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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 30th day of September, 1990, by Standard Bank & Trust Company, not personally but as Trustee under a Trust Agreement dated March 3, 1978 and known as Trust No. 5684, (hereinafter, the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of record of the property legally described on Exhibit A, which is attached hereto and incorporated herein, which property is commonly known as the Misty Meadow Subdivision (hereinafter, the "Subdivision");

WHEREAS, Declarant, by a duly executed letter of direction signed by the beneficiaries of Trust No. 5684 aforesaid, has been directed to execute the Declaration;

WHEREAS, this Declaration sets forth covenants, conditions, restrictions, controls and limitations on the uses to which any lot in the subdivision may be put; and

WHEREAS, the purposes of this Declaration are to keep and maintain the Subdivision as desirable, attractive, uniform and suitable in architectural design and use, to prevent haphazard and inharmonious improvements thereto, to guard against the erection thereon of buildings built of improper or unsuitable materials, and to provide for the highest level and quality of improvements thereto, as more fully set forth below.

NOW, THEREFORE, Declarant hereby declares as follows:

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1. RECITALS AND DEFINITIONS: The foregoing recitals are incorporated herein as if fully set forth hereinafter. The following words and terms when used in this Declaration will be defined as follows:

1.01 ASSOCIATION: The Misty Meadow Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

1.02 SUBDIVISION: Shall mean and refer to the real estate described on Exhibit A, attached hereto and by this reference made a part hereof, which is subject to the provisions of this Declaration and such additions thereto as may hereinafter be brought within the jurisdiction of the Association as provided herein.

1.03 COMMON AREA AND PROPERTY: Areas designated or to be designated by the Declarant are Common Areas or Community Areas. Common property includes but is not limited to entrance signs, even if such signs are on an easement created on a privately owned Lot.

1.04 COMMON EXPENSES: The expenses of administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Common Area; the costs of additions, alterations or improvements to the common area; the cost of insurance required or permitted to be obtained by the Board; utility expenses for the Common Area, if any; the cost of street lighting and snow plowing of streets; any expenses designated as common expenses by this act or the By-laws, and any expenses that the Developer or Board of Directors of the Association shall determine to be necessary or desirable to meet the primary purpose of the Association.

1. [illegible] The following words are incorporated herein as if fully [illegible] herein. The following words are terms when used in this declaration shall be defined as follows:

1.01 Association: The [illegible] Association, an Illinois not-for-profit corporation, its successors and assigns.

1.02 Exhibits: Exhibits [illegible] to the [illegible] described on Exhibit A, [illegible] attached. Each is subject to [illegible] and [illegible] as may be [illegible] by [illegible] or [illegible] as provided herein.

1.03 Limited Common Elements: [illegible] or to be designated by the Declaration [illegible] Limited Common Elements shall include but is not limited [illegible] a parking space [illegible] or [illegible] a garage space or a [illegible] assigned to a particular [illegible].

1.04 Improvements: The [illegible] and [illegible] including [illegible] management [illegible], [illegible], [illegible],

1.05 DECLARANT: STANDARD BANK, not individually but solely as Trustee under Trust Agreement dated March 3, 1978, and known as Trust No. 5684, and its successors and assigns, whether such succession or assignment applies to all or any part of the Subdivision.

1.06 DEVELOPER: Orchard Hill Building Company, an Illinois partnership, and Gallagher and Henry, an Illinois corporation, their successors and assigns.

1.07 LOT: That portion of the Subdivision shown on the recorded Subdivision plat or plats as improved or intended to be improved with one Lot as herein described. A Lot may or may not coincide with a Lot of record.

1.08 MEMBER: Shall mean or refer to every title holder of a Lot in the Misty Meadow Subdivision.

1.09 OWNER: The record holder of fee simple title to any Lot in the Subdivision, whether such owner shall be one or more persons or entities, the beneficiary or beneficiaries of a trust, shareholder of a corporation, or partner of a partnership, but excluding those persons or entities having any interest merely as security for the performance of an obligation.

