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SUPPLEMENTAL
DECLARATION OF COVENANTS
AND RESTRICTIONS
FOR
EQUESTRIAN WOODS

This Declaration, made this 11th day of April, 1989, by LEO MARTIN and BERNICE MARTIN, his wife, ANNE WAITKUS, as Trustee of the WAITKUS FAMILY TRUST, and MIDWEST BANK AND TRUST as Trustee under the provisions of Trust Agreements dated June 27, 1986, December 9, 1986, July 8, 1988, November 15, 1988 and November 28, 1988 and known as Trust Numbers 86-06-5005, 86-12-5134, 88-07-5544, 88-11-5653 and 88-11-5659 herein called "The Developer."

ARTICLE I

DECLARATION-PURPOSES

Section 1. General Purposes: The Developer is the owner of certain real property located in Lemont Township, Cook County, Illinois, and desires to create thereon a residential development for future owners of lots and homes to be built upon the real property.

(a) The Developer desires to preserve upon the property through its planning and layout, the natural terrain and the natural character of the existing woods and meadows, and, further, to provide for the harmonious development of a single-family community, by the imposition of covenants and restrictions, as hereinafter set forth, for the benefit of the real estate and the owners thereof.

(b) The Developer, by the imposition of covenants and restrictions, and the reservation of certain powers unto itself, does intend to provide for the properties herein described, a plan for development which is intended to enhance and protect the values and natural amenities of the residential development.

Section 2. Declaration: To further the general purposes herein expressed, the Developer, for itself, its successors and assigns, hereby declares that the real property hereinafter described in Article III as "existing properties", and such additions to the existing properties as hereafter may be made pursuant to the provisions of

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Article III hereof, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth. The provisions of this Declaration are intended to create mutual equitable servitudes upon each lot becoming subject to this Declaration in favor of each and all other such lots; to create privity of contract and estate between the grantees of such lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such lots becoming subject to this Declaration, and the respective owners of such lots, present and future.

ARTICLE II

DEFINITIONS

Section 1. The following words and terms, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Committee" shall mean the Architectural Review Committee.

(b) "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

(c) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

(d) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

(e) "Front Building Line" shall mean a line on a lot as delineated in a recorded Plat of Subdivision which denotes the required depth of a front yard.

(f) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports or Dwelling Accessory Buildings.

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(g) "Lot Area" shall mean the area of a horizontal plane, bounded by the vertical plane through front, side and rear lot lines.

(h) "Lot Line, Front" shall mean that boundary line of a lot which is along an existing or dedicated street line as shown on the recorded plat. On corner lots, the shortest line of the two boundary lines along the streets, shall be designated the Front Lot Line.

(i) "Lot Line, Rear" shall mean that boundary of a lot which is the most distant from and is, or is approximately, parallel to the front lot line. In the case of an irregular, triangular, or cone-shaped lot, the rear lot line shall be deemed to be a line ten (10) feet in length within the lot, parallel to and at the maximum distance from the front lot line.

(j) "Lot Line, Side" shall mean any anterior or exterior lot line which is not a front or rear lot line. Exterior side lot lines are those boundary lines along a dedicated street that are not considered Front Lot Lines.

(k) "Lot Width" shall mean the minimum horizontal distance between the side lot lines of a lot measured at the narrowest width within the buildable area.

(l) "Lot" shall mean any plot of land described by a number upon the recorded plat of subdivision of the Properties.

(m) "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting and other related improvements and fixtures in a condition comparable to their original developed condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted lawn and garden management practices necessary to promote a healthy, weed free environment for optimum plant growth.

(n) "Owner" shall mean the record owner (whether one or more persons or entities), of the fee simple title to or the contract purchaser for any Lot situated upon the Properties, but, notwithstanding any applicable theory of Deed to Secure Debt, shall not mean or refer to any holder thereof unless and until such holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

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(o) "The Properties" shall mean and refer to the Existing Properties, and all additions to the Existing Properties subject to this Declaration.

(p) "Existing Properties" shall mean and refer to the real estate described in Article III, Section 1, hereof.

(q) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related maintaining a common household in a Dwelling.

(r) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is no floor above, the space between the floor and the ceiling next above.

(s) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

ARTICLE III
EXISTING PROPERTIES ADDITIONS THERETO
MERGERS

Section 1. Existing Properties: The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Lemont Township, Cook County, Illinois, and more particularly described as follows:

Lots 1 through 20 in Equestrian Woods Unit #1 being a Subdivision of part of the Northeast Quarter of Section 24, Township 37 North, Range 11 East of the Third Principal Meridian, Lemont Township, Cook County, Illinois.

