

**AINTREE  
ST. CHARLES, ILLINOIS**

Conditions, Covenants, Restrictions, Reservations, Grants and Easements affecting the property known as AINTREE.

THIS DECLARATION, made this 16th day of December, 1974 by COLLINS DEVELOPMENT CORPORATION, hereinafter called "Declarant".

**W I T N E S S E T H :**

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

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

**NOW, THEREFORE**, Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations, and easements (sometimes hereinafter collectively referred to as "Covenants" hereinafter set forth.

**ARTICLE I**

**Property Subject to this Declaration**

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in the City of St. Charles, St. Charles Township, Kan County, Illinois, and is more particularly described as follows to-wit:

Lots 1 through 104 in AINTREE, being a subdivision of that part of the North Half and a part of the Southeast Quarter of Section 23 and a part of the West Half of Section 24 in Township 40 North, Range 8 East of the Third Principal Meridian in St. Charles Township in Kan County, Illinois.

**ARTICLE II**

**General Purposes of this Declaration**

The real property described in Article I hereof is subject to the Covenants hereby declared to insure the tasteful and consistent development of AINTREE and every part thereof; to protect each property owner therein from such improper use of surrounding lots.

as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper design or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and inharmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents; and, in general, to provide adequately for a residential subdivision of the highest quality and character.

### ARTICLE III

#### Definitions

**BASEMENT.** A portion of a building located partly underground, but having half or more than half its clear floor-to-ceiling height below the average grade of the adjoining ground at the building front.

**BUILDABLE AREA.** (for the purpose of measuring lot width.) The narrowest width within the 30 feet of a lot depth immediately in back of the front-yard setback line falling inside the side-yard setbacks.

**BUILDING.** Any roofed structure intended for the shelter, housing, or enclosure of any person, animal or chattel.

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

**BUILDING HEIGHT.** The vertical distance measured from the established ground level to the highest point of a mansard roof; and to the mean level of the topside of rafters between the eaves and the ridge of a gable, hip or gambrel roof. Chimneys and ornamental architectural projections shall not be included in calculating the height.

**DWELLING.** A single-family residential building or portion, thereof, but specifically not including hotels, motels, rooming houses, nursing homes, mobile homes, or any form of camping vehicles.

**FAMILY.** One or more persons each related to the other by blood, marriage, or legal adoption together with his or their domestic servants, maintaining a common household in a dwelling.

**FRONT BUILDING LINE.** A line on a lot as delineated in the recorded plat of subdivision which denotes the required depth of a front yard.

**GARAGE.** An enclosed storage area with doors designed or used for storage of motor vehicles.

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

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

**LOT LINE, FRONT.** That boundary line of a lot which is along an existing or dedicated street line as shown on the recorded plat. Or corner lots, the COLLINS DEVELOPMENT CORPORATION, or its successor or assign, must approve the owner's selection of the intended front yard designation.

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

**LOT LINE, SIDE.** Any boundary of a lot which is not a front or rear lot line.

**PARKWAY.** The unpaved strip of land within a street right-of-way and which is parallel to the roadway.

**STORY.** That portion of a building included between the surface of any floor and the surface of the floor next above; or if there is no floor above, the space between the floor and the ceiling next above. A basement shall be counted as a story where one or more sides is a part of the exterior elevation. A cellar shall not be counted as a story.

**STRUCTURE.** Anything other than a building or accessory building erected or constructed on a lot the use of which requires more or less permanent location on or in the ground. A sign or other advertising device, detached or projecting, shall be construed to be a separate structure. For purposes of the definition, ornamental masonry walls and fences shall also be construed to be structures.

