

Maynegaite

Of Olympia Fields



Maynegaite Property Owners Association

Real Estate Covenants & By-Laws

First Amendment

(Recorded January 25, 1994)

Second Amendment

(Recorded March 29, 1995)

Third Amendment

(Recorded February 2, 2005)

(Please retain for future reference)

IMPORTANT NUMBERS

VILLAGE OF OLYMPIA FIELDS

Governors Hwy. at 207th Street

Village Hall

Public Works

Web Site

503 - 8000

503 - 8200

www.olympia-fields.com

Hours: Mon

8:00 AM – 7:30 PM

Tues – Fri

8:00 AM – 3:00 PM

Sat and Sun

CLOSED

The Olympia Fields Board of Trustees meets every 2nd and 4th Monday of each month at 7:30 PM at the Village Hall. **ALL** residents are encouraged to attend.

POLICE DEPARTMENT:

Matteson)

Emergency

911

Non-Emergency

503 - 8100

FIRE DEPARTMENT (Village of

Emergency

911

Non-Emergency

283 - 4939

OLYMPIA FIELDS PARK DISTRICT

Sgt. Means Park Office

20712 Western Ave.

481 - 7313

Hours: Mon – Fri

9:00 AM – 4:00 PM

Sat

9:00 AM - Noon

Parks are open from dawn until dusk.

The Park District Board meets the 3rd Month of every month at 7:00 PM at the Cull House in Sgt. Means Park. **ALL** residents are encouraged to attend.

RICH TOWNSHIP - MAIN OFFICE

22013 Governors Hwy.

Richton Park, IL 60471

748 - 6722

Hours: Mon – Fri

9:00 AM – 4:00 PM

Wed

until 7:00 PM

Services provided include: Assessors Office, Youth Department, GED classes, Family Youth Counseling, Food Pantry, Senior Citizens Department, Transportation, Emergency services, and General Assistance Programs

LIBRARY

Park Forest Library

400 Lakewood Blvd.

Park Forest, IL 60466

748 - 3731

Hours: Mon – Thur

10:00 AM – 9:00 PM

Fri

10:00 AM – 6:00 PM

Sat

9:00 AM – 5:00 PM

Sun

2:00 PM – 5:00 PM

(Sept – May)

OLYMPIA FIELDS POST OFFICE

3033 W. 203rd St.

748 - 9222

748 - 8630 (delivery questions)

Hours: Mon – Fri

9:00 AM – 4:30 PM

Sat

9:00 AM - Noon

CHAMBER OF COMMERCE (Village of Matteson)

Holiday Inn – Matteson

600 Holiday Plaza Drive – Suite 110

Matteson, IL 60443

Web Site: www.macclink.com

Hours: Mon – Fri

9:00 AM – 3:00 PM

ROBERT W. EARHART, JR.

LAW OFFICES

7330 West College Drive / Suite 102 / Palos Heights, IL 60463-1157
Phone (708) 448-9477
(708) 448-2042
Fax (708) 448-2087

Ms. Andrea D. Townson
President
Maynegaite Property Owners Association
P.O. Box 362
Olympia Fields, IL 60462

March 4, 2005

BY FACSIMILE AND
BY EXPRESS MAIL

Dear Ms. Townson:

I am pleased to enclose, for your records and for the records of all members of the Maynegaite Property Owners Association, the Third Amendment to the Declaration of Protective Covenants for the Maynegaite Subdivision, Olympia Fields, Illinois, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on February 2, 2005 as Document Number 0503217185.

Under the terms of the Third Amendment two parcels of land are added to the property which is the subject of the Declaration of Protective Covenants for the Maynegaite Subdivision, namely:

Lots 1 to 13 and Outlot 1 in Maynegaite 7; and
20921 S. Brookside Boulevard, Olympia Fields, Illinois.

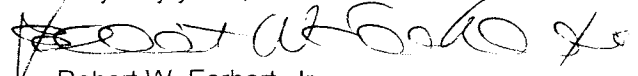
By a separately recorded Deed, Outlot 1 of Maynegaite 7, consisting of an outlot and berm, has been conveyed to the Maynegaite Property Owners Association.

In addition, under the terms of the Third Amendment, Article 8 of the Declaration is amended by deleting the previously existing Section 8.06 and by substituting for it a new Section 8.06 which provides that no "For Sale", "For Rent", or "For Lease" signs may be exhibited on any vacant Lot, improved Lot, or Lot under construction within Maynegaite. Temporary signs identifying contractors may be exhibited on Lots during construction, and "Open House" signs may be exhibited on improved structures on any day in which "Open House" events may be lawfully conducted, provided all such signs are removed by the end of that day. No other signs, advertisements, billboards or advertising structures of any kind may be installed within any portion of Maynegaite.

As well, under the terms of the Third Amendment, Article 9 of the Declaration is amended by deleting the previous Section 9.05 and by substituting for it a new Section 9.05 which provides that each proposed new residential structure shall have a minimum interior area of 3,200 square feet, which shall be accurately depicted in the architectural plans described in Section 9.03 (a) of the Declaration, which interior area shall exclude the area of basements, sub-basements, crawl spaces, garages, porches, patios and decks located within any such proposed new residential structure.

Please arrange to distribute copies of the Third Amendment to all members of the Maynegaite Property Owners Association. Please also call me if you have any questions. Thank you.

Very truly yours,


Robert W. Earhart, Jr.

enc.



0503217185

Doc#: 0503217185
Eugene "Gene" Moore Fee: \$96.50
Cook County Recorder of Deeds
Date: 02/01/2005 01:27 PM Pg: 1 of 37

**THIRD AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS FOR MAYNEGAITE
SUBDIVISION, OLYMPIA FIELDS, ILLINOIS**

This Instrument Prepared By:

Robert W. Earhart, Jr.
7330 College Drive, Suite 201
Palos Heights, IL 60463

Mail Instrument To:

Robert W. Earhart, Jr.
7330 College Drive, Suite 201
Palos Heights, IL 60463

THIRD AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR MAYNEGAITE SUBDIVISION, OLYMPIA FIELDS, ILLINOIS

This Third Amendment to Declaration of Protective Covenants for Maynegaite Subdivision, Olympia Fields, Illinois is made this _ day of October, 2004, by persons constituting more than sixty percent (60%) of the Owners of Lots situated in Units, 1, 2, 3 and 4, and 5 in Maynegaite Subdivision, Olympia Fields, Cook County, Illinois (hereafter "Maynegaite") and approved by the Maynegaite Property Owners Association.

WITNESSETH:

WHEREAS, on January 5, 1972, MARQUETTE NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated April 22, 1971, and known as Trust No. 5315, made a Declaration of Protective Covenants for certain real property legally described as:

UNIT 1 OF MAYNEGAITE, A SUBDIVISION OF PART OF THE
NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS

which Declaration was registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois on February 4, 1972 as Document Number 2606523; and

WHEREAS, on January 5, 1972, MARQUETTE NATIONAL BANK, a national banking association, as Trustee as aforesaid, make a Declaration of Protective Covenants for certain real property legally described as:

UNIT 2 OF MAYNEGAITE, A SUBDIVISION OF PART OF THE
NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS

which Declaration was registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois on October 5, 1972 as Document Number 2618223; and

WHEREAS, on March 18, 1982, MARQUETTE NATIONAL BANK, a national banking association, as Trustee as aforesaid, make a Declaration of Protective Covenants for certain real property legally described

as:

UNIT 3 OF MAYNEGAITE, A SUBDIVISION OF PART OF THE
NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE
13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS

which Declaration was registered in the Office of the Registrar of
Torrens Titles of Cook County, Illinois on March 18, 1982 as
Document Number 3253240; and

WHEREAS, on December 31, 1993, the Declarant made an Amendment to
Declaration of Protective Covenants for Maynegaite Subdivision,
Olympia Fields, Illinois for certain real property legally
described as:

UNIT 1, 2, 3 AND 4 OF MAYNEGAITE, A SUBDIVISION OF PART
OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK
COUNTY, ILLINOIS.

(hereafter "the Property") which Amendment to Declaration of
Protective Covenants was recorded in the Office of the Recorder of
Deeds of Cook County, Illinois on January 25, 1994 as Document
94100594 ("the Amended Declaration"); and

WHEREAS, under the terms of Paragraph 13.01 of the Amended
Declaration it was provided that the Amended Declaration shall not
be amended unless sixty percent (60%) of all Owners of Lots within
Maynegaite and sixty percent (60%) of all holders of security
interests with respect to one or more Lots within Maynegaite which
are the subject of a recorded Mortgage consent and agree to such
amendment by a duly recorded instrument; and

WHEREAS, the Village of Olympia Fields has conveyed to Midwest Bank
and Trust Company, as Trustee under Trust Agreement dated June 3,
2004 and known as Trust Number 4-1-8264 certain real estate
situated north of Lincoln Highway commonly known as an outlot and
berm for water retention purposes legally described as:

THE EAST 154.50 FEET OF THE WEST 349.51 FEET OF LOT 1 IN
MAYNEGAITE UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE
NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THAT PART
TAKEN FOR HIGHWAY PURPOSES, IN COOK COUNTY, ILLINOIS;

and which property is legally described on Exhibit "A" hereto; and

WHEREAS, LaSalle National Bank, as Trustee under Trust Agreement dated May 13, 1997 and known as Trust Number 120937, has conveyed to Midwest Bank and Trust Company, as Trustee under Trust Agreement dated June 3, 2004, and known as Trust Number 04-1-8264, the real estate situated north of Lincoln Highway and east of the outlet and berm described above, which real estate is legally described as

PARCEL 1: LOT 1 IN MAYNEGAITE UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTHERLY 68 FEET BEING THE NORTHERLY SIDE OF LINCOLN HIGHWAY), IN COOK COUNTY, ILLINOIS; AND

PARCEL 2: LOT 1 IN MAYNEGAITE UNIT NO. 5, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THE SOUTHERLY 68 FEET, BEING THE NORTHERLY SIDE OF LINCOLN HIGHWAY AND ALSO EXCEPTING THAT PART FALLING WEST OF THE EAST LINE OF VACATED KEDZIE AVENUE AND ALSO EXCEPTING THE WESTERLY 349.51 FEET), ACCORDING TO THE PLAT RECORDED MAY 10, 1989 AS DOCUMENT NO. 89209944, IN COOK COUNTY, ILLINOIS;

and which property is legally described on Exhibit "B" hereto; and

WHEREAS, Owners constituting a number in excess of sixty percent (60%) of all Owners of Lots within Maynegaite (hereafter called the "Declarant") have consented to the following Amendment.

WHEREAS, Midwest Bank and Trust Company as Trustee under Trust Agreement dated June 3, 2004, and known as Trust Number 04-1-8264 as the owner of the property constituting the outlet and berm has determined that in order to insure the best use of the Outlot and berm and to provide for proper storm water drainage and to preserve so far as is practical, the natural beauty of the Outlot, the berm, and adjacent areas, said Outlot and berm shall be held, transferred, sold and conveyed to the Maynegaite Property Owners Association subject to the conditions, restrictions, easements and covenants set forth in the Declaration as amended by the Amended Declaration as further amended hereunder; and

WHEREAS, Midwest Bank and Trust Company, as Trustee under Trust Agreement dated June 3, 2004 and known as Trust Number 04-1-8264, is the owner of the real estate legally described as Exhibit "B", has agreed to convey said real estate to Midwest Bank and Trust has subdivided said real estate by the Plat of Resubdivision of Maynegaite 7, under which said real estate as resubdivided is described as provided on Exhibit "C", and has agreed to subject

said real estate to the covenants, conditions, restrictions and easements contracted in the Declaration as amended by the Amended Declaration, as further amended hereunder, and

WHEREAS, Avery Burris and Heidi Burris are the owners of the real estate at 20921 Brookside, Olympia Fields, Illinois, which real estate is legally described on Exhibit "D" and they have agreed to subject said real estate to the covenants, conditions, restrictions and easements contained in the Declaration as amended by Amended Declaration, as further amended hereunder, and

WHEREAS, Declarant, by the Maynegaite Property Owners Association, agrees to accept and hold the ownership of the Outlot and berm, subject said real estate to the covenants, conditions, restrictions and easements contained in the Declaration as amended by Amended Declaration, as further amended hereunder, and

WHEREAS, Midwest Bank and Trust Company, as trustee under Trust Agreement dated June 3, 2004 and known as Trust Number 04-1-8264 confirms its membership in the Maynegaite Property Owners Association and agrees to be bound by its covenants, and

WHEREAS, Avery Burris and Heidi Burris confirm their membership in the Maynegaite Property Owners Association.

NOW, THEREFORE, the Declarant, constituting a majority of the Owners of Lots in each of the Units comprising the real estate described in Exhibit "A", "B", "C", and "D", declare that said parcels of real estate are subject to the Declarations registered as Document Numbers 2606523, 2618223, and 3253740, and recorded as Document Numbers 94100594 and 95225655, which Declarations are hereby amended by and including within the real estate which is subject to said Declarations as hereunder, the real estate described on Exhibit "A", "B", "C", and "D", and

WHEREAS, the Declarant further amends the Declaration, as amended by the Amended Declaration, ("the Declaration") as follows:

1. ARTICLE 8 of the Declaration is hereby amended by therefor deleting therefrom the existing Section 8.06 and by substituting therefor the following Section 8.06:

"8.06. Signs: No signs bearing the words "For Sale", "For Rent", or "For Lease" shall be exhibited on or within any vacant Lot, improved Lot or Lot with improvements under construction within Maynegaite. Temporary signs identifying contractors may be exhibited on Lots during construction, and "Open House" signs may be exhibited on improved structures on any day in which "Open House" events may be lawfully conducted, provided all such signs

are removed by the end of such day. No other signs, advertisements, billboards or advertising structures of any kind or nature may be erected within Maynegaite.

2. ARTICLE 9 of the Declaration is hereby amended by deleting therefrom the existing Section 9.05 and by substituting therefor the following Section 9.05:

"9.05. Minimum Building Size. Each proposed residential structure shall have a minimum interior area of 3,200 square feet, which shall be accurately depicted in the architectural plans described in Section 9.03(a) which interior area shall be exclusive of the area of basements, sub-basements, crawl spaces, garages, porches, patios, and decks located within such proposed residential structure".

IN WITNESS WHEREOF, the Declarant has executed this Declaration as of the day and year first set forth above.

MAYNEGAITE PROPERTY
OWNERS ASSOCIATION

By: AD
Andrea D. Townson (President)

OWNERS OF PROPERTIES AND
COMMON ADDRESSES OF PROPERTIES
IN MAYNEGAITE CONSENTING TO THIS THIRD AMENDMENT

Printed Name(s): _____ Lot 1
Signature(s): _____

Printed Name(s): CHI, ROSARIO CHI, ROBERT Lot 2
Signature(s): Rosario Robert

Printed Name(s): _____ Lot 3
Signature(s): _____

Signatory pages have been removed from this online version.

Signatures are available in the printed version.

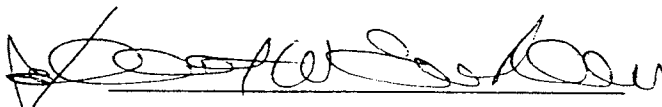
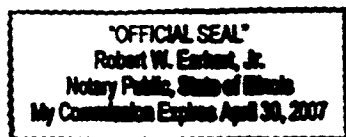
Please contact the Board if you are a resident who needs a printed version of the Bylaws and Covenants.