Lots 21 through 31 in Equestrian Woods Unit #2 being a Subdivision of part of the Northeast Quarter of Section 24, Township 37 North, Range 11 East of the Third Principal Meridian, Lemont Township, Cook County, Illinois.

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Lots 32 through 53 in Equestrian Woods Unit #3 being a Subdivision of part of the Northeast Quarter of Section 24, Township 37 North, Range 11 East of the Third Principal Meridian, Lemont Township, Cook County, Illinois.

Lots 54 through 61 in Equestrian Woods Unit #4 being a Subdivision of part of the Northeast Quarter of Section 24, Township 37 North, Range 11 East of the Third Principal Meridian, Lemont Township, Cook County, Illinois.

Section 2. Additions: The Developer reserves the right to bring within the scheme of this Declaration any additional lands which are contiguous or adjacent to or within the immediate vicinity of the lands referred to in Article III, Section 1 and which now are or hereafter may be owned by Developer and subjected to the scheme of this Declaration.

Section 3. Existing Structures on Lots 49, 51, and 57: Any and all construction changes to existing structures on Lots 49 and 51 in Equestrian Woods Unit 3 and on Lot 57 in Equestrian Woods Unit 4 must comply with the provisions of this Declaration. Said structures, as preexisting, are otherwise to be deemed in compliance with this Declaration. Owners of said Lots to otherwise comply with the provisions of this Declaration.

ARTICLE IV

ARCHITECTURAL REVIEW PROCESS

Section 1. Objectives: Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. Section Procedure: Prior to application for a Building Permit from Cook County, Owner shall present preliminary building plans to an Architectural Review Committee ("Committee") to be comprised of professionals appointed by Developer. The

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preliminary plans shall include: site plan showing relationship of building with existing topography; location of all hardwood trees over 10 inches in diameter at an elevation of 24 inches above existing surface at base of tree; basic floor plan(s); all major exterior elevations; proposed location of home on Lot; samples and descriptions of exterior materials and colors. The preliminary plans shall include Owner's payment to Developer in the amount of \$150.00 to defray professional costs incurred in the plan review process. The Developer reserves the right to charge reasonable additional fees for revised drawings or for separate reviews of swimming pools, antennas or other similar structures or items.

The Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan or other improvement plans, which are not suitable or desirable in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon construction plans and specifications, grading plan or other improvement plans, shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings and the relationship with the character and quality of other structures and the effect of the building or other structure on the view from adjacent or neighboring properties.

The members of the Committee and/or the Developer shall not be liable to the property owners for any mistake of judgment or for any acts or omissions made in good faith in the performance of their duties hereunder.

Within 90 days after receipt of the Committee's comments and recommendations with respect to the Owner's preliminary plans, Owner shall present final plans and specifications to the Committee, which have been prepared and sealed by a licensed architect. Within 15 days of receipt of the final plans, the Committee will mark the final plans as "Approved" or "Rejected", and will return the plans to Owner. Owner will seek a Building Permit only with respect to final plans which have been marked as "Approved" by the Committee.

Section 3. Matters Requiring Approval: Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto,

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preliminary plans shall include: site plan showing relationship of building with existing topography; location of all hardwood trees over 10 inches in diameter at an elevation of 24 inches above existing surface at base of tree; basic floor plan(s); all major exterior elevations; proposed location of home on Lot; samples and descriptions of exterior materials and colors. The preliminary plans shall include Owner's payment to Developer in the amount of \$150.00 to defray professional costs incurred in the plan review process. The Developer reserves the right to charge reasonable additional fees for revised drawings or for separate reviews of swimming pools, antennas or other similar structures or items.

The Committee shall have the right to refuse to approve any such construction plans or specifications, grading plan or other improvement plans, which are not suitable or desirable in the opinion of the Committee, for aesthetic or other reasons; and in so passing upon construction plans and specifications, grading plan or other improvement plans, shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings and the relationship with the character and quality of other structures and the effect of the building or other structure on the view from adjacent or neighboring properties.

The members of the Committee and/or the Developer shall not be liable to the property owners for any mistake of judgment or for any acts or omissions made in good faith in the performance of their duties hereunder.

Within 90 days after receipt of the Committee's comments and recommendations with respect to the Owner's preliminary plans, Owner shall present final plans and specifications to the Committee, which have been prepared and sealed by a licensed architect. Within 15 days of receipt of the final plans, the Committee will mark the final plans as "Approved" or "Rejected", and will return the plans to Owner. Owner will seek a Building Permit only with respect to final plans which have been marked as "Approved" by the Committee.

