

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
RESTRICTIONS, RESERVATIONS, AND GRANTS OF THE
OAKMONT OF CAMPTON HILLS SUBDIVISION**

MARCH 2, 1998

ARTICLE I

DECLARATION - PURPOSES

SECTION 1. GENERAL PURPOSES: The Declarant (also referred to herein as developer) is the owner of certain property located in Kane County, Illinois, and desires to create thereon a planned community development, except as herein otherwise provided.

SECTION 2. DECLARATION: Declarant desires to establish uniform building restrictions and restrictions upon the use and occupancy of real estate described in Exhibit A attached hereto and made a part hereof. On and after the date hereof, title to the aforesaid property shall be subject to the following covenants to run with the land which are restrictive covenants applicable to all of the property in Oakmont of Campton Hills, Campton Township, Kane County, Illinois.

ARTICLE II

SECTION 1. GENERAL RESTRICTIONS: The properties shall be used only as dwelling lots for single-family residences. No building or other structure shall be erected, moved on, altered or permitted to remain on any lot within said Subdivision that does not comply with the following minimum restrictions:

(A) No structure shall be erected or permitted exceeding 2 1/2 stories in height or containing a garage for more than four (4) motor vehicles.

(B) Subject to Article IV, Section 2 hereof, no building shall be constructed nearer than 35 feet to any front lot line and 25 feet from any side lot line, nor shall any building be constructed nearer than 50 feet from any rear lot line.

(C) No tents, shacks, trailers, or garages shall be occupied as living quarters on said premises at any time.

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(D) Said premises shall not be divided or resubdivided into lots, or smaller parcels of land except to conveyances between contiguous owners of not more than twenty (20%) percent of a lot.

(F) No keeping of cattle, horses, poultry, swine, or other animals, except domestic pets, shall be permitted on any lot. No more than three (3) dogs, cats or other pets over four (4) months of age may be kept (3 animals in total). No animals may be kept, bred or maintained for commercial purposes

(F) No two (2) story house shall be constructed with less than 3,300 square feet of living area. No one (1) story house shall be constructed with less than 3,000 square feet of living area. All living areas must be above grade. The area included in so called "walk out" basements and porches and garages shall not be used to satisfy the minimum square footage requirements. There shall be no split-level, multilevel, or raised ranch houses constructed on the premises. Roof materials must be approved by developer. Cedar shakes, heavy architectural shingles, slate, tile and comparable materials will be expected.

(G) Driveways and turn-around areas shall be paved with concrete, asphalt, blacktopping or other similar allweather, clean, dust-free material within one (1) year following issuance of a building permit.

(H) Jurisdictional wetlands encumbering any portion of any lot or tract of land shall be permanently protected, undisturbed and unencroached.

(I) Live, healthy trees larger than 10 inches in diameter shall not be cut down or removed without consent of Developer, other than those trees located within the designated Building Pad or Septic Area.

(J) Maintenance of any Private Roads, including those accessing lots 7, 14 & 15, shall be the responsibility of the owners of said lots. All private roads and driveways must be paved and kept in good, smooth condition, with all costs of maintenance and snow removal born by the owner of the lot or lots.

ARTICLE III

ARCHITECTURAL REVIEW PROCESS

SECTION 1. MATTERS REQUIRING APPROVAL OF DEVELOPER.

(A) The Developer reserves the right to prohibit any accessory building or fence or structure on any particular lot on a lot by lot basis.

(B) The following matters require the prior written approval from the Developer pursuant to the procedures set forth in Article III, Section 2: (1) All plans and specifications for any buildings, fences, walls, driveways, septic systems and any other structures of any kind which are to be erected, constructed, placed, or maintained upon the properties; (2) All plans and specifications for landscaping, including without limitation trees, shrubs, bushes, similar landscaping materials, and any change to the grade or slope of the ground, which is to be constructed, placed, or maintained upon the properties; (3) All plans and specifications for any exterior addition, or change or alteration in, any dwelling, dwelling accessory building, any other building, fences, walls, driveways, mail boxes and any other structures, or any additions to, or changes or alterations in, any landscaping; (4) All site plans showing the proposed location of any of the matters set forth above. The erection, construction, placement or maintenance of any of the matters requiring approval, as set forth above, shall not be commenced without the written approval of the Developer having first been obtained. The erection and construction of a dwelling shall not be commenced without the prior written approval of the Developer having first been obtained for the matters set forth in this Section 1(A) and 2.

