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DECLARATION

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by LASALLE NATIONAL BANK, a National Banking Association, as Trustee Under Trust Agreement dated April 16, 1984 and known as Trust Number 107920, hereinafter referred to as "Declarants".

W I T N E S S E T H :

WHEREAS, Declarants are the owners of certain property in the Village of Wheeling, County of Cook, State of Illinois which is more particularly described as:

Lots 160 to 189, both inclusive, and outlot "A" both inclusive, and in Kingsport Village North III Subdivision of THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. (owned by Declarant LASALLE NATIONAL BANK, Trust no. 107920.)

NOW THEREFORE, Declarants hereby declare that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors, personal representatives, legatees, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall and refer to Kingsport Village North III Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The

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DEPARTMENT OF REVENUE AND FINANCE

THIS INSTRUMENT, which is a declaration of trust, was executed by the undersigned on the 10th day of August, 1994, and is hereby acknowledged as such by the undersigned on the 10th day of August, 1994, before me, a Notary Public in and for the State of Illinois, my commission expires on the 10th day of August, 1995.

ARTICLE I

Section 1.01. The purpose of this instrument is to create a trust in and for the benefit of the undersigned, and to vest in the undersigned the beneficial interest in the property described in this instrument.

Section 1.02. The property described in this instrument is that certain parcel of land, more or less, situated in the County of Cook, State of Illinois, and more particularly described as follows: Lot 100 to 109, both inclusive, and outlot "A", both inclusive, and in Kingsport Village, North 1st and 2nd Streets, between the East and West sides of the South East 1/4 of the South West 1/4 of Section 10, Township 41 North, Range 11 West, County of Cook, State of Illinois, as shown on the plat of the same, recorded in the office of the County Clerk of Cook County, Illinois, on the 10th day of August, 1994.

Section 1.03. The undersigned hereby declares that all of the property described in this instrument is his and conveyed subject to the following encumbrances, to-wit: all mortgages, liens, claims, and conditions, which are for the benefit of the undersigned, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and shall have the same effect as if they were recorded in the office of the County Clerk of Cook County, Illinois, on the 10th day of August, 1994.

ARTICLE II

Section 2.01.

Section 2.02. The undersigned hereby declares that all of the property described in this instrument is his and conveyed subject to the following encumbrances, to-wit: all mortgages, liens, claims, and conditions, which are for the benefit of the undersigned, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and shall have the same effect as if they were recorded in the office of the County Clerk of Cook County, Illinois, on the 10th day of August, 1994.

Section 2.03. The undersigned hereby declares that all of the property described in this instrument is his and conveyed subject to the following encumbrances, to-wit: all mortgages, liens, claims, and conditions, which are for the benefit of the undersigned, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and shall have the same effect as if they were recorded in the office of the County Clerk of Cook County, Illinois, on the 10th day of August, 1994.

Section 2.04. The undersigned hereby declares that all of the property described in this instrument is his and conveyed subject to the following encumbrances, to-wit: all mortgages, liens, claims, and conditions, which are for the benefit of the undersigned, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and shall have the same effect as if they were recorded in the office of the County Clerk of Cook County, Illinois, on the 10th day of August, 1994.

Section 2.05. The undersigned hereby declares that all of the property described in this instrument is his and conveyed subject to the following encumbrances, to-wit: all mortgages, liens, claims, and conditions, which are for the benefit of the undersigned, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and which shall be binding on all persons claiming by title or interest in the property described in this instrument, and shall have the same effect as if they were recorded in the office of the County Clerk of Cook County, Illinois, on the 10th day of August, 1994.