COUNTY OF COOK)

I, Robert W. Earhart, Jr., a Notary Public in and for the State and County aforesaid, certify that Andrea D. Townson, President of the Maynegaite Property Owners Association, Rosario Chi, Robert Chi, Karen Dotson, Darrell Dotson, Debbie A. Alexander, Randy Alexander, Michael P. Mulqueen, Elizabeth M. Garnes, Carl E. Garnes, Wilma Boulware, Timothy Bradford, Jennine Walker, William Remmer, Andrew J. Pongress, Jr., Willie Johnson, Carolyn Johnson, Robert Polwing, Calvin Jordan, Lori Jordan, Perry Thames, Walter Lopez, Gladys L. Searcy, Borna Sampson, Michael A. Jackson, Dennis Haynes, Herbert Jackson, Diana L. Jackson, Jacqueline Williams, Nick Burns, Stanford Falander, Leonard Robinson, Abriano Rigoni, Beverly Roseborough Bernard Ferguson, Paul F. Rodriguez, Dorothy Rodriguez, Larry C. Holmes, Betty J. Holmes, Edward J. Winter, Carol Winter, Kenneth Smith, Melanie Harris Smith, Johnny Johnson, Christine Johnson, Gerald L. Kinnard, Ozzie I. Kinnard, Ken Jackson, Terry A. Jackson, Joseph Strong, Edward Mitchell, Warren Hatch, Veronica Hatch, Clarence H. Smithson, Beverly Stanton, Vincente Stephenson, Marshall E. James, Sr., Norman Kerr, Karen L. Kerr, Betty Magee, L. Karen Floyd, Dwight Floyd, Johnny Crenshaw, Diane M. Heath, Robin Heffner, Brenda Heffner, Juanita L. Reed, David N. Gasbarro, Marcia Dawson, Du Hsiung, C. A. Egan, Edward Davis, Robert Johnson, Patricia Johnson, Ernie Herron, John Newman, Mae Evans, Joseph H. Hill, Jacquelyn B. Hill, Byron Turnquest, Jeffrey D. Cohn, Annie Walker, Elridge Walker, Nicholas J. Ranieri, Fred Blatz, Andrea Davis, Robert Davis, Jr., Ozzie Calhoun, Anthony L. Williams, Darryl W. Townson, Andrea D. Townson, Charles Buck, Arthur Jones, Shannon Smith-Ross, Kristina Smith-Ross, Joel D. Woodhouse, Joyce M. Woodhouse, Dan A. Gardner, Penney Upjohn, Lynn E. Didesch, Theodore Didesch, Richard Ledesma, Rajan Madassery, Sarala Madassery, Gloria Jones, Linzey Jones, Edith Spells, Mary A. Payne, Lee Donna A. Hudson, Arthur W. Hudson, Della P. Skannel, Cheryl J. Rutherford, Eldridge White, Steven Woods, Avery Burris, Heidi Burris, Connie B. Hughes, Faye N. Hughes, Anthony P. Woods, Yvette Woods, Dion Hughes, Valerie J. Hughes, T. William Jordan, Belle Jordan, Velma Butler, Fred Kravarik, Grette Kravarik, Willie Hughes, Cynthia Thomas, Paul R. Thomas, Cordell Cherry, Ronald B. Owen, Betty J. Owen, Steve Rousseau, Byron Chivers, Kelli Chivers, Michael W. Peel, Marlene Young-Peel, Donna S. Rodriguez, Felix Rodriguez, Trinette

Britt, Naomi Y. Gildari, Don E. Gildari, Grace Drew, Lovell Drew, Mae Riley, Ronald C. Riley, Ruth Baylie, Stephanie Windham, Ocie Windham, Debra Eldridge, Ronald Eldridge, Frederick K. Veazey, Julia A. Veazey, Thomas Jefferson, Renee Jefferson, Lillie B. Boykin, Jimmie P. Boykin, and Niritis Alexander, constituting more than Sixty Percent (60%) of the Owners of Lots within Maynegaite Subdivision, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given Under My Hand and Notarial Seal this 5 Day of NOVEMBER, ~~2007~~.



NOTARY PUBLIC

Permanent Index Numbers of Properties Subject to this Amended Declaration:

31-24-100-009, 31-24-100-010, 31-24-000-011, 31-24-100-012,
31-24-100-013, 31-24-100-014, 31-24-100-015, 31-24-100-016,
31-24-100-017, 31-24-100-018, 31-24-100-019, 31-24-100-020,
31-24-100-021, 31-24-100-022, 31-24-100-023, 31-24-100-024,
31-24-100-025, 31-24-100-026, 31-24-100-027, 31-24-100-028,
31-24-100-029, 31-24-100-030, 31-24-100-031, 31-24-101-001,
31-24-101-002, 31-24-101-003, 31-24-101-004, 31-24-101-005,
31-24-101-006, 31-24-101-007, 31-24-101-008, 31-24-101-009,
31-24-101-010, 31-24-101-011, 31-24-101-012, 31-24-101-013,
31-24-101-014, 31-24-101-015, 31-24-101-016, 31-24-101-017,
31-24-101-018, 31-24-101-019, 31-24-101-020, 31-24-101-021,
31-24-101-022, 31-24-101-023, 31-24-101-024, 31-24-101-025,
31-24-101-026, 31-24-101-027, 31-24-101-028, 31-24-101-029,
31-24-101-030, 31-24-101-031, 31-24-101-032, 31-24-101-033,
31-24-101-034, 31-24-101-035, 31-24-101-036, 31-24-101-037,
31-24-101-038, 31-24-101-039, 31-24-101-040, 31-24-101-041,
31-24-101-042, 31-24-101-043, 31-24-101-044, 31-24-101-045,
31-24-101-053, 31-24-101-054, 31-24-101-055, 31-24-101-056,
31-24-101-057, 31-24-101-058, 31-24-101-063, 31-24-101-064,
31-24-102-001, 31-24-102-002, 31-24-102-003, 31-24-102-004,
31-24-102-005, 31-24-102-006, 31-24-102-007, 31-24-102-008,
31-24-102-009, 31-24-102-010, 31-24-102-011, 31-24-102-012,
31-24-102-013, 31-24-102-014, 31-24-102-015, 31-24-102-016,
31-24-103-001, 31-24-103-002, 31-24-103-003, 31-24-103-004,
31-24-103-005, 31-24-103-006, 31-24-103-007, 31-24-103-008,
31-24-103-009, 31-24-103-010, 31-24-103-011, 31-24-103-012,
31-24-103-013, 31-24-103-014, 31-24-103-015, 31-24-103-016,
31-24-103-017, 31-24-103-018, 31-24-103-019, 31-24-103-020,
31-24-103-021, 31-24-103-022, 31-24-103-023, 31-24-103-024,
31-24-103-025, 31-24-103-026, 31-24-103-027, 31-24-103-028,
31-24-103-029, 31-24-103-030, 31-24-103-031, 31-24-104-001,
31-24-104-002, 31-24-104-003, 31-24-103-004, 31-24-103-005,
31-24-104-006, 31-24-104-007, 31-24-104-008, 31-24-104-009,
31-24-104-010, 31-24-104-011, 31-24-104-012, 31-24-104-013,
31-24-104-014, 31-24-104-015, 31-24-104-016, 31-24-104-017,
31-24-104-018, 31-24-104-019, 31-24-104-020, 31-24-104-021

Common Addresses of Properties
Subject to This Amended Declaration:

3040 London Drive, 3050 London Drive, 3060 London Drive,
3100 London Drive, 3110 London Drive, 3120 London Drive,
3130 London Drive, 3140 London Drive, 3150 London Drive,
3155 London Drive, 3165 London Drive, 3145 London Drive,
3135 Warren Circle, 3125 Warren Circle, 3115 Warren Circle,

3105 London Drive, 3065 Sheffield Circle, 3055 Sheffield Circle, 3045 Sheffield Circle, 3035 London Drive, 3025 London Drive, 3015 London Drive, 3005 London Drive, 2805 Paris Road, 2815 Paris Road, 20825 London Drive, 20815 London Drive, 20805 London Drive, 20745 London Drive, 20735 London Drive, 20725 London Drive, 2805 Dartmouth Lane, 2815 Dartmouth Lane, 2825 Dartmouth Lane, 2835 Dartmouth Lane, 2845 Dartmouth Lane, 2855 Dartmouth Lane, 2905 Dartmouth Lane, 2915 Dartmouth Lane, 2925 Dartmouth Lane, 2935 Dartmouth Lane, 20720 Bristol Lane, 20730 Bristol Lane, 20740 Bristol Lane, 20800 Bristol Lane, 20810 Bristol Lane, 20820 Bristol Lane, 2930 Paris Road, 2910 Paris Road, 2900 Paris Road, 2850 Paris Road, 2840 Paris Road, 20840 London Drive, 2855 Chelsea Circle, 2905 Chelsea Circle, 2911 Chelsea Circle, 2915 Chelsea Circle, 2935 Chelsea Circle, 2945 Chelsea Circle, 2940 Chelsea Circle, 2930 Chelsea Circle, 2920 Chelsea Circle, 2910 Chelsea Circle, 2900 Chelsea Circle, 20850 London Drive, 20900 London Drive, 2905 Maros Lane, 2900 Maros Lane, 20920 London Drive, 29030 London Drive, 20940 London Drive, 20950 London Drive, 21000 London Drive, 1 Maros Lane, 21010 London Drive, 2825 Paris Road, 2835 Paris Road, 2855 Paris Road, 2905 Paris Road, 2915 Paris Road, 20745 Bristol Lane, 20735 Bristol Lane, 2910 Dartmouth Lane, 2900 Dartmouth Lane, 2850 Dartmouth Lane, 2840 Dartmouth Lane, 2830 Dartmouth Lane, 2820 Dartmouth Lane, 20740 London Drive, 20800 London Drive, 21045 London Drive, 2930 Cambridge Lane, 2920 Cambridge Lane, 2910 Cambridge Lane, 2900 Cambridge Lane, 2840 Cambridge Lane, 2828 Cambridge Lane, 2820 Cambridge Lane, 2810 Cambridge Lane, 2800 Cambridge Lane, 21045 Cambridge Lane, 21035 Cambridge Lane, 21025 Cambridge Lane, 21015 Cambridge Lane, 21005 Cambridge Lane, 20955 Cambridge Lane, 20945 Cambridge Lane, 20935 Cambridge Lane, 20925 Cambridge Lane, 20915 Cambridge Lane, 2805 Cambridge Lane, 2817 Cambridge Lane, 2825 Cambridge Lane, 2837 Cambridge Lane, 20905 London Drive, 20855 London Drive, 20845 London Drive, 20835 London Drive, 2820 Paris Road, 2810 Paris Road, 2800 Paris Road, 21035 London Drive, 21025 London Drive, 21015 London Drive, 21005 London Drive, 20955 London Drive, 20945 London Drive, 20935 London Drive, 20925 London Drive, 2830 Cambridge Lane, 20920 Cambridge Lane, 20930 Cambridge Lane, 20940 Cambridge Lane, 20950 Cambridge Lane,

21000 Cambridge Lane, 21010 Cambridge Lane,
21020 Cambridge Lane, 2815 Cambridge Lane,
2827 Cambridge Lane, 2835 Cambridge Lane,
2845 Cambridge Lane, 2855 Cambridge Lane,
all in Olympia Fields, Illinois 60461.

EXHIBIT "A"

LEGAL DESCRIPTION

Units 1, 2, and 3 in Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT "B"

LEGAL DESCRIPTION

Unit 4 in Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

This Instrument Prepared By:

Robert W. Earhart, Jr.
7330 College Drive, Suite 201
Palos Heights, IL 60463

Mail Instrument To:

Robert W. Earhart, Jr.
7330 College Drive, Suite 201
Palos Heights, IL 60463

EXHIBIT "C"

LEGAL DESCRIPTION

MAYNEGAITE 7 AS RESUBDIVIDED

LOTS 1 TO 13 AND OUT LOT 1 ALL IN MAYNEGAITE 7 A SUBDIVISION OF PART OF
MAYNEGAITE 3 AND A PART OF MAYNEGAITE 5 BEING A SUBDIVISION OF PART OF THE
NORTHWEST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE OF SUBDIVISION
RECORDED AS DOCUMENT NO. 0428044043

COMMON ADDRESS: VACANT LAND

PERMANENT INDEX NUMBER: 31-24-100-008; 31-24-100-035 & 31-24-100-036

EXHIBIT "D"

LEGAL DESCRIPTION

LOTS 5 AND 18 IN BLOCK 2 IN OLYMPIA PARK, A SUBDIVISION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING EAST OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD COMPANY, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 20921 S. BROOKSIDE BOULEVARD, OLYMPIA FIELDS, ILLINOIS 60461

PERMANENT INDEX NUMBER: 31-23-202-005-0000
33-23-202-014-0000

EXCULPATORY RIDER

Midwest Bank and Trust Company, as Trustee executes this **Third Amendment to Declaration of Protective Covenants For Mayngaite Subdivision, Olympia Fields, Illinois** under the provisions of Trust Agreement dated June 3, 2004, and known as Trust Number 04-1-8264, not personally but solely as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon written direction of the beneficiaries and/or holders of the power of direction of said Trust and Midwest Bank and Trust warranties that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representation, warranties, covenants, undertakings and agreements herein; made on the part of the trustee while in form purporting to be the said representation, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Midwest Bank and Trust Company in its individual capacity, but are made and intended solely for the purpose of binding only the Trust property specifically described herein. No personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Midwest Bank and Trust Company on account of any representations, warranties, covenants, undertakings and agreements contained in the instrument (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability hereunder being specifically limited to the Trust Assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted; nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

Common Addresses of Maynegaite Properties Subject to These Amended Covenants and By-Laws

