

3993331

FOREST TRAIL SUBDIVISION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION is made this 9 day of June, 1997 by Chicago Title & Trust Company in its capacity as trustee under trust no. 1101548, hereinafter referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the title holder of that certain real property situated in Lake County, Illinois, more particularly described as:

Lots 1 through 88 inclusive and Lots A, B, D, E, F and G inclusive in Forest Trail, being a subdivision of part of the south half of the northeast quarter and the west half of the southeast quarter, all in Section 36, Township 46 North, Range 10, East of the third principal meridian, according to the plat thereof recorded 7-15-97, 1997 as document no. 8 993330, in Lake County, Illinois ("Property").

WHEREAS, the foregoing Property consists of land to be subdivided into lots for single family residential subdivision purposes.

WHEREAS, Declarant intends to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of the Association, Owners, and all parties having any right, title, or interest in the Property; and

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities of the subject development to create an Association for the purpose of maintaining the Landscape and Easement Areas (hereinafter defined), and for administering and enforcing these covenants, conditions and restrictions, including the collection and disbursement of the assessments and charges described herein;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of, and which shall be perpetual and run with, the Property submitted hereto and be binding on and inure to the benefit of all parties having any right, title or interest in the described Property or any part thereof, including their heirs, successors and assigns.

CHICAGO TITLE INSURANCE CO.

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ARTICLE I

Definitions

Section 1: "Association" shall mean and refer to an Illinois corporation, its successors and assigns, to be organized and to be known by the name of Forest Trail Homeowners Association.

Section 2: "Board" shall mean the board of directors or other governing body, however designated, of the Association.

Section 3: "Building Envelope" shall mean that area within each Lot described on the Plat under the heading "Building Restrictions", as that area in which a residence and driveway must be located.

Section 4: "Common Expenses" shall mean those expenses incurred by the Association under the authority of this Declaration and under its by-laws and as defined in Article IV, Section 2.

Section 5: "Declarant" shall mean and refer to Chicago Title & Trust Company as trustee under trust no. 1101548.

Section 6: "Declaration" shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof.

Section 7: "Landscape and Easement Area(s)" shall mean all those areas designated on such Plat or Plats as a) Lots A, B, C (but only so long as the Association holds title to Lot C), D, E, F, G and H (but only so long as the Association holds title to Lot H); b) that part of any public right-of-way within the subdivision which contains a landscaped island; c) "15' Bufferyard Esm't." on either side of Lot C; d) "15' Buffer Area Esm't." or "15' Buffer Area Easement"; e) the full width of the right of way of Haven Lane for a distance of 300 feet from its intersection with existing Route 45, or 150 feet in either direction from any realignment of Route 45, for the purpose of subdivision entry landscaping and/or monuments to the extent Haven Lane is later reconfigured to have access at realigned Route 45, f) the full width of the right of way shown on the plat as Ascot Way (until such time as the Village exercise rights of possession thereto); (g) "20' Landscape Esm't" (with that portion within Haven Lane only becoming a part of the Landscape and Easement Areas as provided in Article III); (h) all drainage swales located on private property and all catch basins and related piping on lots 7, 37, 38, 45, 46, 55, 56 and 61, which areas may be referred to herein collectively either as "Landscape and Easement Areas" or by their individual designation as noted above and on the Plat.

Section 8: "Lot" shall mean and refer to a platted Lot depicted on the Plat which is intended for improvement with a single family dwelling unit, and shall include the dwelling unit if a dwelling unit is constructed thereon.

Section 9: "Member" shall mean and refer to an Owner of a Lot who holds membership in the Association.

Section 10: "Owner" shall mean and refer to the record owner of a Lot, the beneficiary of a land trust which is record owner of fee simple title to any Lot, and contract sellers of a Lot, all whether one or more persons or entities, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Declarant to the extent of the number of Lots owned by Declarant and also includes the interest of Declarant as contract seller of any Lot.

Section 11: "Person" shall mean any individual, firm, corporation, trustee, or other entity capable of holding title to real estate.

Section 12: "Plat" or "Plat of Subdivision" shall mean any document recorded in the office of the Recorder of Deeds of Lake County, Illinois as a plat of subdivision affecting all or a portion of the Property.

Section 13: "Property" shall mean and refer to the Property described on page 1 hereof.

Section 14: "Restricted Open Space" shall mean those areas designated on the Plat as "Restricted Open Space", and all such areas shall be subject to Village ordinances which are intended to affect "Deed Restricted Open Space" or areas of similar description and purpose.

Section 15: The "Village" shall refer to the Village of Lindenhurst, Illinois.

ARTICLE II

The Association

A. Initial Organization:

Section 1: The Declarant will cause the Association to be incorporated at the discretion of Declarant, but not later than the time when the control of the Association is turned over to the Members. The Association shall be turned over to the Members not later than 60 days after the conveyance by the Declarant of 75% of the Lots, or three (3) years after the recording of this Declaration, whichever is earlier.

Section 2: Until the Association has been organized and until election of the initial Board, the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board and Association by this Declaration and in the By-Laws shall be vested in, and held and performed by Declarant or its beneficiary. The Declarant shall have free use of all assessments for this purpose. All references to the Association shall be deemed a reference to the Declarant or its beneficiary until the Declarant or its beneficiary resigns as the Association in accordance herewith. The election of the initial Board shall occur at the time the Association is turned over to the Members. If the initial Board is not elected by the Owners at the time so established, Declarant shall continue in office for a period of an additional thirty (30) days whereupon written notice of its resignation shall be sent to all Owners entitled to vote at such election.

Section-3: Within sixty (60) days following the election of a majority of the Board other than Declarant or its beneficiary, Declarant shall deliver to the Board

(a) All original documents as recorded or filed pertaining to the Property, its administration, and the Association, such as the Declaration, articles of incorporation, other instruments, annual reports, minutes, rules and regulations, and contracts, leases, or other agreements entered into by the Association. If any original documents are unavailable, a copy may be provided if certified by affidavit of the Declarant or its beneficiary, or an officer or agent of the Declarant or its beneficiary, as being a complete copy of the actual document recorded or filed.

