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Stephen W. Eggen
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**DECLARATION FOR GLENEAGLE FARM
SINGLE FAMILY HOMES**

FIRST AMERICAN TITLE INSURANCE
COMPANY
One Constitution Drive Suite 2
Aurora, IL 60506

NOTE: BLANKS IN SECTION 6.08 AND 8.05
EXHIBITS A AND B ARE INCOMPLETE

DECLARATION FOR GLENEAGLE FARM
SINGLE FAMILY HOMES

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DECLARATION FOR GLENEAGLE FARM
SINGLE FAMILY HOMES

This Declaration is made by Oak Brook Bank, as Trustee under Trust Agreement dated January 4, 1995, and known as Trust No. 2743 ("Declarant").

R E C I T A L S

Declarant is the record title holder of a portion of the Development Area which is legally described in Exhibit A hereto. Some or all of the Development Area shall be the subject of a phase development called "Gleneagle Farm" (the "Development").

Initially, the Declarant shall subject the real estate which is legally described in Exhibit B hereto to the provisions of this Declaration as the Premises. From time to time the Declarant may subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as more fully described in Article Twelve. Nothing in this Declaration shall be construed to require the Declarant to subject additional portions of the Development Area to the provisions of this Declaration. Those portions of the Development Area which are not made subject to the provisions of this Declaration as Premises may be used for any purposes not prohibited by law.

Certain portions of the Premises are designated as Dwelling Units and other portions are designated as Community Area. The Declarant has formed (or will form) the Association under the Illinois General Not-For-Profit Corporation Act. The Association shall have the responsibility for administering and maintaining the Community Area and shall set budgets and fix assessments to pay the expenses incurred in connection with such responsibilities and duties. Each Owner of a Dwelling Unit shall be a member of the Association and shall be responsible for paying assessments with respect to the Dwelling Unit owned by such Owner.

If all of the Community Area is dedicated or conveyed to governmental agencies, then the Association may be dissolved as provided in Section 5.04 hereof.

During the construction and marketing of the Development, the Declarant shall retain certain rights set forth in this Declaration, which rights shall include, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, as more fully described in Article Nine, the right to come upon the Premises in connection with Declarant's efforts to sell Dwelling Units and other rights reserved in Article Nine.

NOW, THEREFORE, the Declarant hereby declares as follows:

ARTICLE ONE
Definitions

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

1.01 ASSOCIATION: The Gleneagle Farm Homeowners Association, an Illinois not-for-profit corporation, its successors and assigns.

1.02 BOARD: The board of directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article Five.

1.03 BY-LAWS: The By-Laws of the Association.

1.04 CHARGES: The Community Assessment, any special assessment levied by the Association and/or any other charges or payments which an Owner is required to pay or for which an Owner is liable under this Declaration or the By-Laws.

1.05 COMMUNITY AREA: Those portions of the Premises which are described and designated as "Community Area" in Exhibit B hereto, together with all improvements located above and below the ground and rights appurtenant thereto. The Community Area shall generally include open space, landscaped areas and detention areas and shall not include any Dwelling Units.

1.06 COMMUNITY ASSESSMENT: The amounts which the Association shall assess and collect from the Owners to pay the Community Expenses and accumulate reserves for such expenses, as more fully described in Article Six.

1.07 COMMUNITY EXPENSES: The expenses of administration (including management and professional services), operation, maintenance, repair, replacement and landscaping of the Community Area; the cost of insurance for the Community Area; the cost of general and special real estate taxes and assessments levied or assessed against the Community Area owned by the Association; the cost of, and the expenses incurred for, the maintenance, repair and replacement of personal property acquired and used by the Association in connection with the maintenance of the Community Area; and any expenses designated as Community Expenses by this Declaration.

1.08 COUNTY: Kane County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the County as of the Recording of this Declaration.

1.09 DECLARANT: Oak Brook Bank, as Trustee under Trust Agreement dated January 4, 1995 and known as Trust No. 2743, its successors and assigns.

1.10 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.11 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and no covenants, conditions, restrictions, easements, liens or changes shall attach to any part of the real estate described therein, except to the extent that portions thereof are described in Exhibit B and expressly made subject to the provisions of this Declaration as part of the Premises. Any portions of the Development Area which are not made subject to the provisions of this Declaration as part of the Premises may be developed and used for any purposes not prohibited by law, including, without limitation, as a residential development which is administered separate from the Development.

1.12 DWELLING UNIT: A portion of the Premises which is designated in Exhibit B hereto as a Dwelling Unit.

1.13 MORTGAGEE: The holder of a bona fide first mortgage, first trust deed or equivalent security interest covering a Dwelling Unit.

1.14 NON-OWNER: A person other than an Owner or a Resident.

1.15 OPEN SPACE AREAS. Those portions of the Premises which are designated as "Open Space Areas" on a plat of subdivision recorded from time to time with respect to a portion of the Premises.

1.16 OWNER: A Record owner, whether one or more persons, of fee simple title to a Dwelling Unit, including contract seller, but excluding those having such interest merely as security for the performance of an obligation. The Declarant shall be deemed to be an Owner with respect to each Dwelling Unit owned by the Declarant.

1.17 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.18 PREMISES: The real estate which is legally described in Exhibit B hereto, as amended or supplemented from time to time, with all improvements thereon and rights appurtenant thereto.

1.19 RECORD: To record in the office of the Recorder of Deeds for the County.

1.20 RESIDENT: An individual who resides in a Home.

1.21 TURNOVER DATE: The date on which the rights of the Declarant to designate the members of the Board are terminated under Section 9.05.

1.22 VILLAGE: The Village of Carpentersville, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the Village as of the Recording of this Declaration.

1.23 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Five.

ARTICLE TWO
Scope of Declaration

2.01 PROPERTY SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declarant reserves the right to add additional real estate to the terms of this Declaration as more fully provided in Article Twelve.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in any part of the Premises. Reference in any deed of conveyance, lease, mortgage, trust deed, other evidence of obligation, or other instrument to the provisions of this Declaration shall be sufficient to create and reserve all of the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, benefits and privileges which are granted, created, reserved, or declared by this Declaration, as fully and completely as though they were set forth in their entirety in any such document.