ADDRESS	STREET	LOT#		ADDRESS	STREET	LOT#
20720	Bristol Ln	100		2930	Cambridge Ln	35
20730	Bristol Ln	101		20915	Cambridge Ln	54
20735	Bristol Ln	76		20920	Cambridge Ln	22
20740	Bristol Ln	102		20925	Cambridge Ln	53
20745	Bristol Ln	75		20930	Cambridge Ln	23
20800	Bristol Ln	103		20935	Cambridge Ln	52
20810	Bristol Ln	104		20940	Cambridge Ln	24
20820	Bristol Ln	105		20945	Cambridge Ln	51
3200	Brookside	301		20950	Cambridge Ln	25
3205	Brookside	332		20955	Cambridge Ln	50
3210	Brookside	302		21000	Cambridge Ln	26
3215	Brookside	331		21005	Cambridge Ln	49
3220	Brookside	303		21010	Cambridge Ln	27
20810	Brookside	318		21015	Cambridge Ln	48
20815	Brookside	322		21020	Cambridge Ln	28
20820	Brookside	317		21025	Cambridge Ln	47
20825	Brookside	323		21035	Cambridge Ln	46
20830	Brookside	316		21045	Cambridge Ln	45
20835	Brookside	324		2855	Chelsea Circle	111
20840	Brookside	315		2900	Chelsea Circle	121
20845	Brookside	325		2905	Chelsea Circle	112
20850	Brookside	314		2910	Chelsea Circle	120
20900	Brookside	313		2911	Chelsea Circle	113
20905	Brookside	328		2915	Chelsea Circle	114
20910	Brookside	312		2920	Chelsea Circle	119
20917	Brookside	0		2930	Chelsea Circle	118
20920	Brookside	311		2935	Chelsea Circle	115
20921	Brookside	0		2940	Chelsea Circle	117
20930	Brookside	310		2945	Chelsea Circle	116
2800	Cambridge Ln	44		2805	Dartmouth Ln	90
2805	Cambridge Ln	55		2815	Dartmouth Ln	91
2810	Cambridge Ln	43		2820	Dartmouth Ln	82
2815	Cambridge Ln	29		2825	Dartmouth Ln	92
2817	Cambridge Ln	56		2830	Dartmouth Ln	81
2820	Cambridge Ln	42		2835	Dartmouth Ln	93
2825	Cambridge Ln	30		2840	Dartmouth Ln	80
2827	Cambridge Ln	57		2845	Dartmouth Ln	94
2828	Cambridge Ln	41		2850	Dartmouth Ln	79
2830	Cambridge Ln	21		2855	Dartmouth Ln	95
2835	Cambridge Ln	31		2900	Dartmouth Ln	78
2837	Cambridge Ln	58		2905	Dartmouth Ln	96
2840	Cambridge Ln	40		2910	Dartmouth Ln	77
2845	Cambridge Ln	32		2915	Dartmouth Ln	97
2850	Cambridge Ln	39		2925	Dartmouth Ln	98
2855	Cambridge Ln	33		2935	Dartmouth Ln	99
2900	Cambridge Ln	38		20930	Indiana Circle	330
2910	Cambridge Ln	37		20935	Indiana Circle	212
2920	Cambridge Ln	36		20940	Indiana Circle	329

Common Addresses of Maynegaite Properties Subject to These Amended Covenants and By-Laws

3005	London Drive	224		2905	Maros Ln	122
3015	London Drive	223		1	Maros Ln	123
3025	London Drive	222		2800	Paris Road	65
3035	London Drive	221		2805	Paris Road	66
3040	London Drive	202		2810	Paris Road	64
3050	London Drive	203		2815	Paris Road	67
3060	London Drive	204		2820	Paris Road	63
3100	London Drive	205		2825	Paris Road	69
3105	London Drive	217		2835	Paris Road	70
3110	London Drive	206		2840	Paris Road	1
3120	London Drive	207		2845	Paris Road	71
3130	London Drive	208		2850	Paris Road	110
3140	London Drive	209		2855	Paris Road	72
3145	London Drive	213		2900	Paris Road	109
3150	London Drive	210		2905	Paris Road	73
3155	London Drive	211		2910	Paris Road	108
20725	London Drive	89		2915	Paris Road	74
20735	London Drive	88		2920	Paris Road	107
20740	London Drive	83		2930	Paris Road	106
20745	London Drive	87		3045	Sheffield Circle	220
20800	London Drive	84		3055	Sheffield Circle	219
20805	London Drive	86		3065	Sheffield Circle	218
20815	London Drive	85		3230	Thaxted Circle	304
20825	London Drive	68		3235	Thaxted Circle	309
20835	London Drive	62		3240	Thaxted Circle	305
20840	London Drive	2		3245	Thaxted Circle	308
20845	London Drive	61		3250	Thaxted Circle	306
20850	London Drive	3		3255	Thaxted Circle	307
20855	London Drive	60		20855	Tower Circle	326
20900	London Drive	4		20865	Tower Circle	327
20905	London Drive	59		3115	Warren Circle	216
20920	London Drive	5		3125	Warren Circle	215
20925	London Drive	20		3135	Warren Circle	214
20930	London Drive	6				
20935	London Drive	19				
20940	London Drive	7				
20945	London Drive	18				
20950	London Drive	8				
20955	London Drive	17				
21000	London Drive	9				
21005	London Drive	16				
21010	London Drive	10				
21015	London Drive	15				
21020	London Drive	11				
21025	London Drive	14				
21030	London Drive	12				
21035	London Drive	13				
21045	London Drive	34				
2900	Maros Ln	130				

ROBERT W. EARHART, JR.

ATTORNEY AT LAW

7330 COLLEGE DRIVE, SUITE 201
PALOS HEIGHTS, ILLINOIS 60463

TELEPHONE (708) 448-2042
TELECOPIER (708) 448-2087

Members of the Maynegaite
Property Owners Association
Olympia Fields, IL 60461

April 4, 1995

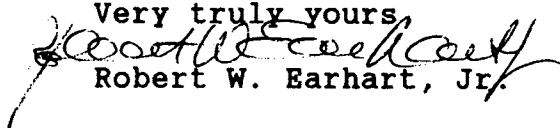
Dear Ladies and Gentlemen:

The Board of Directors of the Maynegaite Property Owners Association and I are pleased to enclose for your review the Amendment to Declaration of Protective Covenants for the Maynegaite Subdivision ("First Amended Declaration") filed with the Recorder of Deeds of Cook County, Illinois on January 25, 1994 as Document No. 94100594 and the Second Amendment to Declaration of Protective Covenants for the Maynegaite Subdivision ("Second Amended Declaration") filed with the Recorder on March 29, 1995 as Document No. 95225655.

The Second Amended Declaration was approved by the owners of more than 60% of the Lots within Maynegaite Subdivision Units 1, 2 and 3 and by the owner of Unit 4. The Second Amended Declaration clarifies restrictions on use of lots (Article 8) and Architectural Control standards for improvements within Maynegaite (Article 9) and provides for hearings on alleged violations of the Associations' Bylaws (Article 11). The Second Amended Declaration also requires each seller of a Lot in Maynegaite to certify in writing to the Association that his or her purchaser has received a copy of the Covenants and that the purchaser acknowledges that he or she will own the Lot subject to the restrictions stated in the Covenants (Article 7). Please retain this copy of the Covenants to present to your purchaser if you should sell your Lot.

The Board of Directors of the Maynegaite Property Owners Association and I are providing the First and Second Amended Declarations to you with the objective of protecting and enhancing the quality of the improvements within Maynegaite. We appreciate and encourage any questions or comments which you may have regarding either the First or Second Amended Declaration or any other issues of concern within Maynegaite.

Very truly yours,


Robert W. Earhart, Jr.

enc.

SECOND AMENDMENT TO DECLARATION
OF PROTECTIVE COVENANTS
FOR MAYNEGAITE SUBDIVISION, OLYMPIA FIELDS, ILLINOIS

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR MAYNEGAITE SUBDIVISION, OLYMPIA FIELDS, ILLINOIS, made this 14th day of March, 1995, by persons constituting more than sixty percent (60%) of the Owners of Lots situated Units 1, 2, 3 and 4 in Maynegaite Subdivision, in Olympia Fields, Cook County, Illinois (hereafter called "Maynegaite"), and approved by the Maynegaite Property Owners Association.

WITNESSETH:

WHEREAS, on January 5, 1972, MARQUETTE NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated April 22, 1971, and known as Trust No. 5315, made a Declaration of Protective Covenants for certain real property legally described as:

Unit 1 of Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which Declaration was registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois on February 4, 1972 as Document Number 2606523; and

WHEREAS, on January 5, 1972, MARQUETTE NATIONAL BANK, a national banking association, as Trustee as aforesaid, make a Declaration of Protective Covenants for certain real property legally described as:

Unit 2 of Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which Declaration was registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois on October 5, 1972 as Document Number 2618223; and

WHEREAS, on March 18, 1982, MARQUETTE NATIONAL BANK, a national banking association, as Trustee as aforesaid, make a Declaration of Protective Covenants for certain real property legally

described as:

Unit 3 of Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which Declaration was registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois on March 18, 1982 as Document Number 3253240; and

WHEREAS, on December 31, 1993, the Declarant made an Amendment to Declaration of Protective Covenants For Maynegaite Subdivision, Olympia Fields, Illinois for certain real property legally described as:

Units 1, 2, 3 and 4 of Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

(hereafter "the Property") which Amendment to Declaration of Protective Covenants was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 25, 1994 as Document Number 94100594 ("the Amended Declaration"); and

WHEREAS, under the terms of Paragraph 13.01 of the Amended Declaration it was provided that the Amended Declaration shall not be amended unless sixty percent (60%) of all Owners of Lots within Maynegaite and sixty percent (60%) of all holders of security interests with respect to one or more Lots within Maynegaite which are the subject of a recorded Mortgage consent and agree to such amendment by a duly recorded instrument; and

WHEREAS, Owners constituting a number in excess of sixty percent (60%) of all Owners of Lots within Maynegaite (hereafter called the "Declarant") have consented to the following Amendment.

NOW, THEREFORE, the Declarant, hereby amends the Declaration as follows:

I. ARTICLE 7 is hereby amended by the addition thereto of the following Section 7.08:

"7.08 Seller's Delivery of Covenants to Buyer. Prior to requesting a written statement from the Board setting forth the

unpaid assessments with respect to a Lot, the Owner of a Lot who proposes to sell that Lot to a third party shall deliver to the Board a certification signed by the Owner and the proposed buyer of the Lot, stating that written copies of all covenants of MAYNEGAITE have been delivered to such proposed buyer and that the proposed buyer acknowledges that his or her use of the Lot shall be subject to the restrictions described in said covenants."

II. ARTICLE 8 of the Declaration is hereby deleted in its entirety and the following ARTICLE 8 is substituted therefor:

"ARTICLE 8

RESTRICTIONS ON USE

8.01 Unimproved or Residential Use. The Lots are hereby restricted to Unimproved or Residential Uses, and incidental uses related to the convenience and enjoyment of such uses. No structure shall be erected, altered, placed or permitted to remain in MAYNEGAITE, other than one detached single family dwelling per lot not to exceed two stories in height, and one attached private garage for not more than three (3) cars. Detached garages are specifically prohibited.

8.02 Nuisance. No use of any portion of the Parcel shall be made which is a source of unreasonable annoyance to the Owners or which unreasonably interferes with the peaceful possession or proper use of any Lot by its Owners.

8.03 Compliance With Laws. No use of the Parcel or any portion thereof shall be made which violates any law, ordinance or regulation of any governmental authority having jurisdiction thereover.

8.04 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Parcel or any portion thereof, except that Owners may keep dogs, cats or other small household pets provided they are not kept, bred or maintained for commercial purposes. No household pet shall be permitted which causes an unreasonable disturbance or which is dangerous to human beings.

8.05 Fences. No fence nor any stone or brick wall shall be constructed unless (i) such fence or wall does not detract from the general harmony of surrounding structures and (ii) prior to

its construction a specification of the type, design and material of the fence or wall is submitted to and approved by the Architectural Committee.

8.06 Signs. No signs bearing the words "For Sale", "For Rent", or "For Lease", shall be exhibited on any existing structure within MAYNEGAITE which has been occupied at any time as a residence, nor may any such signs be placed or exhibited on the yard of any Lot upon which such a structure is situated. Temporary signs identifying contractors may be exhibited in Lots during construction, and "open house" signs may be exhibited in Lots on any day in which an open house is conducted provided all such signs are removed by the end of such day. No other signs, advertisements, billboards or advertising structures of any kind or nature may be erected within MAYNEGAITE.

8.07 Disposal of Waste Materials. No Lot or adjacent easements or roadways shall be used or maintained as a dumping ground for rubbish or waste materials. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers or other equipment used for the storage or disposal of such material shall be kept in a clean and sanitary condition."

8.08 Maintenance of Improvements. All improvements within Lots in MAYNEGAITE shall be maintained in a good condition consistent with the appearance and aesthetic standards of improvements found within MAYNEGAITE and as described within this Declaration, as amended.

8.09 Oversight Responsibility. Effective January 1, 1995 or the effective date of this Second Amendment to the Declaration of Protective Covenants for Maynegaitte Subdivision, Olympia Fields, Illinois, whichever shall last occur, the Board shall have the responsibility of reviewing compliance with the use restrictions set forth in this Article 8 and of enforcing said restrictions in accordance with the terms of the Declaration, as amended."

III. ARTICLE 9 of the Declaration is hereby deleted in its entirety and the following ARTICLE 9 is substituted therefor:

"ARTICLE 9

ARCHITECTURAL CONTROL

9.01 Architectural Committee. The Board shall appoint from among its members an Architectural Committee of three (3)

members, each of whom shall serve a term of four (4) years. In the event of any vacancy in the Architectural Committee, the remaining members shall constitute the Architectural Committee until the next meeting of the Board, at which time a replacement member shall be appointed by the Board. The Members of the Architectural Committee shall not be entitled to any compensation for their service as Members of said Committee.

9.02 Submission for Approval. No work in connection with the construction of any proposed residential structure on any Lot shall be commenced without Plans and Specifications (as defined in Section 9.03 below) therefor having been approved in writing to the Architectural Committee.

9.03 Plans and Specifications. An Owner intending to construct or cause to be constructed any proposed residential structure on any Lot shall give written notice thereof to the Architectural Committee not less than thirty (30) days prior to the date on which the Owner or his agent intends to commence work thereon (the "Owner's Notice") and within five (5) days after request therefor furnish the Architectural Committee with (a) plans and specifications illustrating the location plan of the proposed residential structure on the Lot and illustrating the character of the proposed residential structure as to materials and other matters as may be deemed reasonably appropriate by the Architectural Committee; and (b) a landscaping sketch illustrating the nature and location of all bushes, shrubs, trees, and other vegetation to be located upon or removed from the Lot, together with any non-vegetative materials to be used in connection with the landscaping, and showing the location of additional information which may be reasonably requested by the Architectural Committee.

9.04 Standards. In determining whether or not to approve a proposed residential structure, the Architectural Committee shall consider the following: (a) whether the proposed residential structure would violate any policies expressed by the Village Board of the Village of Olympia Fields in the Architectural Control Ordinance adopted on February 24, 1969, and amendments thereto or substitutions therefor; (b) whether the nature, kind, shape, height, or location of the proposed residential structure would lessen the value of existing buildings on Residential Lots in the vicinity of the proposed structure; (c) whether the nature, kind, shape, height, or locations of the proposed residential structure would cause unreasonable inconvenience or annoyance to the Owners of Lots in

the vicinity of the proposed residential structure; (d) whether the nature, kind, shape, height or location of the proposed residential structure would destroy the natural beauty of the Lot or of MAYNEGAITE; and (e) whether the proposed residential structure would violate any of the covenants, conditions or restrictions set forth in this Declaration.

All exterior elevations of houses shall be a traditional style, either Early American or traditional Western European, (i.e. English Tudor, French Provincial, Dutch Colonial, etc.). No building shall be constructed unless the plans and specifications therefor have been approved by the Architectural Committee, in accordance with the provisions hereinabove or hereinafter set forth. Contemporary housing styles that use acceptable material and retain some traditional influences such as detailing around the windows, doors, and roof lines may be compatible with the overall development theme. "Modern" architectural styles will not be harmonious with the general architectural characteristics of the Subdivision and may, therefore, be rejected by the Architectural Committee. Housing styles such as the "A-Frame" or "Geodesic Dome" are prohibited. No house may have an architectural treatment that is identical to one which has been built or for which plans have been approved by the Architectural Committee.