(b) A detailed accounting by the Declarant or its beneficiary, setting forth the source and nature of receipts and expenditures in connection with the management, maintenance and operation of the property, copies of all insurance policies, and a list of any loans or advances to the Association which are outstanding.

(c) Association funds, which shall have been at all times segregated from any other moneys of the Declarant or its beneficiary.

(d) A schedule of all real or personal property, equipment and fixtures belonging to the Association, including documents transferring the property, warranties, if any, for all real and personal property and equipment, deeds, title insurance policies, and all tax bills.

(e) A list of all litigation, administrative action and arbitrations involving the Association, any notices of governmental bodies involving actions taken or which may be taken concerning the association, engineering and architectural drawings and specifications as approved by any governmental authority, all other documents filed with any other governmental authority, all governmental

certificates, correspondence involving enforcement of any association requirements, copies of any documents relating to disputes involving unit owners, and originals of all documents relating to everything listed in this subparagraph.

Thereafter, neither Declarant nor its beneficiary shall have any further obligations whatsoever as the Association or to any Member or Owner.

B. Functions of Association:

Section 1: The Association shall have the easement and other rights as separately granted on the Plat and in the Annexation Agreement, in addition to or in conjunction with the rights specified herein, and shall have an easement upon the Landscape and Easement Areas to maintain the aesthetic and functional aspects thereof and for any other purpose specified herein, with the exception of any public facilities located therein such as roadway or utility improvements.

Without limitation of any other obligation hereunder, the Association shall be responsible for the maintenance, repair, removal, reconstruction and replacement of the following storm water management improvements:

1. All storm water management improvements located on Lot No. A, B, C (but only so long as the association holds title to Lot H), D, E, F, G and H (but only so long as the association holds title to Lot H) including sedimentation basins, detention basins, wetlands, flood plain, overflows, weirs, spillways, rip-rap, outlet control structures and piping, overflow structures and piping, flared end sections and headwalls.
2. Catchbasins and related piping on Lot Nos. 7, 37, 38, 45, 46, 55, 56 and 61.
3. All drainage swales located on private property or property under the control of the Association.

No structural alterations, structural repairs, elevation changes, restrictor modifications, removals, reconstructions or replacements may be performed on any of the above improvements without first securing the approval of the Village and any other governing agency having jurisdiction. All such work shall be subject to inspection by the Village and/or other agencies having jurisdiction and shall be completed to their satisfaction.

Section 2: The Association shall also specify rules and architectural guidelines for the use and general aesthetic character of the land and water areas within the Landscape and Easement Areas (but shall only take such action with respect to the "15' Bufferyard Esmt." on either side of Lot C as is necessary to comply with the

Intergovernmental Agreement described in Section 6 of Article III hereof), not in conflict with original engineering and other approvals given by the Village for any portion of the Property. No Owner shall construct any landscaping or other improvements within the Landscape and Easement Areas or Restricted Open Space. The Association shall have the absolute right to enter the Landscape and Easement Areas and remove all non-conforming landscape materials. The Association shall maintain, remove and replace landscaping in the Landscape and Easement Areas in its discretion (see Article III) and may utilize the assessments provided for herein for such purpose. The Association shall also have the obligation to treat the water impounded in Lots B, E, F and G for health and weed control purposes when necessary, and to take all action necessary to provide for the orderly collection, retention and discharge of storm water within and adjacent to Lots B, E, F and G including the making of capital improvements, repairs or replacements.

Section 3: The Association shall take title to Lots A, B, D, E, F and G and shall provide for the payment of taxes thereon and the maintenance thereof, provided however, that the Association shall have no obligation to maintain any of the lift station improvements contained in a separate easement within Lot F as noted on the Plat, but shall have the right and obligation to install, maintain, and replace all landscaping within such easement premises according to plans previously approved by the Village, or as mutually amended from time to time. Upon any realignment of U.S. Route 45 within Lot H, the Village shall vacate that portion of Haven Lane lying east of realigned Route 45, south of Lot 12, north of Lot 53 and west of the cul de sac bulb terminating Haven Lane east of realigned Route 45, and such property shall be allocated to adjacent private properties as provided by law. In the event that the law does not then so provide, the Association shall accept any such conveyance from the Village and thereafter such property shall become a part of the Landscape and Easement Areas.

Section 4: Specifically and without limitation of any other obligation of the Association, upon turnover of the Association by the Developer to the Members the Association shall, not less than every two (2) years, remove as necessary, and in accordance with all applicable regulations, all sediment or siltation which has accumulated in the detention facilities and all stormwater management system components, including wetlands within lots B, F and G, such that the storage volume of all such detention basins equals or exceeds the volume required for detention by the original engineering for Forest Trail subdivision plus the volume accumulated between maintenance intervals. The cost of such work shall be a Common Expense and therefore shall be payable from Association maintenance assessments as described in Article IV, Section 2. The Village shall have the right to perform all such obligations upon default by the Association, and the cost thereof, together with interest thereon at the rate of nine percent (9%) per annum thereon and costs of collection thereof, including, but not limited to reasonable attorneys' fees, shall be a charge on all Lots (prorated over the number of Lots the subdivided) and the prorated

- amount for each Lot shall be a continuing lien upon each Lot against which each such assessment is made and shall be enforceable by the Village. The Village shall have the power to record a notice of its lien created by this document by filing an appropriate certificate with the Recorder of Deeds of Lake County, Illinois.

Section 5: The Association shall have the authority to organize social events for the benefit of the Members, and the expenses therefor shall be Common Expenses.