2.03 DURATION: Except as otherwise specifically provided herein the covenants, conditions, restrictions, easements, reservations, liens, and charges, which are granted, created, reserved or declared by this Declaration shall be appurtenant to and shall run with and bind the land for a period of forty (40) years from the date of Recording of this Declaration and for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part by a Recorded instrument executed by the Owner of not less than three-fourths (3/4) of the Dwelling Units then subject to the Declaration.

ARTICLE THREE
Maintenance of the Community Area

3.01 IN GENERAL: The restrictions and limitations contained in this Article shall be subject to the rights of the Declarant set forth in Article Nine.

3.02 OWNERSHIP: The Community Area shall be conveyed to the Association by Declarant free and clear of any mortgage or trust deed whatsoever on or before the Turnover

Date; provided, that, if any Community Area is made subject to this Declaration after the Turnover Date, such Community Area shall be conveyed to the Association free and clear of any mortgage or trust deed whatsoever simultaneously with such Community Area being made subject to this Declaration. The Association shall be responsible for the payment of any and all Community Expenses in connection with the Community Area, including, without limitation, real estate taxes, if any, and property damage and public liability insurance premiums.

3.03 RIGHT OF ENJOYMENT: Each Owner shall have the non-exclusive right and easement to use and enjoy the Community Area. Such rights and easements shall run with the land, be appurtenant to and pass with title to every Dwelling Unit, and shall be subject to and governed by the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association.

3.04 DELEGATION OF USE: Subject to the provisions of this Declaration, the By-Laws, and the reasonable rules and regulations from time to time adopted by the Association, any Owner may delegate his right to use and enjoy the Community Area and the Owner's Dwelling Unit to Residents of his Dwelling Unit. An Owner shall delegate such rights to tenants and contract purchasers of the Dwelling Unit who are Residents.

3.05 MAINTENANCE, REPAIR AND REPLACEMENT:

(a) Maintenance, repairs and replacements of the Community Area shall be furnished by the Association, and shall include, without limitation, the following:

(1) added planting, replanting, care and maintenance of trees, shrubs, flowers, grass and all other landscaping on the Community Area;

(2) maintenance, repair and replacement of detention areas and improvements on the Community Area including storm sewer pipes and other structures; and

(3) maintenance, repair and replacement of monument signs on the Community Area or on easement areas on a portion of a Dwelling Unit.

The cost of any such maintenance, repairs and replacement shall be Community Expenses.

(b) Although not part of the Community Area, each island within each cul-de-sac and the parkway area within the center portion of the right-of-way of the length of the entrance boulevard (street) shall be maintained, repaired and replaced by the Association as though it were included within the definition of Community Area. Failure to maintain in good condition, repair when conditions indicate repair work is desired, and/or replace these areas, shall be subject to the same rights, lien rights, procedures, notices, attorney fees, and amendment restriction, etc., granted or reserved to Village in paragraph 3.08 hereof. This

paragraph may not be amended without approval of Village notwithstanding any other provision of this Declaration.

3.06 ALTERATIONS, ADDITIONS OR IMPROVEMENTS: No alterations, additions or improvements shall be made to the Community Area without the prior approval of the Board. The Association may cause alterations, additions or improvements to be made to the Community Area, and the cost thereof shall be paid from a special assessment, as more fully described in Section 6.05; except, that, any such alteration, addition or improvement which shall cost more than four (4) months assessments then in effect under the then current budget shall be approved in advance at a special meeting of the Owners.

3.07 COST SHARING: Portions of the Development Area may be improved with different types of housing. If this occurs, then it is likely that an association will be created to administer each different type of housing. Each such association may be made responsible for maintaining portions of the open space on the Development Area. The Declarant may deem it to be appropriate for the various associations to share certain maintenance costs with respect of the open space. Such cost sharing may be provided for in the declarations which govern the affected associations or in agreements entered into between the associations.

3.08 RIGHTS OF VILLAGE:

(a) The Village shall have the right, but not the obligation, to enforce covenants or obligations of Declarant, Association, or the Owners of the Dwelling Units as defined and provided for within this Declaration, and further shall have the right, upon thirty (30) days prior written notice specifying the nature of a default, to enter upon the Community Area and cure such default, or cause the same to be cured at the costs and expense of the defaulting party. The Village also shall have the right to charge or place a lien upon the property of the defaulting party, for the repayment of such costs and expenses, including reasonable attorneys' fees in enforcing such obligations; provided, that, any lien on a Dwelling Unit shall be subordinate to a first mortgage or first trust deed recorded with respect to the Dwelling Unit prior to such time as the lien arises.

(b) In the event that the Association, fails to or refuses to perform maintenance or repair work on any portion of the storm sewers, retaining walls, or detention areas located on the Community Area, within a reasonable period of time after written notice from the Village to do so, the appropriate employees and agents of the Village shall have the right, but not the obligation, to enter upon the Community Area or storm sewers, retaining walls, or detention areas from time to time as may be necessary to perform said repair and maintenance work at the cost of the Association. In such event, the Village of Carpentersville shall have a lien upon the Community Areas and the Dwelling Units for the reasonable cost and expense of the work performed by it. The lien with respect to each Dwelling Unit shall be subordinate to a first mortgage or first trust deed recorded with respect to the Dwelling unit prior to such time as the lien arises and shall be equal to the amount owed to the Village divided by the number of Dwelling Units. Upon payment of the amount of the lien by an Owner, the Village shall

deliver a recordable release of the lien with respect to the Dwelling Unit. Any such lien may be foreclosed and enforced by the Village, which may also recover all reasonable costs and attorney's fees in so doing, in the manner provided by law. Upon the recording of this Declaration, the initial Board and all subsequent Boards, upon accepting their respective offices, and all Dwelling Units Owners, upon acquiring title to their respective Units, shall be bound by, and are deemed to consent to, the provisions of this Subsection (b).

(c) This Section may not be amended without the approval of the Village notwithstanding any other provision of this Declaration.

ARTICLE FOUR Insurance/Condemnation

4.01 COMMUNITY AREA INSURANCE:

(a) The Association shall have the authority to and shall obtain fire and all risk coverage insurance covering the improvements, if any, to the Community Area (based on current replacement cost for the full insurable replacement value) of such improvements.

