscaping;
 - ii. any median strips or islands.
- e. Since all the interior roads are private, all members are required to pay a reasonable assessment for the maintenance of the streets, curbs, right-of-ways, monuments and accompanying landscaping.

f. to provide for a general fund to enable the Property Owners Association to hire security personnel, to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessments;

g. to enforce any lien for non-payment of any assessment;

h. to take any action necessary to effectuate the purposes of this Declaration.

Section 5. Board of Directors. The affairs in the Property Owners Association shall be managed by a Board of Directors.

The initial control and management of the Property Owners Association shall be entrusted to an initial Board of Directors which shall consist of three directors. The initial Board of Directors shall hold office until the first Monday in February of the year following a) the conveyance by the Covenantor of title to fifty-five percent of the lots in Hobson Greene and b) the completion and occupancy of residences on fifty-five percent of the lots in Hobson Greene. Said meeting may be held at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership not less than ten days prior to the date fixed for said new meeting. The initial Board of Directors reserves the right to transfer control and management of the Property to a second Board of Directors at any time it so decides irrespective of the criteria set forth in this paragraph.

When the initial Board of Directors of three directors shall cease to hold office as specified herein, there shall be a meeting of the members of the Property Owners Association for the purpose of electing a second Board of Directors. Said second Board of Directors shall consist of five directors; the three directors receiving the highest number of votes shall hold office for two years and the remaining directors shall hold office for one year only. Subsequent Boards of Directors shall consist of five directors who shall hold office for two year terms.

The By-Laws of the Property Owners Association shall set forth the general powers of the Board, the number, tenure and qualification of directors, their term of office, manner of election and removal, and method of operation of the Board.

There shall be an annual election to fill the offices of directors whose terms are expiring. Said election shall occur at the annual membership meeting to be held on the first Monday of

February of each year or at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten days prior to the date fixed for said new meeting. Cumulative voting shall apply in the election of the directors. Each lot shall have the number of votes as specified in Article III, Section 3 herein.

The Board of Directors shall have the power to fill any vacancy that may occur in their own number or in any office of the Property Owners Association. The directors or officers so appointed shall serve for the unexpired term of the director replaced.

If any director fails to attend a majority of the number of meetings of the Board in any fiscal year, the Board may in its sole discretion declare his office vacant.

The regular meeting of the Board of Directors shall be held immediately after and at the same place as each annual membership meeting. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days notice of such special meeting, specifying its purpose, shall be given by mail or personal service to each director.

A majority of the Board of Directors shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board of Directors, but a less number may adjourn from time to time.

The officers of the Property Owners Association shall be a president, vice president, secretary, and treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board of Directors subsequent to the annual election of directors and shall hold their respective office for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board of Directors and may be removed by the majority of the directors at any regular meeting or at any special meeting called for that purpose. The Board of Directors may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-Laws of the Property Owners Association.

The members of the Board (including the initial Board of three Directors and the subsequent Boards of five directors) and the officers thereof shall not be liable to the Property Owners Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Property Owners Association shall indemnify and

hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of contracts made by them.

In the event of any disagreement between any members of the Property Owners Association relating to the maintenance, repair, operation, or replacement of the interior streets, curbs, right-of-ways, parkways, landscape easements, median strips, islands, gate house entrance, monuments, signs, or sidewalks, the use or operation of the common property, or any questions of interpretation or application of the provisions of this Declaration or the By-Laws of the Property Owners Association, the determination thereof by the Board shall be final and binding on each and all such members of the Property Owners Association.

Section 6. Responsibility for Maintenance, Repair, and Replacement. The Property Owners Association shall be responsible for the maintenance, repair, and replacement of the following in Hobson Greene.

- a. all vegetation in landscape easements planted by the Covenantor or the Property Owners Association, except grass;
- b. The gate house entrance, interior streets, curbs, right-of-ways, monuments, signs, and accompanying landscaping and grass;
- c. any property owned or leased by the Property Owners Association;

The owners of lots on which exist landscape easements shall permit the Property Owners Association, through its designated members, employees, or agents, to come upon their lots within said easements. Further, said owners may not prune, remove, or otherwise alter the vegetation or grass planted in said landscape easements. No signs of any type whatsoever, including "For Sale" signs, shall be permitted in the landscape easements.