Section 6: The Association shall have all other powers specified elsewhere in this Declaration, including the power to adopt reasonable rules and regulations to implement the intent of this Declaration, and the power to assess fines and recover attorneys fees and collection or litigation costs in enforcing this Declaration or any such rules or regulations.

Section 7: The Association may perform its function and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have the power to perform its functions and carry out its duties.

Section 8: The Association shall have the general powers to enforce in its own behalf or on behalf of the Association Members, in a court of law or otherwise, all of the covenants and conditions appearing in this Declaration.

C. Membership and Voting Rights.

Section 1: Every Owner who is subject to assessment in whole or in part shall automatically be a Member of the Association and shall remain a Member so long as he remains an Owner of a Lot subject hereto. Declarant shall be a Member of the Association but shall have no obligation to pay assessments. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2: The Association shall have two (2) classes of voting membership:

Class A: Class A Members shall be all Members with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned.

Class B: The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each Lot owned, provided however that the Declarant shall

be entitled to only one (1) vote per Lot and no greater than forty-nine percent (49%) of the total number of votes outstanding on the happening of either of the following events, whichever occurs earlier:

(a) When seventy-five percent (75%) of the Lots have been conveyed by the Declarant to Owners other than Declarant;

(b) Five (5) years after the date the first Lot is conveyed by the Declarant to such other Owners.

D. Insurance.

Section 1: The Association may maintain on behalf of the Association, Board, officers, managers and managing agent, comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability of whatever reasonable nature including specifically, without limitation, those liabilities in connection with its maintenance of the Landscape and Easement Areas even in the case where it holds no title to these premises. Each Owner of land comprising any of the Landscape and Easement Areas shall also maintain public liability insurance for injury or death in amounts satisfactory to the Board for casualty associated with said areas. The Association shall maintain insurance against property damage with respect to any of its activities associated with maintenance of the landscaping within the "Lift Station Easement" identified on Lot F on the Plat of Subdivision.

Section 2: The Association may (but shall not be obligated to) also maintain such policies of insurance for worker's compensation and property damage, property loss, vandalism and malicious mischief in relation to the Landscape and Easement Areas as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent with respect to all of its activities pursuant to its by-laws and this Declaration.

Section 3: The premiums for all insurance purchased pursuant to the provisions of this Section shall be Common Expenses and shall be paid at least thirty (30) days prior to the expiration date of any policy.

ARTICLE III

Landscape and Easement Areas Restricted Open Space

Section 1: The Landscape and Easement Areas shall be maintained in perpetuity and shall not be developed for any use which would limit or cause to limit the function and purpose of the facilities.

Section 2: A perpetual easement is hereby granted for the benefit of the Declarant or its beneficiary or its agents, and the Association, their successors and assigns, over, upon and across the Landscape and Easement Areas and Restricted Open Space for the purpose of administering such areas as provided herein and for the purposes described in Article II B.

Section 3: The Declarant (while a Member of the Association) or its beneficiary or its agents, and the Association shall further have the right of ingress and egress over and upon the Lots not within said Landscape and Easement Areas for any and all purposes connected with the maintenance of the Landscape and Easement Areas and the construction, operation, repair, maintenance and reconstruction of any facilities thereon.

Section 4: A perpetual easement is hereby granted for the benefit of the Village or its successors, over, upon and across the Landscape and Easement Areas and upon all facilities necessary for the purpose of inspecting such areas. In the event that the Association does not adequately maintain the Landscape and Easement Areas to the standards of the Village, the Village may give fourteen (14) days written notice of such failure and said notice shall indicate when the Village will exercise its right to repair the faulty portion of the facilities. If the Village makes repairs or performs maintenance, it shall be entitled to reimbursement by the Association and in default thereof may collect from each Lot Owner its prorata share of such expense and have a lien against such Lot until it has been paid. No written notice shall be necessary if in the opinion of the Village Administrator an emergency requiring immediate action is required. In the exercise of its rights hereunder, the Village shall not be deemed guilty of any manner of trespass.

Section 5: The Landscape and Easement Areas and Restricted Open Space shall be maintained at all times in compliance with the ordinances of the Village of Lindenhurst.

Section 6: Lots B, D, E, F and G may not be used for any purpose other than (a) storm water management and water flow regulation, (b) open space and aesthetic preservation; (c) maintenance; or (d) operation by the Village of a lift station on Lot F within the Lift Station Easement noted on the Plat. Within these areas, no structure,

planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation of stormwater and drainage facilities, or which may change the direction of flow of stormwater or drainage channels within these lots, or which may obstruct or retard the flow of water through stormwater and drainage channels therein. Lot A may only be used for (a) landscaping, (b) open space and aesthetic preservation; and (c) maintenance. No other use thereof of any kind or nature will be permitted. An easement shall exist and is hereby granted in favor of the Developer, and when formed, the homeowners association over the "15' Bufferyard Eamt. & Building Set Back Line" on either side of Lot C for all purposes related compliance with the provisions of that certain Intergovernmental Agreement dated dated June 13, 1995 by and between The County of Lake, The Lake County Forest Preserve District, The Village of Lindenhurst, The Lindenhurst Sanitary District and Westfield Homes of Illinois, Inc. regarding access to the Forest Preserve. Lots D, E and F are wetlands. Notwithstanding anything herein to the contrary, Lots D, E and F may be entered or maintained only by the Village, the Declarant, the Developer, the Association or its agents, or appropriate governmental agency solely for the purpose of its conservation or other purposes elsewhere described herein.

Section 7: The "20' Landscape Area" within Haven Lane shall only become a part of the Landscape and Easement Areas upon vacation of that part of Haven Lane containing the "20' Landscape Area". Upon becoming a part of the Landscape and Easement Areas, the Association shall install landscaping within such area in accordance with the landscape plan approved for Forest Trail as part of the final plat of subdivision, which plan is on file at the Village. Such easement area shall be subject and subordinate to the underlying "Utility Easement", the purpose of which is described on the Plat. No ground disturbance, planting or other reconfiguration of such area (including installation of landscaping originally approved with the Plat of Subdivision) shall occur without Village approval, due to the considerable amount of utility facilities located beneath the surface.