### ARTICLE IV

#### General Restrictions

##### 1. Land Use and Building Type

All lots in AINTREE shall be used for private residence purposes only, and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected or

maintained thereon, except one dwelling, designed by a licensed architect and erected for occupancy by one family, and a private garage containing no more than four parking spaces for the sole use of the owners or occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of servants or the owner or occupants, but shall not be used for rental purposes. Other accessory buildings and structures may be erected in such manner and location only as hereinafter provided or as approved in writing by COLLINS DEVELOPMENT CORPORATION, or its successor or assign. On all lots in AINTREE which exceed four (4) acres in size and which are legally described as:

Lots 1 through 16 in AINTREE, being a subdivision of that part of the North Half and a part of the Southeast Quarter of Section 23 and a part of the West Half of Section 24 in Township 40 North, Range 8 East of the Third Principal Meridian in St. Charles Township in Kane County, Illinois.

private horse stables, compatible in appearance and materials with the primary dwelling, may be erected only after approval in writing by COLLINS DEVELOPMENT CORPORATION, or its successor or assign. No more than two (2) horses shall be kept and maintained on said lot, and the stable shall not be nearer than 100 feet from the side and rear lot lines, 200 feet from front lot lines or any street rights of ways, and, in no case, forward of the principal dwelling. Such stables shall also be subject to the following standards:

- a) The stable must not be detrimental to or endanger the public health and safety.
- b) The stable must not be injurious to the use and enjoyment of the property in its immediate vicinity nor diminish or impair property values in the neighborhood.
- c) Adequate utility service and drainage facilities must be provided and approved by the City Engineer.
- d) Any and all storage area or areas for manure must meet the same setback requirements of the stable building locations as aforesaid.
- e) Manure removal must meet the requirements of the Department of Health of Kane County and the City of St. Charles and must be so scheduled in frequency so as to not be offensive or injurious to the public health or to adjacent property.
- f) A pest control program must be instituted and maintained on an ongoing basis to meet the requirements of the Department of Health of Kane County and the City of St. Charles.

## 2. Building Height.

No dwelling shall be erected, altered, or placed, which is more than three (3) stories or 35 feet in height, whichever is lesser. No

accessory building or structure shall exceed 17 feet in height unless a greater height is approved in writing by COLLINS DEVELOPMENT CORPORATION or its successor or assign

### 3. Dwelling - Quality and Size

It is the intention and purpose of these Covenants to assure that all dwellings shall be of high quality design, workmanship and materials approved by COLLINS DEVELOPMENT CORPORATION or its successor or assign. All dwellings shall be constructed in accordance with the applicable government Building Code and with more restrictive standards that may be required by COLLINS DEVELOPMENT CORPORATION or its successor or assign. The ground floor area of the dwelling, exclusive of attached garages, carports, open terraces and breezeways, shall be:

- a) For one-story dwellings - not less than 2,000 square feet.
- b) For dwellings or more than one story - not less than 1,200 square feet on the first story or floor, and the total living area in the dwelling shall be not less than 2,400 square feet.

### 4. Location on Lot

No building shall be located on a lot nearer to the front lot line than the front building line shown on the recorded plat or subdivision of AINTREE or 40 feet, whichever is greater. No dwelling shall be located within 40 feet of a rear lot line or 10 feet of a side lot line not adjoining a street. The construction of tennis courts and swimming pools shall require the prior approval of COLLINS DEVELOPMENT CORPORATION or its successor or assign and shall be screened from any interior street by a wall, solid fence, evergreen hedge or other visual barrier as approved in writing by COLLINS DEVELOPMENT CORPORATION or its successor or assign. No tennis court or swimming pool shall be located on a lot nearer to the front lot line ahead of the front yard setback line, nor closer to a side yard line than the prescribed minimum setback as required by appropriate municipal codes shown on said recorded plat or 40 feet, whichever is greater. In the case of corner lots, a front yard setback must be honored on both exposures for the purpose of a tennis court or swimming pool construction.

### 5. Lot Width

No dwelling will be permitted on that portion of any lot at a point having a width of less than 75 feet within the buildable area.

