

DECLARATION OF CONDITIONS, COVENANTS, EASEMENTS AND RESTRICTIONS  
RELATING TO THE "PLUM GROVE HILLS OWNERS ASSOCIATION"

THIS DECLARATION is made and entered into by the FIRST NATIONAL BANK OF LAKE FOREST as TRUSTEE UNDER TRUST NO. 5021 dated August 1, 1976, and hereinafter referred to as the "OWNER".

W I T N E S S E T H:

WHEREAS, the Owner is vested in fee simple with the following described real estate:

"Plum Grove Hills, Unit One being a subdivision of Part of the South West Quarter of the North West Quarter of Section 27, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois"

WHEREAS, Owner is in the process of developing said Plum Grove Hills area for single family detached houses, and

WHEREAS, Owner plans to follow a specific plan on said described property, and

WHEREAS, It is the wish of the Owner to establish for the benefit of the future owners and occupants of said property certain easements and rights in and upon said properties subject to certain beneficial obligations, restrictions, maintenance and use, and

WHEREAS, Owner desires to declare that the owners, mortgagees and other persons acquiring any interest in the premises shall enjoy certain benefits, but their interest shall be subject to easements and restrictions hereinafter set forth which plan is to protect the ownership and facilitate the future proper administration of the property.

NOW, THEREFORE, Owner hereby declares that all of the properties described in this instrument to be held, sold, occupied, and transferred according to the following undertaking, covenants, restrictions and liens which shall run with the properties and be binding upon all parties hereinafter

taking an interest in said properties and shall further be for the benefit of said owners.

## ARTICLE I

### DEFINITIONS

The words hereinafter used shall have the generally understood meaning and are so declared:

1. Assessment. Those monies required for the cost and managing, repairing and maintaining certain property, to be paid by each owner, which shall be applicable to the maintenance of the 5.2 acre park located in Unit 1, which is the responsibility of the Board to maintain, manage and administer.

2. Association. The PLUM GROVE HILLS OWNERS ASSOCIATION, a Not-For-Profit Corporation of Illinois.

3. Board. The Directors acting for the Association.

4. Park Area. All of the park area of approximately 5.2 acres situated in the center of Unit 1 of Plum Grove Hills.

5. Declaration. The Owner who has executed this instrument shall be known as the Declarant and this instrument as it now exists or as it may be amended shall be known as the Declaration.

6. Development. The area known as Plum Grove Hills, legally described in Article I, Paragraph 11 below, shall be known as the "Development", and is hereby incorporated by reference herein and on the plat of subdivision.

7. Majority or Majority of the Unit Owners. The owners who own more than 50% of the units.

8. Member. Every person or entity who holds membership in the Association.

9. Occupant. Person or persons, including owner, in lawful possession of a Unit.

10. Property. All the land, building and space comprising the real estate described in this Declaration, all improvements, and structures constructed or contained therein or thereon, including the buildings and all easements, rights and appur-

enances belonging thereto, and all fixtures and property intended for the common and mutual use, benefit or enjoyment of the Owners and such additions as may hereafter be made subject to this Declaration.

11. Unit. Each Unit is identified by lot number on the plat for Plum Grove Hills, as legally described below:

"Plum Grove Hills, Unit One, being a subdivision of part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois."

## ARTICLE II

### PROPERTY RIGHTS AND EASEMENTS

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

(a) The right of the Association, in accordance with the Declaration and the Articles of Incorporation and By-Laws of the Association, to borrow money for the purpose of improving the Park Area and facilities and in aid thereof to mortgage the Park Area.

(b) The right of the Association to prescribe reasonable regulations governing the use, operation and maintenance of the Park Area.

(c) The right of the Association to dedicate or transfer all or any part of the Park Area to any public agency, authority or utility for such purposes upon the dedication or transfer of the Park Area to a public agency, all of the rights of the individual owners and other parties under this agreement will terminate. Said dedication or transfer of all or any part of the Park Area shall occur on the vote of two-thirds of the duly elected Directors of the Association, which is to be established under Article IV of this Agreement.

