

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

CINNAMON CREEK HOME OWNERS ASSOCIATION

This Declaration is made this 12th day of July, 1990 by Boulevard Bank National Association as Trustee under a Trust Agreement dated December 1, 1989 and known as Trust No. 88-64 (hereinafter referred to as "Covenantor") and by 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 (hereinafter referred to as "Subsequent Owners").

W I T N E S S E T H:

Whereas, the Covenantor is the owner of the real property commonly known as Cinnamon Creek and legally described in Exhibit A of this Declaration which exhibit is attached hereto and incorporated herein by reference (hereinafter referred to as "Development Tract"), and

WHEREAS, subsequent to the recording of the Final Planned Unit Development and Subdivision Plat for Cobblebrook Crossing, the Covenantor conveyed certain lots in Cinnamon Creek to the Subsequent Owners; and

WHEREAS, the Covenantor and the Subsequent Owners are the owners of the lots in Cinnamon Creek as delineated in Exhibit B of this Declaration; and

WHEREAS, the Covenantor desires to develop Cinnamon Creek as an high quality residential community.

WHEREAS, the Covenantor desires to promote the orderly development of the Development Tract and to provide for the maintenance of common areas by subjecting the property owned by it and described herein to the covenants, restrictions, conditions, reservations, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

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

WHEREAS, the Covenantor desires to subject said property to the covenants, restrictions, conditions, reservations, easements, charges, and liens set forth in this Declaration; and

WHEREAS, the Subsequent Owners are agreeable to and concur in the imposition of the covenants, restrictions, easements, charges, and liens set forth in this Declaration;

NOW, THEREFORE, Boulevard Bank National Association as Trustee under a Trust Agreement dated December 1, 1989 and known as Trust No. 88-64, 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, declare that the real property described in Exhibit A is and shall be held, sold, conveyed, transferred, mortgaged, and encumbered subject to the terms, provisions, covenants, restrictions, conditions, reservations, easements, charges, and liens hereinafter set forth, all of which are declared to be for the purpose of enhancing and protecting the value, desirability,, attractiveness, and harmonious and proper use of and administration of the Development Tract. These easements, covenants, restrictions, provisions, conditions, reservations, charges, and liens shall run with the property and shall be binding upon all the parties having or acquiring any right, title, or interest in the property described in Exhibit A, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Cinnamon Creek Home Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Cinnamon Creek Home Owners Association.

Section 3. "Common Area" shall mean all the real property and improvements thereon, if any, owned by the Association for the common use, enjoyment, and convenience of the members of the Association.

Section 4. "Covenantor" shall mean and refer to Boulevard Bank National Association as Trustee under Trust Agreement dated December 2, 1989 and known as Trust No. 88-64, its successors or assigns (other than the purchaser of a lot).

Section 5. "Covenants and Restrictions" shall mean and refer to the covenants, restrictions, conditions, reservations, easements, charges, and liens specified in this Declaration.

Section 6. "Development Tract" shall mean the property herein referred to and legally described in Exhibit A which by this Declaration is submitted to the covenants, restrictions, conditions, reservations, easements, charges, and liens herein described.

Section 7. "Home Owners Association" shall mean and refer to the Cinnamon Creek Home Owners Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 8. "Member" shall mean and refer to a person or entity which holds membership in the Home Owners Association.

Section 9. "Occupant" shall mean a person or persons, other than a owner, in lawful possession of one or more residences.

Section 10. "Owner" shall mean the person or persons entity whose estates or interests, individually or collectively, aggregate fee simple ownership of a residence, and their successors and assigns. For the purpose of this Declaration unless otherwise specifically provided herein, the word "Owner" shall include any trust and beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a lot and the Covenantor as to all unsold lots which are or will be constructed on the Development Tract.

Section 11. "Person" shall mean a natural individual, corporation, partnership, or other entity capable of holding title to an or any lesser interest in real property.

Section 12. "Record" or "place of record" shall mean to record a document in the office of the Recorder of Deeds of DuPage County, Illinois.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, is and shall be held, sold, conveyed, transferred, occupied, mortgaged, and encumbered subject to this Declaration.

Section 2. Burden Upon the Property. The Covenantor declares that this Declaration and the covenants, restrictions, conditions, reservations, easements, charges, and liens established herein

shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit of and shall be binding upon each and every owner and his or her respective mortgagees, heirs, administrators, executors, legal representatives, successors and assigns, purchasers, and lessees. By the recording or acceptance of the conveyance of property or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Declaration.

ARTICLE III

GENERAL PURPOSE

The purpose of this Declaration is to provide for high standards of maintenance in the Development Tract so as to ensure a residential community of the highest quality and character for the benefit and convenience of all owners of the property and all residents of Cinnamon Creek.