Section 8: Notwithstanding any provisions herein to the contrary, the easements herein created shall be subject to easements of record on the date hereof, including those easements granted on the Plat of Subdivision.

Section 9: All Restricted Open Space shall remain undisturbed and shall not be cleared or graded; provided however that compliance with Village ordinances affecting Dead Restricted Open Space or Restricted Open Space, and compliance with Article V, Section 4 shall not breach this provision; and provided further, that the Association or any Owner thereof after obtaining written approval of the Association, (or the homeowners association to the extent personal safety hazards exist) may clear underbrush (not including young woodland trees) to improve visibility, to remove dead or dying vegetation, or vegetation which presents a hazard (such as falling trees) or which harbors animals or insects which are harmful to surrounding vegetation of persons; provided further, that to the extent that such Restricted Open Space is also

a part of the Landscape and Easement Areas, it shall be subject to the rights separately granted herein or on the Plat for Landscape and Easement Areas. This provision shall be enforceable by either the Village or the Association. Any more restrictive Village ordinance with respect to the clearing or use of wooded areas shall prevail over the terms of this paragraph.

ARTICLE IV

Covenants for Maintenance Assessments

Section 1: Each Owner of a Lot, except Declarant, by acceptance of a deed therefor or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Association and/or Declarant, as the case may be, for each Lot owned (or to a mortgage company or other collection agency designated by the Association or Declarant): (1) annual assessments or charges, and (2) special assessments as hereinafter provided. The assessments thus collected by the Association or Declarant shall constitute the maintenance fund of the Association for Common Expenses.

Section 2: Each Owner, other than Declarant, shall pay to the Association or Declarant assessments representing his or its allocated share of (a) the expenses of improvement, maintenance, repair, replacement, administration and operation with respect to the Landscape and Easement Areas (including, without limitation the periodic expenses associated with removal of sedimentation and siltation within detention facilities as described in Article II, provision B (4)); (b) the cost of maintaining and enforcing the easements, covenants, conditions and restrictions established and reserved by this Declaration and by any Plat of Subdivision, deed of conveyance or other instrument affecting the Property including reasonable attorneys' fees; (c) the administrative expenses of the Association; (d) the expenses of social events; (e) the full performance of all obligations by the Association imposed by the Declaration and the Association's by-laws, (f) a reserve for contingencies and replacements and (g) any further matter not otherwise enumerated herein which is consented to by 75% or more of the Owners. Said expenses hereinabove referred to shall be known as "Common Expenses". To the extent, if at all, that any assessments for any fiscal year are not expended by the Association or Declarant, any such savings shall be applied by the Association or Declarant in reduction of its budget for the following year, except with respect to amounts held by the Association or Declarant as reserves which shall be deemed to be held by the Association or Declarant in trust for the Members for the uses and purposes for which such reserves have been established. Any interest of any Owner in and to such reserve funds shall be deemed appurtenant to such Owner's membership and shall automatically transfer and inure to such Owner's successor in interest.

Section 3: Payments of assessments shall be in such amounts and at such times as provided below:

(a) Upon each sale or transfer of any Lot from the Declarant or from any future Owner, including the sale of a beneficial interest in a land trust or such similar transfer intended to directly or indirectly vest a person or entity other than the Owner with use and ownership of the Lot (except transfers by foreclosure, death or to the same real party in interest such as a conveyance into a land trust where the grantor is the majority beneficial owner of the trust), there shall be paid to the Association or Declarant, as the case may be, a sum equal to one-half of the then current amount for annual Association dues provided, however, that the initial amount as of the date of recording hereof shall be the fixed amount of \$100.00 until the first budget is prepared and an assessment based thereon is calculated. Said sum shall be known as the "Initial Fee."

(b) Until December 31, 1997, the maximum annual assessment (not including any special assessment) shall be One Hundred Fifty and 00/100 Dollars (\$150.00) per Lot, in addition to the \$100.00 Initial Fee.

(c) On or before October 31, 1997 and on or before each October 31st thereafter, the Board shall estimate the total amount necessary to pay the costs and expenses of the Association as are provided for herein and in the by-laws of the Association, which will be required during the ensuing calendar year, together with a reasonable amount necessary for a reserve for contingencies and replacements, and the Board shall on or before November 30 of each year, notify each Owner in writing as to the amount of such estimate, with a reasonable itemization thereof, and of the date not less than 10 nor more than 30 days prior to any meeting concerning the adoption of the proposed annual budget or any increase in the budget, or establishment of an assessment. All obligations of the Owners hereunder, including but not limited to the Common Expenses, for assessments, special assessments or other levies by the Association, pursuant to this Declaration or the by-laws of the Association, shall be determined by multiplying the amount of such assessment, special assessment or levy by a fraction, the numerator of which is the number of Lots owned by the Owner, and the denominator of which is the number of Lots subjected from time to time to the terms and conditions of this Declaration which are not owned by the Declarant. The new annual assessments or charges as calculated above shall be paid in one annual installment due January 31.

An Owner shall be responsible for payment in full of the annual assessment for said Lot (in addition to the Initial Fee) upon taking title to a Lot from the Declarant.

(d) If said estimated cash requirement proves inadequate, for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental budget or budgets and shall adjust the

assessments accordingly. The Board shall serve notice of such further or adjusted assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further or adjusted assessment shall become effective sixty (60) days after the delivery or mailing of such notice. Any increase in the annual assessment pursuant to a supplemental budget in excess of fifty percent (50%) of the approved assessment must be approved by two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose.

(e) The Association shall also have the power to borrow funds not to exceed one-half (1/2) of the annual budget on terms calling for repayment not to exceed three (3) years, or in such additional amounts and for such additional time periods as are approved by two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose. Supplemental budgets and/or future annual budgets may contain provisions to repay such borrowing.

