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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
LAUREL HILLS SUBDIVISION

This Declaration of Covenants, Conditions and Restrictions ("Declaration") is made as of November 20, 1990 by South Holland Trust and Savings Bank not personally but as Trustee under trust agreement dated September 12, 1988 and known as Trust Number 9096 ("Declarant").

WITNESSETH:

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COOK COUNTY RECORDER

WHEREAS, Declarant is the owner and legal title holder of certain real estate in the Village of Orland Park, County of Cook and State of Illinois, which real estate is legally described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Declarant intends that the Property be developed pursuant to this Declaration; and

WHEREAS, it is the purpose of this Declaration to ensure the proper development of the Property and in general to encourage construction of attractive, high quality, permanent improvements.

NOW, THEREFORE, the Declarant hereby declares that the Property shall be transferred, held, sold, conveyed and accepted subject to this Declaration and that the following covenant, condition and restriction shall (1) exist at all times hereafter amongst all parties having or acquiring any right, title or interest in any portion of the Property; (2) be binding upon and inure to the benefit of each Owner; and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

Any Dwelling to be constructed on a Lot shall contain not less than 2,000 square feet of Liveable Space.

As used herein, the terms, Dwelling, Lot and Liveable Space are defined as:

DWELLING: A building located on a Lot and intended for residential purposes.

LOT: A designated part of the Property, established pursuant to the plat of subdivision.

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LIVEABLE SPACE: A Dwelling, exclusive of any improvement attached or adjacent to or part of the Dwelling utilized for storage of personal property such as a garage or an unfinished basement area.

GENERAL PROVISIONS

1. The covenants, conditions and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded in the Office of the Recorder of Deeds of Cook County, Illinois, after which time said covenants shall be automatically extended for successive periods of ten (10) years.

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

3. Each grantee of Declaration by taking title to a Lot, and each purchaser under any contract for a deed of conveyance pursuant to which said grantee will take title, accepts said title subject to all restrictions, conditions, covenants, created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Paragraph or described in any other part of this Declaration shall be sufficient to create and reserve such rights to the respective grantees, mortgagees and trustees of such lot as fully and completely as though such rights were recited fully and set forth in their entirety in any such documents.

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4. The Owner of any Lot subject to this Declaration 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 and obligations above set forth, or any of them, in addition to the right to bring a legal action for damages.

5. Subject to the Provisions of Paragraph 6 below, the Owners may revoke, modify, or amend or supplement in whole or in part any or all of the covenants, obligations and conditions contained in this Declaration and may release all or any part of the Property from all or any part of this Declaration. Any such revocation, modification, amendment or supplement may be made effective at any time if the Owners of at least two-thirds (2/3) of the Lots consent thereto. Any such revocations, modifications, amendments or supplements shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by a Notary Public of the State of Illinois and recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

6. Declarant hereby reserves the right and power to record a special amendment (hereinafter the "Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Association, the Veterans' Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee first mortgages encumbering any Lot, or (iii) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto.

7. The provisions of this Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for development for the Property.

8. In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment

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of all obligations, liens or indebtedness and for the performance of all agreements, covenants, obligations and undertakings chargeable or created under this Declaration against any such Lot. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon said Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to any such Lot.

9. All headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration. The singular shall include the plural wherever the Declaration so requires, and the masculine the feminine and neuter and vice versa.

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

This Declaration is executed by South Holland Trust and Savings 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 (and South Holland and Savings Bank hereby warrants that it possesses full power and authority to execute this instrument), and solely for the purpose of subjecting the Property to the terms of this Declaration. It is expressly understood and agreed by every person, firm, corporation, trust or other entity hereafter claiming any interest under this Declaration that any and all obligations, duties, covenants and agreements of every nature herein set forth by South Holland Trust and Savings Bank, as Trustee as aforesaid, to be kept and performed, if any, are intended to be kept, performed and discharged by the beneficiaries under said Trust Number 9096 or their successors, and not by South Holland Trust and Savings Bank personally, and no personal liability hereunder whatsoever is assumed by nor shall be asserted or enforced against said Trustee, all such liability, if any, being expressly waived, and further, that no duty shall rest upon South Holland Trust and Savings Bank, either personally or as such Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising under the terms of this

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Declaration. In the event of a conflict between the provisions of this paragraph and any other provision of this Declaration with respect to any question of apparent liability or obligation resting upon said Trustee, the exculpatory provisions hereof shall be controlling.

IN WITNESS WHEREOF, South Holland Trust and Savings Bank, as Trustee as aforesaid, and not individually, has caused its corporate seal to be affixed her unto and has caused its name to be signed to this Declaration by its (Assistant) Vice-President and attested by its (Assistant) Secretary, as of the day and year first above written.


South Holland Trust and Savings Bank,
as Trustee as aforesaid.

By:


~~XXXXXXXXXXXXXXXXXXXX~~
Trust Officer

ATTEST:

By:


(Assistant) Secretary

Notwithstanding any terms or provisions of this instrument, the South Holland Trust & Savings Bank, Trust No. 1000, is not bound by any of the terms or provisions of this instrument, and the same shall be void and of no effect as to the trust properly as here referred to.

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COUNTY OF COOK)

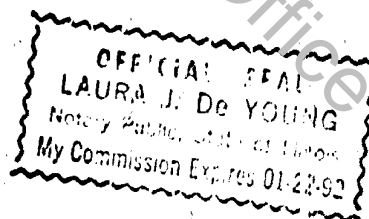
I, the undersigned, a Notary Public in and for the County in the State aforesaid, DO HEREBY CERTIFY that Michael L. Nylan, the Trust Officer ~~President~~ of South Holland Trust and Savings Bank and Gary L. Scander, Asst. Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer ~~President~~ and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Asst. Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of November, 1990.

Laura J. De Young
Notary Public

THIS DOCUMENT WAS PREPARED BY:

James A. Davids, Esq.
122 S. Michigan, Suite 1220
Chicago, Illinois 60603



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EXHIBIT "A"

Lots 1 Through 22, both inclusive and outlots A and B, in Laurel Hill Subdivision of part of the Northwest 1/4 of Section 29, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

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