ARTICLE IV

HOME OWNERS ASSOCIATION

Section 1. Creation. Prior to the date of the first conveyance of a lot in Cinnamon Creek or within one year of the recording of this Declaration, the Covenantor shall cause to be incorporated under the laws of the State of Illinois a not-for-profit corporation to be named the Cinnamon Creek Home Owners Association.

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

Such membership may not be sold or transferred other than in conjunction with the sale or transfer of the title interest in the lot to which it is appurtenant.

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

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

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

No member shall have any right or power to disclaim, terminate, or withdraw from his membership in the Home Owners Association or from any of his obligations as such member by abandonment of his residence or for any other reason.

Ownership of a lot in the Developmental Tract shall be the sole qualification for membership and there shall be one membership for each lot.

Section 3. Voting Rights. The Home Owners Association shall have two classes of voting members:

a. Class A: Class A members shall be all record owners of lots in Cinnamon Creek (exclusive of any lot deemed to be Common Area) and all beneficiaries of land trusts holding title to lots in Cinnamon Creek (exclusive of any lot deemed to be Common Area) with the exception of the Covenantor.

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

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

The Class B member shall be entitled to Four votes for each lot owned. No more than four votes shall be cast with respect to any such lot.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs first: a) upon conveyance of the title of a lot in Cinnamon Creek or b) whenever the Class B member elects to do so.

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

Section 4. Powers, Duties and Responsibility. The Home Owners Association is created to carry out the purpose of this Declaration of Covenants and Restrictions. In order to carry out that purpose, the Home Owners Association shall be the governing body for all of the owners and beneficiaries of title-holding land trusts of lots in Cinnamon Creek. It shall exercise the following powers and shall assume the following duties and responsibilities:

- a. to provide for highest standards of maintenance of the Development Tract and to make and promote the desired quality and character of Cinnamon Creek;
- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of the Home Owners Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any of the purposes of the Home Owners Association;
- d. to maintain, repair, and replace the following in Cinnamon Creek:
 - i. all entrance monuments and gates and accompanying landscaping, vegetation, grass, and fencing;
 - ii. the gatehouse;
 - iii. all roadways within the Development Tract;
 - iv. storm water management systems of Cinnamon Creek;
 - v. any median strips or cul-de-sacs islands;
 - vi. any property owned or leased by the Home Owners Association;
- e. to provide for the snowplowing of all roadways within the Development Tract;
- f. to employ security guards who will monitor all persons entering and leaving the Development Tract;
- g. to maintain proper insurance on all property owned by the Association including buildings, monuments, and

private streets and drives within the Cinnamon Creek Subdivision.

- h. to provide for a general fund to enable the Home Owners Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment;
- i. to enforce any lien for non-payment of any assessment;
- j. to take any action necessary to effectuate the purpose of this Declaration.

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

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

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

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

There shall be an annual election to fill the offices of the directors whose terms are expiring. Said election shall occur at

the annual membership meeting to be held on the first Monday of April of each year or at such other reasonable time or date not more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten days prior to the date fixed for said new meeting. Cumulative voting shall have the number of votes as specified in Article IV, Section 3. herein.

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

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

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

A majority of the Board of Directors shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board of Directors. If a quorum is not present, a less number may adjourn the meeting to another date.

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

The members of the Board (including the initial Board of three directors and the subsequent Boards of five directors), and the officers of the Home Owners Association are to be held harmless and fully exonerated for any mistake of judgement or acts or omissions made in good faith while acting in their capacity as directors or officers. The Home Owners Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others rising out of contracts made by

them, unless such contracts shall have been made in bad faith or with knowledge that same was contrary to the provisions of this declaration. The liability of any owner shall be limited to an amount determined by dividing the total liability by the total number of owners subject to the terms of this Declaration. All contracts and agreements entered into by the Board or officers shall be deemed executed by said parties as the case may be as agent for the owners or the Home Owners Association.

In the event of any disagreement between any member of the Home Owners Association relating to the maintenance, repair, or replacement of the items specified in Article IV, Section 4 herein, the use or operation of the Common Areas, or any questions or interpretation or application of the provisions of this Declaration or the By-Laws of the Home Owners Association, the determination thereof by the Board shall be final and binding on each and all such members of the Home Owners Association.

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;
- b. the gatehouse;
- c. all roadways within the Development Tract;
- d. storm water management systems of Cinnamon Creek;
- e. any median strips or cul-de-sac islands;
- f. any property owned or leased by the Home Owners Association;

The Home Owners Association shall provide for the snowplowing of all private roadways and driveways within the Development Tract.