2. Delegation of Use. Any owner may delegate, in accord-

ance 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.

3. Easements to Run with the Land. All easements and rights described herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any Owner, purchaser, mortgagee and other person having any interest in the Property or any part or portion thereof.

4. Title to the Park Area. Declarant may retain the legal title to the Park Area until such time as the improvements are as set out in the Plans and Specifications certified by Murry & Moody #76 70 which have been approved by the Village of Palatine and are completed and until such time as, in the opinion of the Declarants the Association is able to maintain the same, but notwithstanding any provision herein, Declarant hereby covenants, to convey the Park Area to the Association not later than a point in time when 75% of the area known as Unit 1 of Plum Grove Hills, as legally described below, is built and sold to parties other than the Declarant.

"Plum Grove Hills, Unit One, being a subdivision of part of the Southwest Quarter of the Northwest Quarter of Section 27, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois."

#### ARTICLE III

##### ADDITIONS TO EXISTING PROPERTY

1. It is agreed that the Developer shall have the right to bring within the scope of this Declaration additional lands within Plum Grove Hills which shall be additional park sites. Such additional park sites shall be bound by the terms of this Declaration. The additions authorized under this and succeeding paragraphs shall be made by filing a plat amendment incorporating by reference a supplemental declaration of covenants

and restrictions which will extend the scheme of covenants and restrictions to such additional property.

2. This Association may merge or consolidate with another association and transfer all of its property rights and obligations to the surviving corporation and the surviving corporation shall be vested with all the rights and powers to administer this Declaration.

#### ARTICLE IV

##### OCCUPANCY AND USE

1. The Park Area shall be used for only ingress and egress to the respective units and for park purposes by the families residing in Plum Grove Hills, their guests, household help and visitors.

2. Additional Uses. The Park Area shall not be obstructed in any manner whatsoever including storage by any owner without the consent of the Board and no use shall be made of any Park Area without prior written consent of the Board.

3. Offensive Activities. No unlawful, immoral, noxious or offensive activity shall be carried on in the Park Area, nor shall anything be done therein, neither willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Occupants.

#### ARTICLE V

##### MAINTENANCE AND REPAIR

1. The Association shall be responsible for the maintenance of the Park Area, including the maintenance of landscaping and other Park improvements authorized by the Board or required by any ordinance of the Village of Palatine.

2. Except for the rights of the Village of Palatine to enforce its ordinances, the Board shall have the exclusive authority to take or refrain from taking any action pursuant to this ARTICLE. All expenses which, pursuant to this Article are chargeable to any Owner, may be specifically assessed to such Owner and shall be payable by such Owner as prescribed by the Board.

#### ARTICLE VI

##### ASSOCIATION MEMBERS VOTING RIGHTS

1. Prior to the date of the first conveyance of a Unit to an Owner, Declarant shall cause to be incorporated a not-for-profit corporation of the State of Illinois to be called PLUM GROVE HILLS OWNERS ASSOCIATION or any name similar thereto.

2. Each lot shall be considered a unit and each unit shall be entitled to one vote and one unit of membership, and shall hereinafter be called "Owner". Every Owner shall be a member of said Association which membership shall automatically terminate upon the sale, transfer or other deposition of such member of his Unit ownership, at which time the new Owner shall automatically become a member of the Association therein. The Association may issue certificates evidencing membership therein. Such corporation shall have all of the powers, duties and obligations and shall be operated in the manner, as set forth in this Article pertaining to the administration of the Association. Each Owner agrees to be bound by and observe the administration of the Association. Each Owner agrees to be bound by and observe the terms and provisions of the Association charter, its By-Laws and the rules and regulations promulgated from time to time by said Association, its Board of Directors and Officers. The holder of an interest for security purposes only shall not be a member. Membership shall

be expanded from time to time to the extent of the number of Units when such Units are by declaration included within these covenants and are subject to this Declaration as provided in Article III above.

3. The Association shall have the right to suspend the voting rights of any member for any period during which any assessment against his Unit remains unpaid.