Section 3. Matters Requiring Approval: Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto,

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(a) no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties,

(b) nor shall an exterior addition to or change or alteration therein be made,

(c) nor shall any clearing of trees, shrubs and brush be done,

(d) nor shall any change in property grade be made,

until such time as plans and specifications showing the nature, kind, shape, elevations, rights and locations of same have been submitted to and approved in writing by the Committee.

Prior to occupancy of any dwelling, a landscaping plan shall be submitted to the Committee for approval.

Section 4. Minimum Criterion for Committee Approval: No Dwelling shall be permitted to be constructed upon the Properties, nor shall the Committee be required to approve any construction which shall fail to comply with the following minimum requirements:

(a) No Dwelling shall be constructed having less than 3200 square feet of living area.

(b) No two Dwellings shall be constructed which appear to be the same in their front or side elevations. Developer intends that all Dwellings shall be unique to the Properties, but will not withhold approval of plans if substantial differences exist in proposed plans where such plans are similar only in general appearances.

(c) Televisions, radio and other communication antennas shall be placed and maintained within and under the roof of the Dwelling.

(d) All garages shall be attached to the main Dwelling except that variations shall be permitted by the Committee in cases where peculiar architectural considerations require a space separation between Dwelling and garage. In such cases, the Committee shall have the right to specify the locations of any garage detached from the Dwelling.

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(e) No fence, wall or other artificial barriers shall be constructed on owners lots. Wrought iron or other approved fencing of swimming pools shall be permitted, however, such fences shall be restricted to the general area of such facility and shall be subject to the approval of the Committee.

(f) Any private driveway entrance light is to be of a uniform design and approved by the Committee.

(g) The elevations of all foundations and the location of all Dwellings or Dwelling Accessory Buildings shall be approved by the Committee. In this regard, the Committee will require that site and topography plans be submitted.

(h) Except as provided in Article VI hereof, architectural plans submitted to the Committee shall be accompanied by a septic design prepared by a licensed professional engineer approved by the Committee. Such septic system shall show the location thereof upon the lot and also the location and technical data relating to the mechanical cavitation device to be incorporated therein.

(i) The Committee shall be charged with the preservation of existing natural beauty of the Properties during construction. An approval by the Committee may be conditional upon an Owner providing to the Committee plans for the protection and preservation of trees and shrubs that exist upon or are adjacent to an Owner's lot. The Committee may further establish requirements regarding the protection of trees and shrubs during construction upon any Lot.

Section 5. Controls Applicable During Construction on Individual Lots: Each Owner shall be responsible for the conformance with all such rules by the Owner's builder and contractors.

(a) At all times during the construction period, a trash dumpster shall be located on the site and all construction debris shall be placed in the dumpster.

(b) The roads shall be kept clean at all times. Any dirt or debris which is deposited on any road or other lot by any vehicle entering or leaving Owner's site shall be cleaned and removed immediately.

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(c) No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in EQUESTRIAN WOODS SUBDIVISION other than within buildings or structures or attached to their walls unless the same shall be contained in conduits or cables and provided said conduits or cables are constructed, placed and maintained underground.

(d) Building materials shall be stacked neatly on the site and shall not be stored on adjoining property. Adjoining property shall be restored if damaged.

(e) Except as otherwise provided herein, no signs of any kind or description shall be displayed on any lot except for one (1) sign of reasonable size, but not to exceed three square feet, to advertise the property for sale or signs used by the Developer or its assigns to advertise the property during the construction and/or initial sales period.

(f) All equipment which is not rubber tired and which is used in excavating or construction shall only be loaded or unloaded within the boundary lines of each respective lot where said excavating or construction is being performed.

(g) No trailer, basement of an uncompleted building, tent, shack, barn, garage and no temporary building or structure of any kind shall be used at any time for a residence, either temporarily or permanently. Temporary buildings or structures used during the construction of a dwelling shall be on the same lot as the dwelling and such buildings or structures shall be removed upon the completion of construction.

(h) Proper and adequate barricades shall be provided for protection of any: open excavation, formed and/or poured foundation walls prior to backfilling and/or completion of first floor, horizontal openings in any floor (such as stairwells) prior to the completion of proper railings, stairs or other uses.

(i) On Sundays or National Holidays, there shall be no exterior construction, commercial landscaping or interior construction if the exterior of the building is not completely enclosed (working inside a building with the windows open will not be allowed during these days).

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(j) **Completion of Construction:** Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes or other matters beyond the Owner's control. No structure shall be deemed completed until installation of approved landscaping.