Section 7. Meetings. The initial meeting of the voting members of the Home Owners Association shall be held as specified in Article IV, Section 5 herein. The Covenantor or the initial Board of Directors shall notify the members of said initial meeting at least ten days prior to the date of the meeting. Thereafter, there shall be an annual meeting of the voting members on the first Monday in April or at such other reasonable time or date no more than thirty days before or after said date as may be designated by written notice of the Board of Directors delivered to the membership no less than ten days prior to the date fixed for said new meeting. The purpose of the initial membership meeting and all subsequent annual meetings shall be to elect directors and to

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

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

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

This provision may not be amended unless fifty 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.

Section 9. Rules and Regulations. The Board of Directors shall have the authority from time to time to adopt rules and regulations governing the administration and operation of the Development Tract, subject to the terms of this Declaration.

Section 10. Mechanic's Liens. The Home Owners Association through the Board of Directors may cause to be discharged any mechanic's lien or other encumbrances which in the opinion of the Board may constitute a lien against the Common Areas. Where less than all of the owners are responsible for the existence of said lien, the owners responsible shall be jointly and severally 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 the lien.

Section 11. Management. The Board of Directors may retain a professional management company, professional manager, or full time employee to manage the Common Areas and supervise the maintenance and operation thereof. The Home Owners Association may itself subsequently elect to assume management responsibility for the Common Areas and terminate any professional management.

The Board shall enter into management contracts only if such contracts shall (i) permit the termination thereof for cause by the Home Owners Association upon sixty days' prior written notice and (ii) be for a period of not more than two years. Such contracts may permit renewals thereof for periods not to exceed one year at a time by mutual consent.

ARTICLE V

MAINTENANCE ASSESSMENTS FOR CINNAMON CREEK

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Covenantor, for each lot owned by it in Cinnamon Creek, hereby covenants that each owner of a lot in Cinnamon Creek by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay Home Owners Association regular assessments of charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established, and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Home Owners Association shall be used for the purpose of promoting the health, safety, and welfare of the residents in the Development Tract, and in particular for the improvement and maintenance (including but not limited to the payment of taxes) of the Common Areas 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 the Development Tract as the same is constituted from time to time.

Section 3. Regular Assessments. The Home Owners Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Home Owners Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein.

Section 4. Procedure. The Board of Directors of the Home Owners Association shall determine the amount of the assessment against each lot for each assessment year. The assessment shall be allocated pro rata against all lots in 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, and on the first day of each and every month of said year, or otherwise as provided by the Board of Directors, each owner, 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 maintenance 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 installments due from each owner under the current year's estimate until exhausted. Any net shortage shall be added according to each owner's share of the total assessments to the installments in the succeeding six months after rendering of the accounting. 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 5. Change in Basis of Regular Assessments. The Board of Directors of the Home Owners Association may change the amount of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by a majority of the Board of Directors at a meeting duly called for this purpose

with appropriate notice and information provided to the membership prior to said meeting.

Section 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 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, Article IV herein for Cinnamon Creek provided that any such assessment 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.

The presence in person or by written proxy at said meeting by the voting members 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 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 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, 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 payment is not in lieu of any annual assessment.

Section 9. Effect of Non-Payment of an Assessment. If any regular or special assessment is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorneys' fees, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the hands of the then owner, his grantees, heirs, administrators, executors, legal representatives, assigns and successors, and limitation thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass as a personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners provided that it shall be subordinate to an assignment of rent held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty days after the delinquency date, a late fee of \$150.00 shall be assessed for each unpaid assessment as it comes due and the late fee and the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum permitted by the usury laws of State of Illinois and the Home Owners Association may bring an action at law against the property and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with all costs of the action. The venue for all legal action shall be in DuPage County. The persons in possession shall be authorized to accept the summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Home Owners Association, the

trustee shall furnish the Home Owners Association with a certified copy of the trust agreement so that the Home Owners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessment.

Section 10. Continuing Obligation. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the owners shall not constitute a waiver or release in any manner of such owner's obligation to pay the assessments herein described including the maintenance costs and necessary reserves for the Home Owners Association as herein provided whenever the same shall be determined, and in the absence of the annual estimate or adjusted estimate each owner shall continue to pay the assessment at then existing rate established for the previous period until such new or annual adjusted estimate shall have been mailed or delivered.

Section 11. Accounting. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures. Such records and the vouchers authorizing the payment therefor shall be available for inspection by owner or any representative of any owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the owner. Upon ten days' notice to the Board and payment of a reasonable fee, any owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or any other charges due and owing from such owner.