### 6. 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 asphaltic concrete, or the equivalent thereof. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by COLLINS DEVELOPMENT CORPORATION or its successor or assign.

**7. Natural Drainage Ways**

Where there exists on any lot or lots a natural condition of accumulation of storm or surface water remaining over an extended period of time, the lot owner may, with the written approval of COLLINS DEVELOPMENT CORPORATION, or its successor or assign, take such steps as shall be necessary to remedy such condition; provided, however, that no alterations or diversions of such natural water flow proposed by the lot owner will cause damage to other property, either inside or outside the confines of AINTREE.

**8. Easements**

In the recorded Plat of Subdivision of AINTREE, Declarant has:

- a) Granted an easement to ILLINOIS BELL TELEPHONE COMPANY and the CITY OF ST. CHARLES and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the subdivision with telephone and electric service; also the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment, and finally the right to cut down and remove any trees, shrubs or saplings that interfere or threaten to interfere with any of the aforesaid uses or rights therein granted. No permanent buildings or trees shall be placed on said easement but same may be used for gardens, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted;
- b) Created an easement for surface drainage in and along the streets and such other locations as are shown by dotted lines and marked accordingly on the plat; and
- c) Reserved an assignable easement for the planting and maintenance of evergreens, trees, shrubs, grass and other landscaping and the maintenance of sidewalks, parkways and woods in and along the streets as shown on the plat.

**9. Home Occupations, Nuisances and Livestock**

No home occupation or profession shall be conducted in any dwelling or accessory building thereto located in AINTREE. No noxious or offensive activity shall be carried on, in or upon any

premises, nor shall anything be done thereon which may be, or may become, any annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats over for months of age shall be kept or maintained on any lot except heretofore referred to in paragraph 1 of Article IV. No burning or refuse shall be permitted outside the dwelling, except that the burning of leaves will be permitted as or if allowed by ordinance of the City of St. Charles from time to time. The use of any open carport, driveway or parking area which may be in front of adjacent to, or part of any lot as a habitual parking place for recreational or commercial vehicles or articles is prohibited. A "commercial vehicles" (automobiles, station wagons, truck trailers, etc.) and "recreational vehicles" shall be stored inside the garages at all times. The habitual violation of the parking regulations set forth in this paragraph shall be deemed nuisance and in violation of paragraph 1 of this Article IV.

**10. Plant diseases or Noxious Insects**

No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

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

There shall be not more than one nameplate on each lot. A nameplate shall be not more than 72 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of any accessory building or structure or free-standing in the front or side yard, provided that the height of the nameplate is not more than 12 inches above the adjoining ground grade. One hospitality light standard, of a design approved by COLLINS DEVELOPMENT CORPORATION, or its successor or assign, may be located within the front yard. No television or radio antennae, or tower, or laundry-drying equipment shall be erected or used outdoors, whether attached to a building or structure or otherwise. Flag poles are permitted provided the pole is not more than 25 feet in height, unless otherwise approved by COLLINS DEVELOPMENT CORPORATION, or its successor or assign.

**12. Temporary Structures**

No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in paragraph 1 of this Article IV), and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling, and such

buildings or structures shall be removed promptly upon the completion of construction.