Section 6. Deviations from Covenants and Restrictions: The Committee shall have the power to enter into agreements with the Owner of any Lot, without the consent of the Owner of any other Lot, or adjoining or adjacent property, to deviate from the provisions of the covenants restrictions within the jurisdiction of the Committee for reasons of practical difficulty or particular hardships which otherwise would be suffered by such Owner. Any such deviation, which shall be manifested by written agreement, shall not constitute a waiver of any such covenant as to other lots in the Properties.

ARTICLE V

GENERAL RESTRICTIONS

Section 1. Land Use-Single-Family Residential: No building shall be erected on any such lot except one dwelling designed for occupancy by a single family and one attached dwelling accessory building designed for use in conjunction with said Dwelling as a private garage. No Structure may be erected or maintained on any such lot except as shall be approved in writing by the Committee.

Section 2. Quality of Structures: It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes and with more restrictive standards that may be required by the Committee.

Section 3. Location of Structures on Lot: The location of each structure, including driveways and culverts, on a lot shall be subject to approval in writing by the Committee, giving consideration to setback lines, if any, on the recorded plat, provided that each

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Owner shall be given reasonable opportunity to recommend the suggested construction site.

Section 4. Noxious or Offensive Activities: No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Without in any way limiting the effect of the foregoing, the following activities are specifically prohibited:

- (a) The burning of refuse, including the burning of leaves.
- (b) The storage of garbage outside the dwelling, except in sanitary containers located in appropriate areas screened from public view.
- (c) There shall be no outside laundry equipment or hanging of laundry on any lot.
- (d) No animals, livestock or poultry of any kind, other than house pets shall be kept or maintained on any lot. No dogs or other house pets shall be allowed to run at large. No animals are to be bred or raised for commercial purposes.

Section 5. Restrictions on Vehicles: Conventional passenger vehicles with current license tags of the respective lot Owner, dwelling occupants and/or their guests shall be permitted to be parked on said Owner's or occupant's driveway. Private parkways shall not be used for the parking of any commercial vehicles. As used herein, the term "commercial vehicle" shall include, without limitation, all automobiles, station wagons, trucks or vehicular equipment bearing signs or which have printed thereon some reference to any commercial undertakings, or which contain commercial equipment open to public view. No repair of any motor vehicle shall be conducted upon any lot.

Section 6. Temporary Structures: No trailer, mobile home, recreational vehicle, tent, shack or other structure, except as otherwise permitted herein shall be used for a residence, either temporary or permanent. Temporary structures used during the construction of a structure shall be on the same lot as the structure and such temporary structures shall be removed upon completion of construction.

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Section 7. Lot Appearance: No person shall accumulate on his Lot junked vehicles, litter, refuse or other unsightly materials. Garbage shall be placed in appropriate receptacles, and, if outside, shall be properly screened.

Section 8. Driveways: Driveways must be paved. Driveways and other paved areas for vehicular use on a lot shall not be located nearer to any side or rear lot line than five (5) feet.

Section 9. Maintenance of Parkways and Boundary Easement:
The Owners of lots shall be responsible for the maintenance of (a) parkways located between their lot lines and the edge of the street pavements on which said lots abut; (b) the Creek Shores and beds which cross designated lot lines.

Section 10. Trees and Ground Cover: The Owners of lots shall be responsible for the maintenance and preservation of the numerous trees and natural ground cover. Lot owners shall only remove those trees which directly interfere with the construction of their dwelling, driveway, or accessory building. Arbitrary or unnecessary removal of trees shall not be permitted unless approved in writing by the Committee.

Section 11. Mail Boxes. Each Owner shall purchase and erect a mail box and mail box support in compliance with a design developed by the Developer. All mail boxes shall be the same design, material, and size.

Section 12. Other Prohibited Matters: No home occupation or profession shall be conducted on any lot except as may be authorized by the Committee. Parking of commercial vehicles on any lot or adjacent parking area is prohibited.

Section 13. Easements Reserved with Respect to Lots:
Developer reserves for itself, its successors and assigns, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

(a) Utility easements shown on any recorded Plat of the Properties, except that if any plat fails to establish easements for such purposes, then a 10 foot side strip running along side lot lines, front lot line and rear lot line of Dwelling Lots is reserved for the

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installation and maintenance of utility facilities, and incidental usage related thereto.

(b) The Owner shall not construct or place any structure on any such easement and shall be responsible for maintaining the easement. Damages caused by user of right to the easement shall be repaired and restored by such user.