9.05 Minimum Building Size. Each proposed residential structure shall have a minimum interior area of 2,800 square feet, which shall be accurately depicted in the architectural plans described in Paragraph 9.03(a), which interior area shall be exclusive of the area of basements, sub-basements, crawl spaces, garages, porches, patios, and decks located within such proposed residential structure.

9.06 Roof Specifications. Minimum roof pitch visible from the front of the house shall be 8/12.

Roofs may be constructed of wood, asphalt, slate or similar materials.

9.07 Exterior Lighting. Each house should have sufficient lighting for safety and for convenient use thereof. Spot lights are permitted if they are shielded or louvered to prevent side glare. Other lights not affixed to buildings must be approved in advance by the Architectural Committee.

9.08 Accessory Buildings. Accessory buildings are prohibited.

9.09 Swimming Pools, Hot Tubs, Basketball Courts and Tennis Courts. No above-ground swimming pools are permitted. In-ground pools, hot tubs, tennis courts, and basketball courts cannot be located within any side yard, but may be located within a rear yard. These improvements must be screened from view from any interior street within MAYNEGAITE. The screening may be by an evergreen hedge, shrubbery or other visual barrier which is subject to written approval by the Architectural Committee.

9.10 Certain Exterior Structures Prohibited. Flagpoles and outdoor radio or television antennae are prohibited. No more than one satellite receiver may be present on any Lot, provided each such satellite receiver is screened from view from any interior street within MAYNEGAITE. The screening may be by an evergreen hedge, shrubbery or other visual barrier which is subject to written approval by the Architectural Committee. Any such structures which were completed prior to the effective date of this Second Amendment to the Declaration of Protective Covenants of Maynegaitte Subdivision and which do not conform with the standards set forth in this Section shall also be screened from view from any interior street within MAYNEGAITE by a visual barrier approved in writing by the Architectural Committee. (See Section 9.22 for further restrictions concerning existing structures.)

9.11 Corner Lot Restrictions. Trees, shrubs and other vegetation may not be planted or maintained on corner Lots in a manner which will obstruct the vision of a vehicle approaching within 25 feet of the intersection adjacent to a corner Lot. All corner Lots shall have a 40 foot building set-back from streets adjoining such lots.

9.12 Improvements Allowed in Rear Lots. Terraces, patios, gazebos, outdoor fireplaces and dog enclosures may only be located in the rear yards of Lots and must not encroach onto side yard set-backs.

9.13 Awnings and Canopies. Awnings or canopies may not project more than three feet from a building except at the rear of such building.

9.14 Open Air Laundry Facilities. Open air laundry facilities, including clothes lines, are prohibited.

9.15 Roof Drainage. Roof drainage must be discharged into the surrounding ground. Roof drains may not be connected to either the sanitary or storm sewer systems.

9.16 Passive Boundary Security. Passive boundary security to prevent vehicles from driving upon Lots may be achieved by the use of boulders or decorative masonry stones, or by the use of bushes which do not exceed three (3) feet in height. Railroad ties or similar material may not be used for passive boundary security.

9.17 Facilitating Water Runoff. No excessive pooling of surface water shall be permitted to occur within Lots.

9.18 Preservation of Trees. Except as provided herein, all improvements to Lots shall be constructed so as to preserve all trees growing on Lots, other than trees which are located within ten (10) feet of the foundation of any such improvements, or which are located upon or within one (1) foot of the driveway on any of said Lots. In the event an Owner seeks to remove from a Lot any tree which is located more than ten (10) feet from the foundation of any improvement or more than one (1) foot from the driveway on said Lot, prior written approval of the Architectural Committee must be obtained before such removal.

9.19 Approval or Disapproval. The Architectural Committee shall approve or disapprove a proposed residential structure in writing within thirty (30) days after the date of the Owner's Notice as described in Paragraph 9.03. In the event the Architectural Committee disapproves the proposed residential structure, the Architectural Committee shall state its reasons therefore in writing, a copy of which shall be provided to the Owner within said thirty (30) day period. Thereafter, the Owner shall have the right to submit to the Architectural Committee, within fifteen (15) days after its disapproval of the proposed residential structure, modifications to the proposed residential structure, which the Architectural Committee shall consider and approve, or disapprove in writing, a copy of which shall be provided to said Owner, within fifteen (15) days after submission of such modifications.

9.20 Failure to Act. In the event the Architectural Committee fails to approve or disapprove the proposed residential structure within the thirty (30) day period described in Section 9.19 above, the Architectural Committee shall be deemed thereby to have given its approval to the proposed residential structure.

9.21 Remedy. The Board may enforce the provisions of this Article by bringing suit to enjoin or remove any structure, other improvement, or landscaping constructed or placed on any Lot or within any other portion of MAYNEGAITE in violation of this Article 9, after the date on which construction or placement of the structure or landscaping has been completed.

9.22 Prior Nonconforming Improvements. Except as provided in Section 9.10, all improvements which have been completed prior to the effective date of this Second Amendment to the Declaration of Protective Covenant to Maynegaite Subdivision and which do not conform with the standards set forth in this Article shall be permitted to remain.

9.23 Variances. An owner may request in writing that the Architectural Committee issue a variance to the Owner with respect to a standard set forth in this Article. Such written request by an owner shall specify the standard with respect to which the variance is sought, the Lot to which the variance is proposed to apply, and the basis for the request. The Architectural Committee shall approve or disapprove the proposed variance in writing, a copy of which shall be provided to the Owner within thirty (30) days after the date the Owner submits a request for issuance of the proposed variance. In the event the proposed variance is disapproved, the Architectural Committee shall state its reasons therefor in writing.

9.24 Effect. The provisions of this Article 9 shall be deemed to be covenants running with the land. The provisions of this Article 9 are separate and distinct requirements enforceable by the Association and shall not be deemed to substitute for or excuse compliance with any municipal ordinance of the Village of Olympia Fields relating to construction or placement of any structure or landscaping on any Lot."

IV. ARTICLE 11 is hereby amended as follows:

1. The following Section 11.01 is hereby added thereto:

"11.01 Hearings on Alleged Violations of the Declaration or Bylaws. In the event any Owner, the Association, or the Board, believes that another Owner has failed to comply with the provisions of this Declaration or the Bylaws, the Board shall first conduct a preliminary hearing on the matter, at which the complaining party may present information to the Board which supports the complainant's allegations. Based upon the

information provided to it at the preliminary hearing, the Board shall either: (1) determine that no violation of the Declaration or By-laws has occurred; (2) determine that the matter should be referred to the Compliance Officer of the Village of Olympia Fields, Illinois; or (3) determine that information exists which preliminarily supports the allegations of the complaint. In the event the Board determines that information has been presented which preliminarily supports the allegations of the complaint, the Board shall so notify the Owner who has allegedly violated the Declaration or the Bylaws in writing, detailing the circumstances of the alleged violation or violations, and notifying the Owner of the date, time and place of a hearing by the Board concerning the alleged violation(s). At the hearing the Board shall review with the alleged violator the information which preliminarily supports the allegations of the complaint concerning the alleged violation(s), and the alleged violator shall be entitled to present evidence in defense of the complaint. Within 30 days after the hearing, the Board shall issue a written decision stating whether no violation has occurred or whether one or more violations have occurred, and in the event the Board has determined that one or more violations have occurred, the Board shall specify either a fine against the violator pursuant to Section 11.03, or such other relief pursuant to Section 11.02, as the Board shall determine. Copies of the Board's decision shall be mailed to the complainant and to the violator."

2. Section 11.01 as set forth in the Amended Declaration is hereby deleted and the following Section 11.02 is substituted therefor:

"11.02 In General. In the event the Board determines, after a hearing described in Section 11.01, that an Owner has violated one or more of the provisions of this Declaration or the Bylaws, (either by his own conduct or by the conduct of any person occupying his Lot with his knowledge), the Board shall have the right, at its option, either to impose a fine against said Owner pursuant to the provisions of Section 11.03, or the right to institute any one or more of the following actions or proceedings which may be available at law or in equity, and said Owner shall be responsible to pay the reasonable attorney's fees and costs of the Association or the Board in such proceeding(s) or action(s) against such defaulting Owners, and/or others:

- (a) for enforcement of any lien and the appointment of a Receiver for the Lot and the ownership interest of such Owner or Member therein, without notice and without regard to the value of such Lot or the ownership interest or solvency of such Owner or Member;
- (b) for a judgment for the payment of money damages;
- (c) for injunction or specific performance;
- (d) for any combination of the above or for any other relief available at law or in equity; and
- (e) for an award against such Owner or Member in the amount of the Board or the Association's reasonable attorney's fees and costs."

3. The following Section 11.03 is hereby added thereto:

"11.03 Fines For Certain Violations of Covenants. (a) In the event the Board determines, after a hearing described in Section 11.01, that an Owner has violated one or more provisions of Article 8 or Article 9 of this Declaration, the Board may impose a fine against the Owner committing such violation(s) in an amount no greater than \$100.00 per violation, plus an amount no greater than \$10.00 per day for each day the violation continues.

(b) The amount of such fine shall be chargeable to the Lot owned by such Owner and each such fine shall constitute a continuing lien upon the ownership interest of the Owner in such Lot, as described in Section 7.07."

4. Section 11.02 as set forth in the Amended Declaration is hereby renumbered as Section 11.04.

V. ARTICLE 14 is hereby amended by the deletion of Section 14.02 and the substitution therefor of the following Section 14.02:

"14.02 Association's Address. The Association's address shall be P.O. Box 372, Olympia Fields, Illinois 60461, as such address may be amended from time to time, and all notices, demands and statements to the Association (or to the Board) shall be sent by regular United States mail, postage prepaid, addressed to the

Association or to the Board at such address or such amended address, as the case may be."

VI. Severability. If any of the provisions of this Declaration, as amended, is invalidated by any final order of a Court of competent jurisdiction, or by any statute or ordinance, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any other provision in the Declaration in the circumstance shall not be affected thereby.

VII. Execution In Counterpart. This Second Amendment to the Declaration of Protective Covenants for the Maynegaite Subdivision, may be executed in Counterpart and, provided such counterpart execution is notarized and made a part of this Declaration, such execution in counterpart shall be fully effective and binding as the action of the Declarant so executing this Amendment.

VIII. State Law. The provisions of this Second Amendment to the Declaration of Protective Covenants of Maynegaite Subdivision shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

MAYNEGAITE PROPERTY OWNERS
ASSOCIATION

By: Clifford J. Allger

Signatory pages have been removed from this online version.

Signatures are available in the printed version.

Please contact the Board if you are a resident who needs a printed version of the Bylaws and Covenants.


STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

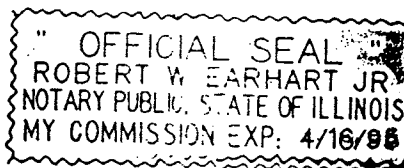
I, Robert W. Earhart, Jr., a notary public in and for the County and State aforesaid, do hereby certify that

Owen L. Henry, Rosario T. Chi, Robert P. Chi, Larry Parker, Henrietta E. Parker, Karen P. Rooks, Barry A. Mayo, Carl E. Garnes, Elizabeth Garnes, Nevenka Itkonen, J. Itkonen, William Remmer, Joy J. Remmer, Joseph P. Scott, Jessie Lee Scott, Carlton J. Daniels, Raquel B. Daniels, Perry Thames, Lillie Rose Thames, James Woods, Ella Jayne Woods, Anna M. Jones, Joan B. Leavelle, William A. Leavelle, Robert E. Rolwing, Michael A. Jackson, Michael V. Harris, Debra F. Harris, Katie M. McKnight, Frank R. McKnight, Randolph W. Marsh, Shirley Marsh, Stanford Falender, Sandra Falender, Taofik Hamzat, Lola Hamzat, Dr. Stephanie McCallum, Adriano Rigoni, Amalia Rigoni, Charles D. Roseborough, Beverly S. Roseborough, Keith Harlan, Francesca C. Harlan, Paul E. Rodriguez, Dorothy R. Rodriguez, Napoleon Perry, Gayle Perry, Edward J. Winter, Carol R. Winter, Orenzo C. Poe, Kathy Poe, Dr. Vincent Oganwu, Dr. Rita Oganwu, Tom H. Clarke, Mary Ann Clarke, Harry Malone, Jr., Patricia Malone, Bernadine Moore, Jeffrey Speller, Lynne Speller, Prema V. Rao, Vijaykumar M. Rao, Clarence H. Smithson, Abbie T. Smithson, Robert W. Marquis, Susan L. Marquis, Gwen C. Duncan-James, Salvatore J. Campagna, Clifford J. Alsager, Sharon A. Alsager, Dusan Gojliovich, Anna M. Gojliovich, Robert L. Wolf, Adelle R. Wolf, David Gasbarro, Gloria Gasbarro, Marcia Dawson Price, Allan Paris, Jr., Donna M. Paris, G.A. Evans, Barbara Herron, Ernie Herron, John E. Newman, Joyce W. Newman, Joseph H. Hill, Jacqueline B. Hill, Byron W. Turnquest, Colette U. Turnquest, Quinton Glenn, Jr., Helen Glenn, Nicholas J. Ranieri, Phyllis Ranieri, Charles E. Ofenloch, Sara J. Ofenloch, Frederick J. Blatz, Mary B. Blatz, Michael P. Kamradt, Roberta Kamradt, Mitchell A. Zielezinski, Pamela Zielezinski, Hector M. Castillo, Elena C. Castillo, C.A. Burke, Mary Ellen Burke, Bryan L. Boettger, Julie Boettger, Joel D. Woodhouse, Joyce M. Woodhouse, Peter B. Upjohn, Penny Upjohn, Rajan Madassery, Sarala Madassery, Frank Chuman, Donald A. Vogelsang, Theodore J. Didesch, Lynn E. Didesch, Barbara Biolchin, Robert Biolchin, Linzey Jones, Gloria Jones, Amadio A. Bruni, Joanne Bruni, Mary A. Payne, Paul L. Payne, Arthur W. Hudson, Lee Donna A. Hudson, Silas L. Harrington, Debra D. Harrington, Roy Gillett, Theresa Gillett, Wayne Krueger, Martin A. German, Patricia A. German, Samuel Sams, Bonita M. Sams, Fred Kravarik, Cozette Kravarik,

Abdul W. Khan, Amatul Naser Khan, John Stucka, Jr., Yvonne E. Parett-Johnson, Michael G. Johnson, Alvan Delk & Joyce Delk,

personally known to me to be the persons who subscribed to the foregoing instrument, appeared before me and acknowledged that they signed and delivered the foregoing instrument as their free and voluntary act, for the uses and purposes set forth therein.