(b) The Association shall have the authority to and shall obtain 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 workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its directors and officers, the Declarant, the managing agent, if any, and their respective employees and agents, as their interests may appear, from liability resulting from an occurrence on or in connection with, the Community Area. The Board may, in its discretion, obtain any other insurance which it deems advisable including, without limitation, insurance covering the directors and officers from liability for good faith actions beyond the scope of their respective authorities and covering the indemnity set forth in Section 5.06. Such insurance coverage shall include cross liability claims of one or more insured parties.

(c) Fidelity bonds indemnifying the Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Association or of any other person handling funds of the Association may be obtained by the Association in such amounts as the Board may deem desirable.

(d) The premiums for any insurance obtained under this Section shall be Community Expenses.

4.02 CONDEMNATION: In the case of a taking or condemnation by competent authority of any part of the Community Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with any Community Area Capital Reserve being held for such part of the Community Area, shall, in the discretion of the Board, either (i) be applied to pay the Community Expenses, (ii) be distributed to the Owners

and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Community Area under this Declaration. Any acquisition by the Association pursuant to this Section of real estate which shall become Community Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Association and Recorded.

ARTICLE FIVE
The Association

5.01 IN GENERAL: Declarant has caused or shall cause the Association to be incorporated as a not-for-profit corporation under Illinois law. The Association shall be the governing body for all of the Owners for the limited purposes of the administration, operation, maintenance, repair and replacement of the Community Area.

5.02 MEMBERSHIP Each Owner shall be a member of the Association. There shall be one membership per Dwelling Unit. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Association shall be given written notice of the change of ownership of a Dwelling Unit within ten (10) days after such change.

5.03 VOTING MEMBERS: Subject to the provisions of Section 9.05, voting rights of the members of the Association shall be vested exclusively in the Voting Members. One individual shall be designated as the "Voting Member" for each Dwelling Unit. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners. If the Record ownership of a Dwelling Unit shall be in more than one person, or if an Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member for the Dwelling Unit shall be designated by such Owner or Owners in writing to the Board and if in the case of multiple individual Owners no designation is given, then the Board at its election may recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit.

5.04 BOARD: Subject to the rights retained by the Declarant under Section 9.05, the Board shall consist of that number of members provided for in the By-Laws, each of whom shall be an Owner or Voting Member.

5.05 VOTING RIGHTS: Prior to the Turnover Date, all of the voting rights at each meeting of the Association shall be vested exclusively in the Declarant and the Owners shall have no voting rights. From and after the Turnover Date, all of the voting rights at any meeting of the Association shall be vested in the Voting Members and each Voting Member shall have one vote for each Dwelling Unit which the Voting Member represents. From and after the Turnover Date any action may be taken by the Voting Members at any meeting at which a quorum is present (as provided in the By-Laws) upon an affirmative vote of a

majority by the Voting Members present at such meeting, except as otherwise provided herein or in the By-Laws.

5.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor the officers of the Association shall be personally liable to the Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors and officers except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Association shall indemnify and hold harmless the Declarant, Declarant and each of the directors and officers, his heirs, executors or administrators, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other in which any such director may be involved by virtue of such person being or having been such director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as such director or officer.

5.07 MANAGING AGENT: The Declarant (or an entity controlled by the Declarant) may be engaged by the Association to act as the managing agent for the Association and as managing agent shall be paid a reasonable fee for its services as fixed by a written agreement between the Association and the Declarant (or an entity controlled by the Declarant). Any management agreement entered into by the Association prior to the Turnover Date shall have a term of not more than two years and shall be terminable by the Association without payment of a termination fee on 90 days written notice.

5.08 DISSOLUTION. Although it is currently anticipated that the Association will own and maintain the Community Area, it is possible that a governmental agency may accept a dedication or conveyance of all of the Community Area and accept responsibility for maintenance, repair and replacement of the Community Area. If that occurs, then at the option of the Declarant (which may be exercised at any time prior to the Turnover Date) or at the option of the members of the Association (which may be exercised by action of the members after the Turnover Date), the Association shall be dissolved and liquidated and thereafter the provisions of this Declaration which deal with the powers and duties of the Association shall be null and void and of no further force and effect. Any distribution of

assets of the Association shall be made to the Owners of Dwelling Units in equal amounts for each Dwelling Unit owned.

5.09 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the Dwelling Units to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover Charges or to foreclose a lien for unpaid Charges) or (b) counterclaims brought by the Association in proceedings instituted against it.

ARTICLE SIX Assessments

6.01 PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be limited to the purposes of maintaining the Community Area, administering the affairs of the Association, paying the Community Expenses, and accumulating reserves for any such expenses.

6.02 COMMUNITY ASSESSMENT: Each year on or before December 1, the Board shall adopt and furnish each Owner with a budget for the ensuing calendar year, which shall show the following with reasonable explanations and itemizations:

- (1) The estimated Community Expenses;
- (2) The estimated amount, if any, to maintain adequate reserves for Community Expenses including, without limitation, amounts to maintain the Capital Reserve;
- (3) The estimated net available cash receipts from the operation and use of the Community Area, plus estimated excess funds, if any, from the current year's assessments;
- (4) The amount of the "Community Assessment" payable by the Owners, which is hereby defined as the amount determined in (1) above, plus the amount determined in (2) above, minus the amount determined in (3) above;
- (5) That portion of the Community Assessment which shall be payable with respect to the ensuing calendar year by the Owner of each Dwelling Unit which is subject to assessment hereunder, which shall be equal to the Community Assessment divided by the number of Dwelling Units, so that each Owner shall pay equal Community Assessments for each Dwelling Unit owned. The Community Assessment

shall be paid in periodic installments as determined by the Board from time to time, but no less frequently than once each calendar year.

Anything in this Section to the contrary notwithstanding, during the Initial Development Period the assessment procedure set forth in Section 6.08 shall apply and the budget provided for in this Section need not disclose the information called for in Subsection (5) above, although the budget shall disclose the portion of each Owner's share of the Community Assessment which shall be added to the Capital Reserve.

6.03 PAYMENT OF COMMUNITY ASSESSMENT: Each Owner of a Dwelling Unit which is subject to assessment shall pay to the Association, or as the Board may direct, that portion of the Community Assessment which is payable by each Owner of a Dwelling Unit under Section 6.02(5) or Section 6.08, as applicable, at such times as the Board shall determine from time to time.

