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Lynda M. Quinn
RECORDER

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
HUNT CLUB UNIT 1
ST. CHARLES, ILLINOIS

THIS DECLARATION, made this 2nd day of January, 1989, by NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO BANK OF WHEATON, as Trustee under Trust Agreement dated November 23, 1987, and known as Trust Number 5042-WH, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of the real estate legally described in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Subject Property"; and

WHEREAS, Declarant is the owner in fee simple or purchase, under contract of the real estate legally described in Exhibit "B" attached hereto and made a part hereof, hereinafter referred to as the "Add-On Property"; and

WHEREAS, Declarant is desirous of subjecting the Subject Property to certain conditions, covenants, restrictions, reservations and easements as hereinafter set forth; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in the Subject Property, or in any portion thereof, shall at all times hold their interests subject to the rights, priorities, easements, covenants, conditions, restrictions, liens, and charges hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the attributes of the Subject Property for the use and enjoyment of the residents and owners thereof, and each of which shall inure to the benefit of and pass with the Subject Property, and each and every parcel thereof.

NOW THEREFORE, Declarant hereby declares that the Subject Property is, and shall be held, transferred, sold, conveyed, and occupied, subject to the conditions, covenants, restrictions, easements, charges, and liens hereinafter set forth, sometimes hereinafter collectively referred to as "Covenants".

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the City of St. Charles, County of Kane, State of Illinois, and

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is legally described on Exhibit "A" attached hereto. Notwithstanding the foregoing, property described within the aforesaid Exhibit "A" which is owned or will be owned by the City of St. Charles shall not be subject to the terms set forth herein except as otherwise expressly provided in this Declaration.

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The Subject Property is subjected to the Covenants hereby declared to insure proper use and appropriate development and improvements of the Subject Property and every part thereof; to protect each 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, size, or unsuitable materials; to prevent haphazard and inharmonious improvements; to insure desired high standards of maintenance and operation of storm water facilities for the benefit and convenience of all owners of lots and all residents within the Subject Property, and, in general, to provide adequately for a residential subdivision of the highest quality and character and the preservation of natural resources and environment.

ARTICLE III

DEFINITIONS

Section 1. Add-On Property. The real estate legally described in Exhibit "B" attached hereto.

Section 2. Basement. A portion of a dwelling unit in which not less than one-half of its floor to clear ceiling height is below the average grade of the adjoining ground at the front elevation.

Section 3. Building. Any roofed structure intended for shelter, housing, or enclosure of any person, animal or chattel.

Section 4. City. The City of St. Charles, a municipal corporation of Kane County, Illinois.

Section 5. Declarant. The Bank of Wheaton, as Trustee under Trust Agreement dated November 23, 1987, and known as Trust Number 5042.

Section 6. Dwelling Unit. Any building or a portion thereof situated on a lot on the Subject Property and intended for the use and occupancy of a single family for which an occupancy permit has been issued.

Section 7. Final Plat. The final plat or plats of subdivision from time to time recorded with the Kane County Recorder's office for the various units of the Hunt Club, St. Charles, Illinois.

Section 8. Living Space. The total interior square footage of a dwelling unit measured on a horizontal plane for each story, calculated by using the outside dimensions of a dwelling unit, exclusive of porches, garages, uninhabitable storage areas, and basements.

Section 9. Lot. A parcel of land, under common fee ownership, occupied by or intended for occupancy by one dwelling unit and having frontage on a street. A lot may or may not coincide with a lot of record as depicted on the a Final Plat.

Section 10. Occupant. Any person or persons in possession of a dwelling unit other than the owner.

Section 11. Owner. A person or persons whose estates or interests, individually or collectively, at any time constitute an aggregate fee simple ownership in a lot. The word "owner" shall also mean and refer to the Declarant as to any lot ownership, where title is held by Declarant, or its nominee or agent. The word "owner" shall not, however, notwithstanding any applicable provisions of any mortgage, mean or refer to a mortgagee or any other persons having interest in any such lot ownership merely as security for the performance of an obligation unless and until such mortgagee or other holder of a security interest has acquired title pursuant to foreclosure or by deed in lieu of foreclosure.