(C) The plans and specifications submitted to the Developer with respect to the matters set forth in the preceding paragraph shall be an exact duplicate of the final plans and specifications for such matters approved by the Kane County Building Department.

SECTION 2. PROCEDURE FOR APPROVAL OF PLANS AND SPECIFICATIONS. Except as otherwise provided herein, whenever approval is required of the Developer of matters set forth in Article III, Section 1, two (2) complete sets of the house plans and specifications along with two (2) complete sets of site plans (showing location of house, driveway, well and septic, and grading) along with a check for \$400.00, shall be submitted to the Developer. Upon receipt of such plans and specifications, the Developer shall either approve or disapprove said plans and specifications within forty-five (45) days after said plans and specifications have been submitted to it. Approval of such plans and specifications shall be evidenced by a stamped or written endorsement on such plans and specifications, or by letter of approval from Developer. One (1) complete set of such plans and specifications showing the approval shall then be delivered to the owner of the lot to which the plans and specifications apply. No changes or deviations in or from the approved plans and specifications shall thereafter be made without first obtaining the written consent of the Developer, which shall be obtained pursuant to the submittal process set forth herein. The Developer shall not be responsible for any structural defects in such plans or specifications, or in any building or structure erected according to such plans or specifications.

(B) If the plans and specifications are disapproved by the Developer in any respect, then the Developer shall notify the owner submitting the plans and specifications of the reasons for such disapproval. The Developer may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld capriciously or unreasonably. The owner shall then be entitled to re-submit the plans and specifications as revised to correct the deficiencies. Upon re-submittal, the Developer shall then have an additional twenty (20) days to either approve or disapprove the revised plans and

specifications. The owner shall be entitled to re-submit revised plans and specifications pursuant to the above procedure as often as reasonably necessary until the revised plans and specifications are either approved by the Developer or are permanently withdrawn by owner. Owner shall not commence the erection, construction, placement, or maintenance of any item contained on the original or revised plans and specifications, regardless of whether or not that item was deemed by the Developer to be deficient, until such time as the plans and specifications have been approved in all respects by the Developer.

(C) The landscape plans shall be submitted for approval within thirty (30) days after the building permit is issued unless such time is extended by the Developer. Landscaping shall be completed within one (1) year following issuance of building permit.

SECTION 3. ASSIGNABILITY The functions of the Developer under this Article shall be assignable at the sole discretion of the Developer.

SECTION 4. All exteriors of homes shall be constructed of approximately sixty percent (60%) masonry, as a minimum, unless waived by the Developer for purposes of allowing homes which have the characteristics of authentic architectural styles. In reviewing the plans pursuant to this Article III, the Developer shall pay particular attention to the following matters:

- A. The silhouette and outside elevations of the home to be constructed.
- B. The type of material and color of the exterior of the home.
- C. The trim and window treatment.
- D. The type material and color of any masonry. Chimneys must be masonry.
- E. The design and material used in any porches, garages, patios, retaining walls, or landscape walls.
- F. The location of the home and any other buildings on the lot and landscaping of same.
- G. The slope of roofs, which in most cases shall be 12/12 pitch or steeper.

SECTION 5. Any change in exterior materials or colors of structures after initial approval must be submitted to the Developer or assigns for approval. This shall not be interpreted to require approval for replacement of materials or which had been previously approved.

ARTICLE IV

GENERAL RESTRICTIONS

SECTION 1. QUALITY OF STRUCTURES. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Developer or this Declaration.