4. Meetings of the voting members shall be held at the property or at such other place as may be designated in a notice of a meeting. The presence in person or by proxy at any meeting of the voting members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

5. Special meeting of the voting members may be called at any time for the purpose of considering matters which by the terms of the Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. There shall be at least one annual meeting of the voting members at such time and place as the Board shall hereinafter establish. Notice of the meetings shall be given at least five (5) days prior to the date fixed for the meeting. The notice shall specify the date, time and place of the meeting and the matters to be considered.

Notices may be delivered either personally or by mail to the persons entitled to vote.

## ARTICLE VII

### BOARD OF DIRECTORS

1. At its initial meeting, the voting members shall elect a Board of Directors consisting of five (5) members. In all elections for members of the Board, each voting member shall be entitled to vote on a cumulative voting basis, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. A majority of the total number of members on the Board shall constitute the quorum. Members of the Board shall receive no compensation for their service, unless expressly allowed by the Board at the direction of the voting members having two-thirds (2/3) of the total vote. Vacancies in the Board, including vacancies due to any increases in the number of persons on the Board, shall be filled by election by the voting members present at the next annual meeting or at a special meeting of voting members called for such purpose.

2. The Board shall elect from its members a President who shall preside over both its meetings and those of the voting members, and who shall be the Executive Officer of the Board, and a Secretary who shall keep the minutes of all meetings of the Board, and who shall in general, perform all the duties incident to the office of Secretary. The Board shall also elect a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect.

3. Without limiting the general powers which may be provided by law, and this Declaration, the Board shall have the following obligations, powers and duties:



- (a) to engage the services of a manager who shall manage and operate the Park for all Owners upon such terms and with such authority as the Board may approve.
- (b) to formulate policies for the administration, management and operation of the Park Area.
- (c) to adopt rules and regulations with written notice thereof to all Owners governing the administration, management, maintenance, operation, use, conservation and beautification of the Park Property for the health, comfort, safety and general welfare of the Owners, and to amend such rules and regulations from time to time with written notice to all Owners.
- (d) to provide for the designation, hiring and removal of employees and other personnel necessary for the maintenance, repair, administration, management and operation of the Park Property.
- (e) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided.
- (f) to pay out of the maintenance fund for all necessary expenses in connection with the management of the Park Property including all utility services and general taxes assessed against the Park Area.
- (g) to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners.
- (h) to grant such easements and rights of way which they may deem necessary or desirable.

4. In the event of any dispute or disagreement between any Owners relating to the Park Property, or any question of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

ARTICLE VIII  
ASSESSMENTS-MAINTENANCE FUND

1. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services, and shall on or before December 15th notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof. Estimated cash requirements shall be assessed to the Owners on an equal basis. On or before January 1st of the ensuing year, and the 1st of each and every month of said year, each owner shall be obligated to pay to the Board or as it may direct, 1/12th of the assessment made pursuant to this paragraph. On or before May 1st of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance, expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added to the installments due in the succeeding six months after rendering of the accounting.

2. Owners of Units shall be personally liable for all assessments. Each grantee shall be personally liable for all assessments due at time of conveyance without prejudice, however, to grantee's rights to reimbursement from grantor. Liability for such assessment may not be avoided by non-use of Park Area or abandonment of his Unit.

3. If an Owner is in default in the monthly payment of the aforesaid charges or assessment for thirty days, the Association may bring suit for and on behalf of itself and as representatives

of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided, and there shall be added to the amount due, any and other fees and expenses together with legal interest and reasonable attorneys' fees to be fixed by the Court.

#### ARTICLE IX

##### AMENDMENTS

1. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed by Owners having at least three fourths (3/4) of the total vote, and certified by the secretary of the Board, provided, however, that all lien holders of record have been notified either by personal service or mailing by certified mail of such change, modification or rescission, and an affidavit by said secretary certifying to same is a part of such instrument. It being further agreed that any amendment affecting the maintenance and operation of the Park or the enforceability of these covenants shall first be submitted to and approved by the Village of Palatine, Illinois.

2. The change, modification or rescission, accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds, Cook County, Illinois.