Section 12. Non-Escape from Obligation. No owner may waive or otherwise escape liability for the assessments provided for herein by the non-use of the Common Areas, abandonment of his residence, or for any other reason. In addition, the Home Owners Association may deny to the owner the provision of any services specified in Article IV, Section 4 herein or the purposes of ingress and egress until the delinquent assessment is paid together with all interest, costs, and other sums set forth above which the Association is entitled to receive.

Section 13. Subordination of the Lien to the Mortgage. The lien of the assessments provided for herein may for any reason be subordinated by the Home Owners Association by written document executed by its duly authorized officers and shall without any writing be subordinated to the lien of any mortgage placed upon the properties subject lot provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such property pursuant to the decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any such assessments thereafter becoming due, nor from the lien or any such subsequent

assessment. The owners agree upon accepting title that the lien of the assessments shall be prior to the homestead right of the owners since it runs with the land and is in existence before commencement or ownership interests.

ARTICLE VI

MAINTENANCE AND REPAIR

Section 1. Responsibility of Owners. Each owner of a lot in the Development Tract shall provide at his own expense, all of the maintenance, decorating, repairs, and replacement of his or her residence and keep same in good condition.

Within sixty days of occupancy of a dwelling unit, the owner shall landscape the lot with sod and shrubbery, weather permitting.

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

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

ARTICLE VII

COMMON AREAS

Section 1. Members' Easement of Enjoyment. Every member, as specified and limited in Article IV, Section 2 hereof, who is the owner of a lot in Cinnamon Creek shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every assessed lot. The Home Owners Association shall have the right to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors.

Section 2. Ownership. The Home Owners Association shall own the Common Areas and the improvements thereon, if any. The Home Owners Association shall be responsible for the maintenance, repair, and replacement of the Common Areas as specified in this Declaration.

At anytime after the recording of this Declaration, the Covenantor may, but in any event, no later than six months after the completion and occupancy of the last residence in the entire Development Tract, the Covenantor shall convey the Common Areas to the Home Owners Association.

Section 3. Improvements. Until the Covenantor has completed its development and sale of Cinnamon Creek, the Covenantor shall have the right to improve the Common Areas as the Covenantor, in its discretion, deems appropriate; provided, however, that all costs and expenses thereof shall be borne by the Covenantor, except for maintenance assessments to be borne by owners in accordance with the provisions herein.

ARTICLE VIII

ARCHITECTURAL STANDARDS AND USE RESTRICTIONS

FOR DWELLING UNITS

Section 1. Minimum Square Footage of Dwelling Units. All dwelling units constructed on the real property described in Exhibit A shall provide at a minimum the following area of finished living quarters:

i. one-story dwelling units: 1800 square feet

ii. two-story dwelling units: 2100 square feet

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

Section 2. Construction Standards for Dwelling Units.

a. All dwelling units in Cinnamon Creek shall be constructed using brick, stucco board and/or cedar as the exterior wall materials. No aluminum siding shall be permitted.

b. All exposed roofing materials shall be 25 year asphalt or cedar.

c. All dwelling units in Cinnamon Creek shall provide at a minimum a two-car attached garage.

Section 3. 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 building, fence, wall or other structure shall be commenced, erected, or maintained, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the

nature, kind, shape, height and materials, color scheme, location on lot and approximate cost of such building or other structure, and the grading plan and landscape plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee unless specifically waived in writing by said Committee.

The Architectural Review Committee shall have the right to refuse to approve any such construction plans or specification, grading plans, or landscape plan, which are not suitable or desirable, in its opinion for aesthetic or other reasons; and in so passing on such construction plans and specifications, grading plan or landscape plan, the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed building or the structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties.

All plans, specifications and other material shall be filed in the office of Cinnamon Creek Developers, for approval or disapproval. A report in writing setting forth the decision of the Committee and the reason therefore shall thereafter be transmitted to the applicant by the Committee within thirty days after the date of filing the plans, specifications and other material by the applicant. In the event (a) the Committee fails to approve or disapprove within thirty days after submission the final plans, specification and other material as required in this Declaration; or (b) no suit to enjoin construction has been filed within thirty days after commencement of such construction, approval shall not be required, and the related requirements of this Declaration shall be deemed to be complied with.

The Architectural Review Committee shall consist of two or more persons appointed or approved by Cinnamon Creek Developers their successors or assigns. The plans, specifications and other materials must be approved in writing by three members of the Architectural Review Committee.

Section 4. Timely Completion. Within twelve months of the start of construction of a dwelling unit in Cinnamon Creek the following items must occur (except as modified by Article VI, Section 1 herein):

- a. The structure located thereon must be completed in exterior details;
- b. The lot must be improved with a hard surface driveway;
and

- c. The lot must be completely landscaped with a permanent, (sodded) ground cover where no structure exist, unless otherwise approved in writing by the Architectural Review Committee.