SECTION 2. LOCATION OF STRUCTURES ON LOT. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. The Developer, therefore, reserves the right to establish setback lines on a lot by lot basis if deemed necessary.

SECTION 3. NUISANCES. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereof which may become an annoyance or nuisance to the neighborhood. 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. All non wooded areas of lots must be mowed on a regular basis, including unimproved lots. Developer reserves the right to contract with a commercial mowing service to maintain any lots not mowed at least twice a month. Lot owner will be billed at cost plus 25%.

SECTION 4. LOCATION OF HOUSE AND OTHER STRUCTURES. Unless prior approved in writing by Declarant, or its successor or assigns, all buildings, accessory buildings, and structures must be located on the lot within the Building Pad for that Lot as designated on the Preliminary Plan attached as Exhibit "C" hereto. The construction of tennis courts and in-ground (above ground pools are prohibited) swimming pools shall require the prior written approval of Declarant, or its successor and assign, and shall be screened from any interior street by a wall, solid fence, evergreen hedge or other visual barrier as approved by Declarant, 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 sideyard line than the prescribed minimum setback as required by appropriate zoning codes shown or said recorded plat or 50 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.

SECTION 5. LOCATION AND TYPE OF SEPTIC FIELD. Unless prior approved in writing by Declarant, or its successor or assign, a septic field on a Lot within Oakmont of Campton Hills must be located within the confines of the Septic Field Area as designated on the Preliminary Plan attached hereto as Exhibit "C". No septic system or other such facility for the disposal of sewage shall be erected, installed, or maintained on any lot in such

a manner as to create a nuisance or the possibility of contamination and shall be satisfactory to the Kane County and State of Illinois health authorities.

In order to preserve as many trees as possible, all wooded lots must use ATP type mechanical septic systems, such as Clearstream or Aqua-Robic. This covenant applies to lots 6, 7, 8, 14, 15, 16, 17, 18 and 19, at a minimum.

SECTION 6. RADIO AND TELEVISION RECEIVERS. Radio or television transmission or receiving towers, antennas, receivers, or other reception dishes are not permitted, except that small (18-30 inch) satellite dishes are allowed, but only within the interior portion of a dwelling, and only if not visible from the road or neighboring lots.

SECTION 7. GARDENS. Except as otherwise approved by Declarant, no garden of any type, whether for the production or maintenance of shrubs, landscape planting (other than decorative flower beds), or foods, are permitted, with the exception that one garden of a dimension not larger than one thousand two hundred (1,200) square feet shall be permitted on each lot. All lawns, gardens, and other landscaped planting shall be kept reasonably free of weeds and maintained in a reasonable fashion.

SECTION 8. SWIMMING AND WADING POOLS. Swimming or wading pools above ground level are expressly prohibited.

SECTION 9. TEMPORARY STRUCTURES. Any mobile or stationery trailer, mobile home, recreational van/vehicle, camper, boat, or snowmobile must be kept within an enclosed garage. No temporary building of any kind shall be allowed. Temporary structures used during construction of a structure shall be on the same lot as the structure and shall be removed upon completion of construction. This provision shall not apply to a temporary structure erected, placed, or maintained upon the properties by the Developer.

SECTION 10. FENCES. The following fences shall be the only fences which shall be permitted on the dwelling lots. A rear yard boundary fence, not more than five (5) feet in height, made out of decorative wrought iron fencing and erected within ten (10) feet of the outer boundary of the rear of a lot shall be permitted. The design and style of such wrought iron fencing shall be selected by Developer and shall be consistent (but not required) throughout the Subdivision. A fence enclosing an in-ground pool, as required by local government regulations, shall be permitted, but shall not exceed six (6) feet in height and must be made of decorative wrought iron or other material as approved by Developer. One (1) chain link fence not more than six (6) feet in height with maximum dimensions of 10 feet by 15 feet shall be permitted for confinement of domestic animals so long as said fence is completely shielded by landscape material which provides year-round screening, and so long as the said fence is not more than five (5) feet from the dwelling at its closest point and more than fifteen (15) feet from the dwelling at its farthest point if placed in the side yard, and not more than fifteen (15) feet at its closest point if placed in the rear yard. One (1) fence not exceeding eighteen (18) inches in height and placed upon the boundary of a garden shall be permitted. No other fence of any type shall be erected or

maintained upon any dwelling lot. This Section shall not apply to fences placed upon the common properties by the Developer or its agents.