Section 12. Person. A natural person, corporation, partnership, trustee, or other legal entity capable of holding legal title to real estate.

Section 13. Storm Water Detention/Retention Facilities. Those portions of the Subject Property as identified on a Final Plat and required pursuant to applicable codes and ordinances of the city to detain and/or retain storm water and discharge such storm water at a restricted release rate, including all storm sewers, fixtures, and appurtenances being a part thereof or incidental thereto.

Section 14. Story. That portion of a building other than a basement included between a floor and 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 and such services. Except as otherwise provided for herein, a mezzanine floor shall be counted as a story when it covers over one-third of 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 twenty-four (24) feet or more.

Section 15. Structure. Anything constructed or erected on a lot, the use of which requires more or less permanent location on the ground or attached to something having a permanent location on the ground.

Section 16. Subject Property. The real estate described in Exhibit "A" attached hereto.

ARTICLE IV

USE RESTRICTIONS

Section 1. Land Use. All lots within the Subject Property shall be used for single family residential purposes only and no building shall be erected, reconstructed, or maintained thereon except for dwelling units having an attached garage containing not less than two (2) parking spaces for the sole use of the owners or occupants of the dwelling unit.

Section 2. Accessory Structures. No accessory structures, outbuildings, or storage sheds shall be constructed, maintained, or utilized upon any lot within the Subject Property, except for in-ground swimming pools, children's playhouses, and gazebos constructed of materials permitted pursuant to Section 8 of this Article IV. Each such child's playhouse and gazebo shall contain one floor only constructed at or near ground level, and no child's playhouse shall exceed one hundred square feet in total area.

Section 3. Swimming Pools. No above ground swimming pools, excluding children's wading pools, shall be erected, placed, or utilized on any lot within the Subject Property.

Section 4. Bi-Levels Prohibited. No "bi-level" design shall be utilized in any dwelling unit constructed upon any lot within the Subject Property.

Section 5. Antenna and Solar Heating Systems. No solar heating system, dish type antenna, or tracking device utilized to receive or intercept satellite transmissions, or any other form of antenna, shall be located or used on any lot within the Subject Property unless fully enclosed within the dwelling unit located on the lot. No television or radio tower, antennae, or dish of any type used for transmitting signals shall be located or utilized on any lot within the Subject Property.

Section 6. Recreational Vehicles. No recreational vehicles of any type, including, without limitation, boats, trailers, campers, motor homes, airplanes, and other such vehicles and equipment shall be parked or stored, temporarily or permanently,

in an area which is not fully enclosed on any lot within the Subject Property.

Section 7. Sodding or Seeding of Yards. All front, side, and rear yards (including parkways in street rights-of-way) shall be sodded or seeded on each lot within the Subject Property by the owner thereof within one (1) year following the issuance of the occupancy permit for the dwelling unit on such lot.

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Section 8. Building Exteriors. No aluminum, vinyl, or masonite (excepting stuccato used in an English Tudor or similar design) exterior siding, fascia or soffits shall be incorporated in or used in the construction of any dwelling unit located upon any Lot within the Subject Property. All structures shall be constructed of exteriors consisting of brick, stone, cedar, redwood, stuccato, or any combination thereof. No other form or type of exterior material shall be utilized without Declarant's prior written consent. Nothing in this Section 8 shall be construed to limit or restrict the use of aluminum gutters, downspouts, storm doors, and storm window systems on the exterior of any dwelling unit. Exterior window and door shutters may be constructed of wood, vinyl, aluminum, or similar materials. In addition to the foregoing, on lots 31, 32, 33 and 34 within the Subject Property, and as to those lots only, not less than fifty percent (50%) of the vertical square footage of all exterior elevations, excluding gable areas, shall be constructed of masonry materials as provided in this Section 8.