1.10 BOARD OF DIRECTORS: Board of Directors shall mean and refer to the Board of Directors of the Misty Meadow Homeowners' Association. All rights, titles, powers, privileges and obligations vested in or imposed upon the Board pursuant to the Illinois Not-For-Profit Act (Ch. 32, Sec. 162a, et seq., Ill. Rev. State., 1987 ed.) and upon the Association in this Declaration shall be

held and executed by this Association through the duly elected members of the Board of Directors and their successors in office.

1.11 TURNOVER DATE: The date designated in written notice from the Developer to the Owners as being the date the Board of Directors will become responsible for the administration and enforcement of the Declaration.

1.12 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 paragraph 16.

2. BUILDINGS OR STRUCTURES: No detached building, shed, outbuilding, detached garage or building of any kind, other than a residential dwelling with an attached garage, approved fences (as specified in paragraph 11), and approved vegetable gardens, shall be erected, altered, placed or permitted to remain on any Lot in the Subdivision, and no such building or structure shall be put to any use other than for residential purposes. Such residential dwellings shall not exceed two (2) stories in height above grade and shall include an attached garage for not more than four (4) automobiles. All garages with space for three (3) or more automobiles must have an approval from the Architectural Review Committee. Except as provided herein, said building on said Lot or any part or portion thereof shall be used or occupied for single family use (including the use by members of the immediate family, children, brothers, sisters, grandchildren or parents), private residential purposes exclusively and shall never be used or occupied for multi-family, trade, commercial, home occupation, business, or agricultural purposes of any kind or nature. No room or rooms in any residence or parts thereof may be rented or leased and no paying guests

shall be quartered in any residence. Nothing contained in this paragraph, however, shall be construed as preventing the renting or leasing of any entire residence as a single unit to a single family.

Anything herein to the contrary notwithstanding, nothing herein contained shall be construed so as to prevent the Developer or its assigns or successors from erecting a single family residential building or buildings on any Lot or Lots in the Subdivision and using and maintaining such building(s) as a sales office, model home(s), business office, storage area, and/or construction area, for the purpose of the development and sale of Lots or homes in the Subdivision and any adjoining property.

3. OFFENSIVE ACTIVITIES, NUISANCE:. No noxious or offensive trade or activity shall be carried on upon any Lot in the Subdivision or shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. The storage and use of toxic substances and materials is prohibited.

4. EXISTING STRUCTURES: No existing structure shall be moved onto any Lot in the Subdivision from an off-site location.

5. PARKING OF VEHICLES: No type of vehicle except conventional passenger vehicles shall be parked outside any garage on any Lot in the Subdivision; provided, however, that commercial vehicles may be so parked when same are engaged in delivery or service to any residence located in the Subdivision. A commercial vehicle that is used for the Owner's principal occupation may be parked outside a garage, providing however that the vehicle does not exceed 8000 lbs. gross weight, including the vehicle and maximum load. Further, no aircraft, recreational vehicle, commercial vehicle, boat or snowmobile shall be

stored, either temporarily or permanently, outside any garage or otherwise in the open on any lot in the Subdivision.

6. ARCHITECTURAL REVIEW: Prior to construction, all building plans shall be submitted for approval to an Architectural Review Committee, which shall not unreasonably withhold such approval. Said Committee shall review submitted plans and reply to the submitting party no later than thirty (30) days after submittal. Said Committee shall consist of five individuals. These individuals shall be appointed by the Developer and shall serve for a term of three years. The power of appointment of these individuals shall remain with the Developer until their rights, powers and obligations are transferred to the Association.

No construction or installation of any sort, including but not limited to residential construction, approved fences (as specified in paragraph 11), approved vegetable gardens, approved additions, changing of facades or roof lines, or any construction or alteration of any kind, shall be commenced, erected or maintained, nor shall any addition or alteration thereto be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, heights, materials, color scheme, location on Lot, approximate cost of such improvements, the grading plan, and the landscape plan of the Lot they are to be built upon, shall have been submitted to and approved in writing by the Architectural Review Committee. The Architectural Review Committee shall have the authority to disapprove any such construction plans which are not suitable or desirable in the opinion of the Committee for aesthetic or other reasons. The decisions of the Committee shall be based on well reasoned value judgements. The decisions of the Committee shall be final.