13. **Architectural Controls**

It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, fence, wall or other structure shall be commenced, nor shall any addition, change, or alteration thereto be made (except "interior" alterations) until the construction plans and specifications, showing the nature, kind, shape, height, materials, color scheme, and proposed location on said lot together with the grading plan and landscape plan for the proposed improvement have been submitted to and approved in writing by COLLINS DEVELOPMENT CORPORATION, or its successor or assign. Said approving agency hereby retains the right to refuse any such construction plans and specifications, location, grading plan, or landscape plan, which are not suitable or desirable, in the opinion of COLLINS DEVELOPMENT CORPORATION, or its successor or assign, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, location, grading plan or landscape plan, COLLINS DEVELOPMENT CORPORATION, or its successor or assign, shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of the building or other structure on the compatibility with adjacent or neighboring properties. In no instance shall a building of a design exactly the same as any other in AINTREE be permitted. All plans, specifications and other materials pertinent to any proposed construction shall be submitted to the office of COLLINS DEVELOPMENT CORPORATION, or its successor or assign together with the payment of \$50.00. A report in writing setting forth the decisions of COLLINS DEVELOPMENT CORPORATION, or its successor or assign, and the reasons therefor shall thereafter be transmitted to the applicant by COLLINS DEVELOPMENT CORPORATION, or its successor or assign, within 30 days after the date of filing the plans, specifications and other material by the applicant. COLLINS DEVELOPMENT CORPORATION, or its successor or assign, following the submission of the aforesaid, will aid and assist the prospective residents or their agents and will make every attempt to reasonably cooperate with the wishes of the lot owner. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event: (a) COLLINS DEVELOPMENT CORPORATION, or its successor or assign, fails to approve or disapprove within 30 days after submission, the final plans, specifications and other material, as required in this Declaration; or (b) no suit to enjoin

construction has been filed within 30 days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to have received compliance.

14. **Underground Wiring**

No above ground communication, electric or television lines or cable shall be permitted to be placed anywhere in AINTREE other than within buildings or structures. It is intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

15. **Maintenance of Parkways**

The owners of lots in AINTREE shall be responsible for the maintenance of parkways located between their lot lines and the edges of street pavements on which said lots face.

16. **COLLINS DEVELOPMENT CORPORATION Option to Purchase**

COLLINS DEVELOPMENT CORPORATION, and its successor or assign, hereby reserves an assignable option to purchase any real property together with any improvements thereon in AINTREE on the same terms and conditions as may be contained in any bona fide offer that any owner of any such property and improvements may receive from time to time for the purchase thereof. COLLINS DEVELOPMENT CORPORATION, or its successor or assign, shall have 15 days from the day it received written verification of said offer (or copy thereof) from any owner to notify said owner of its decision as to whether or not it will exercise its option to purchase said property and improvements. Said notice shall be given to COLLINS DEVELOPMENT CORPORATION, or its successor or assign, within five (5) days after any such offer is received by such owner — and shall specify the terms and conditions contained in such offer, the names of the offeror, his residence address and his business address, if available. Said option shall be effectively exercised, if at all, by a written notice from COLLINS DEVELOPMENT CORPORATION, or its successor or assign, mailed or delivered to said owner within said 15-day period wherein COLLINS DEVELOPMENT CORPORATION, or its successor or assign, agrees to purchase said premises on said terms and conditions. Should COLLINS DEVELOPMENT CORPORATION, or its successor or assign, fail to act within said period so as to exercise its option, then the owner of said premises shall have the right to sell said premises to said offeror on said terms and conditions subject to each and every restriction, limitation and condition herein contained. This option shall terminate 21 years after the date on which this Declaration is recorded, unless sooner terminated at the discretion of COLLINS DEVELOPMENT CORPORATION.

17. Deviations by Agreement with COLLINS DEVELOPMENT CORPORATION  
COLLINS DEVELOPMENT CORPORATION, hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property) to deviate from any or 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 involved or any other Covenant as to the remaining property in AINTREE.

#### ARTICLE V

##### AINTREE Community Association

###### 1. Creation and Purposes

There shall be formed an Illinois not-for-profit corporation to be known as the AINTREE Community Association (hereinafter referred to as the "Association"), whose purposes shall be to cooperate with the Developer during the course of the development period (and thereafter) by assisting with the enforcement of the high standards established for property in AINTREE under the Covenants to insure the provision of certain services and facilities of common benefit to all or the majority of lot owners, and, in general to maintain and promote the desired character of AINTREE following the initial sale of lots by the Developer.