#### ARTICLE X

##### GENERAL PROVISIONS

1. If any provision of the Declaration of any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of

the Declaration of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby.

2. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers 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 if he had been the original grantee under the deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Unit Ownerships as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

2. These covenants and restrictions shall run with, and be binding upon, all land which by Declaration, as elsewhere herein provided for, is brought within these covenants and restrictions and shall be binding upon the Association and upon all persons owning, leasing, subleasing, or occupying any such land, their heirs, executors, administrators, personal representatives, successors and assigns. These covenants and restrictions may be enforced by the Association, which shall have the right to expend Association monies in pursuance thereof, and may also be enforced by the Owner of any Unit in the subdivisions or any one or more of said parties. If the Association, its successors and assigns fails to remedy any violation of any covenant or

restriction herein or to enforce same, the Village of Palatine shall have the right to take such action as may be necessary to enforce any covenant or restriction or remedy any violation of the same and the expenses incurred by said Village, including Court costs and reasonable attorneys' fees shall be collected from the person or persons violating or attempting to violate any covenant or restrictions.

IN WITNESS WHEREOF, the Declarant has caused its corporate seal to be hereunto affixed and this Declaration to be signed by the duly authorized officers this 30th day of September, 1976.

FIRST NATIONAL BANK OF LAKE FOREST,  
not personally, but as Trustee under  
Trust No. 5021

By William J. Sommer  
Vice President

ATTEST Edward G. B. [illegible]  
~~Secretary~~  
Trust Officer

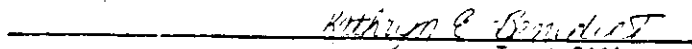
SUBJECT TO EXONERATION  
CLAUSE ATTACHED

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank of Lake Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

The First National Bank of Lake Forest, as Trustee  
under Agreement dated 5-1-74, and known as  
Trust No. 5000, and not personally or individually.

  
Vice President

Attest:

  
Trust Officer

JUN 1 1977  
23948763

FIRST AMENDMENT TO THE DECLARATION  
OF CONDITIONS, COVENANTS, EASEMENTS  
AND RESTRICTIONS RELATING TO THE  
"PLUM GROVE HILLS OWNERS ASSOCIATION"

THIS DECLARATION made and entered into this 14th day of April, 1977, by FIRST NATIONAL BANK OF LAKE FOREST, an Illinois banking corporation, as Trustee Under Trust Agreement dated April 7, 1977, and known as Trust No. 5290, but not personally (the "Trustee");

W I T N E S S E T H:

WHEREAS, by a Declaration of Conditions, Covenants, Easements and Restrictions relating to the "Plum Grove Hills Owners Association" recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document FIRST NATIONAL BANK OF LAKE FOREST as Trustee under Trust Agreement and known as Trust Number 5021, filed a certain Declaration of Conditions, Covenants, Easements and Restrictions relating to the "Plum Grove Hills Owners Association" (the "Declaration") covering the following property:

"Plum Grove Hills, Unit One, being a subdivision of part of the South West 1/4 of the North West 1/4 of Section 27, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois"

WHEREAS, Article III of the Declaration provides as follows:

"ARTICLE III - Additions to Existing Property.

1. It is agreed that the Developer shall have the right to bring within the scope of this Declaration additional lands within PLUM GROVE HILLS which shall be additional park sites. Such additional park sites shall be bound by the terms of this Declaration. The additions authorized under this and succeeding paragraphs shall be made by filing a plat amendment incorporating by reference a supplemental declaration of covenants and restrictions which will extend the scheme of covenants and restrictions of this Declaration to such additional property.

2. This Association may merge or consolidate with another association and transfer all of its property rights and obligations to the surviving corporation and the surviving corporation shall be vested with all the rights and powers to administer this Declaration."

WHEREAS, The developer who is the sole beneficiary of First National Bank of Lake Forest Trust No. 5290 and First National Bank of Lake Forest Trust No. 5021, and pursuant to Article III above of the Declaration, wishes to add the following described additional property by bringing said parcel under

the scope of the Declaration:

"Plum Grove Hills, Unit Two, being a subdivision of part of the South West Quarter of the North West Quarter of Section 27, Township 42 North, Range 10, East of the Third Principal Meridian, all in Cook County, Illinois.