Property of Cook County Clerk's Office

Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Outlot "A" in Kingsport Village North III Subdivision a Subdivision of THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH WEST 1/4 OF THE SOUTH WEST 1/4 OF SECTION 10, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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w/1/2 of SW 1/4

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to LASALLE NATIONAL BANK, a National Banking Association, as Trustee Under Trust Agreement dated April 16, 1984 and known as Trust No. 107920, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from a Declarant for the Purpose of Development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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

CLASS A. Class A members shall be all Owners with the exception of the Declarants and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

CLASS B. The Class B member(s) shall be the Declarants and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any one of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership or
- (b) upon resignation of Declarants from Class B membership or
- (c) December 1, 1986.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarants, for each Lot owned with the Properties, hereby covenant, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made upon the recording of a Certificate of Non-Payment of Assessments in the office of the Recorder of Deeds of Cook County, Illinois. Each such assessment, together with interest, costs, reasonable attorney's fees and the

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costs of collection as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Assessments shall be collected and paid in periodic installments as determined by the Board of Directors of the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the preservation and maintenance of the Common Area, and also for the conduct of the general affairs of the Association, which shall be limited to the said preservation and maintenance of the Common Area.

Section 3. Levy of Annual Assessments - Maximum Annual Assessments. The Board of Directors of the Association shall levy Annual Assessments on Each Lot, subject to the limitations hereinafter provided:

(a) The Class B members shall pay all of the expenses of the Association until the Class B membership shall cease as provided in Article III.

(b) From and after the first day of the month immediately following the cessation of the Class B membership, the Assessment for the balance of that calendar year and for the following year, shall be fixed by the Board of Directors.

(c) From and after January 1 of the second full year following the cessation of the Class B membership, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(d) From and after January 1 of the second full year following the cessation of the Class B membership, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of the members who are voting, in person or by proxy, at a meeting duly called for that purpose.

(e) 10% of all assessments collected shall be placed in a reserve account which shall be held and expended only for capital improvements as described in Section 4 of this Article IV.

(f) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal

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...of the Association...

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property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Date of Commencement of Annual Assessments:
Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the cessation of the Class B membership. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period, but the failure to do so shall not affect the validity thereof. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of applicable interest permitted under Illinois law. The Association may bring an action at law against the Owner personally obligated to pay the same, foreclose the lien against the property, or avail itself of any other competent cost of preparing and filing the complaint in such action and, in the event a judgment is obtained, such judgment shall include interest on the assessment, the cost of recording any Certificates of Sale, payment of assessments, costs of the action as well as reasonable attorney's fees fixed by the Court. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot

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property related thereto and that any such management shall have the approval of two-thirds of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose.

Section 2.1 The Board of Directors shall have the authority to call special meetings of the Board of Directors and to determine the time, place and agenda of such meetings. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors.

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Section 2.3 The Board of Directors shall have the authority to call special meetings of the Board of Directors and to determine the time, place and agenda of such meetings. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors.

Section 2.4 The Board of Directors shall have the authority to call special meetings of the Board of Directors and to determine the time, place and agenda of such meetings. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors. The Board of Directors may also call special meetings of the Board of Directors for the purpose of electing or re-electing directors.

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pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from Liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation, the Association shall have only the following duties and powers:

- (a) Collect, and enforce collection of, all assessments described in Article IV.
- (b) Pay any real estate taxes and other charges assessed against the Common Area.
- (c) Grant easements where necessary for public utilities over the Common Area and the Lots.
- (d) Maintain such policy or policies of insurance at all times as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interest of the Association, and its members, officers and directors.
- (e) Contract with independent contractors, and other, if the same shall be deemed necessary by the Board of Directors, to perform and effectuate all or any of the duties and powers of the Association.
- (f) Own, maintain, and otherwise manage the Common Area, and all landscaping situated on the Common Area. Green areas, trees, shrubs, flowerbeds and other landscaping in the Common Area are to be mowed, raked, trimmed, and cultivated; and storm water detention facilities contained thereon are to be maintained.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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ARTICLE IV

IN WITNESS WHEREOF, the undersigned, being duly sworn, have hereunto set their hands and seals at Chicago, Illinois, this 1st day of January, 1901.

(a) Collect, and enforce collection of, all assessments levied upon the property of the members of the Association, and pay the same to the Treasurer of the Association.

(b) Grant, execute, and record, for the benefit of the Association, all mortgages, deeds, and other instruments necessary to carry out the purposes of the Association, and to protect the interests of the Association.

(c) Contract with, employ, and discharge, all persons necessary to carry out the purposes of the Association, and to protect the interests of the Association.