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

Section 5. Recreational Vehicles. Camping trailers, boats, tractors, trucks, motorcycles, mobile homes, or other vehicles of any type whatsoever shall be not stored, permanently or temporarily, on any lot in Cinnamon Creek, except in a closed garage or other enclosed structure. Notwithstanding the foregoing, the operable automobiles being used by the owners, occupants, and their invitee of any of the lots in Cinnamon Creek must be parked in the owners garage or on driveway.

Section 6. Signs. No sign of any kind shall be erected in Cinnamon Creek, except "For Sale" signs shall be permitted in accordance with the ordinances of the appropriate governmental authority.

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

All household pets shall not be allowed outside the dwelling unit unless the pet is on a leash. No pet, even if on a leash, may be allowed outside the dwelling unit between the hours of 10:00 p.m. and 6:00 a.m. Animals shall not be allowed to run loosed. Owners of house hold pets shall clean up after their pet and shall be responsible to repair and to pay for any damage caused by the animal. Owners in Cinnamon Creek shall be likewise responsible for and be subject to these provisions for the household pets of their guests or renters.

Section 8. Condition of Property. No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any lot and no refuse pile or unsightly object shall be allowed to be placed or maintained on any of the lots. Trash, garbage, or other waste shall not be kept except in sanitary containers which must be properly maintained. No trash, garbage, or other waste shall be stored, kept, or maintained any where except within the

dwellings units or the garages on each of the lots, except on such days as such trash, garbage, or other waste material is to be collected and removed.

Section 9. Antennae and Satellite Dishes. No exterior television antennae, radio antennae, or satellite dishes or any type whatsoever shall be erected, installed, or maintained, temporarily or permanently, on any lot in Cinnamon Creek.

Section 10. Accessory Buildings. No accessory buildings or structures shall be constructed, installed, or maintained on any lot in Cinnamon Creek, without the written approval of the Architectural Review Committee.

Section 11. Pools. No above-ground pools of any type whatsoever shall be erected, installed, or maintained upon any lot in Cinnamon Creek.

Section 12. Fences. No fences shall be permitted within Cinnamon Creek.

The provisions of this section 12 shall not apply to any fence constructed by the Covenantor. There will not be any restrictions regarding said fences.

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

Section 14. Home Occupations. All lots in Cinnamon Creek may be used only for residential purposes. An owner may conduct his or her occupation in the residence provided that the following conditions are met:

- i. no commercial activities shall be permitted;
- ii. only office use shall be allowed;
- iii. only the owner of the residence and any resident thereof shall be permitted to conduct the home occupation;
- iv. no clients shall be permitted to come to the residence;
- v. no signs shall be permitted;
- vi. all ordinances and regulations of the appropriate governmental authority shall be complied with.

*modify
delete
copy?*

Section 15. Quiet Enjoyment. No unlawful, noxious, immoral, or offensive activity shall be carried on or in any lot nor shall anything be done therein either wilfully or negligently, which may become an annoyance or nuisance to any resident of Cinnamon Creek.

No owner or occupant shall operate any machines, appliances, accessories, or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

Section 16. Application of Government Regulations. All structures to be erected shall comply with all government regulations, including zoning and building codes.

Section 17. Cross Easements. Cross Easements are deemed to be granted to all Home Owners for the sole purpose of vehicle turn-around over the first 20 ft. of any hard-surface driveway in Cinnamon Creek. This easement shall be exclusive and limited to this specific purpose, and cannot be used for parking, storage, or any other purpose.

ARTICLE IX

COVENANTOR'S RESERVED RIGHTS

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

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

The Covenantor shall have the right to amend this Declaration without complying with Article XII of the Declaration. This right shall cease upon the election of the initial Board of Five Directors.

ARTICLE X

EASEMENTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation, and inspection of sewer, water, gas, drainage, electric,

telephone, or other public utility services shall be granted as shown on the final plat of Cinnamon Creek. Further, any additional easements for such purposes may be granted by the Covenantor and/or the Board of Directors at any time for the purpose of obtaining such utility services.

The Covenantor, its successors and assigns, shall at all times have the right of ingress and egress over said easements for the purpose of installing, constructing, reconstructing, maintaining, repairing operating, and inspecting any sewer, gas, water and/or drainage facilities within said easements.

The provisions of this Declaration concerning rights, violations, enforcement, and severability are hereby made a part of the foregoing provisions relating to perpetual sewer, water, gas, drainage, and other easements, and notwithstanding any amendments to any other provisions of this Declaration, the aforesaid easement rights contained herein shall be perpetual and run with and bind the land forever.