Section 7. Meetings. The initial meeting of the voting members of the Property Owners Association shall be held as specified in Article III, Section 5 herein. The Covenantor or the initial Board of Directors shall notify the members of said initial meeting at least ten days prior to the date of the meeting. Thereafter there shall be an annual meeting of the voting members on the first Monday in February or at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten days prior to the date fixed for said new meeting. The purpose of the

initial membership meeting and all subsequent annual meetings shall be to conduct Association business and to elect directors.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings may be called by the president, the Board of Directors, or the voting members having, in the aggregate, not less than twenty-five percent of the total votes of the Property Owners Association. Special meetings shall be held as provided in the Property Owners Association By-Laws.

The presence in person or by written proxy at any meeting of the voting members having twenty-five percent of the total votes of the Property Owners Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Property Owners Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having majority of the total votes present at such meeting.

Section 8. Loans and Encumbrances. The Property Owners Association through the Board of Directors may not obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval by a majority of the total votes of the Property Owners Association present in person or by written proxy at said meeting. The voting members of the Homeowners Association having twenty-five percent of the total votes shall constitute a quorum. However, said loan or encumbrance must be approved by not less than twenty-five percent of the total votes of the Property Owners Association. This provision shall not restrict the power of the Board of the Property Owners Association to contract for goods or services in the ordinary course of the Association's operations.

This provision may not be amended unless twenty-five percent of the total number of votes of the Property Owners Association present either in person or by written proxy approve such amendment at a meeting called for this purpose, all in accordance with Article IX of this Declaration.

ARTICLE IV

MAINTENANCE ASSESSMENTS FOR HOBSON GREENE

Section 1. Creation of the Lien and Personal Obligation of

Assessments. The Covenantor, for each lot owned by it in Hobson Greene hereby covenants that each owner of a lot in Hobson Greene by acceptance of a deed or other document of conveyance therefor, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Property Owners Association regular assessments or charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Property Owners Association shall be used for any purpose of the Property Owners Association as specified in this Declaration or its Articles of Incorporation.

Section 3. Initial Assessments. Declarant shall bear the cost of lot assessments from the date of completion of improvements to December 31st, 1988. The annual assessment for the year 1989 shall be \$1,000.00 per lot. Advance assessment payments made in 1988 and prorated assessment payments made in 1989 for the year 1989 shall be deposited in the Property Owners Association account. Annual assessments for subsequent years shall be determined as hereinbelow provided.

Section 4. Regular Assessments. The Property Owners Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Property Owners Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 5. Procedure. The Board of Directors of the Property Owners Association shall determine the amount of the assessment against each lot for each assessment year. The assessment shall be allocated pro rata against all lots in Hobson Greene. The Board of Directors shall notify in writing each member of the Property Owners Association of the amount of the assessment against the member's lot no later than January 1st of each year. The annual assessment shall be paid by each member on or before February 1st of each year. The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the

Property Owners Association and shall be open to inspection by any lot owner.

The Property Owners Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Property Owners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 6. Change in Basis of Regular Assessments. The Board of Directors of the Property Owners Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board of Directors at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

Section 7. Special Assessment for Capital Improvements and Maintenance Expenses. In addition to the regular assessments authorized by Section 3 hereof, the Property Owners Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any maintenance, snow removal, construction or reconstruction or unexpected repair or replacement of any of the vegetation or grass in landscape easements or in the parkways adjacent to landscape easements, gatehouse entrance, interior streets, curbs, monuments, or common property provided that any such assessment shall be approved by a majority of the Board of Directors, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

The special assessment shall be allocated pro rata against all lots in Hobson Greene.