Section 9. Minimum Building Size. The following standards for minimum square footage of living space shall be applicable to each dwelling unit constructed within the Subject Property:

a. All multi-story dwelling units shall contain not less than two thousand six hundred fifty (2,650) square feet of living space above the top of the dwelling unit's foundation at its highest point.

b. All one story dwelling units shall contain not less than two thousand five hundred (2,500) square feet of living space above the top of the dwelling unit's foundation at its highest point.

Section 10. Roof Design. All single family residential dwelling units constructed within and upon the Subject Property shall incorporate a pitched roof design containing not less than a 6/12 pitch on all roof areas except for porches, sun rooms, and similar structures extended out from and attached to the rear elevation of such dwelling unit.

Section 11. Model Homes. No structure or other facility located in the Subject Property shall be occupied or utilized for the purpose of a model home and/or sales office without the prior

written approval of the Declarant, and then only in accordance with the limitations and restrictions of such approval. Such approval shall be in the sole and absolute discretion of Declarant.

ARTICLE V

EASEMENTS

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Section 1. Public Utility, Drainage and Storm Water Retention Easements. Pursuant to the Final Plat for Hunt Club Unit 1, recorded in Kane County, Illinois, the 22nd day of December, 1988 as document number 1949388, the Declarant has granted certain easements for public utilities, drainage and storm water detention to the City and other named common carriers and franchisees of the City. Said easements are identified by dashed lines on the Unit 1 Final Plat, with designation of "P.U. & D.E." and similar nomenclature. Pursuant to said easements, the City and other parties benefitted thereby shall have the perpetual right, privilege and authority to utilize the easement premises in the manner set forth on the Unit 1 Final Plat, and each owner of a lot within the Subject Property shall maintain the easement premises located on his lot and keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plat for Hunt Club Unit 1, and the Final Plat for any other unit of Hunt Club.

Section 2. Easements to Run with the Land. All easements and rights on or with respect to any lot within the Subject Property are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, the City, and any owner, occupant, purchaser, mortgagee, and other person having an interest in any lot upon which such easement is located, and its or his heirs, grantees, successors, and assigns.

ARTICLE VI

OWNERSHIP OF AND FUNDING FOR MAINTENANCE OF STORM WATER RETENTION/DETENTION FACILITIES

Section 1. Ownership. All lots within the Subject Property impressed with storm water retention and/or detention easements shall be owned in fee simple by the City or the St. Charles Park District (hereinafter referred to as the "Park District"), as those two governmental entities may from time to time agree. Pursuant to that certain Amended and Restated Land Management Agreement (1988 Land Management Agreement - Parks), dated July 5, 1988 between the City and the Park District (hereinafter referred to as the "Land Management Agreements - Parks"), the City and Park District have agreed that fee ownership of lot 10 as identified on the Unit 1 Final Plat shall reside with the Park District. Lot 10 is the only lot within the Subject Property impressed with a storm

water retention/detention easement. Additional storm water retention/detention easements to be located on lots established in subsequent units of the Hunt Club development on the Add-On Property as contemplated under City of St. Charles Ordinance No. 1988-Z-7 and City of St. Charles Resolution No. 88-46, approving the Hunt Club Planned Unit Development Preliminary Plan (hereinafter referred to as the "Hunt Club Approval Documents"), shall similarly be owned in fee simple by the Park District, unless otherwise agreed between the City and the Park District.

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Section 2. Funding for Costs of Maintenance of Storm Water Retention/Detention Easements. Pursuant to the Land Management Agreement - Parks, the Park District shall maintain the storm water retention/detention easements located within the Subject Property, as well as those retention/detention easements hereafter impressed against the Add-On Property. With respect to dry bottom detention basins and other grassed areas of detention/retention easements, the Park District shall bear the cost of mowing, removing debris and repairing changes in elevations and contours which the Park District causes. With respect to the cost of maintaining, by removal of debris and flotsam, maintaining elevations and contours in accordance with final engineering plans or as otherwise approved by the City, removal of siltation, and correction of erosion, and improving, correcting or modifying in any manner the retention ponds located within a storm water retention/detention easement, funding therefor shall be provided as follows:

a. All such costs shall be first defrayed through funds generated from taxes levied and collected pursuant to City of St. Charles Ordinance No. 1988-M-103 proposing Special Service Area Number 8 (the Hunt Club), which ordinance was adopted by the City Council of the City of St. Charles on December 12, 1988 (hereinafter referred to as the Special Service Area). The Special Service Area will encompass the Subject Property, the Add-On Property and certain other property as identified therein.