Section 2. Easement Rights. The Covenantor, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted, including the right to clear said easement areas of timber, trees, or shrubs, or any building, fence, structure, or paving erected on or installed within the easement areas, and no charge, claim, or demand may be made against such parties for any such activities in the exercise of such rights.

Section 3. Easements Running With the Land. All easements herein described are easements appurtenant, running with the land; they shall at all times insure to the benefit of and be binding on the undersigned, all its grantees and their respective heirs, legal representatives, successors, and assigns, perpetually in full force and effect.

Reference in the respective deeds of conveyance, or in any mortgage or trust deeds or other evidence of obligation, to the easements and covenants described in this Article, or described in any other part of this Declaration or other documents relating thereto, shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

ARTICLE XI

RIGHTS OF FIRST MORTGAGE HOLDERS

Anything in this Declaration to the contrary notwithstanding,

the following shall be applicable with respect to any institutional holder of a first mortgage lien of record on any lot which is subject to the terms hereof.

Section 1. Notice. The Home Owners Association shall, if so requested by any first mortgages of record of a lot, give written notification as follows:

- a. notice of any default of the owner of any lot which is the subject of such mortgage if such default is not cured within thirty days after its occurrence;
- b. five days prior written notice of any annual or special meeting of the Home Owners Association. The mortgagee may designate a representative to attend any such meeting;
- c. notice of any proposed amendment to the Declaration or By-Laws which will substantially alter the administration of the Development Tract, the assessments or collection thereof, or any other matter affecting the Development Tract as governed by the terms of this Declaration. Such notice shall be given at least ten days prior to the submission of same for approval by the members of the Home Owners Association;
- d. the request by a mortgage for any or all of the above notices may be submitted to the Home Owners Association via the Board of Directors and in such event, the giving of such notices shall continue until such time as the mortgagee shall request the same to be terminated, or until the interest of the mortgagee in the property is terminated, whichever shall be first in time.

Section 2. Claims for Assessments. Any first mortgagee of record who takes title to a lot or comes into possession of a lot pursuant to remedies provided in such mortgage (including foreclosure, or a deed or assignment in lieu thereof) shall take possession free of any claims for unpaid assessments or charges which may have accrued prior to the date of such possession; provided, however, that such mortgagee shall be liable for a pro rata share of such assessments and charges if the Board shall elect to reallocate same among all the lots.

Section 3. Books and Records. Any first mortgagee of record of a lot shall have the right, upon twenty-four hours notice, to examine any and all books and records of the Home Owners Association at any time during normal business hours, and shall be entitled to receive, at its request, a copy of any and all annual financial statements within ten days from the date of such request or the date of preparation of such statement, as the case may be.

ARTICLE XII

AMENDMENTS

Section 1. Amendment. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the Secretary of the Board of Directors. Said change, modification, or rescission shall be approved by a majority of the number of votes of the Home Owners Association 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 of the voting members of the Home Owners Association having twenty five of the total votes shall constitute a quorum. However, said change, modification, or rescission must be approved by not less than thirty three percent of the total number of votes of the Home Owners Association.

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

Section 3. Rights of Covenantor. No amendment which shall adversely affect the rights of the Covenantor (including, but not limited to, the right to maintain sales facilities, signs, and access for construction set forth in this Declaration) shall be effective without the Covenantor's express written consent thereto.

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duration. The covenants, restrictions, conditions, reservations, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the owners of lots and beneficiaries or trusts holding title to lots in Cinnamon Creek full enjoyment and benefit of their property. They shall insure to the benefit of and be enforceable by the Home Owners Association, or the owner of any lot subject to this Declaration, their respective grantees, heirs, administrators, executors, legal representatives, successors and assigns, for a term of thirty years from the date this Declaration is recorded, after which time these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of sixty-six percent of the lots in Cinnamon Creek has been recorded agreeing to change said covenants, restrictions, conditions, reservations, easements, charges, and liens in whole or in part. No such agreement to change shall be

effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every owner at least ninety days in advance of any action taken.

Section 2. Notices. Any notice required to be given to any owner under the provisions of this Declaration shall be deemed to have been properly given if said notice was either a) sent by mail with postage prepaid to the last known address of the person or entity who appears as the owner on the records of the Home Owners Association at the time of such mailing or b) personally delivered to the last known address of the person or entity who appears as the owner on the records of the Home Owners Association at the time of such delivery.

Section 3. Model Homes. It shall not be deemed to be a violation of these covenants and restrictions for the Covenantor to permit the erection or maintenance of model homes anywhere within the Development Tract. However, model homes may be maintained only for a period of not more than one year after the completion and occupancy of ninety-five percent of the total number of residences to be constructed in the Development Tract. No model home may be erected or maintained unless approved by the Covenantor.