SECTION 11. LOT APPEARANCE. No owner shall accumulate or allow to accumulate on his lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in receptacles. Fuel tanks are not permitted. Tarpaulins and similar covering materials are prohibited, except for coverings of in-ground swimming pools. All owners shall be responsible for mowing and proper care and maintenance of parkways and road right-of-way located between their lot lines and edges of street pavements.

SECTION 12. PARKING. Parking of commercial vehicles on premises is prohibited and on-street parking of any vehicle of any type is prohibited

SECTION 13. NATURAL DRAINAGE WAYS AND SUB-SURFACE DRAINAGE SYSTEMS. No owner shall erect, construct, maintain, permit, or allow any principal or accessory structure, fence, dam, barrier, or other improvements or obstructions of any kind which would interrupt the normal flow of water in any drainage way, ditch, swale or tile on any private or public property or any portion of any public right-of-way or within any area designated on the plat of subdivision or other recorded document as a "drainage easement". No owner shall disrupt or permit to be disrupted any portion or portions of any installed sub-surface drainage system and any such disruption will be subject to the enforcement provisions of Article VI, Section 2 hereof. The cost of maintenance of any installed sub-surface drainage system will be the responsibility of the owner whose property is contiguous to or upon which the sub-surface system is located. 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, and owner may, with the prior written approval of the Developer or association formed by homeowners under these covenants or its successors or assigns, 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 owner shall be inconsistent with applicable provisions of the Illinois Revised Statutes causing damage to other property, either inside or outside the properties. In addition, an owner shall not take any action which shall in any way obstruct, alter or otherwise interfere with drainage easements established by the Declarant for the benefit of the properties.

SECTION 14. MAILBOXES. Mailboxes shall be of the same design as initially provided by the Developer. Developer reserves the right to order and install a common style of mailbox for each lot and bill the lot owner for same. Fire numbers will be displayed only on both sides of the mailbox or post and shall not exceed four (4) inches in height. Fire numbers may also be (or displayed as an alternate) on any masonry driveway entrance monuments (if any). Such monuments must be approved by developer.

SECTION 15. COMPLETION OF CONSTRUCTION. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be substantially completed within one (1) year from the date of issuance of a building permit therefor. This one (1) year period of time may be extended by

written agreement of Declarant, or its successor or assigns.

SECTION 16. DEVIATION BY AGREEMENT WITH DECLARANT.

Declarant, or its successor or assign, hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of any owner or owners of any lot or lots in Oakmont of Campton Hills) to deviate from any or all of the Covenants set forth herein, and any such deviation shall not constitute a waiver of the particular Covenant as to the remaining property in Oakmont of Campton Hills.

SECTION 17. NON-LIABILITY FOR APPROVAL OF PLANS.

Any approval of plans, specifications, locations, grading plans, septic field plans, and landscape plans shall not constitute an approval of architectural or engineering design or compliance with zoning, health or building ordinances. By approving such plans, specifications, locations, grading plans, and landscape plans, neither the declarant, nor its successor or assign, nor any professional consultant engaged by them, assumes any liability or responsibility therefore, or for any defect in any building or structure constructed from the materials submitted. The Declarant, or its successor or assign, or any professional consultant engage by them, shall not be liable to any Owner of any lot in Oakmont of Campton Hills, or other person, for any damage, loss or prejudice suffered or claimed on account of (i) the approval or disapproval of any plans, specification, locations, grading plans, septic field plans, and landscape plans, whether or not defective; and (ii) the construction or performance of any work, whether pursuant to approval of Declarant or not; and (iii) the development, or manner of development of any property within Oakmont of Campton Hills. Approval of plans, specifications, grading plans, septic field plans, locations, and landscape plans shall not be deemed to be a representation that any of said items comply with applicable governmental ordinances or regulations, including with limiting the generality of the foregoing all zoning, health, and building ordinance.