(c) No Owner shall have any claim or cause of action, except as herein provided, against Developer, its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

ARTICLE VI

SANITARY DISPOSAL

Section 1. Sanitary disposal for each Lot shall be by means of a septic system utilizing a separate cavitation device. Before installation, the design plans for the system shall be submitted to and a permit for installation obtained from Cook County Health Department or any other governmental authority having jurisdiction. Any such system as installed shall be subject to inspection and final approval by the approving authority before backfilling. The cost of installation of the system shall be borne by the Owner. Developer reserves the right to approve the professional engineer who shall perform percolation tests and design the septic system.

ARTICLE VII

(1) Equestrian Woods Community Association Creation and Purpose:

There shall be formed an Illinois Not For Profit Corporation to be known as the EQUESTRIAN WOODS COMMUNITY ASSOCIATION (hereinafter referred to as the "Association") whose purpose shall be to maintain and promote the desired character of the residential development. The Association may be created by the Developer at any time but in no case later than the date of sale of the last lot owned by Developer.

(2) Membership and Voting:

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Every Owner of a fee simple interest shall become and be a member of the Association, and each such member shall be entitled to one vote on each matter submitted to a vote of members for each lot owned by him or it, provided that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote.

(3) Powers of the Association:

The Association shall exercise the architectural controls vested in it under Article IV of this Declaration.

(4) This Article VII may be amended at any time by the written consent of the members of the Association who own two thirds of the lots in the residential development. The agreement or agreements to amend shall be duly executed and acknowledged by such members and recorded in the office of the Recorder of Deeds of Cook County, Illinois, except that no amendment shall be valid the effect of which would be to prevent the Declarant from subjecting additional real estate to the Covenants.

ARTICLE VIII
GENERAL PROVISIONS

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in paragraph 2 of this Article VIII for an initial period of twenty (20) years from the date hereof and thereafter for successive periods of ten (10) years each.

2. The covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant and each owner or owners of any of the above land from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. In no event shall the failure to Declarant and such owners to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

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3. The record Owners in fee simple of the lots may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and Conditions contained in this Declaration and may release from any part or all of said Covenants all or any part of the real property subject thereto, but only at the following times and in the following manner:

(a) Any such change or changes may be made effective at any time within ten (10) years from the date of recording of this Declaration if the record owners in fee simple of at least three fourth (3/4) of said lots consent thereto;

(b) Any such change or changes may be made effective at the end of said initial twenty (20) year period or any such successive ten (10) year period if the record owners in fee simple of at least two thirds (2/3) of said lots consent thereto.

(c) Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the office of the Recorder of Deeds of Cook County, Illinois; provided, however, that Article VII thereof may be amended at any time in the manner therein set forth. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning property in the residential development and shall run with the land and bind all persons claiming by, through or under any one or more of them.

4. If a court of competent jurisdiction shall hold invalid or unenforceable any part of any Covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

5. Liability: The Developer nor its officers, agents or employees nor the members of the Committee nor the Homeowners Association or its directors or officers shall be personally liable under this Declaration for any mistake of judgment or for any acts or omissions made in good faith under the provisions of this Declaration.

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6. Subordination: No breach of any of the conditions herein contained shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any Owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7. Notices: Any notice sent or required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the Owner.

8. Modification: By recorded Supplemental Declaration, the Developer may modify any of the provisions of this Declaration or any Supplemental Declaration for the purposes of clarification or otherwise, provided no such modification shall change the substantive provisions of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner established by any such document.

IN WITNESS WHEREOF, the foregoing instrument has been executed and its corporate seal thereunto affixed, on the day and year first above written by the officers of the undersigned thereunto duly authorized.

Executed at Elmwood Park, Illinois, this 20th day of April, 1989.

MIDWEST BANK AND TRUST CO., not personally, but as Trustee under the provisions of Trust Agreements dated June 27, 1986, December 9, 1986, July 8, 1988, November 15, 1988 and November 28, 1988, and known as Trust Numbers 86-06-5005, 86-12-5134, 88-07-5544, 88-11-5653 and 88-11-5659.

BY: Cynthia McChlain
Its Asst. Trust Officer

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

I, DIANE L. MARTIN, a Notary Public in and for said County and State, do hereby certify that LEO MARTIN and BERNICE MARTIN, his wife, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and notarial seal this 14th day of April, 1989.

Diane L. Martin
Notary Public

My commission expires: 3/2/90

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• OFFICE RECORDING \$32.00
• TELEPHONE 2150 6-20/89 14133100
• FAX # 2 - 89 - 175691
• COOK COUNTY RECORDER

31 mail

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