Section 4. Leasing of Residences. If any owner shall lease his residence, such lease shall be in writing and shall provide that the lease and lessee shall be subject to all of the terms, conditions, and restrictions of this Declaration and the applicable By-Laws, and any breach thereof shall constitute a default under such lease by lessee. The owner shall remain bound by all obligations set forth in this Declaration.

Section 5. Rights and Obligations. Each grantee by the acceptance of a deed or other conveyance, and each purchaser under any contract for such deed or other conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to a) all covenants, restrictions, conditions, reservations, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and b) all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall insure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 6. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

Section 7. Covenants to Abide by this Declaration. The Covenantor covenants to abide by each and every covenant, restriction, condition, reservation, easement, charge, and lien set forth herein and agrees that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 8. Covenant in Event of Dissolution of the Home Owners Association. In the event the Home Owners Association is dissolved, the owners of lots in Cinnamon Creek agree that all provisions contained herein regarding maintenance, repair, and replacement in the Development Tract shall still apply and that this Declaration shall be in full force and effect.

Section 9. Property Ownership in Trust. In the event title to any lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the property remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the property ownership and the beneficiaries of such trust notwithstanding any transfers to the beneficial interest of any such trust or any transfers of title to such property ownership.

Section 10. Termination of Restriction. No action by the Home Owners Association or owners, whether by amendment or otherwise, shall be effective to remove the Development Tract (once subjected by recording to the terms hereof) from the terms and conditions of this Declaration, without the express written consent of all of the institutional holders of the first mortgage liens recorded against lots.

Section 11. Enforcement. Enforcement of these covenants, restrictions, conditions, reservations, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, restriction, condition, reservation, easement, charge, or lien, either to restrain violation or to recover damages, and against the

land to enforce any lien created by these covenants and restrictions. All costs of enforcement, including litigation expenses, title reports, and attorney's fees, shall be paid by the person violating or attempting to violate any covenant and restriction and any judgment or decree shall so provide for payment of these costs. Failure by the Covenantor, the Home Owners Association, or any owner of a lot in Cinnamon Creek to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. No covenants, restrictions, conditions, obligations, or provisions contained in this Declaration or the By-Laws shall be deemed to be abrogated or waived by reason of any failure to enforce same irrespective of the number of violations or breached which may have occurred.

The Covenantor reserves the right to enforce these covenants, restrictions, conditions, reservations, easements, charges, and liens for so long as they shall exist.

Section 12. Relationship of Covenantor and Subsequent Owners.

The Subsequent Owners agree to the imposition of the covenants, restrictions, easements, charges and liens as set forth in this Declaration on the property owned by each of them. The Subsequent Owners understand, acknowledge and agree that by executing this Declaration that they do not assume any of the rights or obligations of the Covenantor and that any reference to the "Covenantor" shall solely refer to Boulevard Bank National Association as Trustee under Trust 88-64 and not to any of the Subsequent Owners.

Section 13. Severability. Invalidation of any one of these covenants, restrictions, conditions, reservations, easements, charges, or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Boulevard Bank National Association as Trustee under a Trust Agreement dated December 1, 1989 and known as Trust No. 88-64, 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 a Trust Agreement dated December 18, 1989 and known as Trust No. 7-2017 have caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed, and to affix its corporate seal on the day first-above written.

COVENANTOR:

BOULEVARD BANK NATIONAL ASSOCIATION
as Trustee under Trust Agreement
dated December 1, 1989 and known as
Trust No. 88-64

By: _____

Attest: _____

State of Illinois)
)
County of DuPage)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named _____ and _____ of _____, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____ 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 _____ did also then and there acknowledge that he or she as custodian of the Corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as his or her own free and voluntary act of said Corporation for the uses and purposes therein set forth.

Notary Public

SUBSEQUENT OWNER: MERCHANTS NATIONAL BANK OF AURORA,
 as Trustee under Trust Agreements
 dated August 9, 1989 and known as
 Trust Nos. ~~4225~~ and ~~4226~~ 4225 and 4226

This instrument is executed by the MERCHANTS NATIONAL BANK OF AURORA, not
 personally but solely as trustee, and the warranties, covenants and condi-
 tions to be performed by the MERCHANTS NATIONAL BANK OF AURORA are
 those of a trustee and not of an individual. No personal liability
 shall be asserted or be enforceable against THE MERCHANTS NATIONAL BANK OF AURORA
 by reason of any of the covenants, statements, representations or warranties contained in
 this instrument, which are made and intended for the purpose of binding only that portion
 of the trust property specifically described herein.