7. EXTERIOR APPEARANCE:: All residential structures must have brick or stone covering the exterior of the first floor. Two story houses need not have brick or stone on the second story.

8. FARM ANIMALS; DOMESTIC ANIMALS: No farm animals, livestock or poultry of any sort shall be kept or housed on any Lot in the Subdivision. This restriction shall not apply to the keeping or housing of domestic birds, dogs, cats or fish.

9. SITE GRADING: The owner of any Lot in the Subdivision on which any site grading activity is planned shall be solely responsible for ensuring that such grading activity takes place according to the Master Grading Plan submitted by the Developer to and approved by the local Building Officials. Neither Declarant, nor Orchard Hill Building Company, nor Gallagher and Henry can be held responsible for any failure of an individual owner to adhere to such Master Grading Plan. Any owner who changes the grading of the Lot will be in violation of the covenants and subject to the enforcement provision of this agreement.

10. "FOR SALE" SIGNS: The Developer, Orchard Hill Building Company, Gallagher and Henry, and their successors and assigns, shall be allowed to erect and maintain "For Sale" signs on any lot in the Subdivision until said Lot, and any dwelling thereon, is sold to any person other than the Developer, Orchard Hill Building Company, or Gallagher and Henry. All "For Sale" or "For Rent" signs shall not exceed 2' x 2' in size and of type, design and appearance acceptable to the Architectural Review Committee. However, nothing in this paragraph shall be construed to restrict the erection of any signs by Developer, the Partners or Gallagher and Henry designed to advertise generally the name of

the Subdivision, the Developer or contractors involved, or to call attention to model homes as set forth in paragraph 13 below.

11. FENCES: No fence or other non-residential structure shall be erected or maintained on any Lot in the Subdivision which shall restrict the view in any way from an adjoining Lot in the Subdivision. Fences shall be allowed only in the rear yard of any Lot. Said structures shall be no higher than four (4) feet, except for swimming pool enclosures, which in no event shall said fence protrude forward beyond the rear wall of the building, and shall be governed by local ordinances. Fences shall be limited to fifty percent (50%) opacity. Fencing materials shall be limited to painted or stained, wood, wrought iron, aluminum, or vinyl coated cyclone fencing. No un-coated cyclone fences are allowed. In no event shall a fence protrude forward beyond the rear wall of a building and in case of a corner lot, the fence shall not protrude forward beyond the rear wall of the building or the face of the building on either side fronting a street. The fence, when necessary, should be designed to enhance, rather than detract, from the overall appearance of the property.

Prior to the erection or installation of any fence, plans showing the specific location and specifications for same shall be submitted to the Architectural Review Committee for approval, in accordance with paragraph 6 above.

12. VARIATIONS AND DEPARTURES: Declarant hereby reserves the right to enter into agreements with the owner or owners of any Lot or Lots, without the consent of the owner or owners of other Lot or Lots, to depart from or vary any and all of the covenants set forth above, provided there are practical difficulties or particular hardships or other good and sufficient reasons evidenced

by the owner making the request; and any such departure or variation, which shall be manifested by an agreement in writing, and shall be made with the intent to keep and maintain the Subdivision as desirable, attractive, uniform and suitable in architectural design and use, to prevent haphazard and inharmonious improvements thereto, to guard against the erection thereon of a building built of improper or unsuitable materials, and to provide for the highest level and quality of improvements thereto. Any departure or variation as set forth above shall not constitute a waiver of any such covenant as to the other Lots in the Subdivision, provided that any such departure or variation shall not result in harm or diminution in value of the Subdivision as a whole and shall not cause hardship or suffering, in the judgment of the Architectural Review Committee, to the remaining Lots.