(f) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement upon the Landscape and Easement Areas. Any such assessment shall be levied equally against each Owner.

(g) The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditure not included in the estimated cash requirements shall be first charged against such reserves in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget, or the next regular estimated cash requirements shall provide for the re-establishment of such reserves to the extent the Board deems reasonably appropriate.

(h) The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the adjusted assessments or necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the annual assessment at the then existing rate established for the previous period until 30 days after the new assessment amount shall have been adopted and mailed or delivered.

(i) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be

requested by the Owner or mortgagee.

On or before the date of the annual meeting of each calendar year, the Board shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or under the actual expenditures plus reserves.

(j) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot.

Section 4: Any assessments which are not paid when due shall be delinquent.

Any Owner who is delinquent in his or her assessments shall have no power to vote on any matter affecting the Association until such delinquency is fully cured, including the interest and costs provided herein.

The annual and special assessments, together with interest thereon at the rate of nine percent (9%) per annum thereon and costs of collection thereof, including, but not limited to reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon each Lot against which each such assessment is made and shall be enforceable by the Association. The Association shall have the power to record a notice of its lien created by this document by filing an appropriate certificate with the Recorder of Deeds of Lake County, Illinois. No sale or transfer shall relieve such Lot from liability from the lien of any unpaid assessment or for any assessment thereafter becoming due.

Each such assessment, together with such interest thereon and costs of collection thereof, including but not limited to reasonable attorneys' fees, as hereinafter provided, shall be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due. The grantee from any Lot Owner will be jointly and severally liable with such Lot Owner (excluding Declarant) for all unpaid assessments and accrued interest due and payable at the time of conveyance without prejudice, however, to the rights of the grantee to recover from the grantor any amounts paid by the grantee.

Section 5: The lien of the assessment provided for herein arising after the recording of a first mortgage shall be subordinate to the lien of any *bona fide* first mortgage (or equivalent security interest) on a Lot and to any liens of Declarant's Lender(s).

ARTICLE V

Standards of Construction

Section 1: No landscaping or construction of a building, fence, wall, or other structure (collectively "Structure") shall be commenced, erected, or maintained nor shall any addition to or change or alteration thereto be made (except interior alterations), until the Declarant or its beneficiary, assigns or successors has approved such landscaping, construction or installation in accordance with the terms hereof. The Declarant or its beneficiaries, assigns or successors shall retain such authority until such time as title to each of the Lots is conveyed by the Declarant to the Owners and a permanent residence is constructed thereon, notwithstanding that the Declarant has resigned, or been removed by passage of time, from the Association, provided however, that Declarant may, at any time after formation of the Association vest by written assignment all such powers in the Association. All such authority shall also vest in the Association upon refusal of the Declarant to perform its architectural review function under this Article V. After such time all further powers of architectural control shall be vested in the Board, which shall be entitled to a reasonable fee for its and/or its consultants' architectural review, as established by the Board.

Section 2: Owners are required to first submit preliminary sketches of any Structure to be built or installed for "informal comment" showing the nature, kind, shape, height, material, color scheme, proposed location on Lot, and any proposed modification of the grade of the Lot to the Declarant for review prior to the submittal of detailed architectural or other plans and specifications for full review. Declarant, or its beneficiary, successors or assigns, shall have the sole and exclusive right to refuse to approve any such preliminary sketches, which are not suitable or desirable in the opinion of the Declarant or its beneficiary, successors or assigns, for aesthetic or other reasons; and in so passing upon such preliminary sketches, Declarant, or its beneficiary, successors or assigns, shall have the right to take into consideration the suitability of the proposed building or other Structures with the surroundings, and the overall design intent of a residential community which may exceed the general standards of the surrounding community. Such approval or disapproval of preliminary sketches shall be given within sixty (60) days after submission to Declarant, or its assigns. If the Declarant, or its successors or assigns, fail to approve or disapprove preliminary plans within sixty (60) days after submission, approval shall be deemed to have been given.

If such preliminary sketches are approved, the Owner shall then submit a detailed landscape plan, grading plan and architectural and final construction plans and specifications relating to such proposed construction. All plant material in any landscape plan shall be indigenous to the northeastern Illinois region.

The final grading plan must accommodate the sensitive environmental features

of the Lot and must be accompanied with evidence in the form of a letter or other appropriate notation that the grading plan has been approved by the Village. Individual site grading plans satisfactory to address environmental concerns will be required by the Village to obtain a building permit. In addition, no certificate of occupancy will be issued by the Village until the Owner submits to the Village an as built topographical survey showing all constructed improvements and foundation elevations on the Lot demonstrating that the improved Lot complies with the approved grading plan.

Declarant or its beneficiary, successors or assigns shall approve such architectural and construction plans if the same are in substantial conformity with the preliminary sketches previously approved. No architectural and construction plans may be submitted without a detailed landscape plan. Landscaping shall be installed in accordance with the approved landscape plan prior to the issuance of a final occupancy permit, which shall include, without limitation, sodding or seeding of the Lot except in wooded areas, Landscape and Easement Areas and Restricted Open Space, and the installation of plant material in front of and on all sides of all residences. In the event Declarant, or its beneficiary, successors or assigns, fails to approve or disapprove such detailed plans and specifications or other material within sixty (60) additional days after submission, approval shall not be required, and the requirements of this Declaration shall be deemed to be complete. After any disapproval, an Owner may resubmit amended plans for a like review period to attempt to again meet the architectural review criteria.

Declarant, or its beneficiary, successors or assigns, following the submission of both the informal sketches and detailed plans and specifications, will aid and assist the respective Owners, or their agents, and will make every attempt to reasonably cooperate with the wishes of the Owner.