###### 2. Membership and Voting

COLLINS DEVELOPMENT CORPORATION, its successor or assign, and every record owner of a fee simple interest in AINTREE, shall become and be a member of the Association, and each such member, including COLLINS DEVELOPMENT CORPORATION, shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, or, in the case of COLLINS DEVELOPMENT CORPORATION, or its successor or assign, each lot beneficially owned by it. Where title to a lot is in the name of more than one person, such co-owners must designate one spokesman or spokeswoman, and shall be entitled to but one vote.

###### 3. Powers of the Association

The Association shall have the following powers:

- a) To the extent such services are not provided by any governmental body:
  - (1) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrub-

bery and grass in the parkways which are in the street and set aside for the general use of all residents and owners of property in AINTREE.

- (2) To provide for the plowing and removal of snow from public sidewalks and streets.
- (3) To spray and to take other measures for mosquito and fly abatement with AINTREE.
- (4) To employ duly qualified peace officers for the purpose of providing such additional security protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.
- (5) To maintain entranceways and any other common ground accepted by the Association in AINTREE.
- b) To mow, care for, and maintain vacant or improved property, remove rubbish from same, and to do any other thing necessary or desirable in the judgment of the officers of the Association to keep all private property and all parkways in front of any property in AINTREE neat in appearance and in good order.

Accompanying this authority will be the right to make and collect reasonable charges, not to exceed the cost to the Association, from the owners of such property — and the right to lien such property or properties as a remedy.

- c) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.
- e) To make such improvements to the entranceways to AINTREE and parkways within streets in AINTREE and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two thirds of the members of the Association acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping AINTREE a highly desirable and exclusive residential community.

###### 4. Method of Providing General Funds

- a) For the purposes of providing a general fund to enable the Association to exercise the powers, make and maintain the improvements, and render the services herein provided for the Board of Governors of the Association shall estimate for each year the total amount required of such fund for such year and may levy an annual assessment uniformly against each lot in AINTREE in any amount not exceeding 40/100ths of 1 cent multiplied by the total square footage of Lots #1 through #104 and 5/100ths of a cent multiplied by the total square footage of Lots #1 through #16, provided, however

that the annual rate of assessment may not be increased by an amount exceeding:

- (1) 40/100ths of a cent per square foot for Lots #17 through #104 and 5/100ths for Lots #1 through #16 when approved by the affirmative vote of a majority of the members; or
- (2) 50/100ths of a cent per square foot for Lots #17 through #104 and 6/100ths for Lots #1 through #16 when approved by the affirmative vote of two-thirds of the members, present at a meeting thereof called and held in accordance with the By-Laws of the Association. No annual assessment or increase in the amount thereof may be made for more than one year at a time and the maximum annual rate of assessment which may be levied for any year shall be 80/100ths of a cent per square foot for lots #17 through #104 and 10/100ths for Lots #1 through #16.

b) In the event of failure of any owner to pay an assessment on or before 30 days following due date and following proper notice to such owner of such assessment, then said assessment shall become delinquent and shall bear interest at the rate of 9 percent per annum from the due date thereof to the date of payment of both principal and interest and may thereafter be enforced against the owner personally, as satisfaction of the lien on said real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file certificates of non-payment of assessments in the office of the Recorder of Deeds whenever any such assessments are delinquent. For each certificate so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein an additional fee of \$10.00 and reasonable attorney's fees which fees are hereby declared to be in addition to the lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original assessments provided for herein and in addition to the interest and principal due thereon.

c) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property prior to the effective dates of such liens.

d) Such liens shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the termination of the suit and until the sale of the property under execution of the judgment in such suit.

#### 5. Expenditures Limited to Assessment for Current Year

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

#### 6. Procedure for Amendments

This Article V may be amended at any time by the written consent of the members of the Association who own, legally or beneficially, two-thirds of the lots in AINTREE. The agreements or amendments to amend shall be duly executed and acknowledged by such members and recorded in the Office of the Recorder of Deeds of Kane County, Geneva, Illinois, except that no amendment shall be deemed to be valid that would increase the maximum annual rate of assessment herein provided.