13. MODEL HOMES: The Developer, Orchard Hill Building Company and Gallagher and Henry shall be allowed to construct single-family residences on any lots of their choosing in the Subdivision. These residences shall be used as "model homes" to advertise the construction product of the aforementioned entities, with appropriate signage and fencing.

14. COMMON OR COMMUNITY AREA DESCRIPTION: Declarant reserves the right to designate and add Common Area or property and to subject said Common Area or property to the terms of this Declaration.

15. USE BY OWNERS AND DEVELOPER. The Owners, their families, guests and invitees have the right to use the Community Area and all facilities thereon. Developer, its agents, employees and invitees also have the right to use the Community Area and all facilities thereon. Use of the Community Area and its

facilities shall be subject to the Rules, Regulations, Fees and Assessments established by the Developer, and the successor homeowner's association after the homes are completed.

16. THE ASSOCIATION: Developer shall cause the Association to be incorporated as a not-for-profit corporation. The Association shall be the governing body of all of the Owners provided in this Declaration and the By-Laws. All agreements and determinations lawfully made by the Association shall be deemed to be binding on all Owners and their respective successors and assigns.

16.01 MEMBERSHIP

(a) There shall be only one class of membership in the Association. The Owner of each Lot shall be a member of the Association. There shall be one membership per Lot Ownership. Membership shall be appurtenant to and may not be separated from Ownership of a Lot. Ownership of a Lot shall be the sole qualification for membership. The Association shall be given written notice of the change of Ownership of a Lot within ten (10) days after such change.

(b) One individual shall be designated as the "Voting Member" for each Lot. 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 Lot 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 Lot 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 Lot as the Voting Member for such Lot. Membership shall cease upon termination of Lot ownership.

16.02 THE BOARD: From and after the Turnover Date, the Board shall consist of three (3) individuals, each of whom shall be an Owner or a Voting Member, or both and shall reside in the Subdivision. Members of the Board of Directors shall be elected at each annual meeting of the Owners as provided in the By-Laws.

16.03 VOTING RIGHTS: Whenever a vote of the owners of the Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies and each Voting Member shall have one (1) vote per Lot represented by the Voting Member.

16.04 POWERS OF THE BOARD OF DIRECTORS. From and after the Turnover Date, the Board of Directors shall have the following powers:

(a) To maintain any Common Areas;

(b) To establish reasonable rules and regulations relating to the use and enjoyment of any Common Areas;

(c) To make capital investments, repair or replacement of any capital improvements on any Common Areas;

(d) To maintain and operate (including payment of energy charges) the street lighting system within the Subdivision;

(e) To appoint a financial officer to maintain accurate accounting records of income and expenses and to certify on behalf of the Association to any Owner the status of any and all regular and/or special assessments as of the date of said certification.

16.05 DIRECTOR AND OFFICER LIABILITY: Neither the Directors nor the Officers of the Association, whether elected or designated by the Developer, shall be personally liable to the Owners for any mistake of judgement 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 each of the Directors and each of the 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 judgements paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which such Director or Officer 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

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[illegible]

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.

17. LIABILITY INSURANCE: The Board shall also 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 Workmens' Compensation Insurance and other liability insurance as it may deem desirable, insuring each Owner, the Association, its Officers, members of the Board, the Declarant, the Developer, and their respective employees and agents, from liability in connection with Common Area ingress and egress; repairing and maintaining street lights; and insuring the Officers of the Association and members of the Board from liability for good faith actions beyond the scope of their claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses.

18. OWNERSHIP OF COMMUNITY AREA: Title to the Community Area shall continue to be held in trust by the Declarant under Trust No. 5684. The beneficial interest in said trust shall be solely vested in the Developer, its successors and assigns. At such time as all the Lots, other than the Lot designated as Community Area, have been sold by the Developer, or sooner at the option of Developer, Developer shall cause title to the Community Area to be transferred to the Association, and all of Developer's rights, powers and obligations under this Declaration of Trust shall then be deemed vested in the Association in accordance with the provisions of this Declaration.