(d) Own, lease, and use, all real and personal property necessary to carry out the purposes of the Association, and to protect the interests of the Association.

(e) Do all other things necessary to carry out the purposes of the Association, and to protect the interests of the Association.

Section 1. The Association shall have the right to acquire, hold, and dispose of real and personal property, and to contract with, employ, and discharge, all persons necessary to carry out the purposes of the Association, and to protect the interests of the Association.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no ways affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five (75%) of the Lot Owners. Any amendment must be recorded with Cook County Recorder of Deeds.

Section 4. Annexation. Additional properties and Common Area may be annexed to the Properties with the consent of a majority of the members.

Section 5. Declarant's Use of Common Area. The Declarant shall have the right to use the Common Area and any facility situated thereon, as well as any Lots owned by Declarant for the purpose of promoting the sale of Lots and homes in the Properties, including the construction and maintenance of temporary or permanent signs and sales offices in the Common Area or on such Lots. Said rights shall continue until all of the Lots have been sold and the homes to be constructed thereon completed or until the expiration of a period of Five (5) years after the date hereof, whichever occurs first.

Section 6. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

Section 7. Trustees' Exculpation. This instrument is executed by LASALLE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LASALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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Section 1. Governmental responsibility for the maintenance of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 2. Any instrument, including any amendments and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date the Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by a unanimous agreement signed by not less than seventy-five (75%) of the lot owners. Any amendment must be recorded with Cook County Recorder of Deeds.

Section 3. Any instrument, including any amendments and restrictions of this Declaration may be amended to the proportion with the consent of a majority of the members.

Section 4. The Board of Directors of the Common Area shall have the right to use the Common Area and the facilities allocated thereon, as well as any improvements located thereon for the purpose of promoting the safe and sound use of the Common Area, including the construction and maintenance of a drainage system and other improvements to the Common Area. The Board of Directors shall continue until all of the lots have been sold and the homes are constructed thereon completed. The expiration of a period of five (5) years after the date of recording of this instrument shall terminate the Board of Directors.

Section 5. The Board of Directors shall have the right to enter into a lease with any person for the purpose of the operation of the Common Area. The Board of Directors shall have the right to enter into a lease with any person for the purpose of the operation of the Common Area. The Board of Directors shall have the right to enter into a lease with any person for the purpose of the operation of the Common Area.

Section 6. The Board of Directors shall have the right to enter into a lease with any person for the purpose of the operation of the Common Area. The Board of Directors shall have the right to enter into a lease with any person for the purpose of the operation of the Common Area. The Board of Directors shall have the right to enter into a lease with any person for the purpose of the operation of the Common Area.

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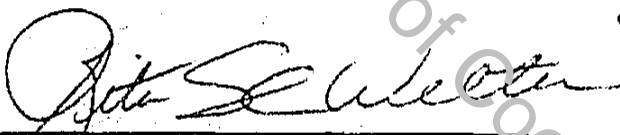
IN WITNESS WHEREOF, the undersigned, being the Declarants herein, have hereunto set their hand and seal this 23 day of JUNE, ~~1985~~ 1986

LASALLE NATIONAL BANK
As Trustee Under Trust No. 107920
Declarant

not personally

BY: 
Its Assistant Vice President

ATTEST:


Its Assistant Secretary

DEPT-01: RECORDING \$17.40
T#3333 TRAN 7708 12/04/86 16:47:00
#4498 #A *-86-580287
COOK COUNTY RECORDER

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-86-580287

This instrument prepared by:

NEIBERG & ROJAS, LTD.
Attorneys at Law
100 W. Monroe Street Suite 910
Chicago, Illinois 60603
312 263-0898

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MAIL



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IN WITNESS WHEREOF, the undersigned being the District Clerk of Cook County, Illinois, have hereunto set their hand and seal this _____ day of _____, 20__.

Attest: _____
District Clerk of Cook County, Illinois

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Return to
Neiberg & Rojas, Ltd
100 W. Monroe St. Suite 910
Chicago, IL 60603

NEIBERG & ROJAS, LTD.
Attorneys at Law
100 W. Monroe Street, Suite 910
Chicago, Illinois 60603
312 583-0888