Section 8. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his heirs, devisees, personal representative, assigns, successors, and grantees, without limitation. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee

shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment or Rents held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, a delinquency fee of \$450.00 shall be charged and the assessment and delinquency fee shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois and the Property Owners Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property, and there shall be added to the amount of such assessment and delinquency fee all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment and delinquency fee as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all legal actions shall be in Du Page County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Property Owners Association, the trustee shall furnish the Property Owners Association with a certified copy of the trust agreement so that the Property Owners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein may for any reason be subordinated by the Property Owners Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot or lots provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer or such property pursuant to a decree of foreclosure, or any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from

liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

ARTICLE V

PROPERTY RIGHT IN THE COMMON PROPERTY

If the Property Owners Association should purchase or lease any real property, then every owner of a lot in Hobson Greene shall have a right to an easement of enjoyment in and to all of said property and such easement shall be appurtenant to and shall pass with the title of every lot in Hobson Greene. However, the Property Owners Association may suspend the enjoyment rights of any lot owner for any period during which any assessment remains unpaid and for any period not to exceed sixty days for any infraction of its published rules and regulations.

ARTICLE VI

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owner. Each owner of a lot in Hobson Greene shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement on his own lot and adjoining parkways, including maintenance of grass within landscape easements, and keep same in good condition.

Section 2. Responsibility of Property Owners Association. The Property Owners Association shall be responsible for the maintenance, repair, and replacement of the property as specified in Article III, Section 4d and 6 of this Declaration.

Section 3. Liability for Damage to Property. Each lot owner in Hobson Greene shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Property Owners Association is responsible to maintain in Hobson Greene rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents, or lessees. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

ARTICLE VII

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

FOR DWELLING UNITS

Section 1. Engineering Approval. The following approvals shall be required as a precondition to the issuance of building and occupancy permits by the County of Du Page:

a. Two sets of house plans must be submitted to Froberg & Hedg or their assignee, 6262 South Route 83, Suite 300, Willowbrook, Illinois, 60514, 654-8888, for review. Said plans will be stamped as approved if they meet the review and covenant requirements.

b. The grading plan must be submitted to Cemcon Engineering, 933 W. Liberty Drive, Wheaton, Illinois 60187, 653-1030, along with one house plan stamped and approved by Froberg & Hedg. Cemcon Engineering will not approve the site grading plan unless an approved house plan has been submitted.

Cemcon Engineering must approve in writing:

i. Site grading plan when applying to the County of Du Page for building permit.

ii. Final grading plan when applying to the County of Du Page for occupancy permit.

The County of DuPage will not approve building or occupancy permits unless the approved house and engineering plans are submitted with the application for permit in accordance with the procedure herein.

This approval procedure has been adopted for the benefit of all concerned to control grade changes in Hobson Greene. The project engineer, Cemcon Engineering has the overall responsibility for coordinating all the lots with regard to site grading.

Section 2. Minimum Square Footage of Dwelling Units. All dwelling units constructed in Hobson Greene shall provide at a minimum the following area of finished living quarters:

a. one-story dwelling units: 2800 square feet.

b. two-story dwelling units: 3400 square feet.

This Section may only be amended by the Covenantor. The Property Owners Association shall not amend this provision regarding the minimum square footage of dwelling units.

Section 3. Construction Standards for Dwelling Units. All dwelling units in Hobson Greene shall be constructed using brick, stucco or stuccato board and/or cedar as the exterior wall material and no aluminum siding or man made products shall be permitted. If masonry is installed on the front elevation, it must continue around the entire house on the 1st level except bays, bows, or boxed window projections or as approved. Masonry fronts only will not be permitted. All exposed roofing materials to be heavy weight dimensional style asphalt shingles, 340 lb. minimum, cedar, cement tile or slate. No standard 3 tab shingles shall be permitted.

- a. No duplication of exterior elevations permitted.
- b. Minimum two car attached garage.
- c. Landscaping. Lot must be landscaped with sod, and shrubbery within 60 days after occupancy, weather permitting. No grass seed will be permitted.

Section 4. Timely Completion. Within twelve months of the start of construction:

- a. The structure located thereon must be complete in all exterior details.
- b. The lot must be improved with a hard surface driveway.
- c. The lot must be completely landscaped with a permanent, (sodded) ground cover, where no structures exist, unless otherwise approved in writing by the architectural review panel.