7. Until such time as the Association is formed as aforesaid COLLINS DEVELOPMENT CORPORATION shall have all the powers of the Association specified in this Article V.

### ARTICLE VI

#### General Provisions

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Article VI for an initial period of thirty (30) years from December 16, 1974 and thereafter for successive periods of 25 years each.
2. The Covenants herein set forth shall run with the land and bind COLLINS DEVELOPMENT CORPORATION, its successors, grantees and assigns, and all parties claiming by, through, or under them. COLLINS DEVELOPMENT CORPORATION, its successor or assign, and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in AINTREE any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from COLLINS DEVELOPMENT CORPORATION, or its successor or assign, by the owner of such lot, then COLLINS DEVELOPMENT CORPORATION, or its successor or assign shall have, in addition to the foregoing rights, the right to enter upon the

property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of COLLINS DEVELOPMENT CORPORATION, or its successor or assign, and the Association to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. The record owners in fee simple of the residential lots in AINTREE may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:
  - a) Any such change or changes may be made effective at any time within ten years from the date of recording of this Declaration if the record owners in fee simple of at least three-fourths of said lots consent thereto;
  - b) Any such change or changes may be made effective at the end of said initial thirty (30) year period or any such successive twenty-five (25) year period if the record owners in fee simple of at least two-thirds of said lots consent thereto at least five years prior to the end of any such period;
  - c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of Kane County, Illinois; provided, however, that Article V hereof may be amended at any time in the manner therein set forth. A recordable certificate by an accredited abstractor or title guaranty company doing business in Kane County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning property in AINTREE and shall run with the land and bind all persons claiming by, through or under any one or more of them.

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

under foreclosure of any mortgage or under the provisions of a deed or trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, his or its personal representatives, successors or assigns shall hold a and all such property so purchased or acquired subject to all Covenants, liens and other provisions of this Declaration, except as hereinabove set forth in paragraph 4 (c) of Article IV.

5. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.
6. COLLINS DEVELOPMENT CORPORATION, or its successor or assign, retains the right to vest the Association with all or any of the rights, privileges, easements, powers and duties hereinafter retained or reserved by COLLINS DEVELOPMENT CORPORATION, or its successor or assign, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds of Kane County, Illinois, and COLLINS DEVELOPMENT CORPORATION, or its successor or assign, shall thereupon be relieved and discharged from every duty so vested in the Association.
7. When used in these Covenants "successor" means a person or corporation who succeeds to the position of COLLINS DEVELOPMENT CORPORATION, or its successor or assign as developer of lots in AINTREE, and "assign" means any person or corporation who takes by written assignment from COLLINS DEVELOPMENT CORPORATION or its successor or assign.
8. Each owner of a lot in AINTREE shall file the correct mailing address of such owner with COLLINS DEVELOPMENT CORPORATION and shall notify COLLINS DEVELOPMENT CORPORATION promptly in writing of any subsequent change of address. COLLINS DEVELOPMENT CORPORATION shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner with COLLINS DEVELOPMENT CORPORATION shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF, COLLINS DEVELOPMENT CORPORATION has caused this instrument to be executed by its President, attested by its Assistant Secretary and its corporate seal to be hereto affixed, the day and year first above written.

COLLINS DEVELOPMENT CORPORATION

By: /s/ William E. Gahlberg  
President

ATTEST:

By: /s/ Luella Hallberg  
Assistant Secretary

STATE OF ILLINOIS |  
COUNTY OF KANE | SS

I, Joann D. Torrence, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William E. Gahlberg, President of the COLLINS DEVELOPMENT CORPORATION, and Luella Hallberg, Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of the said Corporation, did affix the corporate seal of said Corporation to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of December, 1974.

/s/ Joann D. Torrence  
Notary Public