b. In the event the funds generated from the Special Service Area are insufficient to defray the cost of maintaining the retention ponds in the manner aforesaid, the City shall have the power and authority to assess each lot located within the Subject Property, and each portion of the Add-On Property hereafter subjected to this Declaration, on an equal prorata basis, the amount of such deficiency, and collect such prorata amount from the owner of each such lot. The amount and due date of such assessment, together with a statement of account identifying the need for such assessment, shall be given by the City to each owner effected thereby pursuant to written notice delivered to each owner personally or by regular U. S. Mail to the address of such lot, not less than fifteen (15) days prior to the due date specified therein. Notice by regular U. S. Mail shall be deemed effectively given on the

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second business day following the date of deposit in the U.S. Mail. The entire prorated amount of such assessment shall be paid by each lot owner effected thereby on or before the due date as specified in the notice. In the event a lot owner shall fail to pay his prorata share of such assessment prior to 5:00 p.m. on the designated due date, the City shall have the right to effect a lien against such lot by recording a written notice of lien against such lot with the Kane County Recorder's office, which lien shall be in the amount of the delinquent assessment share, plus ten percent (10%) thereof as an administrative charge. Such lien may be foreclosed by the City in the manner of a mechanic's lien by an appropriate action brought by or on behalf of the City in a court of competent jurisdiction. The City shall further be entitled to recover from the applicable lot owner all costs and expenses incurred by it, including reasonable attorneys' fees, in collecting any such delinquent assessment, plus interest on the delinquent assessment share at the rate of twelve percent (12%) per annum from the designated due date until payment in full is made. The amount of the assessments, plus interest, so collected by the City, but excluding the costs and expenses recovered by the City and the ten percent (10%) administration charge added to delinquent assessments, shall be paid by the City to the Park District to defray the costs incurred by the Park District in performing the aforesaid maintenance.

Section 3. Exculpation of Governmental Liability. The references in Sections 1 and 2 of this Article VI to the 1988 Land Management Agreement-Parks, the Hunt Club Approval Documents, the Special Service Area Ordinance, and any other separate agreements, undertakings, ordinances or resolutions by or between the City and/or the Park District (collectively the "Independent Agreements"), are for informational purposes only. Nothing contained in this Article VI, or in any other portion of this Declaration, shall be construed to incorporate all or any portion of any of the Independent Agreements into this Declaration, nor create or vest any right or interest in or to any Independent Agreement in any person or entity not a signatory to such Independent Agreement. Nothing in this Declaration shall be construed to in any manner limit or alter any of the City's or the Park District's rights, powers and authority to amend, alter, terminate, extend, or replace any of the Independent Agreements, in such manner as either or both of them may from time to time deem appropriate in their absolute discretion, within the limits of applicable law. It is the express purpose and intent of the Declarant that the City shall be a third party beneficiary of this Declaration with respect to the rights, powers and authority herein granted to it, but that neither the City or Park District shall be subject to any claim or liability, nor be made a party to any dispute or litigation, pertaining to or arising under this Declaration.

