

AMENDMENT NO. 1 TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR CINNAMON CREEK HOME OWNERS ASSOCIATION

This Amendment to the Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association is made this 5th day of February, 1992 by Harris Bank Hinsdale, not personally, but as Trustee under a Trust Agreement dated January 9, 1992 and known as Trust No. L-3012 (hereinafter referred to as "Covenantor").

W I T N E S S E T H:

WHEREAS, Boulevard Bank National Association as Trustee under a Trust Agreement dated December 1, 1989 and known as Trust No. 88-64 and Michael I. and Janet E. Barbour, Merchants National Bank of Aurora, as Trustee under Trust Agreements dated August 9, 1989 and known as Trust Nos. 4225 and 4226, and Firststar Naper Bank, N.A. as Trustee under Trust Agreement dated December 18, 1989 and known as Trust No. 7-2017 made and entered into a Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association dated July 12, 1990 (hereinafter referred to as "Declaration"); and

WHEREAS, under Article I, Section 4 of the Declaration, Boulevard Bank National Association as Trustee under a Trust Agreement dated December 1, 1989 and known as Trust No. 88-64 was defined as the "Covenantor" (hereinafter referred to as "Original Covenantor"); and

WHEREAS, the Original Covenantor caused to be recorded by the DuPage County Recorder's Office on December 5, 1990 as Document No. R90-165062 the Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association dated July 12, 1990; and

WHEREAS, Boulevard Bank National Association became the Covenantor as defined in Article I, Section 4 of the Declaration pursuant to that certain Assignment and Indemnification Agreement, by and between Boulevard Bank National Association and Boulevard Bank National Association, not personally, but as Trustee under Trust Agreement dated December 2, 1989 and known as Trust No. 88-64; and

WHEREAS, Harris Bank Hinsdale, not personally, but as Trustee under a Trust Agreement dated January 9, 1992 and known as Trust No. L-3012, became the Covenantor as defined in Article I, Section 4 of the Declaration pursuant to that certain Assignment and Assumption of Development Obligations, dated February 4, 1992 by and between Boulevard Bank National Association and Harris Bank Hinsdale, not personally, but as Trustee under a Trust Agreement dated January 9, 1992 and known as Trust No. L-3012; and

WHEREAS, the Declaration pertains to the real property commonly known as Cinnamon Creek and legally described in Exhibit A of this Amendment, which exhibit is attached hereto and incorporated herein by reference, (hereinafter referred to as "Cinnamon Creek"); and

WHEREAS, the Declaration set forth certain covenants, restrictions, conditions, reservations, easements, charges, and liens for lots within the Cinnamon Creek Subdivision; and

WHEREAS, in order to fulfill the purpose of the Declaration of Covenants and Restrictions to ensure a residential community of the highest quality and character, the Covenantor has determined

that it is necessary to amend the aforesaid conditions, restrictions, reservations, easements, charges, and liens contained in the Declaration; and

WHEREAS, said amendment will benefit the property owners in Cinnamon Creek, fulfill the purpose of the Home Owners Association, and further the objectives of the Covenantor; and

WHEREAS, Article IX, Section 2 of the Declaration states that until the election of the initial Board of Directors, the Covenantor shall have the right to amend the Declaration without notice to and a meeting of the owners of lots within the Cinnamon Creek Subdivision; and

WHEREAS, the initial Board of Directors has not been elected;

NOW, THEREFORE, Harris Bank Hinsdale, not personally, but as Trustee under a Trust Agreement dated January 9, 1992 and known as Trust No. L-3012, declares that the Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association dated July 12, 1990 and recorded by the Recorder of Deeds of DuPage County, Illinois, on December 5, 1990 as Document No. R90-165062 shall be amended as hereinafter set forth.

Section 1. The provisions of Article IV, Section 4, of the Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association shall be revised by deleting paragraphs 4d, e, and f in their entirety and inserting the following provisions in lieu thereof:

- d. to maintain, repair and replace the following in Cinnamon Creek:

- i. all entrance monuments and gates and accompanying landscaping, vegetation, grass and fencing, if any;
 - ii. all private roadways within the Development Tract;
 - iii. storm water management systems of Cinnamon Creek;
 - iv. any median strips or cul-de-sac islands within the private roadways;
 - v. any property owned or leased by the Home Owners Association;
- e. to provide for the snow plowing of all private roadways within the Development Tract.