Notary Public



Permanent Index Numbers of Properties
Subject to this Amended Declaration:

31-24-100-009, 31-24-100-010, 31-24-000-011, 31-24-100-012,
31-24-100-013, 31-24-100-014, 31-24-100-015, 31-24-100-016,
31-24-100-017, 31-24-100-018, 31-24-100-019, 31-24-100-020,
31-24-100-021, 31-24-100-022, 31-24-100-023, 31-24-100-024,
31-24-100-025, 31-24-100-026, 31-24-100-027, 31-24-100-028,
31-24-100-029, 31-24-100-030, 31-24-100-031, 31-24-101-001,
31-24-101-002, 31-24-101-003, 31-24-101-004, 31-24-101-005,
31-24-101-006, 31-24-101-007, 31-24-101-008, 31-24-101-009,
31-24-101-010, 31-24-101-011, 31-24-101-012, 31-24-101-013,
31-24-101-014, 31-24-101-015, 31-24-101-016, 31-24-101-017,
31-24-101-018, 31-24-101-019, 31-24-101-020, 31-24-101-021,
31-24-101-022, 31-24-101-023, 31-24-101-024, 31-24-101-025,
31-24-101-026, 31-24-101-027, 31-24-101-028, 31-24-101-029,
31-24-101-030, 31-24-101-031, 31-24-101-032, 31-24-101-033,
31-24-101-034, 31-24-101-035, 31-24-101-036, 31-24-101-037,
31-24-101-038, 31-24-101-039, 31-24-101-040, 31-24-101-041,
31-24-101-042, 31-24-101-043, 31-24-101-044, 31-24-101-045,
31-24-101-053, 31-24-101-054, 31-24-101-055, 31-24-101-056,
31-24-101-057, 31-24-101-058, 31-24-101-063, 31-24-101-064,
31-24-102-001, 31-24-102-002, 31-24-102-003, 31-24-102-004,
31-24-102-005, 31-24-102-006, 31-24-102-007, 31-24-102-008,
31-24-102-009, 31-24-102-010, 31-24-102-011, 31-24-102-012,
31-24-102-013, 31-24-102-014, 31-24-102-015, 31-24-102-016,
31-24-103-001, 31-24-103-002, 31-24-103-003, 31-24-103-004,
31-24-103-005, 31-24-103-006, 31-24-103-007, 31-24-103-008,
31-24-103-009, 31-24-103-010, 31-24-103-011, 31-24-103-012,
31-24-103-013, 31-24-103-014, 31-24-103-015, 31-24-103-016,
31-24-103-017, 31-24-103-018, 31-24-103-019, 31-24-103-020,
31-24-103-021, 31-24-103-022, 31-24-103-023, 31-24-103-024,
31-24-103-025, 31-24-103-026, 31-24-103-027, 31-24-103-028,
31-24-103-029, 31-24-103-030, 31-24-103-031, 31-24-104-001,
31-24-104-002, 31-24-104-003, 31-24-103-004, 31-24-103-005,
31-24-104-006, 31-24-104-007, 31-24-104-008, 31-24-104-009,
31-24-104-010, 31-24-104-011, 31-24-104-012, 31-24-104-013,
31-24-104-014, 31-24-104-015, 31-24-104-016, 31-24-104-017,
31-24-104-018, 31-24-104-019, 31-24-104-020, 31-24-104-021,
31-24-202-025, 31-24-202-026, 31-24-202-027, 31-24-202-028,
31-24-202-029, 31-24-202-030, 31-24-202-031, 31-24-202-032,
31-24-202-033, 31-24-202-034, 31-24-202-035, 31-24-202-036,
31-24-202-037, 31-24-202-038, 31-24-202-039, 31-24-202-040,
31-24-202-041, 31-24-202-042, 31-24-202-046, 31-24-202-047,
31-24-202-048, 31-24-202-049, 31-24-202-050, 31-24-202-051,
31-24-202-052, 31-24-202-053, 31-24-202-054, 31-24-202-055,
31-24-202-056

Common Addresses of Properties
Subject to This Amended Declaration:

3040 London Drive, 3050 London Drive, 3060 London Drive,
3100 London Drive, 3110 London Drive, 3120 London Drive,
3130 London Drive, 3140 London Drive, 3150 London Drive,
3155 London Drive, 3165 London Drive, 3145 London Drive,
3135 Warren Circle, 3125 Warren Circle, 3115 Warren Circle,
3105 London Drive, 3065 Sheffield Circle,
3055 Sheffield Circle, 3045 Sheffield Circle,
3035 London Drive, 3025 London Drive, 3015 London Drive,
3005 London Drive, 2805 Paris Road, 2815 Paris Road,
20825 London Drive, 20815 London Drive, 20805 London Drive,
20745 London Drive, 20735 London Drive, 20725 London Drive,
2805 Dartmouth Lane, 2815 Dartmouth Lane,
2825 Dartmouth Lane, 2835 Dartmouth Lane,
2845 Dartmouth Lane, 2855 Dartmouth Lane,
2905 Dartmouth Lane, 2915 Dartmouth Lane,
2925 Dartmouth Lane, 2935 Dartmouth Lane,
20720 Bristol Lane, 20730 Bristol Lane, 20740 Bristol Lane,
20800 Bristol Lane, 20810 Bristol Lane, 20820 Bristol Lane,
2930 Paris Road, 2910 Paris Road, 2900 Paris Road
2850 Paris Road, 2840 Paris Road, 20840 London Drive,
2855 Chelsea Circle, 2905 Chelsea Circle,
2911 Chelsea Circle, 2915 Chelsea Circle,
2935 Chelsea Circle, 2945 Chelsea Circle,
2940 Chelsea Circle, 2930 Chelsea Circle,
2920 Chelsea Circle, 2910 Chelsea Circle,
2900 Chelsea Circle, 20850 London Drive
20900 London Drive, 2905 Maros Lane, 2900 Maros Lane,
20920 London Drive, 29030 London Drive, 20940 London Drive,
20950 London Drive, 21000 London Drive, 1 Maros Lane,
21010 London Drive, 2825 Paris Road, 2835 Paris Road,
2855 Paris Road, 2905 Paris Road, 2915 Paris Road,
20745 Bristol Lane, 20735 Bristol Lane, 2910 Dartmouth Lane,
2900 Dartmouth Lane, 2850 Dartmouth Lane,
2840 Dartmouth Lane, 2830 Dartmouth Lane,
2820 Dartmouth Lane, 20740 London Drive, 20800 London Drive,
21045 London Drive, 2930 Cambridge Lane, 2920 Cambridge Lane,
2910 Cambridge Lane, 2900 Cambridge Lane,
2840 Cambridge Lane, 2828 Cambridge Lane,
2820 Cambridge Lane, 2810 Cambridge Lane,
2800 Cambridge Lane, 21045 Cambridge Lane,
21035 Cambridge Lane, 21025 Cambridge Lane,
21015 Cambridge Lane, 21005 Cambridge Lane,
20955 Cambridge Lane, 20945 Cambridge Lane,
20935 Cambridge Lane, 20925 Cambridge Lane,
20915 Cambridge Lane, 2805 Cambridge Lane,

2817 Cambridge Lane, 2825 Cambridge Lane,
2837 Cambridge Lane, 20905 London Drive, 20855 London Drive,
20845 London Drive, 20835 London Drive, 2820 Paris Road,
2810 Paris Road, 2800 Paris Road, 21035 London Drive,
21025 London Drive, 21015 London Drive, 21005 London Drive,
20955 London Drive, 20945 London Drive, 20935 London Drive,
20925 London Drive, 2830 Cambridge Lane,
20920 Cambridge Lane, 20930 Cambridge Lane,
20940 Cambridge Lane, 20950 Cambridge Lane,
21000 Cambridge Lane, 21010 Cambridge Lane,
21020 Cambridge Lane, 2815 Cambridge Lane,
2827 Cambridge Lane, 2835 Cambridge Lane,
2845 Cambridge Lane, 2855 Cambridge Lane,
all in Olympia Fields, Illinois 60461.

EXHIBIT "A"

LEGAL DESCRIPTION

Units 1, 2, and 3 in Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT "B"

LEGAL DESCRIPTION

Unit 4 in Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

This Instrument Prepared By:

Robert W. Earhart, Jr.
7330 College Drive, Suite 201
Palos Heights, IL 60463

Mail Instrument To:

Robert W. Earhart, Jr.
7330 College Drive, Suite 201
Palos Heights, IL 60463

ROBERT W. EARHART, JR.

ATTORNEY AT LAW

7330 COLLEGE DRIVE, SUITE 201
PALOS HEIGHTS, ILLINOIS 60463

TELEPHONE (708) 448-2042
TELECOPIER (708) 448-2087

Members of the Maynegaite
Property Owners Association
Olympia Fields, IL 60461

January 26, 1994

Dear Ladies and Gentlemen:

I am pleased to submit for your records a copy of the Amended Declaration of Protective Covenants for the Maynegaite Subdivision. The Amended Declaration was filed with the Recorder of Deeds of Cook County, Illinois on January 25, 1994 as Document No. 94100594.

The Amended Declaration was approved by the majority of owners of lots in each of Units 1, 2 and 3 of Maynegaite, as well as the owner of Unit 4. The original signature of each consenting owner was incorporated into the Amended Declaration itself. Once it has been returned to the Association by the Recorder of Deeds (which should occur in March, 1994), the original recorded Declaration will be available for inspection by any Association member at the Registered Office of the Association.

The Amended Declaration adds Unit 4 in Maynegaite to the property subject to the covenants described in the Amended Declaration. The principal modifications from the prior covenants of the Association are: (1) an expanded mechanism for collection of monthly assessments and special assessments (if any) for Association operations, including creation of a lien in favor of the Association to secure the collection of these assessments; (2) creation of an Architectural Committee which will review all requests for construction of residential structures on lots in Maynegaite, and which will approve such requests only if they meet standards provided in the Amended Declaration; and (3) providing for expanded remedies for enforcement of the Association's covenants. Please note in particular that before any lot in Maynegaite can be transferred to a third party, the selling owner must now obtain a letter from the Association confirming that the monthly assessments and special assessments (if any) for the lot have been paid, or stating the assessments which are due.

The Board of Directors of the Maynegaite Property Owners Association and I hope that the Amended Declaration of Protective Covenants will benefit all owners within Maynegaite. Please contact us if you have any questions.

enc.

Very truly yours,


Robert W. Earhart, Jr.

94100594

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR MAYNEGAITE SUBDIVISION, OLYMPIA FIELDS, ILLINOIS

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR MAYNEGAITE SUBDIVISION, OLYMPIA FIELDS, ILLINOIS made this 31st day of December, 1993, by the Owners of the real estate situated in Units 1, 2, 3 and 4 in Maynegaite Subdivision, Olympia Fields, Cook County, Illinois (hereafter collectively called "Declarant") and approved by the Maynegaite Property Owners Association.

WITNESSETH:

WHEREAS, on January 5, 1972, MARQUETTE NATIONAL BANK, a national banking association, as Trustee under Trust Agreement dated April 22, 1971 and known as Trust No. 5315, made a Declaration of Protective Covenants for certain real property legally described as:

Unit 1 of Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which Declaration was registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois on February 4, 1972 as Document Number 2606523; and

WHEREAS, on January 5, 1972, MARQUETTE NATIONAL BANK, a national banking association, as Trustee as aforesaid, made a Declaration of Protective Covenants for certain real property legally described as:

Unit 2 of Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which Declaration was registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois on October 5, 1972 as Document Number 2618223; and

WHEREAS, on March 18, 1982, MARQUETTE NATIONAL BANK, a national banking association, as Trustee as aforesaid, made a Declaration of Protective Covenants for certain real property legally described as:

Unit 3 of Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

which Declaration was registered in the Office of the Registrar of Torrens Titles of Cook County, Illinois on March 18, 1982 as Document Number 3253240; and

WHEREAS, under the terms of said Declarations of Protective Covenants, registered as Document Numbers 2606523, 2618223, and 3253240, described above, the covenants of each of said Declarations of Protective Covenants may be changed in whole or in part by an instrument signed by a majority of the then Owners of Lots subject to the Declaration, respectively; and

WHEREAS, the majority of the present Owners of Lots subject to the Declaration of Protective Covenants registered as Document Number 2606523, and the majority of the present Owners of Lots subject to the Declaration of Protective Covenants registered as Document Number 2618223, and the majority of the present Owners of Lots subject to the

Declaration of Protective Covenants registered as Document Number 3253240, have each executed this instrument by which each of said Declarations shall be amended in their entirety by deleting therefrom all of the covenants contained therein and by substituting therefor the covenants, conditions, restrictions and easements contained in the instrument; and

WHEREAS, MARQUETTE NATIONAL BANK, a National Banking Association, as Trustee as aforesaid, is the owner of certain real property legally described as:

Lots 1 to 32, inclusive, in Unit 4 in Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois

(hereafter described as "Unit 4 in Maynegaite")

and has determined that in order to insure the best use and most appropriate development and improvement of each building site to be located in said real estate and to protect the owners of each such building site against improper use of surrounding building sites that might depreciate the value of their property; to preserve as far as practical, the natural beauty of said property; to guard against the erection thereon of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable materials; to insure the highest and best development of said real property; to encourage and secure the erection of attractive residences thereon, with appropriate locations and building sites; to prevent the haphazard and inharmonious improvement of building sites; to secure and maintain proper setbacks from streets, and adequate free space between structures; and in general to provide adequately for height, type and quality of improvements on said real property, and thereby enhance the value of the investment made by purchasers of building sites thereon, said real property is, and shall be held, transferred, sold and conveyed, subject to the conditions, restrictions, easements and covenants herein set forth, each and all of which is and are for the benefit of said real property and shall run with the land, and each and every Lot therein, and shall apply to and bind the owners thereof, and their heirs, legal representatives, successors and assigns; and

WHEREAS, the Declarant has determined that it is in the best interests of the said Units 1, 2 and 3 of Maynegaite Subdivision to amend the Declaration of Protective Covenants registered as Document Numbers 2606523, 2618223, and 3253240, by deleting therefrom all of the covenants contained therein and by substituting therefor the covenants, conditions, restrictions and easements set forth in this instrument, which shall constitute covenants running with the land and which shall be binding upon and inure to the benefit of all parties having any right, title and interest in the real estate described on Exhibit "A" hereto or any portion thereof, and their successors and assigns.

NOW, THEREFORE, the Declarant, constituting a majority of the Owners of Lots in each of the Units comprising the real estate described as Exhibit "A", which are subject to the Declarations registered as Document Numbers 2606523, 2618223, and 3253240, hereby amends said Declarations by deleting therefrom all of the covenants contained therein, and by substituting therefor the covenants, conditions, restrictions and easements contained herein, which shall constitute covenants running with the land and each and every Lot thereof, and which are for the benefit of said real property and all the Lots contained therein, and which shall apply to and

bind the owners thereof, and their heirs, successors and successors and assigns; and

WHEREAS, Declarant, as owner of Unit 4 in Maynegaite, has hereby declares that Unit 4 in Maynegaite, as legally described in Exhibit "B" hereto, shall be held, transferred, sold and conveyed subject to the covenants, conditions, restrictions and easements contained in this Amendment to Declaration of Protective Covenants, which covenants shall constitute covenants running with the land and each and every Lot thereof, and which are for the benefit of said real property and all the Lots contained therein, and which shall apply to and bind the owners thereof, and their heirs, successors and assigns (the real estate described in Exhibits "A" and "B" shall hereafter be collectively referred to as "MAYNEGAITE").

ARTICLE 1

DEFINITIONS

1.01 "Association" shall mean the Maynegaite Property Owners Association, an Illinois not-for-profit corporation, and its successors and assigns.

1.02 "Board" shall mean the Board of Directors of the Maynegaite Property Owners Association.

1.03 "Bylaws" shall mean the Bylaws of the Association, as amended from time to time. The initial Bylaws are attached hereto as Exhibit "C".

1.04 "Declaration" shall mean this instrument, as amended from time to time.