6.04 REVISED ASSESSMENT: If after the Initial Development period the Community Assessment proves inadequate for any reason (including nonpayment of any Owner's assessment) or proves to exceed funds reasonably needed, then the Board may increase or decrease the assessment payable under Section 6.02(5) by giving written notice thereof (together with a revised budget and explanation for the adjustment) to each Owner not less than ten (10) days prior to the effective date of the revised assessment.

6.05 SPECIAL ASSESSMENT: After the Initial Development Period (defined in Section 6.08 below) the Board may levy a special assessment as provided in this Section (i) to pay (or build up reserves to pay) expenses other than Community Expenses incurred (or to be incurred) by the Association from time to time for a specific purpose including, without limitation, to make alterations, additions or improvements to the Community Area, or any other property owned or maintained by the Association; or (ii) to cover an unanticipated deficit under the prior year's budget. Any special assessment shall be levied against all of Dwelling Units in equal shares. No special assessment shall be adopted without the affirmative vote of Voting Members representing at least two-thirds (2/3) of the votes cast on the question. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the specific purpose and reasons therefor in reasonable detail, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.06 CAPITAL RESERVE: The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Community Area (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Community Area and other property owned by the Association and periodic projections of the

cost of anticipated major repairs or replacements to the Community Area and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the Community Assessment which shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Association equal to such percentages multiplied by each installment of the Community Assessment paid by such Owner.

6.07 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the first sale of a Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to one sixth of the Community Assessment at the rate which shall become effective with respect to the Dwelling Unit as of the closing. Said amount shall be held and used by the Association for its working capital needs.

6.08 ASSESSMENTS DURING INITIAL DEVELOPMENT PERIOD: Anything herein to the contrary notwithstanding, from the date of the Recording of this Declaration until the first meeting of the Voting Members after the Turnover Date (the "Initial Development Period"), the assessment procedure set forth in this Section shall apply.

(a) The Index. For purposes hereof: (i) The "Index" shall be the level of the most recently published Consumer Price Index, United States City Average, All Urban Consumers, All Items (1982-84 = 100) as published from time to time by the Bureau of Labor Statistics or if the Index shall cease being published, such other index or standard designated by the Declarant, in its discretion, as shall most nearly approximate the measurements theretofore made by the Index shall be used as the Index hereunder and the Index Base Level (hereinafter defined) shall be adjusted accordingly; (ii) the "Index Base Level" shall be ____; and (iii) the "Index Ratio" shall be a fraction, the numerator of which shall be the most recently published level of the Index and the denominator of which shall be the Index Base Level.

(b) Owner's Obligations. Each year or portion thereof during the Initial Development Period each Owner (other than the Declarant) shall pay as his Community Assessment with respect to each Dwelling Unit owned by the Owner, the amount designated from time to time by the Board, which amount, on an annualized basis, shall not be greater than \$ _____ multiplied by the Index Ratio. Payments shall be made periodically as determined by the Board from time to time, but not less frequently than once each year. Out of each such payment, the Association shall add that portion of the payment which is designated in the budget as a capital contribution under Section 6.06 to the Capital Reserve. The balance of each such payment shall be used by the Association to pay the Community Expenses.

(c) Declarant's Obligation. During the Initial Development Period the Declarant shall not be obligated to pay any amounts to the Association as a Community Assessment except as provided in this Subsection. The Declarant shall

pay to the Association the aggregate excess, if any, of the Community Expenses incurred and paid during the Initial Development Period over the aggregate amounts assessed to the Owners (other than Declarant) for use by the Association for the payment of Community Expenses under Subsection (b) during the Initial Development Period. The Declarant shall not be responsible for the payment of any amounts to the Capital Reserve during the Initial Development Period. The Declarant shall make such payments to the Association as needed during such period and a final accounting shall be made between Declarant and the Association within 180 days after the end of the Initial Development Period. If Declarant fails to pay any amounts due under this Subsection (c), the amount thereof shall be a lien against Dwelling Units owned by Declarant as provided in Article Seven.

6.09 PAYMENT OF ASSESSMENTS: Assessments levied by the Association shall be collected from each Owner by the Association and shall be a lien on the Owner's Dwelling Unit and also shall be a personal obligation of the Owner in favor of the Association, all as more fully set forth in Article Seven.

ARTICLE SEVEN
Collection of Charges and
Remedies for Breach or Violation

7.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant hereby covenants, and each Owner of a Dwelling Unit by acceptance of a deed therefor (whether or not it shall be so expressed in any such deed or other conveyance) shall be and is deemed to covenant and hereby agrees to pay to the Association all Charges made with respect to the Owner on the Owner's Dwelling Unit. Each Charge, together with interest thereon and reasonable costs of collection, if any, as hereinafter provided, shall be a continuing lien upon the Dwelling Unit against which such Charge is made and also shall be the personal obligation of the Owner of the Dwelling Unit at the time when the Charge becomes due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Association.

7.02 COLLECTION OF CHARGES: The Association shall collect from each Owner all Charges payable by such Owner under this Declaration.

7.03 NON-PAYMENT OF CHARGES: Any Charge which is not paid to the Association when due shall be deemed delinquent. Any Charge which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Owner personally obligated to pay the Charge to recover the Charge (together with interest, costs and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge and included in any judgment rendered in such action), and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any

installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Dwelling Unit.

7.04 LIEN FOR CHARGES SUBORDINATED TO MORTGAGES: The lien for Charges, provided for in Section 7.01, shall be subordinate to the Mortgagee's mortgage on the Dwelling Unit which was Recorded prior to the date that any such Charge became due. Except as hereinafter provided, the lien for Charges, provided for in Section 7.01, shall not be affected by any sale or transfer of a Dwelling Unit. Where title to a Dwelling Unit is transferred pursuant to a decree of foreclosure of the Mortgagee's mortgage or by deed or assignment in lieu of foreclosure of the Mortgagee's mortgage, such transfer of title shall extinguish the lien for unpaid Charges which became due prior to the date of the transfer of title. However, the transferee of the Dwelling Unit shall be personally liable for his share of the Charges with respect to which a lien against his Dwelling Unit has been extinguished pursuant to the preceding sentence where such Charges are reallocated among all the Owners pursuant to a subsequently adopted annual or revised Community Assessment or special assessment, and non-payment thereof shall result in a lien against the transferee's Dwelling Unit, as provided in this Article.