19. CREATION OF LIEN AND PERSONAL OBLIGATION: Each owner of a Lot shall be and is deemed to covenant and hereby agrees to pay such assessments or other charges or payments as are levied pursuant to the provisions of this Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Lot at the time when the assessment or other charge or payment becomes due.

19.01 ANNUAL ASSESSMENT: Each year the Board shall furnish each Owner with a proposed budget for the ensuing calendar year which shall show the following, with reasonable explanations and itemizations:

(a) The estimated common expenses;

(b) The estimated amount, if any, to maintain adequate reserves for common expenses;

(c) The estimated net available cash receipts from sources other than assessments, including without limitation receipts from any leases, licenses or concessions;

(d) The amount of the "Annual Assessment" which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation;

(e) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Lot each year until the next Annual Assessment or revised Annual Assessment becomes effective.

19.02 PAYMENT OF ANNUAL ASSESSMENT:

(a) On or before the 1st day of February of the calendar year for which the Annual Assessment is assessed, each owner of a Lot shall pay to the Association that portion of the Annual Assessment which is payable by such Owner.

(b) The initial Assessment for all the Lots shall begin the first day of the month following the issuance of a certificate of occupancy on any Lot. All Annual Assessments shall be due in one installment for the year in which they are assessed. The Developer or Board may provide installment payments on a monthly or quarterly basis. The initial Assessment for the Developer will begin January 1, 1990.

19.03 SPECIAL ASSESSMENTS:

(a) Special Assessments may be levied by the Association to defray the expense, in whole or in part, of any capital improvement or unforeseen expenses. Such capital improvements shall include the construction, reconstruction or unexpected repair or replacement of any capital improvements on the Common Area; or other improvements required pursuant to this Declaration.

(b) Whenever the Board shall determine there exists a need for levying a Special Assessment as herein provided, the Board shall adopt a resolution setting forth the needed amount, period of payment and due date or dates for the proposed Special Assessment. All Special Assessments must be approved by a majority vote of the Voting Members of the Association. Such vote shall be taken at a meeting called by the Board for that purpose.

(c) Allocation of Assessments: Regular Annual and Special Assessments must be fixed at a uniform rate for all Lots, except as may be otherwise provided in this Declaration.

19.04 CAPITAL RESERVE: The Developer and the Board may segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common 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 Common Area and property owned by the Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Area or the purchase of property to be used by the Association in connection with its duties hereunder. The Capital Reserve may be built up by Special Assessment or out of the Annual Assessment as provided in the budget. Each budget shall disclose that portion of the Annual Assessment which shall be added to the Capital Reserve and shall also disclose (i) which portion thereof is for capital expenditures with respect to the Common Area and (ii) which portion thereof is for capital expenditures with respect to property owned or to be owned by the Association. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the

Association as agent and trustee for the Owners. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to property owned or to be owned by the Association shall be deemed to have been funded by capital contributions to the Association by the Owners.

19.05 NONPAYMENT OF ASSESSMENT:

(a) Any Assessments, Annual or Special, which are not paid on the due date shall be delinquent. Such delinquency shall be a continuing lien and an equitable charge running with the land touching and concerning said Lot so assessed, held by the then Owner or Owners, his heirs, devisees, personal representatives, assigns, successors and grantees.

(b) Should title to any Lot be held by more than one Owner, all Owners shall be jointly and severally liable.

(c) In addition to the lien for unpaid Assessments or any portion thereof in favor of the Board or Developer provided for herein, the Board or Developer shall have a lien on all tangible personal property located in, on, or about the Lot, except that such lien shall be subject and subordinate to prior bonafide liens of records.

(d) Assessments not paid on or before 20 days after the date when due shall bear interest at the prime lending rate of the Continental Illinois National Bank from the date when due until date of payment. All payments on account shall be applied first to interest and next to the principal of the Assessment which was first due and owing.

