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McHENRY COUNTY RECORDER
PHYLLIS K. WALTERS

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICT: i-(S

FOR

TALCOTT GLEN

THIS DECLARATION is made and entered into for the purposes hereinafter set forth, as of the 24th day of November, 1992, by Harris Bank Barrington, a national banking association (herein referred to as "Declarant"), not personally but solely as Trustee under the provisions of a TrusV Agreement dated the 4th day of January, 1990 and known as Trust No. 11-4356 and under the provisions of a Trust Agreement dated October 1, 1992 and known as Trust No. 11-4784, and under the provisions of a Trust Agreement dated September 1, 1992 and known as Trust No. 11-4764 (all collectively referred to as "Land Trustee").

R E C I T A L S

A. Declarant is the holder of record title to certain real estate known as Talcott Glen in the City of Crystal Lake, County of McHenry, State of Illinois, and legally described on Exhibit -:"A" attached hereto and incorporated herein by reference. Crystal Lake Avenue Limited Partnership, an Illinois Limited Partnership, is the Developer of the Subdivision, ("Developer");

B. Developer intends to develop and improve the Property with dwelling units, together with roads, driveways, landscaping and other improvements for the use and enjoyment of the owners and occupants of such dwelling units;

C. Developer has formed or will form an Illinois not-for-profit corporation known as the Talcott Glen Property Owners Association for the purpose of owning, maintaining and administering certain portions of Talcott Glen, together with the common facilities and improvements thereon;

NOW THEREFORE, Declarant hereby declares that all of Talcott Glen shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, all of which shall run with the land and be binding on all parties having or acquiring any right, title or interest in Talcott Glen or any

part thereof, and shall inure to the benefit of each owner thereof,

ARTICLE 1

DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1.01. **Association:** The **Talcott Glen Property Owners Association**, an Illinois not-for-profit corporation, its successors or assigns.

1.02. **Common Properties:** Those areas of land designated as ~~Outlots on any recorded subdivision plat~~ of the Property or any amendment thereto, intended to be devoted to the common use and enjoyment of the Owners.

1.03. **Entrance:** The Crystal Lake Avenue entrance and such other access way for ingress and egress to the Property, including any structure, walls, fencing, permanent signs and landscaping at the Crystal Lake **Avenue entrance** or such other access way.

1.04. **Garage :** A building or a portion of a building originally designed and intended for the parking or storing of motor vehicles.

1.05. **Garage Drive:** The improved entry from a public road leading to a garage door.

1.06. **Developer:** The term Developer whenever used shall mean Crystal Lake Avenue Limited Partnership or its successors *in* interest to the Property other than a residential unit owner.

1.07. **Entry Monuments:** The structures and related landscaping located in the Entry Monument Easements on Lots 1 and 52 which identify the entrance to Talcott Glen.

1.08. **Lot:** Any plot of land shown upon any recorded subdivision plat or amendment thereto of the Property, with the exception of Common Properties as defined herein.

1.09. **Member:** An Owner who holds membership in the Association as provided in Article 4, Section 2.01.

1.10. **Occupant:** A person, other than an Owner, legally occupying a Residential Unit.

1.11. **Owner:** The record owner, whether one or more persons or entities, of the fee simple title to any Lot or Residential Unit situated upon the Property but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.12. **Property:** The Property identified *in* Exhibit "A."

1.13. **Residence:** The building, including the garage, but excluding the Lot, which is situated on a Lot that is designed and intended for sole use and occupancy by a single family.

1.14. ~~**St,Om Water Detention Areas:** The areas designated as a privately maintained storm detention and drainage easement on an,,, recorded Final Plat of Subdivision or amendment thereto.~~

1.15. **Residential Unit:** A building, including the Garage and the Lot on which it is situated, designed and intended for the sole use and occupancy as a residence by a single family.

ARTICLE 2

USE RESTRICTIONS

2.01. The covenants, conditions and requirements of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns.

2.02. All Lots shall be used exclusively for residential purposes and no building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling.

2.03. No building shall be located on any Lot nearer to the front lot line than the minimum building setback lines shown on the recorded plat of subdivision. In the event current City of Crystal Lake requirements are more stringent than these requirements, the City requirements shall prevail.

2.04. None of said Lots shall be resubdivided in any fashion except that any person owning two or more adjoining Lots may

consolidate such Lots for the purpose of building one single-family residential dwelling upon the consolidated Lots. If two or more adjoining Lots are consolidated for the purpose of construction of one residence, all provisions of this Declaration shall be applied to the consolidated Lots as if they were one original platted Lot.

2.05. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats or other domestic household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

2.06. No structure of a temporary character, trailer, mobile home, basement, tent, shack, garage or other outbuilding shall be used on any Lot at any time *i.e.* a residence. No part of a residence shall be occupied or used prior to completion of the entire residence.