Section 3: No house shall be built on any Lot which house has a minimum area of less than 1,800 square feet. For the purpose of calculating floor area, the garage, basement and areas such as decks and screened in porches not designed for year-round living are not included in the square footage requirements and stairwells (excluding basement stairs) shall be included in the area of one floor only.

Section 4: No building or improvement, or any part thereof, including garages, porches, and driveways shall be erected on any Lot other than wholly within the Building Envelopes, or as otherwise designated by Village ordinance, whichever is more restrictive. Owners are encouraged to minimize disturbance of woodlands within the Building Envelope and are further encouraged to preserve high quality young woodland trees at the expense of trees which are either very old or in poor health. No construction of any improvements to a Lot may commence until snow fencing or its equivalent is erected which precludes contractors and workmen from driving, parking, working or otherwise going upon any Landscape and Easement Areas or Restricted Open Space, except for activities which are within 15 feet of the perimeter of the

Building Envelope which are absolutely necessary for construction of a building which lies wholly within the Building Envelope. All such construction must cease when such fence is breached or the intent of the preceding sentence is violated.

Section 5: The Declarant or its beneficiary shall have absolute discretion in the orientation of any garage opening. Garage door openings which are positioned out of view from the roadway fronting any residence will be encouraged where practical considerations allow. No residence shall have less than a two (2) car garage.

Section 6: Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted gravel, crushed stone, or other approved base material and shall have a wearing surface of asphalt, concrete or brick and shall be located within the Building Envelope for each Lot, except as necessary to provide access to a public street. Plans and specifications for driveways, culverts, pavement edging, or markers, shall be approved in writing by Declarant or its beneficiary or their successors or assigns in the manner prescribed in Section 2 above.

Section 7: All Structures shall be painted with two coats of paint unless constructed with ornamental masonry or brick. Aluminum or vinyl siding shall be allowed only when approved by the Declarant or its beneficiary, or by the Association upon assignment by Declarant of the right of architectural review.

Section 8: All roofs shall be hand split cedar shakes, concrete tile, slate or approved asphalt or fiberglass shingles.

Section 9: All electrical services and telephone lines shall be placed underground and no outside electrical lines shall be placed overhead. No exposed or exterior radio or television transmission or receiving antennas shall be erected, placed, or maintained on any part of such premises including specifically, without limitation, satellite dishes, unless 18" or less in diameter and then only when a) approved by Declarant under the standards for architectural review in Article V, b) screened from view from the public roadway and adjacent properties, and c) located within the Building Envelope. All such receiving antennas with the exception of such approved satellite dishes shall be placed in the attic or elsewhere entirely within the premises.

Section 10: Subject to contrary Village ordinances with respect to swimming pool or other fencing, all fencing within a Lot shall be a maximum of four (4) feet in height, shall be made of wood, and may not be of a stockade style.

Section 11: Except with respect to Sections 3 and 4 of this Article V (unless otherwise agreed by the Village), Declarant hereby grants and gives Declarant, or its beneficiary, successors and assigns, the right to enter into agreements with the owners of any Lot or Lots (without the consent of Owners of other Lots or adjoining or adjacent property) to deviate from any and all of the covenants set forth in this

Article V provided, however, that such deviation is in compliance with the ordinances of the Village of Lindenhurst. Any such deviation shall be granted if there are practical difficulties or particular hardships evidenced by the petitioning Owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of a particular covenant on a subsequent occasion or as to other Lots or of any other covenant as to any of the Property.

Section 12: Declarant shall have no obligation, but only the right to issue and enforce the approvals as described herein and shall not be held liable for any action or inaction taken with respect to the authority granted to it in this Article V, or elsewhere herein or under law.

ARTICLE VI

Use and Control of the Property

Section 1: Except as otherwise set forth in this Section 1, each and every Lot in the subdivision shall be used only for single family residential purposes. No building or structure or portions thereof shall be adapted to business purposes, other than the business of the Owner requiring no visitation by persons or vehicles or extraordinary deliveries. To the extent the Village adopts a home office ordinance which would otherwise apply to the Property, the terms of such ordinance shall supersede the preceding sentence. No apartment house, double house, lodging house, rooming house, multiple family dwelling or any other than a single family residential structure constructed according to the standards set forth above shall be erected, placed, permitted or maintained on the Property, or any part thereof, and no house shall be occupied by more than a single family. (A "family" may include in-laws, parents or siblings who do not themselves inhabit the Residence with a separate family of more than one generation).

Section 2: Each Owner shall be responsible for the maintenance and repair of his Lot and the improvements thereon not otherwise subject to maintenance by the Association. To the extent, if at all, that any Owner shall fail to perform the maintenance of his own Lot at reasonable times and in a reasonable manner, the Declarant, the Association and/or the Village may, but shall not be required to, perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable, and the Association shall have such rights and remedies with respect to the collection of the same as are herein provided with respect to the annual assessments. If the Village performs maintenance, it shall be entitled to reimbursement by the affected Owner and in default of such payment the Village shall have the right to place a lien against such Lot for the amount due. Neither the Association, the Village nor the Declarant shall be liable to an Owner for trespass, property damage for any other

actionable wrong whatever in the reasonable exercise of its rights hereunder.

Each Owner, from and after the date of taking title to his Lot(s) shall maintain such Lot(s) in a neat and trimmed appearance notwithstanding that no improvements have been constructed thereon. No storage of any goods or materials shall be permitted on any Lot prior to construction of a residence thereon, and thereafter only in compliance herewith. If no improvements have been constructed on said Lot(s) within three (3) years of sale of each Lot from Declarant, the then current Owner shall grade and seed unwooded portions of the Building Envelope of his Lot(s) with hydroseed and thereafter shall maintain the Lot(s) to a finished lawn appearance. In default thereof, an officer of the Association (including Declarant) or its agents may enter any such Lot, without committing a trespass or other actionable wrong against such Owner, and remove any such materials or goods and grade, seed and maintain said Lot(s), and such Owner shall pay to the Declarant or the Association, as the case may be, its costs of the same, which shall be collectable in the manner set forth in Article IV, Section 4.