SECTION 18. COMMON AREAS. The costs of maintaining and repairing any common areas within Oakmont of Campton Hills shall be shared by and paid for by each Owner in the same proportion that his lot, or lots, bears to the total number of lots subject to this declaration. Such costs shall be proportionally born by each lot owner beginning no earlier than the date of closing and possession of each lot. Developer reserves the right to assess an annual maintenance charge on each new lot owner, beginning on the date of closing on each lot.

SECTION 19. TREE PRESERVATION. In order to preserve as many of the oaks, hickories and other desirable species of trees, each homeowner and his or her builder will be expected to hire a tree arborist to protect those trees near the construction areas. Also, homes built on wooded lots shall use the type of septic system (such as Aqua-Robic or Clearstream) which will best minimize tree loss.

(A) Prior to construction, a qualified arborist should be contracted to review all aspects pertaining to the preservation of existing desirable trees. The arborist will conduct a pre-construction tree inventory to help the lot owner determine those trees worthy of protection,

those not worthy of protection, and those whose removal would enhance the health of the woodland.

(B) **Pre-construction pruning.** Trees within the construction zone that are to be preserved should be pruned to a minimum height of 16 feet and a maximum height of 20 feet wherever construction equipment is expected to touch tree branches. To prevent tearing of shallow tree roots, they should be cut with appropriate root pruning equipment to a minimum of 24 inches deep before construction begins.

(C) **Tree protection zone.** A highly visible barrier (e.g. snow fencing) should be constructed in such a way as to keep construction machinery, autos and personnel out of areas designated for tree preservation. Developer reserves the right to halt construction at any time if reasonable tree protection measures are not taken.

SECTION 21. ELECTRIC LIGHT POLES. Location and style of any electric light poles in front of house must be approved by Developer.

SECTION 22. PLAY EQUIPMENT. Any outdoor playground equipment that is visible from other lots or the roads must be of natural wood materials and properly screened.

ARTICLE V

HOMEOWNERS ASSOCIATION

SECTION 1. The owners of 2/3 of the lots in the Subdivision shall have the right (but not the obligation) to form a homeowners association which shall have the right to enforce the terms and conditions of these covenants. The purpose of said association shall be to cooperate with the Developer, to assist with enforcing the high standards established for property in the Subdivision under the covenants and to insure the provision of certain services and facilities of common benefit to all or a majority of lot owners and in general to maintain and promote the desired character of the Subdivision. In no event shall the homeowners association be formed until building has been completed and the homes occupied on at least seventy-five percent (75%) of the lots without written consent of Developer.

SECTION 2. The homeowners association shall have such powers as may be reasonably required to implement the purposes set forth in these covenants, including the right to levy a reasonable annual assessment formally against each lot owner, and to enforce same pursuant to Article VI, Section 2. Notwithstanding anything else to the contrary, any homeowners association formed shall not have the right of architectural review and approval, nor the right to modify these covenants, unless such powers are granted in writing by Declarant.

SECTION 3. All lot or tract owners shall be subject to the reasonable rules, regulations and assessments promulgated by the Association whether or not said owner voted in favor of the formation of the association.

SECTION 4. The homeowners association shall allow any lot owners of future units of the Subdivision to join said Homeowners Association. The said lot owners shall be treated on the same basis as those lot owners in Unit I with respect to all Association matters.

ARTICLE VI

GENERAL PROVISIONS

SECTION 1. DURATION. The covenants and restrictions set forth in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant or the homeowners or any association formed by them for a term of twenty (20) years from the date that this Declaration is recorded with the Kane County Recorder, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then owners of 2/3 of the lots within the existing properties has been recorded agreeing to change in said covenants and restrictions in whole or in part. Each lot or tract owner shall be entitled to one (1) vote. These protective restrictions shall be binding on the successors and assigns of the owners of any lot within the land described in this Declaration of Restrictions and Covenants during the term of these Restrictions and Covenants.