ARTICLE VII

ADD-ON PROPERTY

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- The Subject Property constitutes the initial phase of the overall development known as the Hunt Club, which development was approved in preliminary form by the City pursuant to the Hunt Club Approval Documents. Accordingly, the Declarant contemplates the development of one or more additional phases of the Hunt Club on the Add-On Property. Declarant, by written instrument or instruments duly executed by Declarant and hereafter recorded with the Kane County Recorder's office, shall have the right and authority, but not the obligation, to from time to time subject all or any part of the Add-On Property, or any other property contiguous to the Subject Property or Add-On Property hereafter acquired by Declarant, to the conditions, covenants, easements, reservations and restrictions set forth in this Declaration, subject to such alterations, amendments, or clarifications of the terms and provisions hereof as Declarant may deem appropriate for the applicable parcel of the Add-On Property. The submission of all or any portion of the Add-On Property or other contiguous property to this Declaration shall be in the sole and absolute discretion of Declarant, and shall not require the consent or approval in any form or manner of any lot owner taking title by, through or under Declarant. The right and authority vested in Declarant pursuant to this Article VII shall be personal to Declarant and shall not run to the benefit of any grantee, successor or assignee of Declarant except by written instrument of assignment specifically referencing the right being assigned, duly executed by Declarant and recorded with the Kane County Recorder's office. Each portion of the Add-On Property, or other contiguous property, from time to time duly subjected to this Declaration shall automatically be treated as a part of the Subject Property for purposes of applying the provisions of this Declaration.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Declarant's Rights Reserved. Notwithstanding any provisions herein to the contrary, the easements under Article V shall be subject to:

a. The right of the Declarant to execute all documents and do all other acts and things affecting the Subject Property which, in the Declarant's opinion are desirable and appropriate in connection with Declarant's rights hereunder, provided any such document or act or thing does not unreasonably interfere with the property rights of any owner.

b. Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public utility or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewer and water pipes, or any other utility services serving any dwelling unit or as otherwise specified in such easements.

c. The vacation or relocation of easements by the Declarant pursuant to agreement with the City to facilitate the service of utilities to all or any portion of the Subject Property or the Add-On Property, or to eliminate a particular hardship which would otherwise be experienced by an owner.

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Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the Subject Property and shall inure to the benefit of and be enforceable by the Declarant, the City, the owner of any land subject to this Declaration, their respective legal representatives, heirs, grantees, successors, and assigns for a term of fifty (50) years from the date this Declaration is recorded, after which time such covenants shall be automatically extended for successive periods of ten (10) years unless and until an instrument amending this provision as hereinafter provided shall be recorded.

Section 3. Amendment. Except with respect to rights of the City and as otherwise provided in Article VII hereof, this instrument and its effect shall not at any time hereafter be modified, amended, or annulled except by the written agreement of the then owners of record of two-thirds (2/3) of all of the lots contained within the Subject Property and each portion of the Add-On Property hereafter subjected to this Declaration. No Amendment purporting to affect any right of the City provided herein shall be effective unless such amendment is duly approved and executed by the City. No amendment shall be effective until duly executed, acknowledged, and recorded in the office of the Recorder of Deeds, Kane County, Illinois.

Section 4. Severability. If any provisions of this Declaration or any section, sentence, clause, phrase, or word hereof, or the application thereof in any circumstances, is held invalid, the validity of the remainder of this Declaration and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby.

Section 5. Rights and Obligations. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or

reserved by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed and shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and, except as otherwise provided herein, shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance. The rights and powers reserved in Declarant hereunder shall be personal to Declarant and shall not inure to the benefit of any grantee, successor or assignee of Declarant when otherwise expressly provided in a written instrument of assignment executed by Declarant and recorded with the Kane County Recorder's office.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

Section 7. Perpetuities and Other Rules of Property. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or an analogous statutory provision, or (b) any other statute or common law rule imposing time limits, then such provisions shall continue in the case of (a) only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of the incumbent Governor of the State of Illinois, and the incumbent President of the United States, and in the case of (b) for the maximum period permitted.

Section 8. Title in Land 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 beneficiary or 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. 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 and the personal obligation of the beneficiaries of such trust at the time such charge or lien is incurred, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such lot.

Section 9. Assignment of Declarant's Rights. Declarant, its successors or assigns, shall have the right to transfer and assign all or any of the rights, privileges, easements, powers, and duties

herein retained or reserved by the Declarant, its successors or assigns, by written instrument or instruments in the nature of an assignment expressly providing for such assignment, which shall be effective when recorded in the office of the Recorder of Deeds of Kane County, Illinois, and Declarant, its successors or assigns, shall thereupon be relieved and discharged from every duty so vested in the transferee.