NOW, THEREFORE, the Declaration as heretofore filed, is hereby amended as follows:

1. The Additional Property is hereby bound by the same conditions, covenants, easements and restrictions of the Declaration heretofore filed relating to Plum Grove Hills Owners Association, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.

2. This supplemental amendment to the Declaration will extend the scheme of the conditions, covenants, easements and restrictions of the Declaration heretofore filed relating to the Plum Grove Hills Owners Association, to the Additional Property.

3. Article 1, Paragraph 4 shall be amended to include that the additional park sites shall be extended to include the Additional Property.

4. Article 1, Paragraph 11 shall be amended to include the legal description of the Additional Property, Plum Grove Hills Unit Two.

5. Article 11, Paragraphs (a), (b), and (c) shall be amended to include in each paragraph and subparagraph the additional park sites of the Additional Property.

6. All of the Unit Owners by the Trustee, hereby consent to this Amendment to the Declaration, pursuant to the provisions set forth under Articles IX and X of the Declaration.

7. The additional easements incorporated into this supplemental Amendment are hereby granted and conveyed for the benefit of any Owner, Purchaser, Mortgagee or Persons having any interest in the Declaration.



8. Except as set forth herein, the Declaration shall remain in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the FIRST NATIONAL BANK OF LAKE FOREST as Trustee under Trust Agreement dated April 7, 1977 and known as Trust No. 5290, and the FIRST NATIONAL BANK OF LAKE FOREST as Trustee under Trust Agreement and known as Trust 5021, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its President and attested to by its TRUST OFFICER, and have set their hands and seals, as of the date and year first above mentioned.

FIRST NATIONAL BANK OF LAKE FOREST,  
as Trustee under Trust No. 5290,  
not personally,

by: *Henry E. Cramer*  
Vice Pres.

ATTEST:

*Ronald L. Kilgus*  
TRUST OFFICER

SUBJECT TO EXONERATION  
CLAUSE ATTACHED

FIRST NATIONAL BANK OF LAKE FOREST,  
as Trustee Under Trust No. 5021,  
not personally,

by: *Henry E. Cramer*  
Vice Pres.

ATTEST:

*Ronald L. Kilgus*  
TRUST OFFICER

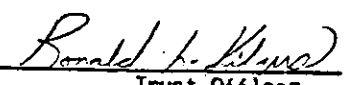
SUBJECT TO EXONERATION  
CLAUSE ATTACHED

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank of Lake Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

The First National Bank of Lake Forest, as Trustee  
under Agreement dated 7/7/77 & 1/1/76, and known as  
Trust No. 5290 & 5221, and not personally or individually.

  
Vice President

Attest:

  
Trust Officer

SECOND AMENDMENT TO THE DECLARATION  
OF CONDITIONS, COVENANTS, EASEMENTS  
AND RESTRICTIONS RELATING TO THE  
"PLUM GROVE HILLS OWNERS ASSOCIATION"

NOW THIS DECLARATION made and entered into this 10th day of November, 1977, by FIRST NATIONAL BANK OF LAKE FOREST, an Illinois Banking corporation, as Trustee under Trust Agreement dated July 21, 1977 and known as Trust No. 5386, but not personally, the "Trustee";

W I T N E S S E T H:

WHEREAS, by a Declaration of Conditions, Covenants, Easements and Restrictions relating to the "Plum Grove Hills Owners Association" recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. 23683794 FIRST NATIONAL BANK OF LAKE FOREST as Trustee under Trust Agreement and known as Trust Number 5021, filed a certain Declaration of Conditions, Covenants, Easements and Restrictions relating to the "Plum Grove Hills Owners Association" (the "Declaration") covering the following property:

"Plum Grove Hills, Unit One, being a subdivision of part of the South West 1/4 of the North West 1/4 of Section 27, Township 42 North, Range 10, East of the Third Principal Meridian in Cook County, Illinois"

WHEREAS, Article III of the Declaration provides as follows:

"ARTICLE III - Additions to Existing Property.