SECTION 2. ENFORCEMENT. Enforcement of these covenants and restrictions may be made by Declarant whether or not Declarant owns any lots or tracts at the time of signing such enforcement, any homeowners association formed or by assignee of Declarant and shall be so enforced by any proceeding at law or in equity against any person or any entity violated or attempting to violate any covenant or restriction. Such action may be to restrain or enjoin such violation, or to recover damages, or against the land to enforce any lien created by these covenants. Should the Developer or the association employ legal counsel to enforce any covenant or restriction, or to prosecute the violation or the attempt to violate any covenant or restriction, then all costs incurred by the Developer or the association by reason of such enforcement or prosecution, including reasonable attorney's fees and expenses, shall be recoverable against, and shall be paid by, the person or entity against whom such enforcement or prosecution is brought. The Developer and the association shall have a lien upon any lot owned by any person or entity against whom enforcement or prosecution is brought in order to secure payment of all such costs, fees and expenses. No delay or failure on the part of the Developer or the association, or the owners of any land subject to this Declaration, in exercising any rights, power, or remedy provided in this Declaration, including the right to enforce any covenant or restriction, shall be construed or deemed to be a waiver of the right to do so thereafter. No right of action shall accrue nor shall any action be brought or maintained by anyone against the Developer or the

association for or on account of its delay in bringing, or failing to bring, any action or enforcement proceeding on account of any breach of any covenant or restriction, or for imposing any covenant or restriction which may be unenforceable by the Developer or the association.

SECTION 3. MODIFICATION. By recorded supplemental declaration, the Developer may, in its sole discretion, modify any of the provisions of this Declaration for a period of ten (10) years from the date hereof, provided that it shall not substantially alter the scheme of this Declaration or of any succeeding supplemental declaration.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order in no way shall affect any other provisions, which shall remain in full force and effect.

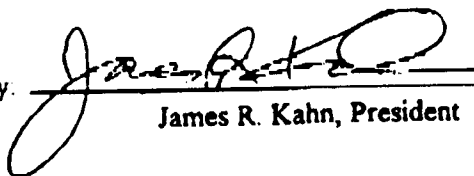
SECTION 5. OCCUPANTS. All of the obligations, liabilities, and covenants, imposed upon owners hereunder, shall also be applicable to and imposed upon all persons occupying any lot who are not owners, other than Developer.

SECTION 6. DEEDS. Each owner and purchaser under any installment sale contract accepts such conveyance subject to restrictions, covenants, obligations, and liabilities hereby created, reserved or declared, all as though same were recited at length in such deed or installment sale contract.

SECTION 7. DEVIATIONS BY AGREEMENT WITH DEVELOPER, OR ITS SUCCESSOR OR ASSIGN. Developer, or its successor or assign, hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots in adjoining or adjacent property, or any association which may be formed) to deviate from any or all of the covenants set forth in this Declaration, provided there are, in the sole discretion of Developer, 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 covenants involved or any other covenant as to the remaining property in the Subdivision.

Dated this 6th day of April, 1998

Oakmont Land, Ltd., An Illinois Corporation

By 
James R. Kahn, President

STATE OF ILLINOIS)
) SS.
COUNTY OF KANE)

I, the undersigned, a Notary Public, in and for said county, in the state aforesaid, do hereby certify that James R. Kahn, personally known to me to be President of OAKMONT LAND, LTD., AN ILLINOIS CORPORATION, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, pursuant to authority, given by him as his free and voluntary act, and as the free and voluntary act and deed of said President, for the uses and purposes therein set forth.

1998 GIVEN under my hand and notarial seal this 6 day of April

J. Michael

Notary Public



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Signata 9/2/99
RECORDED

9 APR - 7 PM 4:00

FILED FOR RECORD
KANE COUNTY, ILL.

Prepared By: Ticon Title Insurance
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