Section 2. The provisions of Article IV, Section 6, of the Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association shall be revised by deleting said Section in its entirety and inserting the following provisions in lieu thereof:

Section 6. Responsibility for Maintenance, Repair, and Replacement. The Home Owners Association shall be responsible for the maintenance, repair, and replacement of the following in Cinnamon Creek:

- a. all entrance monuments and gates and accompanying landscaping, vegetation, grass, and fencing, if any;
- b. all private roadways within the Development Tract;
- c. storm water management systems of Cinnamon Creek;
- d. any median strips or cul-de-sac islands within the private roadways;
- e. any property owned or leased by the Home Owners Association;

The Home Owners Association shall provide for the snow plowing of all private roadways within the Development Tract.

Section 3. The provisions of Article V, Sections 2, 4, 6, 7, and 8 of the Declaration of Covenants and Restrictions for Cinnamon

Creek Home Owners Association shall be revised by deleting said Sections in their entirety and inserting the following provisions in lieu thereof:

Section 2. Purpose of Assessments. The assessments levied by the Home Owners Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Development Tract. For Lots 1 through 68 (inclusive) of Cobblebrook Crossing, the assessments shall be used for the snow-plowing maintenance, repair, and replacement of the private roadways, median strips, and/or cul-de-sac islands within the Development Tract and the insurance coverage thereon. For Lots 1 through 68 (inclusive) of Cobblebrook Crossing, and Lots 82 and 83 of Cobblebrook Crossing, the assessments shall be used for all other purposes of the Home Owners Association as set forth in Article IV, Section 4 of this Declaration, including, but not limited to, those items specified in Section 4di, iii, and v, and Section 4e and the payment of taxes and for any purpose of the Home Owners Association as specified in this Declaration or the Articles of Incorporation. All funds collected (except for such special assessment as may be levied against less than all of the members and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use, and account of each of the members in the ratio that the number of lots owned by him bears to the total number of lots in each Assessment Class (as hereinafter defined) in the Development Tract as the same is constituted from time to time.

The Board of Directors of the Home Owners Association shall maintain separate accounts for each Assessment Class (as hereinafter defined). The assessments levied against each Assessment Class shall not be co-mingled and the funds received from each Assessment Class shall only be used for the purposes as set forth in this Section.

Section 4. Procedure. There shall be established two classes of assessments. Class A assessments shall be levied against Lots 1 through 68 (inclusive) of Cobblebrook Crossing. Class B assessments shall be levied against Lots 1 through 68 (inclusive) of Cobblebrook Crossing and Lots 82 and 83 of Cobblebrook Crossing. The assessments levied against the lots in each Assessment Class shall only be for those purposes as specified in Section 2 herein. The Board of Directors of the Home Owners Association shall determine the amount of the assessment against each lot in each Assessment Class for each assessment year. The assessment shall be allocated pro rata against all lots in each Assessment Class in Cinnamon Creek. The Board of Directors shall notify in writing each member of the Home Owners Association of the amount of the assessment levied against the member's lot no later than November 30 of each year. On or before January 1 of the ensuing calendar

year, or otherwise as provided by the Board of Directors, each owner in Assessment Class B, jointly and severally, shall be personally liable for and obligated to pay to the Home Owners Association the annual assessment. On or before January 1 of the ensuing calendar year, and on the first day of each and every month of said year, or otherwise as provided by the Board of Directors, each owner in Assessment Class A, jointly and severally, shall be personally liable for and obligated to pay to the Home Owners Association one-twelfth of the annual assessment.

On or before April 1 of each calendar year, the Board shall supply all members an itemized accounting of the expenses for the preceding calendar year actually incurred and paid, together with tabulation of the amount collected pursuant to the estimate provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount of required expenses and reserves shall be credited according to each owner's share of the total assessment to the next assessment due from each owner. Any net shortage shall be assessed according to each owner's share of the total assessments and shall be due and payable within thirty days after notification. The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Home Owners Association and shall be open to inspection by any owner.

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

Section 6. Special Assessment for Maintenance Expenses. In addition to the regular assessments authorized by Section 3 hereof, the Home Owners Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes or repair or replacement of any of the items specified in Section 4 of Article IV herein, provided that any such assessments shall be approved by a majority of the Board of Directors, at a meeting duly called for this purpose with appropriate notice and information provided to the membership prior to said meeting.