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10.02 [illegible]

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(e) The Developer or Association may recover any delinquent Assessments by bringing an action at law or in equity (including forcible entry and detainer) against the then Owner personally obligated to pay the same or foreclose the lien against the Lot. Such recovery shall include interest, costs and reasonable attorneys' fees incurred in connection with any such action.

(f) The enforcement of liens or charges shall be limited to a period of twenty-five (25) years.

(g) The venue of all actions at law or Equity shall be in Cook County, Illinois.

(h) No Owner may waive or otherwise escape liability for the Assessments provided for herein by the non-use of the Lot.

20. SUBORDINATION OF LIEN: The lien of the assessments provided for herein shall be subordinate to the lien of the first mortgage or first trust deed placed upon the Lot for the purpose of purchasing same. Such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the first mortgage or first trust deed. The sale or transfer of any Lot pursuant to a decree of foreclosure under such first mortgage or first trust deed, or any proceeding or conveyance in lieu thereof, shall not extinguish the lien of such assessments which have become due and payable prior to such sale or transfer. Such sale or transfer shall not relieve the Lot from liability for any assessments or installments thereafter becoming true.

21. POWER, AUTHORITY AND RIGHTS OF DEVELOPER: Until such time as the last Lot in the Subdivision is conveyed by Developer or upon transfer to the Association of the rights, powers and obligations set forth in this Declaration, the Developer shall have and exercise any and all of the powers, rights, duties and functions of the Association and its Board.

22. AMENDMENTS. This Declaration may be amended by the Declarant until such time as Developer, Orchard Hill Building Company (the beneficiary of Trust No.) and Gallagher and Henry have conveyed all lots in the Subdivision owned by them to other purchasers. Thereafter, this Declaration may be amended by vote of the majority of the owners of lots in the Subdivision. No amendment shall be effective unless and until a copy of same signed by the Declarant or, where appropriate, by majority of the owners of lots in the Subdivision, is filed of record in the office of the Recorder of Deeds of Cook County, Illinois.

23. ANNEXATION OF ADDITIONAL DEVELOPMENT PROPERTIES:

(a) DECLARANTS OPTIONS. Developer reserves the right to annex additional development property (being property other than that described on Exhibit "A").

(b) If at any time within twenty-five (25) years from the date of recording of this Declaration, Declarant (or its successors or assigns as defined herein) shall undertake to annex additional development properties, then such lands may be annexed to said Property by the recording, with the Recorder of Deeds, a Declaration of Inclusion executed by Declarant, in such form so as to subject such additional property to all of the terms and conditions of this Declaration. It is understood that such additional property my be developed in phases and Declarant may record more than one such Declaration of Inclusion.

(c) RIGHTS OF OWNERS UPON ANNEXATION. Upon the recording of a Declaration of Inclusion as set forth above, all rights, obligations, easements, restrictions and liabilities of the Owners and Declarant shall apply to the entire Property as then constituted (including the additional property and Lots) in the same manner as if the entire Property were originally subjected to the terms of this Declaration on the date of its recordation.

(d) NONSEVERABILITY OF RIGHTS. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Lot as more specifically set forth below, and may not be severed or alienated from such ownership.

24. GENERAL PROVISIONS:

(a) The covenants, conditions and restrictions contained herein, and all amendments thereto, shall run with the land and be binding upon Declarant and upon all persons claiming by, under and through Declarant until the date which is twenty-five (25) years from the date of execution of this Declaration;

(b) Upon the date referenced in subparagraph 24(a) above, this Declaration and all amendments thereto, shall be automatically extended for successive ten (10) year periods;

(c) COVENANTS AND RESTRICTIONS-RUNNING WITH LAND. The Covenants and Restrictions created by this Declaration run with the land both as to burden and benefit, and every conveyance or other instrument affecting the lot shall be deemed subject to these Covenants and Restrictions and bound thereby as fully and firmly as if said Covenants and Restrictions were fully set forth in said conveyance or other instrument.