7.05 SELF-HELP BY BOARD: In the event of a violation or breach by an Owner of the provisions, covenants or restrictions of the Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, then the Board, upon not less than ten (10) days' prior written notice to the Owner, shall have the right to enter upon that part of the Premises where the violation or breach exists to remove or rectify the violation or breach; provided, that, if the violation or breach exists within a Home, judicial proceedings must be instituted before any items of construction can be altered or demolished.

7.06 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, to enforce any of the provisions contained in this Declaration or any rules and regulations adopted hereunder the Board may levy a fine or the Board may bring an action at law or in equity by the Association against any person or persons violating or attempting to violate any such provision, either to restrain such violation, require performance thereof, to recover sums due or payable or to recover damages or fines, and against the land to enforce any lien created hereunder; and failure by the Association or any Owner to enforce any provision shall in no event be deemed a waiver of the right to do so thereafter.

7.07 COSTS AND EXPENSES: All costs and expenses incurred by the Board in connection with any action, proceedings or self-help in connection with exercise of its rights and remedies under this Article, including, without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen percent (18%) per annum or the maximum rate permitted by law, whichever is less, until paid, shall be charged to and assessed against the defaulting

Owner, and the Association shall have a lien for all the same, upon his Dwelling Unit as provided in Section 7.01.

7.08 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Dwelling Unit to enforce any lien created hereunder.

ARTICLE EIGHT Use Restrictions

8.01 INDUSTRY/SIGNS: No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area, except as permitted by the Board or as permitted under Article Nine.

8.02 UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Community Area. The Community Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon.

8.03 OBSTRUCTIONS: Except as permitted under Section 9.03 there shall be no obstruction of the Community Area, and nothing shall be stored in the Community Area without the prior written consent of the Board.

8.04 NO NUISANCE: No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

8.05 OPEN SPACE AREAS. Unless otherwise hereafter approved by a majority vote of the President and Board of Trustees of the Village at the request of the owner or owners of the Open Space Area or any portion thereof, the Open Space Area shall be used only for open space and open area purposes, which include the following "permitted uses": park or other recreational uses and areas (including but not limited to playgrounds, swimming pools, tot lots, tennis courts and ball fields); agricultural uses; resource protection; storm water retention, detention, storage, transmission and drainage uses; underground public utilities (including water, stormwater, sanitary sewer, telephone, electric and gas) mains, pipes, conduit, tile and facilities, and all above ground manholes, pedestals, boxes, equipment, valves and other facilities which are appurtenant thereto; garden plots; front, side and/or backyards in any platted lot; landscape areas; natural areas; greenway areas; bicycle paths; footpaths; streets and driveways. No structures or facilities shall be constructed in or upon the Open Space Area unless hereafter approved by a majority vote of the President and Board of Trustees of the

Village at the written request of the owner or owners of the Open Space Area or the applicable portion thereof; provided, however, that there shall be reserved to the owner or owners of the Open Space Area or any portion thereof the right to construct and install in any portion of the Open Space Area structures and/or facilities other than residential dwelling units, which are incidental or appropriate for the permitted uses referred to hereinabove, without approval of a majority vote of the President and Board of Trustees of the Village as aforesaid. No residential dwelling units shall be constructed upon any portion of the Open Space Area included in any platted lot; provided, however, any portion of the Open Space Area included in a platted lot may be used to satisfy any requirements in ordinances and regulations of the Village in respect of the development and/or platting of property including, but not limited to, minimum lot areas, open space and required yards. Notwithstanding anything contained herein to the contrary, the construction and installation of any structures and/or facilities in the Open Space Area in accordance with this Section shall be subject to the applicable provisions and procedures set forth in the ordinances and regulations of the Village, as modified by that certain Annexation Agreement entered into by the Village in accordance with Ordinance No. 92-40.

ARTICLE NINE

Declarant's Reserved Rights and Special Provisions Covering Development Period

9.01 IN GENERAL: In addition to any rights or powers reserved to the Declarant under the provisions of this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. Anything in this Declaration or the By-Laws to the contrary notwithstanding, the provisions set forth in this Article shall govern.

9.02 PROMOTION OF PROJECT: In connection with the promotion, sale or rental of any improvements upon the Development Area: (i) the Declarant shall have the right and power, within its sole discretion, to construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Premises as the Declarant may, from time to time, determine to be necessary or advisable, including, without limitation, the right to construct and maintain model Homes, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable; and (ii) Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Community Area, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any unit owned by it or the Declarant to any person or entity which it deems appropriate in its sole discretion.

9.03 CONSTRUCTION ON PREMISES: In connection with the construction of improvements to any part of the Premises, the Declarant, its agents and contractors, shall have the right, at the Declarant's own expense, (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent

improvements to any structure which shall contain Homes or the Community Area which the Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors, shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment, materials and soil stockpiles on the Premises without the payment of any fee or charge whatsoever.

9.04 GRANT OF EASEMENTS AND DEDICATIONS: Declarant shall have the right to dedicate portions of the Community Area to the County, the Village or any municipality or other governmental authority which has jurisdiction over such portions, subject to written acceptance by the authority to which the dedication is made. Declarant shall also have the right to reserve or grant easements over the Community Area to any governmental authority, public utility or private utility for the installation and maintenance of electrical and telephone conduit and lines, gas, sewer or water lines, or any other utility services.

9.05 DEVELOPER CONTROL OF ASSOCIATION: The first and all subsequent Boards shall consist solely of three (3) persons from time to time designated by the Declarant, which persons may, but need not, be members under Section 5.02. Declarant's rights under this Section to designate the members of the Board shall terminate on the first to occur of (i) such time as Declarant no longer holds or controls title to any part of the Premises, (ii) the giving of written notice by Declarant to the Association of Declarant's election to terminate such rights, or (iii) ten (10) years from the date of Recording hereof. The date on which the Declarant's rights under this Section shall terminate shall be referred to as the "Turnover Date". From and after the Turnover Date, the Board shall be constituted and elected as provided in the By-Laws. Prior to the Turnover Date all of the voting rights at each meeting of the Owners shall be vested exclusively in the Declarant and the Owners shall have no voting rights.

9.06 OTHER RIGHTS: The Declarant shall have the right and power to execute all documents and do all other acts and things affecting the Premises which, in Declarant's opinion, are necessary or desirable in connection with the rights of Declarant under this Declaration.