1. It is agreed that the Developer shall have the right to bring within the scope of this Declaration additional lands within PLUM GROVE HILLS which shall be additional park sites. Such additional park sites shall be bound by the terms of this Declaration. The additions authorized under this and succeeding paragraphs shall be made by filing a plat amendment incorporating by reference a supplemental declaration of covenants and restrictions which will extend the scheme of covenants and restrictions of this Declaration to such additional property.

2. This Association may merge or consolidate with another association and transfer all of its property rights and obligations to the surviving corporation and the surviving corporation shall be vested with all the rights and powers to administer this Declaration."

24339871

*Recorded*  
2/24/78

WHEREAS, the developer who is the sole beneficiary of First National Bank of Lake Forest Trust No. 5386, First National Bank of Lake Forest Trust No. 5290, the property described under the First Amendment to the Declaration, and First National Bank of Lake Forest Trust No. 5021, the property described under the original Declaration, has amended the declaration by filing a plat amendment to the plat of Plum Grove Hills Unit #2, and pursuant to Article II above of the original Declaration, wishes to add the following described additional property by bringing said parcel within the scope of this Declaration:

"Plum Grove Hills, Unit Three, being a subdivision of part of the South West Quarter of the North West Quarter of Section 27, Township 42 North, Range 10, East of the Third Principal Meridian, all in Cook County, Illinois."

NOW, THEREFORE, the Declaration as heretofore filed, is hereby amended as follows:

1. The Additional Property is hereby bound by the same conditions, covenants, easements and restrictions of the Declaration heretofore filed relating to Plum Grove Hills Owners Association, and shall be deemed to be governed in all respects by the terms and provisions of the Declaration.
2. This supplemental amendment to the Declaration will extend the scheme of the conditions, covenants, easements and restrictions of the Declaration heretofore filed relating to Plum Grove Hills Owners Association, to the additional property.
3. Article I, Paragraph 4 of the original Declaration shall be amended to include that the additional park sites shall be extended to include the Additional Property.
4. Article I, Paragraph 11 shall be amended to include the legal description of the Additional Property, Plum Grove Hills Unit III.
5. Article II, Paragraphs (a), (b) and (c) of the original Declaration shall be amended to include in each paragraph and subparagraphs the additional park sites of the Additional Property.

6. All of the Unit Owners by the Trustee, hereby consent to this Amendment to the Declaration, pursuant to the provisions set forth under Articles IX and X of the original Declaration.

7. The additional easements incorporated into this supplemental Amendment are hereby granted and conveyed for the benefit of any Owner, Purchaser, Mortgagee or Persons having any interest in the original Declaration.

8. Except as set forth herein, the original Declaration shall remain in full force and effect in accordance with its terms and provisions.

IN WITNESS WHEREOF, the First National Bank of Lake Forest as Trustee under Trust Agreement dated July 21, 1977 and known as Trust No. 5386, the First National Bank of Lake Forest as Trustee under Trust Agreement dated April 7, 1977 and known as Trust No. 5290, and the First National Bank of Lake Forest as Trustee under Trust Agreement dated August 1, 1976 and known as Trust No. 5021, has caused its corporate seal to be affixed hereunto and has caused its name to be signed to this presents by its President and attested to by its TRUST OFFICER, and have set their hands and seals, as of the date and year first above mentioned.

FIRST NATIONAL BANK OF LAKE FOREST  
U/T/A dated 7/21/77 a/k/a Trust No. 5386,  
not personally,

ATTEST:

Ronald L. Wilson  
J  
TRUST OFFICER

by Ronald L. Wilson Sr. V.P.

NOTARY PUBLIC  
STATE OF ILLINOIS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the First National Bank of Lake Forest or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee, whether or not in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

The First National Bank of Lake Forest, as Trustee  
under Agreement dated 7/21/77, and known as  
Trust No. 5386, and not personally or individually.

*Ronald E. Hoon*

Vice President

Attest:

*Ronald L. Kilmer*  
Trust Officer