Section 3: No private dwelling house erected upon any Lot shall be occupied in any manner (a) while in the course of construction, (b) at any time prior to its being fully completed, as herein required, or (c) at any time prior to the issuance of an occupancy permit by the Village of Lindenhurst or appropriate governing authority; and no such house shall be permanently occupied pursuant to a permanent occupancy certificate prior to the issuance of a letter from the Declarant or its assigns that any Structure or landscaping placed upon the Owner's Lot conforms with the architectural, construction and landscape plans as approved for the Lot in accordance herewith. No residence, when completed, shall be in any manner occupied until made to comply with the approved plans, the requirements herein, and all other covenants, conditions, reservations, and restrictions herein set forth. All construction shall be completed within one year from the start thereof. No temporary house, temporary dwelling, temporary garage, temporary outbuilding, trailer home, or other temporary structure shall be placed or erected upon any Lot, provided however that Declarant reserves the right for itself, or its agents, or assigns, to use any Lot for office, sale or display purposes.

Notwithstanding the above, any Lot Owner shall be entitled to leave portions of the interior of the premises unfinished for future completion as long as all exterior surfaces conform to the requirements herein, and as long as all structural and foundational components of the residence are complete to the extent needed for an occupancy permit prior to occupancy.

Section 4: None of the Lots shall at any time be divided into as many as two or more building sites. A single Lot together with contiguous portions of one or more whole Lots may be used for one building site, provided however that any improvements thereon must be constructed within a building envelope acceptable to

the Village, if different from the Building Envelope appearing on the Plat.

Section 5: No commercial vehicles, construction, or like equipment, recreational vehicles or boats, or mobile or stationary trailers of any kind or large items of personal property not intended primarily for use on the Lot shall be permitted on any Lot within the Property unless kept in a garage and completely enclosed, except such construction vehicles as are necessary for the period of any approved construction.

Section 6: The Declarant shall determine location, color, size, design, lettering and all other particulars of all mail or paper delivery boxes and lamp posts and the standards and brackets and name signs for such boxes in order that the area shall be uniform in appearance with respect thereto. Notwithstanding the foregoing, each mailbox must be placed in accordance with post office standards.

Section 7: No dogs or animals shall be allowed to run free within the Property unless properly restrained by a leash. No horses, cattle, swine, goats, poultry, fowl, non-domesticated animals, vicious animals (including specifically, without limitation, all pit bull terriers) or offensive animals shall be kept on any Lot.

Section 8: No clotheslines or drying yards shall be permitted unless concealed by hedges acceptable to the Association.

Section 9: No signs or other advertising shall be displayed unless the size, form and number of the same are first approved in writing by the Association or its successor.

Section 10: No refuse pile or other unsightly objects shall be allowed to be placed or suffered to remain anywhere upon a Lot, other than for regular household garbage pickup. All construction refuse shall be placed in a dumpster or roll off box of sufficient capacity. No Lot shall be used in whole or part for the storage of rubbish of any character whatsoever, nor for the storage of any property or thing that will cause such Lot to appear in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Lot that will emit a foul or obnoxious odor or that causes any noise that will or might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding property, or that will constitute a violation of local, state or federal environmental laws.

Section 11: No bird baths or non-natural building or landscaping materials shall be placed in any front yard, and no tennis court or swimming pool shall be placed or located on a Lot in any front or side yard or outside of the Building Envelopes established by the Plat, and shall not be located within any easement appearing of record or on the Plat of Subdivision. There shall be no above ground swimming pools other than (a) whirlpools built into outdoor decks joined to a residence, or (b) small temporary pools meant for use by small children.

Section 12: Up to two (2) outbuildings, barns or other detached buildings which do not exceed and aggregate of 720 square feet shall be allowed when permitted by the Declarant or its successors and approved in accordance with Article V, and when placed entirely within the Building Envelope. The architecture of said outbuildings shall resemble the architecture of the residence and be in conformance with the general character of the neighborhood. No prefabricated metal storage buildings shall be erected, constructed or placed on any portion of any Lot.

Section 13: All streams and drainage ways, whether natural or artificial shall remain totally unobstructed by each Owner, including, without limitation, Lots B, E, F and G. No parcel shall be graded in a manner that will in any way affect the drainage to or from a Lot or which would be in contravention to the engineering drawings or specifications which are a part of the Plat and which have been approved by and are on file with the Village. No Lot or parcel shall be increased in size by filling in the water it abuts. No rock, gravel, or clay shall be excavated or removed from any property for any commercial purposes, but may be removed for the purpose of construction only in accordance with Village ordinances, regulations and codes.

ARTICLE VII

Remedies

Section 1: The violation or breach of any provision of this Declaration, any Plat of Subdivision, any deed, conveyance, or other instrument executed by Declarant affecting lands in the Property, will not create a forfeiture, but will give the Declarant and, upon resignation, the Association, in addition to any other rights herein granted or otherwise available to it and under law, the right, in its discretion, to (a) enter on the Lot(s) on which such violation or breach exists and summarily abate, remove or correct at the expense of the applicable Owner, any structure, thing, or condition that may exist thereon contrary to the provisions of such instrument including specifically, without limitation, any nonconformity with approved plans, and the Declarant or the Association, as the case may be, and its agents, will not thereby be deemed guilty of any manner of trespass; or (b) remedy the same by appropriate legal proceedings, at law or in equity, including, without limitation, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof.

Section 2: In any proceeding arising because of an alleged default by an Owner, the Declarant or Association will be entitled to recover the costs of such proceeding, including, without limitation, reasonable attorneys' fees and interest at the rate of 8% per annum.

Section 3: All rights, remedies and privileges granted to the Association pursuant to this Declaration will be deemed to be cumulative, and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it

preclude the Declarant or Association from exercising such other or additional rights, remedies, or privileges as may be granted to it by this Declaration or at law or in equity.