Upon failure to comply, and upon 10 days written notice, the Homeowners Association is given the right to enter upon the property to effect completion and Purchaser shall pay to the Association 120% of the Association's costs to effect such completion.

Section 5. Recreational Vehicles. Camping trailers, boats, tractors, trucks, motorcycles, mobile homes or other vehicles of any type whatsoever shall not be stored permanently or temporarily, on any residential lot in Hobson Greene. Notwithstanding the foregoing, the operable automobiles being used by the owners, occupants and their invitees of any of the residential lots in Hobson Greene may be parked on the owners' driveways and public streets as permitted by law.

Section 6. Signs. All signs of any kind shall be erected in accordance with the ordinance of the County of Du Page.

Section 7. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any residential lot, except that dogs, cats or other household pets may be kept, bred, or maintained if not for any commercial purpose. No dog kennels of any type shall be kept or maintained on any of the lots and no household pets of any type whatsoever shall be kept, maintained, or housed anywhere on any of the lots except inside the dwelling unit.

Section 8. Condition of Property. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any residential lot, whether vacant or improved, and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste containers shall be stored, kept, or maintained anywhere except within the dwelling units or the garages on each of the lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 9. Antennae and Satellite Dishes. No exterior television antennae, radio antennae, or satellite dishes of any type whatsoever shall be erected, installed or maintained, temporarily or permanently on any residential lot or on the exterior of any home in Hobson Greene.

Section 10. Pools. No above-ground pools of any type whatsoever shall be erected, installed, or maintained upon any residential lot in Hobson Greene.

Section 11. Accessory Buildings. No accessory buildings or structures shall be constructed, installed or maintained on any residential lot in Hobson Greene except that gazebos and bathhouses shall be permitted.

Section 12. Fences. No fence shall be erected, installed or maintained which exceeds a height of four (4) feet, except fences on the perimeter of Hobson Greene. All fences shall comply with the ordinances of the County of Du Page. This provision shall not apply to fences which enclose in-ground pools; said fences shall comply with the ordinances of the County of Du Page; however, said fences shall not exceed a height of five feet unless required by the County of Du Page.

No cyclone or stockade fences shall be permitted on any single family residential lot in Hobson Greene.

Section 13. Trucks. Trucks with Class B or higher license plates shall not be parked, stored or left unattended, except in an enclosed garage or other enclosed structure. Notwithstanding this provision, trucks used by service companies or construction trades may be parked while providing its service to the owner of the lot.

Section 14. Residential Driveways. Residential driveways shall not be located within landscape easements.

Section 15. Application of Government Regulations. All structures to be erected shall comply with all government regulations, including zoning and building codes.

ARTICLE VIII

COVENANTOR'S RESERVED RIGHTS

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

Section 2. General Rights. The Covenantor shall have the right to execute all documents or undertake any actions affecting Hobson Greene which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article IX of the Declaration. This right shall cease upon the election of the initial Board of five directors.

ARTICLE IX

AMENDMENTS

Section 1. Amendment. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the secretary of the Board of Directors. All lien holders or record must be notified prior to the meeting called for the purpose of voting on said change, modification, or rescission, either by personal service or first class mailing of such change, modification, or rescission, and an affidavit by

said secretary certifying to same must be included as part of such instrument. Said change, modification, or rescission shall be approved by a majority of the number of votes of the Property Owners Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the Property Owners Association having twenty-five percent of the total votes shall constitute a quorum. However, said change, modification or rescission must be approved by not less than twenty-five percent of the total members of the Property Owners. Any change, modification, or rescission concerning the maintenance, repair, and replacement of grass and vegetation in landscape easements granted by the Covenantor must also be approved by seventy-five percent of the owners of the lots on which such landscape easements exist.

Section 2. Notice of Amendment. The change, modification, or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the Office of the Recorder of Deeds of Du Page County, Illinois.