(d) In the event that the owner of any lot in the Subdivision shall violate or attempt to violate any of the covenants, conditions and restrictions,

controls and limitations contained herein, the Developer, Orchard Hill Building Company and Gallagher and Henry and the successor Homeowner's Association shall have the right to institute and carry through any proceeding at law or in equity in order to prevent, restrain, enjoin or remove any such violation or attempted violation, or to recover damages based on such violation or attempted violation. All court costs, attorney fees, Developer fees, Witness fees, fees connected with case preparation, etc., fees connected with any legal proceeding initiated by the Developer, Orchard Hill Building Company, Gallagher and Henry, or brought against the Developer, Orchard Hill Building Company and Gallagher and Henry shall be borne by the party, in violation of these covenants regardless of the legal outcome of any issue brought to court.

(e) In the event that a court of competent jurisdiction finds any section, part, provision, term or phrase of this Declaration invalid, said invalidity shall not affect the validity or invalidity of the remainder hereof;

(f) This Declaration shall be effective upon the filing of record of same in the office of the Recorder of Deeds of Cook County, Illinois.

IN WITNESS WHEREOF, STANDARD BANK, not individually, but solely as Trustee under Trust Agreement dated September , 1990 and known as Trust No. , as owner of record, has caused this instrument to be executed by its Trust Officer, attested by its Assistant Secretary, and its corporate seal to be hereto affixed, on the day and year first above written.

STANDARD BANK, not individually, but solely as Trustee under Trust Agreement dated March 3, 1978 and known as Trust No. 5684.

By William D. O'Hearn
Trust Officer
WILLIAM D. O'HEARN

90485158

ATTEST:

Patricia Brankin

Assistant Secretary
PATRICIA A. BRANKIN

MISTY MEADOW UNIT 1

LOT	ADDRESS	TAX NUMBER
02	8136 Misty Meadow Drive	23-35-403-003
03	8144 Misty Meadow Drive	23-35-403-005
04	13302 Edinburgh Drive	(Underlying
	8143 Misty Meadow Drive	Property)
05	13310 Edinburgh Drive	
06	13316 Edinburgh Drive	
07	13324 Edinburgh Drive	
08	13336 Edinburgh Drive	
09	13340 Edinburgh Drive	
10	13404 Edinburgh Drive	
11	13412 Edinburgh Drive	
12	13426 Edinburgh Drive	
13	13432 Edinburgh Drive	
14	13442 Edinburgh Drive	
15	13448 Edinburgh Drive	
16	8142 Aberdeen Drive	
17	8136 Aberdeen Drive	
18	8127 Aberdeen Drive	
19	8117 Aberdeen Drive	
20	8109 Aberdeen Drive	
	13446 Misty Meadow Drive	
44	13303 Edinburgh Drive	
	8121 Misty Meadow Drive	
45	13311 Edinburgh Drive	
46	13317 Edinburgh Drive	
47	13325 Edinburgh Drive	
48	13339 Edinburgh Drive	
49	13343 Edinburgh Drive	
50	13405 Edinburgh Drive	
51	13415 Edinburgh Drive	
52	13427 Edinburgh Drive	
53	13445 Edinburgh Drive	
	8134 Aberdeen Drive	
54	8126 Aberdeen Drive	
55	8118 Aberdeen Drive	
56	8108 Aberdeen Drive	
	13438 Misty Meadow Drive	
57	13422 Misty Meadow Drive	
58	13414 Misty Meadow Drive	
59	13406 Misty Meadow Drive	
60	13344 Misty Meadow Drive	
61	13334 Misty Meadow Drive	
62	13328 Misty Meadow Drive	
63	13318 Misty Meadow Drive	
64	13312 Misty Meadow Drive	