The special assessment shall be allocated pro rata against all lots in each Assessment Class in Cinnamon Creek unless the Board of Directors decides that less than all the owners are responsible for the existence of said special assessment, in which case the responsible owners shall be liable for the amount necessary to discharge the same, and for all costs and expenses including

attorney's fees and court costs incurred by reason of perfecting the lien.

Section 7. Special Assessment for Capital Improvements. In addition to the regular assessments authorized by Section 3 hereof, the Home Owners Association, through the Board of Directors, may levy in any assessment year a special assessment, applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction of any of the items specified in Section 4, of Article IV herein for Cinnamon Creek. Any such special assessment which pertains only to Assessment Class B shall be approved by a majority of the total votes of the Home Owners Association present in person or by written proxy at a membership meeting called for this purpose. Any such special assessment which pertains only to Assessment Class A shall be approved by a majority of the total votes in Assessment Class A present in person or by written proxy at a membership meeting called for this purpose.

The presence in person or by written proxy at said meeting by the voting members of that Assessment Class of the Home Owners Association having fifty percent of the total votes shall constitute a quorum. However, said assessment must be approved by not less than thirty three percent of the total number of the voting members in that Assessment Class of the Home Owners Association.

This provision may not be amended unless thirty three percent of the total number of votes of the Home Owners Association present either in person or by written proxy approves such amendment at a meeting called for this purpose all in accordance with Article XII of this Declaration.

The special assessment shall be allocated pro rata against all lots in each Assessment Class in Cinnamon Creek.

Section 8. Reserve and Contingency Fund. The Board shall build up and maintain a trust fund for the use and benefit of the members, a reasonable reserve for contingencies and replacements. Upon the conveyance by the Covenantor of title to a lot in Assessment Class A, the grantee thereof shall pay to the Home Owners Association the sum of three months of the monthly assessment which shall be deposited in the reserve and contingency fund. Upon conveyance by the Covenantor of title to a lot in Assessment Class B, the grantee thereof shall pay to the Home Owners Association the sum of \$100.00 which shall be deposited in the reserve and contingency fund. Said initial payments are not in lieu of any annual assessment.

Section 4. Provisions of Article VI, Section 1, of the Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association shall be revised by deleting the second paragraph of said Section in its entirety.

Section 5. The provisions of Article VIII of the Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association shall be revised by deleting Sections 1, 2, 3, 4, 11, and 12 in their entirety.

Section 6. The provisions of Article VIII, Section 17, of the Declaration of the Cinnamon Creek Home Owners Association shall be revised by deleting said Section in its entirety and inserting the following provisions in lieu thereof:

Section 17. Cross Easements. Cross Easements are deemed to be granted to all Home Owners of Lots 1 through 68 (inclusive) of Cobblebrook Crossing for the sole purpose of vehicle turn-around over the first twenty feet of any hard surface driveway on said Lots 1 through 68 (inclusive) in Cobblebrook Crossing. This easement shall be exclusive and limited to this specific purpose, and cannot be used for parking, storage, or any other purpose.

Section 7. All other provisions of the above-referenced Articles shall remain in full force and effect as to the property specified in Exhibit A.

IN WITNESS WHEREOF, Harris Bank Hinsdale, not personally, but as Trustee under a Trust Agreement dated January 9, 1992 and known as Trust No. L-3012 has caused this Amendment No. 1 to the Declaration of Covenants and Restrictions for Cinnamon Creek Home Owners Association to be executed by its legally authorized

EXHIBIT A

Cinnamon Creek

LOTS 1 THROUGH 83 (INCLUSIVE) IN COBBLEBROOK CROSSING, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 20, 1988 AS DOCUMENT NUMBER R88-119627, IN DU PAGE COUNTY, ILLINOIS.

Permanent Index Numbers: 08-28-417-001 through 081
08-28-418-001
08-28-419-001

Property Location: East of Ranchview Drive between 75th Street and 77th Street, Naperville

Prepared By and Return To:

Mr. Peter J. Brennan
Town & Country Homes
1603 16th Street
Oak Brook, Illinois 60521
(708) 617-5577

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