By: Ruth Ann McCov
 Trust Officer

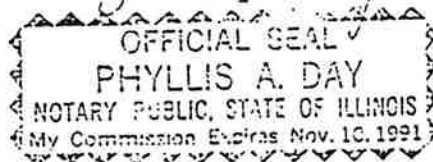
Attest: Gerald M. Lanigan
 Sr. Vice President & Trust Officer

State of Illinois)
)
 County of KANE)

I, the undersigned, a Notary Public in and for the County and
 State aforesaid, DO HEREBY CERTIFY, that the above named
Ruth Ann McCov and Gerald M. Lanigan of
 Merchants National Bank of Aurora, personally known to me to be the same
 persons whose names are subscribed to the foregoing instrument as
 such Trust Officer and Sr. Vice Pres. & Trust Officer
 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 Gerald M. Lanigan, Sr. Vice Pres. & Trust Officer did also
 then and there acknowledge that he or she as custodian of the
 corporate seal of said Corporation, caused the corporate seal of
 said Corporation to be affixed to said instrument as his or her own
 free and voluntary act and as the free and voluntary act of said
 Corporation for the uses and purposes therein set forth.

Dated this 30th day of
 October, 1990.

Phyllis A. Day
 Notary Public



SUBSEQUENT OWNER: FIRSTAR NAPER BANK, N.A., as Trustee under Trust Agreement dated December 18, 1989 and known as Trust No. 7-2017

By: *Edward W. Bozett*
SENIOR VICE PRESIDENT AND TRUST OFFICER

Attest: *William M. McShane*
ASSISTANT VICE PRESIDENT

State of Illinois)
)
County of DuPage)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Edward W. Bozett and William M. McShane of persons whose names are subscribed to the foregoing instrument as such SENIOR VICE PRESIDENT AND TRUST OFFICER and ASSISTANT VICE PRESIDENT respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instruments 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 SENIOR VICE PRESIDENT AND TRUST OFFICER, ~~MEMBER, JOHN BOZZETT~~ did also then and there acknowledge that he or she as custodian of the corporate seal of said Corporation, caused the corporate seal of said Corporation to be affixed to said instrument as his or her own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Dated this 30th day of October, 1990.

William M. McShane
Notary Public

This instrument is executed by Firstar Naper Bank, N.A., not personally or individually, but solely as trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such trustee. All of the statements, warranties, and representations set forth herein are made solely on information and belief without any independent inquiry or investigation by Firstar Naper Bank, N.A., and should be construed accordingly. Notwithstanding any provision to the contrary set forth in this instrument, any recourse against Firstar Naper Bank, N.A., shall be limited to the assets comprising the trust estate and no personal liability shall be asserted or be enforceable against Firstar Naper Bank, N.A., by reason of the terms, promises, agreements, covenants, warranties, representations, indemnifications, or other matters herein set forth, all such personal liability of Firstar Naper Bank, N.A., being expressly waived.

SUBSEQUENT OWNERS:

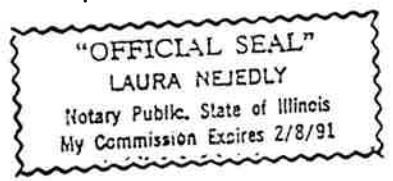
Michael I. Barbour
MICHAEL I. BARBOUR

Janet E. Barbour
JANET E. BARBOUR

State of Illinois)
County of DeWitt)

I, the undersigned, a Notary Public, in and for the said County, in the State aforesaid, do hereby certify, that Michael I. Barbour and Janet E. Barbour, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth.

Give under my hand and seal this 12th day of July, 1990.



Laura Nejedly
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT TRACT

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.

This Document Prepared By and Mail to:

Dommermuth, Brestal, Cobin & West, Ltd.
123 Water Street
Post Office Box 565
Naperville, Il 60566
(708) 355-5800

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY OWNED BY
COVENANTOR AND SUBSEQUENT OWNERS

PROPERTY OWNED BY COVENANTOR:

LOTS 1 AND 2, 7 THROUGH 9, INCLUSIVE, 12 THROUGH 47, INCLUSIVE AND 49 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 R88-119627, IN DU PAGE COUNTY, ILLINOIS.

PROPERTY OWNED BY MERCHANTS NATIONAL BANK OF AURORA, TRUST NOS. 4225 AND 4226:

LOTS 3 THROUGH 6, 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 R88-119627, IN DU PAGE COUNTY, ILLINOIS.

PROPERTY OWNED BY FIRSTAR NAPER BANK, N.A., TRUST NO. 7-2017:

LOTS 10 AND 11 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 R88-119627, IN DU PAGE COUNTY, ILLINOIS.

PROPERTY OWNED BY MICHAEL I. AND JANET E. BARBOUR:

LOT 48 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 R88-119627, IN DU PAGE COUNTY, ILLINOIS.