Section 4: No restriction imposed hereby will be abrogated or waived by any failure to enforce any provision hereof, no matter how many violations or breaches may occur.

Section 5: The invalidity of any restriction hereby imposed, or of any provisions hereof, or of any part of such restriction or provision, will not impair or effect in any manner the validity, enforceability or effect of the rest of this Declaration.

ARTICLE VIII

Conveyances

Section 1: All conveyances of Lots are subject to this Declaration, the Homeowners Association, Village of Lindenhurst ordinances, all easements and other matters appearing of record and on the Plat of Subdivision, and other matters of record.

Section 2: Each Owner, and each grantee by the acceptance of a deed of conveyance of any Lot or any portion of the Property, accepts the Property subject to the provisions of this Declaration, including without limitation, the right of the Association to remedy any breach hereof by the actions specified under Article VII. All such provisions will run with the land and bind, apply to, and inure to the benefit of every Owner of any interest therein, and all persons claiming thereunder, as though the provisions of this Declaration were recited and stipulated at length in each deed of conveyance.

Section 3: No Owner shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such Owner shall be of any force or effect for any purpose.

Section 4: No Lot shall be transferred or conveyed after initial construction of improvements thereon until the Declarant or its successors has issued its written statement that the improvements are in conformance with previously approved architectural and landscape plans as provided for in Article V.

ARTICLE IX

Permits

Section 1: All fees for building permits or permits for water or sewer service and all school donations and structural, plumbing or other fees whatsoever affecting any Lot or the Property are to be paid by the Lot Owner, unless otherwise agreed to in writing by Declarant or its beneficiary or their successors and assigns. Any such agreement shall not be assignable unless expressly made so.

ARTICLE X

Miscellaneous Provisions

Section 1: If and to the extent that any of these covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George Bush, former President of the United States, living at the date of this Declaration.

Section 2: The provisions of this Declaration will be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community.

Section 3: All article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

Section 4: This Declaration may be amended from time to time, or terminated, as follows:

(a) Prior to the conveyance of any Property from the Declarant, by an instrument executed by the Declarant.

(b) After conveyance of any or all of the Property by Declarant, by an instrument having the affirmative assent or vote of not less than seventy-five percent (75%) of the outstanding Owners in the subdivision at the time of the amendment.

No amendment of the Declaration which in any manner affects the use of any

Lot, the Landscape and Easement Areas or Restricted Open Space may be made without first obtaining the consent of the Village. Each such instrument will be effective only upon being filed in the Office of the Recorder of Deeds of Lake County, Illinois

Section 5: In the event that an action is instituted to enforce any of the provisions contained in this Declaration, the Declarant or Association shall be entitled to recover from the other party thereto as part of any judgment in its favor, reasonable attorneys' fees, interest at the rate of 9% per annum and costs of such suit.

Section 6: This Declaration does not amend or modify nor is it intended to modify any engineering statements or any requirement of the respective ordinances of the Village or County of Lake, Illinois, dealing with the subdividing and planning of the Property or the design and the construction of all improvements, but is intended to create additional covenants and agreements for the purposes herein set forth.

Section 7: The Village is granted a perpetual easement, right and privilege to enter upon the Property herein for the purpose of providing police and fire protection services and maintaining all utilities and roadways accepted by the Village.

Section 8: Any notices required to be sent to any Member shall be deemed to have been properly sent when mailed, postage prepaid to the last known address of such Member as it appears on the records of the Association at the time of such mailing.

Section 9: All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa.

Section 10: In the event of any conflict between this Declaration and the by-laws or Articles of Incorporation of the Association, this Declaration shall control.

Section 11: Declarant or its beneficiary may by written document assign all rights hereunder (including without limitation the approval powers set forth in Article V), and delegate all of its duties, which survive the recording of this Declaration to a third party which acquires all or a majority of the Lots for resale, and thereafter Declarant shall have no further rights or obligations hereunder.

Section 12: This Agreement is executed by the undersigned, Chicago Title & Trust Company, not individually but solely as Trustee, as aforesaid, and said Trust Agreement is hereby made a part hereof and any claims against said Trustee which may result from the signing of this Agreement shall be payable only out of the trust property which is the subject of this Agreement, and it is expressly understood and agreed by the parties hereto, notwithstanding anything herein contained to the

contrary, that each and all of the undertakings and agreements herein made are made and intended not as personal undertakings and agreements of the Trustee or for the purpose of binding the Trustee personally, but this Agreement is executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee and no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforced against said Trustee on account of any undertaking or agreement herein contained, either expressed or implied.

DECLARANT: ^{the} Chicago ~~Trust~~ Trust Company, as trustee under trust no. 1101548

By: [Signature]

Its: Assistant V.P.

Attest: [Signature]

Its: Assistant Secretary

STATE OF ILLINOIS

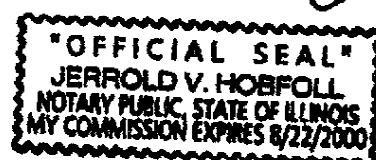
}
} SS.
}

COUNTY OF Lake

I, Jerald V. Wolschell, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Charles [Signature] (Trust Officer) of Chicago ~~Fiduciary~~ Trust Company as trustee under no. 1101548, and Barbara A. Horem (Trust Officer) of said trust company 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 trust company, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that he, as custodian of the corporate seal of said trust company, did affix the said corporate seal of said trust company to said instrument as his own free and voluntary act and as the free and voluntary act of said trust company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 19 day of June,
1997.

Jerrold V. Hobfoll
NOTARY PUBLIC



CONSENTED TO: First of America
Bank, Northeast Illinois, N.A., an Illinois
banking corporation, in its individual
capacity as mortgagee

By: [Signature]

Its: V.P.

Mail to: Scott Salgan
810 S. Waukegan Rd
Lake Forest, Ill. 60045