ARTICLE X

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, easements, charges, and liens as delineated in the Declaration shall run with and bind the land so as to insure the owners of lots and beneficiaries of trusts holding title to lots in Hobson Greene full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Property Owners Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of sixty-six percent of the lots in Hobson Greene has been recorded agreeing to change said covenants, restrictions, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded one year in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any lot owner under the provisions of this Declaration shall be

deemed to have been properly given if said notice was either a) sent by mail with postage prepaid to the last known address of the person or entity who appears as the lot owner on the records of the Property Owners Association at the time of such mailing or b) personally delivered to the last known address of the person or entity who appears as the lot owner on the records of the Property Owners Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions to erect or maintain a model home more than one year after the completion and occupancy of residences on ninety-five percent of the residential lots in Hobson Greene.

Section 4. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to a) all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights and powers created by this Declaration, and b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 5. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.


Section 6. Covenant to Abide by this Declaration. The Covenantor covenants to abide by each and every covenant, restriction, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 7. Covenant in Event of Dissolution of the Property Owners Association. In the event the Property Owners Association is dissolved, the owners of lots in Hobson Greene agree that all provisions contained herein regarding maintenance, repair, and replacements in Hobson Greene shall still apply and that this Declaration shall be in full force and effect.

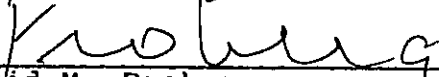
Section 8. Lot Ownership in Trust. In the event title to any lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the lot ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest or any such trust or any transfers of title to such lot ownership.

Section 9. Enforcement. Enforcement of these covenants, restrictions, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Covenantor, the Property Owners Association, or any owner of a lot in Hobson Greene to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, David M. Froberg, D. F. Hedg, and Champion Development Corporation have caused this Declaration to be executed by their legally authorized officers, whose signatures are hereunto subscribed, and to affix the corporate seal on the day first above written.

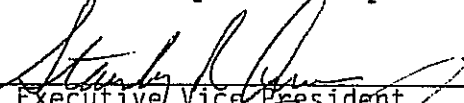


Donald F. Hedg

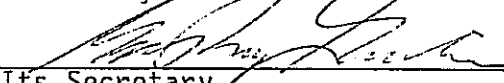


David M. Froberg

Champion Development Corporation

By: 

Its Executive Vice President

ATTEST: 

Its Secretary

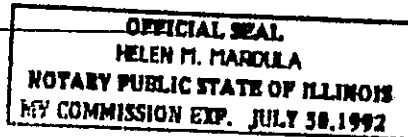
STATE OF ILLINOIS)
) SS
COUNTY OF ^{COOK}DU-PAGE)

I, Helen M. Mardula, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify, that David M. Froberg and Donald F. Hedg personally known to me to be the same persons whose names, are subscribed to the foregoing instrument did appear before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal this 17th day of October, 1988.

Helen M. Mardula
NOTARY PUBLIC

My Commission expires 7-30-92



STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

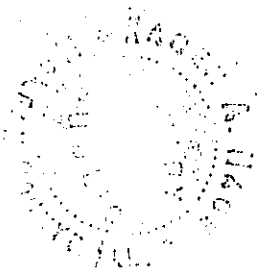
I, the undersigned notary public, hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared Stanley R. Ommen and G. Roger Gielow, to me known and known to be the persons described in, and who executed the foregoing instrument as / Executive Vice and secretary, respectively, of Champion Development Corporation, a corporation named therein, and severally acknowledged before me that they executed the same as such officers, in the name of and for and on behalf of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 14th day of October, 19 88.

Karen A. Hage
Notary Public

My Commission expires:

5-8-89



AFFIDAVIT

I, Teri Reuter, Secretary of the Hobson Greene II homeowners association do hereby certify that the attached amendment of Article VII Section 1.a. to the Declaration of Covenants and Restrictions for Hobson Greene II was voted on and passed by the Board of Directors of such association and will be submitted to a vote of the Homeowners at a meeting on March 22, 1990.

Respectfully,



Teri Reuter
Secretary of the
Hobson Greene II
Home Owners Association

Subscribed and sworn
to before me this
9th day of March, 1990



Notary Public