MISTY MEADOW UNIT 2

LOT	ADDRESS	TAX NUMBER
21	8037 Aberdeen Court	23-35-403-003
	13441 Misty Meadow Drive	23-35-403-005
22	8023 Aberdeen Court	(Underlying
23	8019 Aberdeen Court	Property)
24	8005 Aberdeen Court	
25	8001 Aberdeen Court	
26	8002 Aberdeen Court	
27	8006 Aberdeen Court	
28	8010 Aberdeen Court	
29	8024 Aberdeen Court	
30	8038 Aberdeen Court	
	13437 Misty Meadow Drive	
31	13425 Misty Meadow Drive	
32	13411 Misty Meadow Drive	
	8039 Kirkcaldy Court	
33	8025 Kirkcaldy Court	
34	8011 Kirkcaldy Court	
35	8007 Kirkcaldy Court	
36	8003 Kirkcaldy Court	
37	8004 Kirkcaldy Court	
38	8008 Kirkcaldy Court	
39	8012 Kirkcaldy Court	
40	8016 Kirkcaldy Court	
41	8028 Kirkcaldy Coury	
42	8032 Kirkcaldy Court	
43	8040 Kirkcaldy Court	
	13349 Misty Meadow Drive	
65	13301 Misty Meadow Drive	

MISTY MEADOW UNIT ONE

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, 593.13 FEET FOR A POINT OF BEGINNING; THENCE IN 00°06'59" W. 246.00 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHWEST, RADIUS 636.00 FEET, 214.57 FEET; THENCE N 19°26'48" W, 213.25 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, RADIUS 638.19 FEET, 215.32 FEET; THENCE N 00°06'59" W, 100.00 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHWEST, RADIUS 344.31 FEET, 443.82 FEET; THENCE N 73°58'15" W, 83.47 FEET TO THE INTERSECTION OF THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35 WITH THE EAST LINE OF THE SOUTH 175 FEET OF THE WEST 1/5 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N 00°17'19" W ALONG SAID EAST LINE, 131.00 FEET TO THE SOUTH LINE OF THE EAST 81.57 FEET OF THE NORTH 44 FEET OF THE SOUTH 175 FEET OF SAID WEST 1/5; THENCE S 89°53'01" W ALONG SAID SOUTH LINE, 81.57 FEET TO THE WEST LINE OF THE EAST 81.57 FEET OF THE NORTH 44 FEET OF THE SOUTH 175 FEET OF SAID WEST 1/5; THENCE N 00°17'19" W ALONG SAID WEST LINE, 44.00 FEET TO THE NORTH LINE OF THE SOUTH 175 FEET OF SAID WEST 1/5; THENCE S 90°53'01" W ALONG SAID NORTH LINE, 183.14 FEET TO THE WEST LINE OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE S 00°16'30" E ALONG SAID WEST LINE, 1498.37 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N 89°51'02" E ALONG SAID SOUTH LINE, 732.25 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

MISTY MEADOW UNIT TWO

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SAID SOUTHEAST QUARTER OF SAID SECTION 35 AND RUNNING THENCE N 00°20'41" W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35, 822.61 FEET TO THE SOUTH LINE OF THE NORTH 500.00 FEET OF THE EAST 661.44 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE S 89°53'01" W ALONG SAID SOUTH LINE, 661.44 FEET TO THE WEST LINE OF THE NORTH 500.00 FEET OF THE EAST 661.44 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N 00°20'41" W ALONG SAID WEST LINE, 500.00 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE S 89°53'01" W ALONG SAID NORTH LINE, 397.58 FEET TO THE EAST LINE OF THE SOUTH 175 FEET OF THE WEST 1/5 OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHWEST, RADIUS 344.31 FEET, 443.82 FEET; THENCE S 00°06'59" E 00°06'59" E, 100.00 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE NORTHEAST, RADIUS 638.19 FEET; THENCE S 19°26'48" E, 213.25 FEET; THENCE ALONG A TANGENTIAL CURVE, CONCAVE TO THE SOUTHWEST, RADIUS 636.00 FEET, 214.57 FEET; THENCE S 00°06'59" E, 246.00 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 35; THENCE N 89°51'02" E ALONG SAID SOUTH LINE, 593.13 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

LINDA STAZACK
C/O GALLAGHER & HENRY
6780 JOLIET ROAD
COUNTRYSIDE, ILLINOIS
60525