9.07 ASSIGNMENT BY DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure, or otherwise) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No such successor assignee of the rights of Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

ARTICLE TEN
Amendment

10.01 SPECIAL AMENDMENTS: Anything herein to the contrary notwithstanding, Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct errors in the Declaration or any Exhibit, or (iv) to bring the Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to make, execute and Record Special Amendments. The right and power to make Special Amendments hereunder shall terminate at such time as Declarant no longer holds or controls title to a portion of the Premises.

10.02 AMENDMENT: Subject to Section 10.01 and Article Eleven, the provisions of this Declaration may be amended, abolished, modified, enlarged, or otherwise changed in whole or in part by the affirmative vote of Voting Members representing at least Seventy-Five percent of the total votes or by an instrument executed by Owners of at least Seventy-Five Percent (75%) of the Dwelling Units; except, that (i) the provisions of this Section 10.02 may be amended only by an instrument executed by all of the Owners and all Mortgagees, (ii) Article Nine or any other provisions relating to the rights of Declarant may be amended only upon the written consent of the Declarant, (iii) no amendment to the Declaration which changes the ratio of assessments against Owners shall become effective without the consent of all Mortgagees, and (iv) no amendment which expands the purposes of the Association, expands the definition of the Community Expenses or expands the purpose of assessments shall become effective without the consent of all Mortgagees. No amendment which removes Premises from the provisions of this Declaration shall be effective if as a result of such removal, an Owner of a Dwelling Unit shall no longer have the legal access to a public way from his Dwelling Unit. No amendment shall become effective until properly Recorded.

ARTICLE ELEVEN
Mortgagees Rights

11.01 NOTICE TO MORTGAGEES: Upon the specific, written request of Mortgagee or the insurer or guarantor of a Mortgagee's mortgage, such party shall receive some or all of the following:

(a) Copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Association to the Owner of the Dwelling Unit covered by the Mortgagee's mortgage;

(b) Any audited or unaudited financial statements of the Association which are prepared for the Association and distributed to the Owners; provided, that, if an audited statement is not available, then upon the written request of the holder, insurer or guarantor of a Mortgage, the Association shall permit such party to have an audited statement for the preceding fiscal year of the Association prepared at such party's expense;

(c) Copies of notices of meetings of the Owners;

(d) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Community Area.

(f) Notice of any default by the Owner of the Dwelling Unit which is subject to the Mortgagee's mortgage under this Declaration, the By-Laws or the rules and regulations of the Association which is not cured within 30 days of the date of the default;

(g) The right to examine the books and records of the Association at any reasonable times; and

(h) A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

The request of any such party shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Association.

11.02 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of damage to, or destruction of, any part of the Community Area or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Community Area, any such distribution shall be made to the Owners and their respective Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the Mortgagee of a Dwelling Unit with respect to any such

distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Association the right (i) to apply insurance proceeds to repair or replace damaged Community Area or (ii) to apply proceeds of any award or settlement as a result of eminent domain proceedings as provided in Article Four.

ARTICLE TWELVE
Annexing Additional Property

12.01 IN GENERAL: Declarant reserves the right at any time and from time to time prior to ten (10) years from the date of Recording of this Declaration to annex, add and subject additional portions of the Development Area to the provisions of this Declaration as additional Premises by recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. Any portion of the Development Area which is subjected to this Declaration by a Supplemental Declaration shall be referred to as "Added Premises"; any portion of any Added Premises which is made part of the Community Area shall be referred to as "Added Community Area"; and any Dwelling Units contained in the Added Premises shall be referred to as "Added Dwelling Units". After the expiration of said ten (10) year period, Declarant may exercise the rights described herein to annex, add and subject additional portions of the Development Area to the provisions of this Declaration, provided that the consent the Owners (by number) of two-thirds (2/3) of all Dwelling Units then subject to this Declaration is first obtained.

12.02 POWER TO AMEND: Declarant hereby retains the right and power to Record a Supplemental Declaration, at any time and from time to time as provided in Section 12.01, which amends or supplements Exhibit B. Exhibit B may only be amended or supplemented pursuant to this Article to add portions of the Development Area to Exhibit B and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the Recording of such Supplemental Declaration. A Supplemental Declaration may contain such additional provisions affecting the use of the Added Premises or the rights and obligations of owners of any part or parts of the Added Premises as the Declarant deems necessary or appropriate.

12.03 EFFECT OF SUPPLEMENTAL DECLARATION: Upon the Recording of a Supplemental Declaration by Declarant which annexes and subjects Added Premises, Added Community Area, or Added Dwelling Units to this Declaration, as provided in this Article, then:

(a) The easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Premises and inure to the benefit of and be binding on any Person having at any time any interest or estate in the Added Premises in the same manner, to the same extent and with the same force and effect that this Declaration applies to the Premises, and Persons having an interest or estate in the Premises, subjected to this Declaration prior to the date of the Recording of the Supplemental Declaration;

(b) Every Owner of an Added Dwelling Unit shall be a member of the Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of Dwelling Unit immediately prior to the Recording of such Supplemental Declaration;

(c) In all other respects, all of the provisions of this Declaration shall include and apply to the Added Premises (including the Added Community Area or the Added Dwelling Units, if any) made subject to this Declaration by any such Supplemental Declaration and the Owners, mortgagees, and lessees thereof, with equal meaning and of like force and effect and the same as if such Added Premises were subjected to this Declaration at the time of the Recording hereof;

(d) The Recording of each Supplemental Declaration shall not alter the amount of the lien for any Charges made to a Dwelling Unit or its Owner prior to such Recording;

(e) The Declarant shall have and enjoy with respect to the Added Premises all rights, powers and easements reserved by the Declarant in this Declaration, plus any additional rights, powers and easements set forth in the Supplemental Declaration; and

(f) Each Owner of an Added Dwelling Unit which is subject to assessment hereunder shall be responsible for the payment of the Community Assessment pursuant to Section 6.02(5) or Section 6.08, as the case may be, but shall not be responsible for the payment of any special assessment which was levied prior to the time that the Added Dwelling Unit became subject to assessment hereunder.

ARTICLE THIRTEEN

Miscellaneous

13.01 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent when (i) mailed, postage prepaid, to his or its last known address as it appears on the records of the Association at the time of such mailing or (ii) when delivered personally to his Dwelling Unit.