Section 10. Exceptions. Except for rights granted to the City, Declarant, for itself only, hereby reserves the right to enter into written agreements without the consent of any owner to deviate from any or all of the provisions set forth herein in the event there are practical difficulties or particular hardships evidenced by any grantee of any lot in the Subject Property or the Add-On Property subjected to this Declaration. Any deviation so approved shall not constitute a waiver of the right of Declarant to enforce against any other lot within the Subject Property or the Add-On Property, the provision deviated from, nor shall Declarant have any obligation to extend or grant such deviation to any other lot within the Subject Property or the Add-On Property.

Section 11. Remedies and Breach of Covenants, Restrictions and Regulations.

a. Default. In the event of any default of any owner under the provisions of this Declaration, or any amendment hereof, the Declarant, other owners, and the City shall have each and all of the rights which may be respectively provided for them in this Declaration, or which may be available at law or in equity and may prosecute any action or other proceeding for enforcement of any lien or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Declarant, such other owners, or the City in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, shall be charged to and assessed against such defaulting owner.

b. No Waiver of Rights. The failure to enforce any right, provision, covenant, or condition which may be granted by this Declaration shall not constitute a waiver of the right or of the continuing right to enforce such a right, provision, covenant, or condition in the future, irrespective of the number of violations, defaults, or breaches which may occur.

c. Remedies Cumulative. All rights, remedies, and privileges granted to the Declarant, owners, or the City pursuant to any terms, provisions, covenants, or conditions of this Declaration shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the Declarant,

owners, or the City thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to the Declarant, owners, or the City at law or in equity.

-Section 12. Limited Application. Nothing contained in this Declaration shall be construed to apply to any property other than the Subject Property, nor to require the application of restrictions of a similar nature to any other unit of the Hunt Club development, unless and until such other property is subjected to this Declaration pursuant to the provisions of Article VII hereof.

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Section 13. Conflict. In the event of a conflict between any provision of this Declaration and an express provision contained on a Final Plat, the provision of the Final Plat shall prevail.

Section 14. No Limitation on City. Nothing contained in this Declaration shall be construed to limit or restrict the right, power, and authority of the City to amend, alter, modify, enact or enter into any ordinance or agreement pertaining to the Subject Property as the City may from time to time deem appropriate and in conformance with applicable law.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledged, and attested by its undersigned, duly authorized officers on the day and date first above written.

NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO BANK OF WHEATON, as Trustee under Trust Agreement dated November 23, 1987, and known as Trust Number 5042 -WH

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

By: *Ray Orsini*

Title: Vice President & Trust Officer

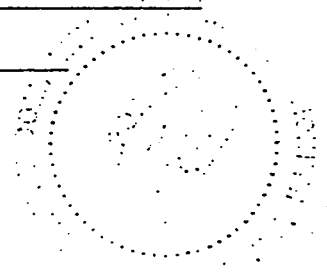
Attest: *William P. V. [Signature]*

Title: Assistant Secretary

PERMANENT INDEX NUMBERS:

Prepared by and mail to:

Henry S. Stillwell III
Rathje, Woodward, Dyer & Burt
203 East Liberty Drive
P. O. Box 786
Wheaton, Illinois 60189
312-668-8500



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State of Illinois
County of Du Page */ NBD TRUST COMPANY OF ILLINOIS, AS SUCCESSOR TRUSTEE TO

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I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary E. Crocus, ice President & T.O., and McGarry P. Murray, 'II, Assistant Secretary of *Bank of Wheaton, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such officers, 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 as custodian of the corporation, he did affix the corporate seal of said corporation to said instrument as his 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 31st day of January, 1989.

Donna May Saelinger
Notary Public

Commission expires 5/1/90.

"OFFICIAL SEAL"
Donna May Saelinger
Notary Public, State of Illinois
My Commission Expires 5/1/90

This Declaration is hereby consented to on the date first above written by Home Federal Savings and Loan Association in its capacity as mortgagee of record against the Subject Property.

HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION,

By: *William J. H. ...*

Title: *Vice President*

Attest: *[Signature]*

Title: *Exec. Vice-President*