1.05 "Member" shall mean every person who holds a membership, from time to time, in the Association.

1.06 "Mortgage" shall mean a mortgage or deed of trust, secured by one or more of the Lots.

1.07 "Mortgagee" shall mean a holder of a mortgage or a beneficiary under or holder of a note secured by a trust deed or deed of trust.

1.08 "Owner" shall mean the person or persons who are, individually or collectively, the owner or owners of a fee simple title ownership in a Lot. The terms shall include a purchaser or purchasers of a Lot under an installment contract or Articles of Agreement.

1.09 "Lot" shall mean a part of Units 1, 2, 3 or 4 in Maynegaite Subdivision, Olympia Fields, Illinois, designated as a Lot on the Plats thereof.

1.10 "Residential Lot" shall mean each Lot upon which a permanent building has been constructed which is intended principally for use as a single family residence.

1.11 "Unimproved Lot" shall mean each Lot which is not a Residential Lot.

1.12 "Person" shall mean an individual, trustee, corporation, partnership or other legal entity capable of holding title to real estate in the State of Illinois.

1.13 "Majority" shall mean one more than fifty percent (50%) of the votes entitled to be cast by the Owner or Owners of

the Lots subject to this Declaration from time to time.

1.14 "Plat" shall mean a plat of subdivision recorded in the Office of the Recorder of Deeds of Cook County, Illinois.

1.15 "Landscaping" shall mean trees, bushes, shrubs, plants, and groundcover on a Lot.

1.16 "Entrance Area" shall mean each area within MAYNEGAITE used as an entrance area from adjoining streets (including entrance walls, lighting, pillars, posts, signs and landscaping within such area).

1.17 "Building Site" shall mean any Lot, any two or more adjoining Lots, or one Lot and an adjoining part of another Lot in single ownership, and upon which one building may be erected in conformance with requirements of this Declaration. In no case can a Building Site consist of less than one Lot.

ARTICLE 2

PURPOSES

Declarant makes this Declaration for the following purposes:

- (1) to insure the best use and the most appropriate development and improvement of each Building Site within MAYNEGAITE;
- (2) to protect the owners of such Building Sites against improper use of surrounding Building Sites that might depreciate the value of their property;
- (3) to preserve so far as practical, the natural beauty of said property;
- (4) to guard against the erection thereon of poorly designed or poorly proportioned structures, or structures built of improper or unsuitable materials;
- (5) to insure the highest and best development of said property, and to encourage and secure the erection of attractive residences thereon, with appropriate location and building sites;
- (6) to secure and maintain proper setbacks from streets, and adequate free space between structures; and
- (7) in general, to provide adequately for height, type and quality of improvement on said property, and thereby to enhance the value of the investment made by purchasers of Building Sites thereon.

ARTICLE 3

THE ASSOCIATION

3.01 Formation. The Association has been formed prior to the execution of this Declaration.

3.02 Purposes. The purposes for which the Association has been formed are as follows:

- (a) To enhance and protect the value, attractiveness and desirability of MAYNEGAITE, particularly the Entrance Areas within the Parcel;
- (b) To interpret, apply and enforce the covenants,

conditions and restrictions set forth in this Declaration; and

- (c) To further the comfort, safety, health and welfare of the residents of MAYNEGAITE.

3.03 Powers. The Association shall have the following powers:

- (a) To perform all duties and obligations of the Association as set forth in this Declaration;
- (b) To affix, levy and collect, by any lawful means, charges and annual assessments pursuant to the terms of this Declaration, to pay all expenses in connection therewith, and to pay all office and other expenses incidental to the conduct of the business of the Association, including all license fees, taxes or governmental charges levied or imposed against the property of the Association;
- (c) To exercise all powers necessary or appropriate to effectuate the purposes of the Association, including, without limitation, any and all powers, rights and privileges that a nonprofit corporation organized under the General Not-For-Profit Corporation Act of the State of Illinois by law may now or hereafter have or exercise.

3.04 Operation. The Association has been organized and shall be operated exclusively for the purposes set forth above. The Board, elected pursuant to the Bylaws, shall be the governing body of the Association. The activities of the Association shall be financed by annual assessments against Owners as provided in this Declaration, and no part of any net earnings of the Association shall inure to any Owner personally.

ARTICLE 4

MEMBERSHIP IN THE ASSOCIATION

4.01 Membership. Every Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Lot within MAYNEGAITE.

4.02 Duration of Membership. Each Owner shall automatically become a Member upon becoming an Owner. The membership of each Owner shall continue until such time as his ownership interest in a Lot is sold, transferred or otherwise terminated or disposed of, and shall terminate automatically upon the sale, transfer, or other termination or disposition of his ownership interest, at which time his ownership interest shall automatically be transferred to the new Owner succeeding to such ownership interest.

ARTICLE 5

VOTING

5.01 Number of Votes. The total number of votes of all Members in the Association shall be equal to the number of Lots within MAYNEGAITE. The right to cast one (1) vote in the Association shall be deemed incident to the ownership of each Lot.

5.02 Casting of Vote. The vote incident to the ownership of each Lot may be cast, either in person or by proxy, by any Member who, individually or collectively with one or more other Members, has an ownership interest in said Lot.

5.03 Land Trust Beneficiaries. The owner or owners of the beneficial interest in a land trust under Illinois law, may cast the vote incident to the ownership of a Lot held by said land trust, provided that the owner or owners of the beneficial interest in such land trust have filed or caused to be filed, with the Secretary of the Association, a writing signed by the owners of 100% of the beneficial interest of such land trust confirming such ownership. In the event that such writing has been filed with the Secretary of the Association, each owner of the beneficial interest of such land trust shall exercise and be bound by all rights and obligations of a Member under this Declaration. Such writing may be relied upon by the Association until revoked in a writing signed by the owners of 100% of the beneficial interest of said land trust.

5.04 Proxies and Pledges. A Member may appoint any other Member or Members, or his or her spouse, as a proxy. Any proxy shall be filed with the Secretary of the Association before the appointed time of each meeting. Every proxy shall be revocable at the pleasure of the Member executing same. The Board shall have the sole power to determine the validity of any such proxy. An executor, administrator, guardian or trustee for an individual Member may vote in person or by proxy at any meeting of the Association with respect to any Lot owned or held by him in such capacity, provided that the executor, administrator, guardian or trustee shall deliver to the Secretary of the Association reasonable evidence that he holds the Lot in such capacity.

ARTICLE 6

MAINTENANCE

6.01 Association to Maintain Entrances. The Association shall maintain and keep in good repair any and all subdivision entrance walls, lighting, pillars, posts, signs and landscaping located in each Entrance Area.

6.02 Reservation of Easement. Declarant hereby reserves unto itself and its successors and assigns, for the common use and benefit of the Owners of Lots, a non-exclusive easement in perpetuity for the purpose of installing and maintaining subdivision entrance walls, lighting, pillars, posts, signs and landscaping in the vicinity thereof, over and upon each Entrance Area. Declarant shall be deemed, without further instrument or document, to have granted the easement reserved hereby to the Association for the use and benefit of its Members, and thereafter during the corporate existence of the Association the Owners of the Lots shall exercise the rights reserved thereby by, through and under the Association.

ARTICLE 7

ASSESSMENTS

7.01 Obligation. Each Owner shall pay to the Association all Annual Assessments and Special Assessments affixed by the Board and levied against his Lot.

7.02 Annual Assessments. An Annual Assessment may be assessed by the Board on or before the sixtieth (60th)

day of the Association's fiscal year, which shall be paid in one installment. The Annual Assessment assessed shall be based upon the estimated expenses of the Association for the fiscal year for which the Annual Assessment is assessed. Estimated expenses include the cost of maintenance required by Article 6, insurance premiums for insurance coverage deemed desirable by the Board, wages, legal and accounting fees, management fees, expenses and liabilities incurred by the Board under or by reason of this Declaration, payment of any deficit remaining from a previous fiscal year, as well as other costs and expense incurred by the Association in furtherance of the purposes set forth in Article 2 above and not separately assessed as Special Assessments.

7.03 Amount of Annual Assessment. The amount of the initial Annual Assessment shall be \$10.00 per year for each Unimproved Lot and \$30.00 per year for each Residential Lot. The amount of the Annual Assessment for any fiscal year may be adjusted as reasonably determined by the Board.

7.04 Special Assessments. In addition to the Annual Assessments authorized by Section 7.02 above, the Board may levy, at any time, in the manner set forth in Section 7.05 below, one or more Special Assessments, payable over such period as the Board may determine, for the purpose of defraying, in whole or in part, any unexpected or extraordinary expense or expenses of the Association.

7.05 Manner of Affixing Special Assessments. A Special Assessment shall be assessed in the manner set forth in this Section 7.05. The Board shall determine, at a regular or special meeting, the amount of the Special Assessment, and apportion the amount of the Special Assessment to each Lot. If the amount of the Special Assessment as determined by the Board exceeds the amount of the Annual Assessment assessed by the Board for the fiscal year in which the Special Assessment is assessed, the Board shall call a special meeting of the Association to consider the Special Assessment, and the consent of the majority of the Owners attending the Special Meeting shall be required in order to assess the Special Assessment. The Board shall notify each Owner of each Lot in writing of the amount of the Special Assessment levied against the Lot and the time for payment of the Special Assessment. No payment shall be due less than thirty (30) days after the date on which such notice has been given by the Board. The Board shall make a pro-rata refund of any Special Assessment in excess of the actual expenses incurred by the Association in meeting the cost for which the Special Assessment was assessed.

7.06 Late Charges. If any Owner shall fail or refuse to make any payment when due for the share of the Annual Assessments or Special Assessments chargeable to a Lot in which the Owner has an ownership interest, within sixty (60) days after its payment due date, the amount of such Annual Assessment or Special Assessment due from such Owner shall be increased annually, on a cumulative basis, by a Late Charge equal to \$5.00 multiplied by the number of years for which such Owner has failed to pay such Annual Assessment or Special Assessment. For example, if an Owner of a Residential Lot fails to pay an Annual Assessment of \$30.00 during four fiscal years, the cumulative Late Charge which shall be imposed upon his Lot shall be \$50.00, which is the sum of Late Charges of \$20.00, \$15.00, \$10.00 and \$5.00 imposed for said four fiscal years.

7.07 Assessment Lien. All Annual Assessments and Special Assessment chargeable to any Lot within MAYNEGAITE shall

constitute a continuing lien upon the ownership interest of the Owner in such Lot, prior to all other liens and encumbrances, except only: (a) general real estate taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of the State of Illinois and other taxes of the State of Illinois or the United States which are by law a lien on the interest of such Owner prior to pre-existing recorded encumbrances thereon; and (b) liens and encumbrances of a bona fide security instrument, including a mortgage, trust deed, or sale and leaseback, given by an Owner of a Lot or Lots within MAYNEGAITE to a lender with respect to any Lot or Lots, provided however, that such subordination shall apply only to the Annual Assessments and Special Assessments which have become due and payable prior to a sale of any such Lot or Lots pursuant to or in lieu of foreclosure by the holder of such security instrument. In the event of the sale, conveyance, transfer or other disposition of an ownership interest in a Lot or Lots within MAYNEGAITE, the lien created under this Section shall constitute a prior lien against the ownership interest of the purchaser, grantee, or transferee thereunder, subject only to the lien of general real estate taxes, special taxes and special assessments imposed by an political subdivision or municipal corporation of the State of Illinois and other taxes of the State of Illinois or the United States which are by law a lien on the interest of such owner prior to pre-recorded encumbrances thereon, unless and until the Association issues a written statement to such purchaser confirming that all of such Annual Assessments and Special Assessments with respect to such ownership interest have been fully paid. An owner, a holder of a bona fide security interest, or a proposed purchaser of a Lot may from time to time request from the Secretary of the Association in writing a written statement from the Board setting forth the unpaid assessments with respect to the Lot. The Secretary of the Association shall forward a statement to such party within ten (10) days after his receipt of such request, setting forth the unpaid assessments for the Lot, or confirming that all of such assessments have been paid. A holder of a bona fide security interest on a Lot may pay any unpaid assessment payable with respect to such Lot, and upon such payment such security holder shall have a lien on such Lot for the amounts paid at the same rate as the lien for his security interest. Such a lien for assessments shall be in favor of the Board and shall be for the benefit of the Association.

ARTICLE 8

RESTRICTIONS ON USE

8.01 Unimproved or Residential Use. The Lots are hereby restricted to Unimproved or Residential Uses, and incidental uses related to the convenience and enjoyment of such uses.

8.02 Nuisance. No use of any portion of the Parcel shall be made which is a source of unreasonable annoyance to the Owners or which unreasonably interferes with the peaceful possession or proper use of any Lot by its Owners.

8.03 Compliance With Laws. No use of the Parcel or any portion thereof shall be made which violates any law, ordinance or regulation of any governmental authority having jurisdiction thereover.

8.04 Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Parcel or any portion thereof, except that Owners may keep dogs, cats

or other small household pets provided they are not kept, bred or maintained for commercial purposes. No household pet shall be permitted which causes an unreasonable disturbance or which is dangerous to human beings.

8.05 Fences. No fence nor any stone or brick wall shall be constructed unless (a) such fence or wall does not detract from the general harmony of surrounding structures and (b) prior to its construction a specification of the type, design and material of the fence or all is submitted to and approved by the Architectural Committee.

8.06 Signs. No signs bearing the words "For Sale", "For Rent", or "For Lease" shall be exhibited on any existing structure within MAYNEGAITE which has been occupied at any time as a residence, nor may any such signs be placed or exhibited on the yard of any Lot upon which such a structure is situated.

ARTICLE 9

ARCHITECTURAL CONTROL

9.01 Architectural Committee. The Board shall appoint from among its members an Architectural Committee of three (3) members, each of which shall serve a term of four (4) years. In the event of any vacancy in the Architectural Committee, the remaining members shall constitute the Architectural Committee until the next meeting of the Board, at which time a replacement member shall be appointed by the Board. The Members of the Architectural Committee shall not be entitled to any compensation for their service as Members of said Committee.

9.02 Submission for Approval. No work in connection with the construction of any proposed residential structure on any Lot shall be commenced without Plans and Specifications (as defined in Section 9.03 below) therefor having been approved in writing by the Architectural Committee.

9.03 Plans and Specifications. An Owner intending to construct or cause to be constructed any proposed residential structure on any Lot shall give written notice thereof to the Architectural Committee not less than fifteen (15) days prior to the date on which the Owner or his agent intends to commence work thereon (the "Owner's Notice") and within five (5) days after request therefor furnish the Architectural Committee with (a) plans and specifications illustrating the location plan of the proposed residential structure on the Lot and illustrating the character of the proposed residential structure as to materials and other matters as may be deemed reasonable appropriate by the Architectural Committee; and (b) a landscaping sketch illustrating the nature and location of all bushes, shrubs, trees, and other vegetation to be located upon or removed from the Lot, together with any non-vegetative materials to be used in connection with the landscaping, and showing the location of additional information which may be reasonably requested by the Architectural Committee.