13.02 CAPTIONS: The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

13.03 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions, or reservations, by legislation, judgment or court order

shall in no way affect any other provisions of this Declaration which shall, and all other provisions, remain in full force and effect.

13.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George Bush, the former President of the United States.

13.05 TITLE HOLDING LAND TRUST: In the event title to any Dwelling Unit is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all Charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Unit. 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 Dwelling Unit and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Unit.

DATED: June 19, 19 95

This instrument is executed by OAK BROOK BANK, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by OAK BROOK BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against OAK BROOK BANK by reason of any of the covenants, statements, representations or warranties contained in this instrument.

DECLARANT:

OAK BROOK BANK, as Trustee aforesaid

By: Katherine Blumenthal
Its: Executive Vice President
and Trust Officer

ATTEST:

Mary Vathis
Secretary
(SEAL)

CONSENT OF MORTGAGE

Oak Brook Bank, as holder of a mortgage dated January 10, 1995, and recorded in the office of the Recorder of Deeds of Kane County, Illinois, on January 27, 1991, as Document No. 95K004725, with respect to the Premises, hereby consents to the recording of this Declaration to which this Consent is attached and agrees that its mortgage shall be subject to the terms of this Declaration.

DATED: June 19, 1995

OAK BROOK BANK

By: 

Its: SRVP

ATTEST:

By: 

Its: AVP

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Jeffrey W. Brown and Molly L. Shotwell, respectively, of Oak Brook Bank, as such Senior Vice President and Assistant Vice President appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act of Oak Brook Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of June, 1995.


Notary Public

My Commission Expires: _____



EXHIBIT A TO
DECLARATION FOR GELENEAGLE FARM
SINGLE FAMILY HOMES

The Development Area

PARCEL 1

The Southwest 1/4 of the Southeast 1/4 (except the North 396 feet) of Section 7 and the Northeast 1/4 of Section 18 (except that part described as follows: beginning at a point on the South line of said Northeast 1/4 that is 1174.00 feet West from the Southeast corner thereof; thence Northerly on a line forming an angle of 88 degrees 59 minutes 00 seconds from West to North with the extension West of the last described quarter section line, 911.13 feet; thence West parallel with the said South line of said Northeast 1/4, 443 feet; thence Southerly on a line forming an angle of 86 degrees 17 minutes 00 seconds from East to South with the last described line 912.9 feet to a point on the South line of the said Northeast 1/4 that is 400 feet West from the point of beginning; thence East on the said South line 400 feet to the point of beginning, and also except that part described as follows: beginning at the Northeast corner of said Northeast 1/4; thence South 01 degrees 52 minutes 53 seconds East along the East line of said Northeast 1/4, 2657.38 feet to the Southeast corner of said Northeast 1/4; thence North 89 degrees 58 minutes 49 seconds West along the South line of said Northeast 1/4, 1174.00 feet; thence North 00 degrees 59 minutes 49 seconds West along a line forming an angle of 88 degrees 59 minutes 00 seconds from West to North with the Westerly extension of the last described quarter section line, 2649.35 feet to the North line of said Northeast 1/4; thence North 89 degrees 40 minutes 00 seconds East along the North line of said Northeast 1/4, 1132.86 feet to the place of beginning), all in Township 42 North, Range 8, East of the Third Principal Meridian, in the Township of Dundee, Kane County, Illinois.

PARCEL 2

The North 717.42 feet of the South 1320 feet of the West 607.2 feet of the Southwest 1/4 of Section 7; the South 602.58 feet of the Southwest 1/4 of Section 7, (except that part described as follows: beginning at the Southwest corner of said Southwest 1/4; thence North along the West line of said quarter section, 99 feet; thence East parallel with the South line of said quarter section, 1317.2 feet; thence South parallel with the West line of said quarter section, 99 feet to the South line thereof; thence West along said South line to the point of beginning, and also except that part described as follows: commencing at the Northeast corner of the Northeast 1/4 of Section 18; thence South 89 degrees 40 minutes 00 seconds West along the North line of said Northeast 1/4, 1132.87 feet;

Thence South 00 degrees 59 minutes 49 seconds East, 43.00 feet;
Thence South 59 degrees 30 minutes 11 seconds West, 208.00 feet;
Thence North 42 degrees 09 minutes 49 seconds West, 228.00 feet;
Thence North 79 degrees 54 minutes 49 seconds West, 183.50 feet;
Thence South 86 degrees 05 minutes 11 seconds West, 182.00 feet;
Thence South 48 degrees 25 minutes 11 seconds West, 370.00 feet;
Thence North 39 degrees 34 minutes 49 seconds West, 379.00 feet;
Thence North 75 degrees 04 minutes 13 seconds West, 497.94 feet;
Thence North 56 degrees 49 minutes 49 seconds West, 245.46 feet;
Thence South 39 degrees 50 minutes 11 seconds West, 324.00 feet;
Thence South 81 degrees 00 minutes 11 seconds West, 287.00 feet;
Thence North 39 degrees 50 minutes 47 seconds West, 516.81 feet;
Thence South 88 degrees 57 minutes 42 seconds West, 152.18 feet;
Thence South 32 degrees 27 minutes 42 seconds West, 39.57 feet to a point for a place of beginning;
Thence South 01 degrees 02 minutes 18 seconds East, 60.00 feet;
Thence South 88 degrees 57 minutes 42 seconds West, 50.00 feet;
Thence North 01 degrees 02 minutes 18 seconds West, 60.00 feet;
Thence North 88 degrees 57 minutes 42 seconds East, 50.00 feet;

to the point of beginning); and also the North 1/2 of the Northwest 1/4 of Section 18, (except the West 40 acres thereof), all in Township 42 North, Range 8, East of the Third Principal Meridian, in the Township of Dundee, Kane County, Illinois.

EXHIBIT B TO
DECLARATION FOR GLENEAGLE FARM
SINGLE FAMILY HOMES

The Premises

- I. Dwelling Units: Gleneagle Farm - Unit I
Block 1, Lots 1 - 47
Block 2, Lots 1 - 20
Block 3, Lots 1 - 27
Block 4, Lots 1 - 23
Block 6, Lot 1
- II. Community Area: None upon the initial recording of this Declaration.
- III. Monument Signs: None upon the initial recording of this Declaration.

Tax I.D. Numbers: 03-18-200-003
03-18-200-004
03-18-200-005
03-18-200-006
03-18-200-007

ADDRESS: North of Binnie Road
West of Randall Road
Carpentersville, Illinois

0013.234

96K020425

96 MAR 21 PM 3:30
10/31/95

SUPPLEMENT NO. 1
TO THE DECLARATION FOR
GLEN EAGLE FARM SINGLE FAMILY HOMES

Lynda M. Richter
RECORDER

This Supplement is made and entered into by Oak Brook Bank, not individually, but as Trustee under Trust Agreement dated January 4, 1995 and known as Trust No. 2743 ("Declarant").

R E C I T A L S

Declarant Recorded the Declaration for Glen Eagle Farm Single Family Homes (the "Declaration") on July 6, 1995 in the Office of the Recorder of Deeds for Kane County, Illinois as Document No. 95K036584.

KA26108 (191)

In Article Twelve of the Declaration, Declarant reserved the right and power to add and submit certain real estate to the Declaration by making any or all of the Development Area subject to the Declaration as part of the Premises. Declarant now desires to exercise this right and power reserved in Article Twelve of the Declaration to add and submit certain real estate to the provisions of the Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Declaration.
2. Added Premises. Those portions of the Development Area which are legally described in Sections I(B) and II(B) of the First Amended and Restated Exhibit B attached hereto are hereby made part of the Premises as "Added Premises".
3. Added Dwelling Units. The Dwelling Units contained in the Added Premises, which are described in Section I(B) of the First Amended and Restated Exhibit B, are hereby made part of the Premises as "Added Dwelling Units."
4. Added Community Area. Those portions of the Added Premises which are described in Section II(B) of the First Amended and Restated Exhibit B are hereby made part of the Premises as "Added Community Area".
5. Amendment of Exhibit B. To reflect the addition of real estate to the Declaration as set forth in Sections 2, 3 and 4 above, Exhibit B to the Declaration is hereby amended and restated to be as set forth in the First Amended and Restated Exhibit B to the Declaration, attached hereto.

FIRST AMERICAN TITLE INSURANCE
COMPANY
One Constitution Drive Suite 2
Aurora, IL 60506

96K020425

6. Covenants to Run with Land. The covenants, conditions, restrictions and easements contained in the Declaration, as amended by this Supplement, shall run with and bind the Premises, including the Added Premises.

7. Continuation. As expressly hereby amended, the Declaration shall continue in full force and effect in accordance with its terms.

8. Trustee Exculpation. Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings, warranties and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings, warranties, and agreement of said Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings, warranties and agreements by the Trustee or for the purpose or with the intention of binding said Trustee but are made and intended solely in the exercise of the powers conferred upon it as Trustee; and no personal liability or personal responsibility is assumed by or shall be enforceable against Trustee on account of this Supplement or any representation, covenant, undertaking, warranty, or agreement of the said Trustee in this Supplement contained, either expressed or implied. The Trustee makes no personal representations as nor shall it be responsible for the existence, location or maintenance of the chattels herein described, if any.

Dated: Nov. 2, 1995

DECLARANT:

OAK BROOK BANK, as Trustee aforesaid and not personally

By: [Signature]
Its: VICE-PRESIDENT

ATTEST:

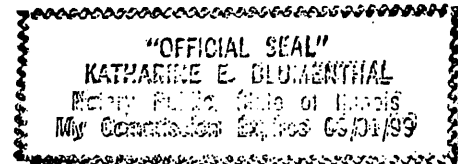
[Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, KATHARINE FLUMENTHAL Notary Public in and for said County and State, do hereby certify that DALE JORDAN and MARY VATHIS, (Vice) President and (Assistant) Secretary, respectively, of Oak Brook Bank (the "Bank") and, as such President and as such (Assistant) Secretary of said Bank, appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 2nd day of November, 1995.

Katharine E. Blumenthal
Notary Public



THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Brian Meltzer
Keck, Mahin & Cate
1515 E. Woodfield Road
Suite 250
Schaumburg, Illinois 60173-5431
(708) 330-1200

CONSENT OF MORTGAGEE

Oak Brook Bank, which is the holder of a first mortgage dated as of July 6, 1995 and recorded in the Office of the Recorder of Deeds of Kane County, Illinois as Document No. 95K036584 encumbering the Premises (as defined in the Declaration to which this Consent is attached), hereby consents to the recording of the within Supplement to Declaration to which this Consent is attached and agrees that its lien shall be subject to the provisions of such Declaration, as supplemented.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed on November 2, 1995.

OAK BROOK BANK

By: Molly Shotwell
Its: VP

ATTEST:

By: Mary Vathis
Its: Assistant Secretary

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Donna L. Larocco, a Notary Public in and for said County and State, do hereby certify that MOLLY SHOTWELL and MARY VATHIS, respectively the VP and ASST SEC. of Oak Brook Bank, appeared before me this day in person and acknowledged that they signed, sealed and delivered the within instrument as their free and voluntary act, and as the free and voluntary act of the Association, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2nd day of November, 1995.

Donna L. Larocco
Notary Public



FIRST AMENDED AND RESTATED EXHIBIT B TO
THE DECLARATION FOR GLEN EAGLE FARM SINGLE FAMILY HOMES

The Premises

I. Dwelling Units

- A. Block 1, Lots 1 through 47, both inclusive, Block 2, Lots 1 through 20, both inclusive, Block 3, Lots 1 through 27, both inclusive, Block 4, Lots 1 through 23, both inclusive, and Block 6, Lots 1, all in Glen Eagle Farm Unit I, being a subdivision in part of Section 18, Township 42 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois ("Glen Eagle Farm Unit I Subdivision").
- B. Block 5, Lots 1 through 27, both inclusive, Block 6, Lots 2 through 35, both inclusive, Block 7, Lots 1 through 26, both inclusive, in Glen Eagle Farm Unit II, being a subdivision in the part of Section 18, Township 42 North, Range 8 East of the Third Principal Meridian in Kane County, Illinois ("Glen Eagle Farm Unit II Subdivision").

II. Community Area

- A. None.
- B. Block 6, Lot 36 and Block 7, Lot 27 in Glen Eagle Farm Unit II Subdivision.

III. Monument Signs.

None.

PINS: 03-18-200-003
03-18-200-004
03-18-200-005
03-18-200-006
03-18-200-007

ADDRESS: North of Binnie Road
West of Randall Road
Carpentersville, Illinois