9.04 Standards. In determining whether or not to approve a proposed residential structure, the Architectural Committee shall consider the following: (a) whether the proposed residential structure would violate any policies expressed by the Village Board of the Village of Olympia Fields in the Architectural Control Ordinance adopted on February 24, 1969, and amendments thereto or substitutions therefor; (b) whether the nature, kind, shape, height, or location of the proposed

residential structure would lessen the value of existing buildings on Residential Lots in the vicinity of the proposed structure; (c) whether the nature, kind, shape, height, or location of the proposed residential structure would cause unreasonable inconvenience or annoyance to the Owners of Lots in the vicinity of the proposed residential structure; (d) whether the nature, kind, shape, height or location of the proposed residential structure would destroy the natural beauty of the Lot or of MAYNEGAITE; and (e) whether the proposed residential structure would violate any of the covenants, conditions or restrictions set forth in this Declaration.

9.05 Minimum Building Size. Each proposed residential structure shall have a minimum interior area of 2,500 square feet, which shall be accurately depicted in the architectural plans described in Subparagraph 9.03(a), which interior area shall be exclusive of the area of basements, sub-basements, attics, crawl spaces, garages, porches, patios, and decks located within such proposed residential structure.

9.06 Approval or Disapproval. The Architectural Committee shall approve or disapprove the proposed residential structure in writing within fifteen (15) days after the date of the Owner's Notice. In the event the Architectural Committee disapproves the proposed residential structure, the Architectural Committee shall state its reasons therefor in writing. Thereafter, the Owner shall have the right to submit to the Architectural Committee, within fifteen (15) days after its disapproval of the proposed residential structure, modifications to the proposed residential structure, which the Architectural Committee shall consider and approve, or disapprove in writing, within fifteen (15) days after submission of such modifications.

9.07 Failure to Act. In the event the Architectural Committee fails to approve or disapprove the proposed residential structure within the fifteen (15) day period described in Section 9.06 above, the Architectural Committee shall be deemed thereby to have given its approval to the proposed residential structure.

9.08 Remedy. The Board may enforce the provisions of this Article by bringing suit to enjoin or remove any structure or landscaping constructed or placed on any Lot or within any other portion of MAYNEGAITE in violation of this Article 9, provided that such suit shall be brought within one (1) year after the date on which construction or placement of the structure or landscaping has been completed.

9.09 Effect. The provisions of this Article 9 shall be deemed to be a covenant running with the land. The provisions of this Article 9 are separate and distinct requirements enforceable by the Association and shall not be deemed to substitute for or excuse compliance with any municipal ordinance of the Village of Olympia Fields relating to construction or placement of any structure or landscaping on any Lot.

ARTICLE 10

LANDSCAPING REQUIREMENTS

10.01 Landscaping Plan. The Plans and Specifications submitted to the Architectural Committee by any Owner in connection with a proposed structure shall include a complete landscaping sketch as described in Subparagraph 9.03(b), which landscaping sketch shall be deemed to be an

integral part of the proposed residential structure approved or disapproved by the Architectural Committee. The landscaping sketch shall make provision for the planting of at least two trees in the front yard of the Lot for which it is prepared. All work shown on the landscaping sketch in connection therewith shall be completed within six (6) months after the date on which any residential structure is approved for occupancy by the Village of Olympia Fields, or as soon thereafter as weather permits.

ARTICLE 11

REMEDIES

11.01 In General. In the event of any default or violation of the provisions of this Declaration or the Bylaws by any Owner or Member (either by his own conduct or by the conduct of any person occupying his Lot with his knowledge), the Association, or the Board, or its agents, shall have the right to institute any one or more of the following actions or proceedings which may be available at law or in equity, together with an award of damages in the amount of the reasonable attorney's fees and court costs of the Board in any such action or proceeding against such defaulting Owner, Member, and/or others:

- (a) for enforcement of any lien and the appointment of a Receiver for the Lot and the ownership interest of such Owner or Member therein, without notice and without regard to the value of such Lot or the ownership interest or solvency of such Owner or Member;
- (b) for a judgment for the payment of money damages;
- (c) for injunction or specific performance;
- (d) for any combination of the above or for any other relief available at law or in equity; and
- (e) for an award against such Owner or Member in the amount of the Board or the Association's reasonable attorney's fees and costs.

11.02 Injunctive Relief. In the event of any violation by any Owner of any covenant, condition or restriction set forth in this Declaration, or in the event of any default by any Owner in the performance of such Owner's obligations under this Declaration or the Bylaws, and if such default or violation shall continue for ten (10) days after notice to the Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice from the Board, then the Board shall have the power to file an action against the defaulting Owner for a judgment for an injunction against the Owner or occupant, requiring the Owner to comply with the provisions of this Declaration or the Bylaws, and granting other appropriate relief, including monetary damages.

ARTICLE 12

RESERVATION OF RIGHT TO ANNEX ADDITIONAL PARCEL

12.01 Annexation of Additional Parcels. The Declarant reserves unto itself the right, for itself and its successors and assigns, from time to time, within ten (10) years of the date of recording of this Declaration, to annex and add to MAYNEGAITE and the real estate hereby made subject to this

Declaration, one or more parcels of real estate which is contiguous with a portion of the Parcel. In the event Declarant annexes such Additional Parcel, fee simple title thereto shall be taken by the Association, and Declarant shall reflect the addition of the Additional Parcel to the Parcel by amending Exhibit "A" to reflect the addition of the Additional Parcel to the Parcel. Any Additional Parcel described in any such Amended Declaration shall be subject to this Declaration on the same terms and conditions, and to the same extent, as the real estate legally described in Exhibit "A" hereto.

ARTICLE 13

REVOCATION OR AMENDMENT OF DECLARATION

13.01 Revocation. This Declaration shall not be revoked or amended unless sixty percent (60%) of all Owners and sixty percent (60%) of all holders of security interests with respect to one or more Lots which are the subject of a recorded Mortgage consent and agree to such revocation or amendment by instrument duly recorded.

ARTICLE 14

MISCELLANEOUS PROVISIONS

14.01 Owner's Address. Each Owner shall register his or her mailing address with the Association, and all notices, demands and statements shall be sent by regular United States mail, postage prepaid, addressed in the name of the Owner at such duly registered mailing address.

14.02 Association's Address. The Association's address shall be c/o 21005 Cambridge Lane, Olympia Fields, Illinois 60461, as such address may be amended from time to time, and all notices, demands and statements to the Association (or to the Board) shall be sent by regular United States mail, postage prepaid, addressed to the Association or to the Board at such address or such amended address, as the case may be.

14.03 Compliance With Provisions. Each Owner and Member shall comply strictly with the provisions of this Declaration and the Bylaws of the Association as the same may be in force from time to time.

14.04 Severability. If any of the provisions of this Declaration is invalidated, such invalidity shall not affect the validity of the remainder of this Declaration, and the application of any other provision in the Declaration in any circumstance shall not be affected thereby.

14.05 Execution in Counterpart. This Declaration and any amendments thereto, and consents to this Declaration by any Owner or holder of a security interest affecting any Lot within MAYNEGAITE may be executed in counterpart and, provided such counterpart execution is notarized and made a part of this Declaration, such execution in counterpart shall be fully effective and binding as the action of the Owner or security holder so executing this Declaration, Amendment or Consent, as the case may be.

14.06 Terminology. Wherever used herein, unless the context shall otherwise require, the singular shall include the plural, the plural shall include the singular, and the use

of any gender shall include all genders.

14.07 State Law. The provisions of this Declaration shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first set forth above.

MAYNEGAITE PROPERTY
OWNERS ASSOCIATION

BY: 

**Signatory pages have
been removed from this
online version.**

**Signatures are available
in the printed version.**

**Please contact the
Board if you are a
resident who needs a
printed version of the
Bylaws and Covenants.**

STATE OF ILLINOIS

SS.

COUNTY OF COOK

I, Robert W. Earhart, Jr. a notary public in and for the County
and State aforesaid, do hereby certify that

Owen Henry, Robert & Rosemary Chi, Mid-America Mutual Bank Chicago by John A. C. Smith
Walter J. Smith & Son, P. O. Box 66, Chicago, Illinois, Timothy G. Smith & Mary Bradford
Robert M. Woods & Sarah M. Woods, William R. Macrae & John J. Macrae, Andrew J. Penney, Jr.
Ferry Thomas & Lillian Thomas, Anna M. Jones, Dan L. Chazewski & Elaine M. Chazewski,
William A. Leavelle & Vivian Leavelle, Robert E. Redwing, Michael V. Harris & Deborah F. Harris,
Dorinda M. Slater, John W. Branch & Bette J. Branch,
Paul H. Smith & Shelia M. Smith, Shirley A. McGallum,
Richard A. McGallum, Bev. McGallum, Richard McGallum,
R. Maria & C. A. McGallum, McGallum & McGallum, McGallum & McGallum,
Edward W. Winters & Carol A. Winters, Craig Weintraub, Ralph J. Gerich & Agnes G. Klenerich
Vincent Grogan & Rita Grogan, Thomas Grogan & Christine Grogan, Bessie Wilkes Jones,
Michael E. Gellerau, Clarence H. Smith & Alder T. Smith, William Norton & Beverly Stanton,
Kenneth Taylor & Denise Taylor, Gwen C. Duncan, Salvatore J. Campana,
Chris & Algea, Sharon A. Abagay, Robert Wolf & Adelweitz, Diana A. Ann Olson & Ilin J. Donaldson
Gregg Evans & Pam Evans, Robert Talano, Astrid Vidson, Ernie Herron & Barbara J. Herron,
John E. Newman & Joyce W. Newman, John E. Newman & Joyce W. Newman, John E. Newman & Joyce W. Newman,
Quinten Glen & Helen Glen, Jose A. Wier, Nicholas J. Ranieri & Phyllis Ranieri,
Charles O. Fendrich & Jane O. Fendrich, Frederick J. Blatz & Mary E. Blatz, Michael Kupinski & Rebecca Kuntz,
Michael Zielesinski & Patricia Zielesinski, Sara Bilski, Hector Castillo & Elena C. Castillo,
David B. Sices & Marsha L. Sices, Peter Upjohn & Penny Upjohn, Rajita Modastony & Samala Rajan,
Frank Chung & Zinka Chapman, Donald A. Vogelrang & Barbara L. Vogelrang, David Laro & Annette,
Lizzy Laro & Gloria Jean Laro, James A. Shuba & Jean M. Shuba, Arthur W. Heidron & Lee Doris A. Heidron,
Edward Singleton & Jacqueline, James A. Harrington & Debra D. Harrington,
Paul Payne & Mary Payne, James E. Payne & Anne Artis & Nera Artis,
Margarette National Bank Trust, James E. Payne & Anne Artis & Nera Artis,
James E. Payne & Anne Artis & Nera Artis, James E. Payne & Anne Artis & Nera Artis,
Michael G. Johnson & Yvonne E. Parrett-Johnson, Barney Kulzow & Dorothy B. Kulzow,
and Evelyn Woods, personally known to me to be the persons who subscribed to
the foregoing instrument, appeared before me and acknowledged
that they signed and delivered the foregoing instrument as
their free and voluntary act, for the uses and purposes set
forth therein.

Given under my Hand and Notarial
Seal this 31st day of December, 1993

Notary Public

MARQUETTE NATIONAL BANK,
Trustee Under Trust No. 5315
Dated April 22, 1971

(Owner of Maynegaite
Unit No. 4)

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, 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 Marquette National Bank, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF Marquette National Bank, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, the day and year first above written.

MARQUETTE NATIONAL BANK

TR # 5315

Vice President

Assistant Secretary

STATE OF ILLINOIS

SS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, that the above named Vice President and Assistant Secretary of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such officers of said Bank and caused the seal of said Bank to be thereunto affixed, as their 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 Notary Seal this

day of

DEC 31 1992 199

"OFFICIAL SEAL"
LUCILLE A. ZURLIS
Notary Public, State of Illinois
My Commission expires

Notary Public

Notary Public

Permanent Index Numbers of Properties
Subject to this Amended Declaration:

31-24-100-009, 31-24-100-010, 31-24-000-011, 31-24-100-012,
31-24-100-013, 31-24-100-014, 31-24-100-015, 31-24-100-016,
31-24-100-017, 31-24-100-018, 31-24-100-019, 31-24-100-020,
31-24-100-021, 31-24-100-022, 31-24-100-023, 31-24-100-024,
31-24-100-025, 31-24-100-026, 31-24-100-027, 31-24-100-028,
31-24-100-029, 31-24-100-030, 31-24-100-031, 31-24-101-001,
31-24-101-002, 31-24-101-003, 31-24-101-004, 31-24-101-005,
31-24-101-006, 31-24-101-007, 31-24-101-008, 31-24-101-009,
31-24-101-010, 31-24-101-011, 31-24-101-012, 31-24-101-013,
31-24-101-014, 31-24-101-015, 31-24-101-016, 31-24-101-017,
31-24-101-018, 31-24-101-019, 31-24-101-020, 31-24-101-021,
31-24-101-022, 31-24-101-023, 31-24-101-024, 31-24-101-025,
31-24-101-026, 31-24-101-027, 31-24-101-028, 31-24-101-029,
31-24-101-030, 31-24-101-031, 31-24-101-032, 31-24-101-033,
31-24-101-034, 31-24-101-035, 31-24-101-036, 31-24-101-037,
31-24-101-038, 31-24-101-039, 31-24-101-040, 31-24-101-041,
31-24-101-042, 31-24-101-043, 31-24-101-044, 31-24-101-045,
31-24-101-053, 31-24-101-054, 31-24-101-055, 31-24-101-056,
31-24-101-057, 31-24-101-058, 31-24-101-063, 31-24-101-064,
31-24-102-001, 31-24-102-002, 31-24-102-003, 31-24-102-004,
31-24-102-005, 31-24-102-006, 31-24-102-007, 31-24-102-008,
31-24-102-009, 31-24-102-010, 31-24-102-011, 31-24-102-012,
31-24-102-013, 31-24-102-014, 31-24-102-015, 31-24-102-016,
31-24-103-001, 31-24-103-002, 31-24-103-003, 31-24-103-004,
31-24-103-005, 31-24-103-006, 31-24-103-007, 31-24-103-008,
31-24-103-009, 31-24-103-010, 31-24-103-011, 31-24-103-012,
31-24-103-013, 31-24-103-014, 31-24-103-015, 31-24-103-016,
31-24-103-017, 31-24-103-018, 31-24-103-019, 31-24-103-020,
31-24-103-021, 31-24-103-022, 31-24-103-023, 31-24-103-024,
31-24-103-025, 31-24-103-026, 31-24-103-027, 31-24-103-028,
31-24-103-029, 31-24-103-030, 31-24-103-031, 31-24-104-001,
31-24-104-002, 31-24-104-003, 31-24-103-004, 31-24-103-005,
31-24-104-006, 31-24-104-007, 31-24-104-008, 31-24-104-009,
31-24-104-010, 31-24-104-011, 31-24-104-012, 31-24-104-013,
31-24-104-014, 31-24-104-015, 31-24-104-016, 31-24-104-017,
31-24-104-018, 31-24-104-019, 31-24-104-020, 31-24-104-021

31-23-202-024

Common Addresses of Properties
Subject to This Amended Declaration:

3040 London Drive, 3050 London Drive, 3060 London Drive,
3100 London Drive, 3110 London Drive, 3120 London Drive,
3130 London Drive, 3140 London Drive, 3150 London Drive,
3155 London Drive, 3165 London Drive, 3145 London Drive,
3135 Warren Circle, 3125 Warren Circle, 3115 Warren Circle,
3105 London Drive, 3065 Sheffield Circle,
3055 Sheffield Circle, 3045 Sheffield Circle,
3035 London Drive, 3025 London Drive, 3015 London Drive,
3005 London Drive, 2805 Paris Road, 2815 Paris Road,
20825 London Drive, 20815 London Drive, 20805 London Drive,
20745 London Drive, 20735 London Drive, 20725 London Drive,
2805 Dartmouth Lane, 2815 Dartmouth Lane,
2825 Dartmouth Lane, 2835 Dartmouth Lane,
2845 Dartmouth Lane, 2855 Dartmouth Lane,
2905 Dartmouth Lane, 2915 Dartmouth Lane,
2925 Dartmouth Lane, 2935 Dartmouth Lane,
20720 Bristol Lane, 20730 Bristol Lane, 20740 Bristol Lane,
20800 Bristol Lane, 20810 Bristol Lane, 20820 Bristol Lane,

2930 Paris Road, 2910 Paris Road, 2900 Paris Road
2850 Paris Road, 2840 Paris Road, 20840 London Drive,
2855 Chelsea Circle, 2905 Chelsea Circle,
2911 Chelsea Circle, 2915 Chelsea Circle,
2935 Chelsea Circle, 2945 Chelsea Circle,
2940 Chelsea Circle, 2930 Chelsea Circle,
2920 Chelsea Circle, 2910 Chelsea Circle,
2900 Chelsea Circle, 20850 London Drive
20900 London Drive, 2905 Maros Lane, 2900 Maros Lane,
20920 London Drive, 29030 London Drive, 20940 London Drive,
20950 London Drive, 21000 London Drive, 1 Maros Lane,
21010 London Drive, 2825 Paris Road, 2835 Paris Road,
2855 Paris Road, 2905 Paris Road, 2915 Paris Road,
20745 Bristol Lane, 20735 Bristol Lane, 2910 Dartmouth Lane,
2900 Dartmouth Lane, 2850 Dartmouth Lane,
2840 Dartmouth Lane, 2830 Dartmouth Lane,
2820 Dartmouth Lane, 20740 London Drive, 20800 London Drive,
21045 London Drive, 2930 Cambridge Lane, 2920 Cambridge Lane,
2910 Cambridge Lane, 2900 Cambridge Lane,
2840 Cambridge Lane, 2828 Cambridge Lane,
2820 Cambridge Lane, 2810 Cambridge Lane,
2800 Cambridge Lane, 21045 Cambridge Lane,
21035 Cambridge Lane, 21025 Cambridge Lane,
21015 Cambridge Lane, 21005 Cambridge Lane,
20955 Cambridge Lane, 20945 Cambridge Lane,
20935 Cambridge Lane, 20925 Cambridge Lane,
20915 Cambridge Lane, 2805 Cambridge Lane,
2817 Cambridge Lane, 2825 Cambridge Lane,
2837 Cambridge Lane, 20905 London Drive, 20855 London Drive,
20845 London Drive, 20835 London Drive, 2820 Paris Road,
2810 Paris Road, 2800 Paris Road, 21035 London Drive,
21025 London Drive, 21015 London Drive, 21005 London Drive,
20955 London Drive, 20945 London Drive, 20935 London Drive,
20925 London Drive, 2830 Cambridge Lane,
20920 Cambridge Lane, 20930 Cambridge Lane,
20940 Cambridge Lane, 20950 Cambridge Lane,
21000 Cambridge Lane, 21010 Cambridge Lane,
21020 Cambridge Lane, 2815 Cambridge Lane,
2827 Cambridge Lane, 2835 Cambridge Lane,
2845 Cambridge Lane, 2855 Cambridge Lane,
all in Olympia Fields, Illinois 60461.

Also:

Unit 4, Maynegaitte Subdivision

Olympia Fields, Illinois 60461

EXHIBIT "A"

LEGAL DESCRIPTION

Units 1, 2, and 3 in Maynegaite, a Subdivision of part of the Northwest 1/4 of Section 24, Township 35 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

EXHIBIT "B"

LEGAL DESCRIPTION

Lots 1 to 32, inclusive, in Unit 4 in Maynegaité, a
Subdivision of part of the Northwest 1/4 of Section 24,
Township 35 North, Range 13, East of the Third Principal
Meridian, in Cook County, Illinois.

EXHIBIT "C"

BYLAWS OF THE MAYNEGAITE PROPERTY OWNERS ASSOCIATION

ARTICLE 1

NAME, ORGANIZATION, DURATION

1.01. NAME. The name of the Corporation is The Maynegaite Property Owner's Association.

1.02. ORGANIZATION. The Corporation is organized under the provisions of the General Not-For-Profit Corporation Act of the State of Illinois.

1.03. REGISTERED OFFICE. The registered office of the Corporation shall be maintained at 21005 Cambridge Lane, Olympia Fields, Illinois 60461.

1.04. REGISTERED AGENT. The registered agent of the Corporation shall be Paul Rodriguez, at 21005 Cambridge Lane, Olympia Fields, Illinois 60461.

1.05. DURATION. The duration of the Corporation is perpetual.

ARTICLE 2

DEFINITIONS

2.01. "DECLARATION" shall mean and refer to a certain Amendment to Declaration of Protective Covenants for Maynegaite Subdivision, Olympia Fields, Illinois dated December 31, 1993 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on January 25, 1994, as Document No. 94100594, as amended from time to time.

2.02. OTHER DEFINED TERMS. All other terms defined in the Declaration, when used in these Bylaws, shall have the definitions set forth in the Declaration.

ARTICLE 3

PURPOSES, POWERS AND OPERATION
OF THE ASSOCIATION

3.01. PURPOSES. The purposes for which the Association has been formed are set forth in Section 3.02 of the Declaration.

3.02. POWERS. The Association shall have the powers set forth in Section 3.03 of the Declaration.

3.03. OPERATION. The Association has been organized and shall be operated exclusively for the purposes set forth above. The Board, elected pursuant to the Bylaws, shall be the governing body of the Association. The activities of the Association shall be financed by assessments against Owners as provided in the Declaration, and no part of any net earnings of the Association shall inure to the benefit of any Owners. The Association shall not be deemed to be conducting a commercial business enterprise of any kind.

ARTICLE 4

MEMBERSHIP IN THE ASSOCIATION

Membership in the Association shall be governed by Article 4 of the Declaration.

Article 4 of the Declaration.

ARTICLE 5

VOTING

Voting in the Association shall be governed by Article 5 of the Declaration.

ARTICLE 6

MEETINGS OF THE ASSOCIATION

6.01. ANNUAL MEETING. The annual meeting of the Association for the election of the Board and for transaction of such other business as may come before the meeting shall be held during the month of June in each year, commencing with the year 1993, at such time and at such place as shall be designated in the notice of such meeting given by the Secretary pursuant to Section 6.03 below.

6.02. SPECIAL MEETINGS. Special meetings of the Association may be called by the President, by a majority of Directors acting at a meeting of the Board, by a majority of the Directors acting individually without a meeting, or by written petition of the Owners of twenty or more of the Lots, and shall be held at such time and place as may be designated in the notice thereof given by the Secretary pursuant to Section 6.03 below.

6.03. NOTICE OF MEETINGS. A written or printed notice of every meeting of the Association stating whether it is an Annual Meeting or Special Meeting, the authority for the call of the meeting, the place, day and hour thereof, and the purpose therefor shall be given by the Secretary at least five (5) days before the date set for such meeting. Such notice shall be given to each Member in any of the following ways: (a) by leaving the same with such Member personally, or (b) by leaving the same at the residence or usual place of business of such Member, or (c) by mailing it, postage prepaid, addressed to such Member at his address as it appears on the records of the Association, or (d) if such Member cannot be located by reasonable efforts, by publishing such notice in any newspaper to be published not less than three (3) days nor more than ten (10) days prior to the day assigned for the meeting. If notice is given pursuant to the provisions of this paragraph, the failure of any Member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings at the meeting. Upon written request for notice mailed by registered mail addressed to the Secretary at the address of the registered office of the Association, the holder of any Mortgage may obtain a copy of any and all notices permitted or required to be given to Members from and after receipt of said request until the request is withdrawn or the Mortgage is discharged or recorded.

6.04. WAIVER OF NOTICE. The presence of all the Members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any Member shall, at the opening of such meeting, object to the holding of such meeting for noncompliance with the provisions of Section 6.03. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken.

6.05 QUORUM. At any meetings of the Association the Members representing thirty percent (30%) of the total number of votes of all Members of the Association, present in person or represented by proxy, shall be necessary to constitute a quorum for the transaction of any business other than adjourning until a quorum shall be obtained, and for any such adjournment a majority vote of the Members present will be sufficient.

6.06. CHAIRMAN AND SECRETARY. The President and the Secretary of the Association shall act as Chairman and Secretary, respectively, of each meeting of the Association unless the meeting shall otherwise decide.

6.07. ADJOURNMENT. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by a majority vote of the Members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE 7

BOARD OF DIRECTORS

7.01 NUMBER AND ELECTION. The number of Directors of the Association shall be five (5), and they shall be chosen from the Members of the Association at large. At the annual meeting to be held in the year 1993, or such earlier special meeting, the Directors shall be elected for a term of one year. Thereafter, the Directors shall be elected at each annual meeting of the Association for a term of one (1) year, but no person may be elected for more than three (3) consecutive terms.

7.02. POWERS AND DUTIES. The Board shall have the power and duties necessary to manage and to administer the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws or the Declaration directed to be exercised and done exclusively by the Owners.

7.03 VACANCIES. Vacancies in the Board occurring between annual meetings of the Association, arising other than by removal of a Director by the Members, may be filled by a vote of a majority of the remaining Directors, even though they may constitute less than a quorum, and each Director elected to fill any such vacancy shall hold office for the unexpired term of his predecessor and until his successor shall have been elected.

7.04 REMOVAL OF DIRECTORS. At any meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by a majority vote of the Members present at such meeting, and a successor may then and there be elected by a majority of the Members present at such meeting to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting.

7.05 COMPENSATION. No compensation shall be paid to Directors for their services as Directors.

7.06 RESIGNATION. Any Director may resign upon delivery of written notice thereof to the Board or, at the end of his or her term, by not standing for re-election.

ARTICLE 8

ORGANIZATIONAL AND REGULAR MEETINGS

8.01 ORGANIZATIONAL MEETING. The organizational meeting of the Board shall be held each year within ten (10) days after the date of the annual meeting of the Association at such place and at such time as may be fixed by the Directors at the annual meeting of the Association. No notice shall be necessary to the Directors to legally constitute such meeting, provided that three (3) Directors are present.

8.02 REGULAR MEETINGS. Regular meetings of the Board may be held at such time and place as shall be determined from time to time, by a majority of the Directors. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, addressed to his residence, or by telephone, at least three (3) days prior to the day called for such meeting.

8.03 SPECIAL MEETINGS. Special meetings of the Board may be called by the President on one (1) day's notice to each Director, given personally or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors.

8.04 QUORUM. At the meeting of the Board three (3) Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board, provided that the affirmative vote, confirmed in writing, of a majority of Directors in office shall be required to affix any Annual or Special Assessment. At any meeting of the Board where there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

8.06 COMMITTEES. The Standing Committees are: Finance & Budget Committee, Architectural Committee and the Entrance Maintenance Committee. Each Standing Committee shall consist of three (3) or more Members of the Association elected by the Board at its Organizational Meeting each year, unless required to be elected from the Directors by the Declaration. Each Standing Committee shall have such duties as are established from time to time by resolution of the Board. The Board may create additional Committees from time to time as it deems necessary.

8.07 BONDS OF OFFICERS. The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate bonds. The premiums for such bonds shall be paid by the Association.

ARTICLE 9

OFFICERS

9.01 OFFICERS. The principal officers of the Association shall be the President, a Vice President, a Secretary, a Treasurer, and an Auditor, all of whom shall be

elected by the Board. The Directors may appoint such other officers, including, without limitation, an attorney, as as in their judgment may be necessary.

9.02 ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board at the organizational meeting of the Board and shall hold office at the pleasure of the Board.

9.03 REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the Members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purposes.

9.04 PRESIDENT. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

9.05 VICE PRESIDENT. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

9.06 TREASURER. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board.

9.07 SECRETARY. The Secretary shall attend and keep the minutes of all meetings of the Board or of the Association, shall give all notices as provided in these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given to the Secretary by these Bylaws or assigned to the Secretary from time to time by the Directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

9.08 AUDITOR. The Board may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of such auditor from time to time.

9.09 ATTORNEY. The Board may at any meeting appoint some person or law firm to act as attorney for the Association and to perform such legal services as may be requested of such attorney by the Board.

ARTICLE 10

MAINTENANCE

Maintenance by the Association shall be governed by Section 6.01 of the Declaration.

ARTICLE 11

ASSESSMENTS

Assessments of the Association shall be governed by Article 7 of the Declaration.

ARTICLE 12

ARCHITECTURAL CONTROL

Architectural control by the Association shall be governed by Article 9 of the Declaration.

ARTICLE 13

EXECUTION OF INSTRUMENTS

All checks, drafts, notes, acceptances, contracts, and all other instruments of the Association except conveyances shall be signed by the President of the Board, or by such other person as shall be provided by general resolution of the Board applicable thereto.

ARTICLE 14

LIABILITY OF OFFICERS AND DIRECTORS

14.01 EXCULPATION. No Director or officer of the Association shall be liable for acts or defaults of any other officer or Member for any loss sustained by the Association or any Member, unless the same has resulted from his own willful misconduct or negligence.

14.02. INDEMNIFICATION. Every Director and officer of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorney's fees) actually and necessarily incurred by or imposed upon him or her in connection with any claim, action, suit, proceeding, investigation or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been a Director or officer of the Association at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry, to be liable for willful misconduct or negligence toward the Association in the performance of his duties. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law.

ARTICLE 15

REMEDIES

Remedies shall be governed by Article 11 of the Declaration.

ARTICLE 16

MISCELLANEOUS PROVISIONS

16.01. OWNER'S ADDRESS. Each purchaser of a Lot within the Maynegaitte Subdivision acquiring fee simple title to such Lot after December 31, 1993 shall, at the time of the closing of his purchase of the Lot, notify the Association in writing of his mailing address, and all notices, demands and statements shall be sent by regular United States mail, postage prepaid, addressed in the name of the Owner at such registered mailing address.

16.02. COMPLIANCE WITH PROVISIONS. Each Owner shall comply strictly with the provisions of the Declaration, the Bylaws, and the rules, regulations, resolutions and contracts of the Association as the same may from time to time be in force and effect.

16.03. SEVERABILITY. If any of the provisions of these Bylaws is invalidated by a final decision of any Court having jurisdiction over same, such invalidity shall not affect the validity of the remainder of these Bylaws, and the application of all other provisions in these Bylaws shall not be affected thereby.

ARTICLE 17

AMENDMENTS

These Bylaws may be amended, at any regular or special meeting of the Members, by a majority vote of the Members present in person or by proxy, except that Articles 3, 4, 5, 10, 11, 12, 13 and 15 may not be amended except by amendment to the Declaration.

ARTICLE 20

CONFLICTS

In the event of any conflict between the Declaration and these Bylaws, the Declaration shall control.