2.07. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

2.08. No manufacturing, industrial or business use will be allowed on any Lot.

2.09. No Lot shall be maintained as a dumping ground for rubbish or trash; and no garbage or other waste shall be kept except in sanitary containers.

2.10. No signs of any character shall be allowed on any Lot except one sign of not more than five square feet advertising the property for sale or rent; provided however, any person or entity engaged in the sale and construction of residences within the subdivision shall have the right, during the construction and sales period, to construct and maintain such *facilities* as may be reasonably necessary or convenient for such construction and sale, including, but not limited to, *signs*, offices, storage areas and model units. The aforesaid restriction shall not apply to the Entry Monuments.

2.11. No truck, bus or trailer shall be left parked in the street in front of any Lot, except for construction and repair equipment while a residence or residences are being built or repaired in the immediate vicinity. No truck, bus, trailer, boat or *similar* articles shall be parked or stored, either temporarily or permanently, on any Lot unless it is under a permanent roof.

2.12. No *visible oil* or gas tank for fuel or any other purpose shall be erected on any Lot.

2.13. No above-ground swimming pool shall be erected on any Lot; however, in-ground pools are permitted. Determination of classification of a,bove ground or in-ground pool shall be left to the sole discretion of Developer or its agents or successors or assigns. *< CCN... CCN... cc.bov(1.1, // D<cks*

2.14. No video dishes or similar apparatus or antennae or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained upon the exterior of any building or upon any Residential Lot, Residential Unit or elsewhere within the Property, except where approved by the Association or the Developer.

2.15. No excavation, *building* or landscaping shall be installed or performed upon Lots on which storm water detention areas are located, in such a manner as to interfere with such storm water detention areas.

2.16. Each Owner shall be responsible for the maintenance and landscaping of any Storm Water Detention Area located or, owner's lot, except as provided in Article 3 hereafter. In the event the Storm Water Detention Area is located on more than one Lot, - each Owner shall be responsible for the maintenance of that portion of the Storm Water Detention Area which is located on Owner's Lot up to the appropriate lot boundary line (s) . In the event an Owner *fails* to perform lawn maintenance on such Storm Water Detention Area. Association or its designated agent or appointee shall assume the performance of such maintenance, and shall be granted an easement for such purpose. In the event that Association or *its* agent or appointee shall assume the performance of lawn maintenance of the Storm Water Detention Area, the Owner may be assessed for those expenses accrued in such maintenance which were required as a result of the actions or omissions of the Owner or those acting on the Owner's behalf.

Those portions of the storm drainage system located (within the public right-of-way shall be the responsibility of and maintained by the City of Crystal Lake :--- Those portions of the storm drainage system located outside the public right-of-way shall be the responsibility of and maintained by the Developer and/or the Association or the individual Lot owner, subject to the terms of paragraphs 2.16 and 3.02 herein.

ARTICLE 3

PROPERTY RIGHTS AND EASEMENTS

3.01. Entry Monuments: In the Entry Monument Easement on Lot Numbers 1 and 52, Developer has constructed or will construct certain entry monument structures, signage and associated landscaping. The Developer, its successor or assigns or the Association shall maintain in good condition and repair or replace the entry monuments, signs and associated landscaping. In the event the Developer or the Association *fail* to maintain such entry monuments, signs and associated landscaping, the City of Crystal Lake may assume the performance of such maintenance. In the event that the City shall assume the performance of maintenance of the entry monuments, signs and associated landscaping, the Developer or Association may be assessed for those expenses accrued by such maintenance which were required as a result of the actions or omissions of the Developer or the Association. In the event that the entry monument signs and associated landscaping have deteriorated to a point which is hazardous or the expense of repair in the determination of the City is unjustified, then in either event the City shall have the right to remove the monument signs and/or landscaping instead of performing maintenance as set forth in this paragraph.

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3.02. Storm Water Detention Areas: The Final Plat reflects Storm Water Detention Areas on Lots 19-34, 43 45 and 50-52. Developer, its successors or assigns or the Association shall maintain, except for lawn maintenance on Lots 1(1-34, "4 - all an scr"-52, these Storm Water Detention Areas and storm sewer facilities located therein, including repair or replacement of any underground storm sewer facilities. The Association or its designated agent or appointee shall be granted an easement for such purposes. The City of Crystal Lake shall have the perpetual right to drain storm water into the privately owned storm sewers and detention ponds.

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3.03. Failure of Maintenance: In the event that the Association fails to perform the maintenance responsibilities described in Articles 3.01 and 3.02 above, and the City of Crystal Lake deems, in its sole judgment and discretion, that the City must perform such maintenance of the Storm Water Detention Areas, storm sewer facilities, entry monuments, signage and associated landscaping, the Developer and the Association hereby grant to the City the right to enter said Lots for the purpose of performing such maintenance, provided that the Developer or the Association are notified by the City of such intentions to enter

the property for the purpose of performing necessary maintenance not less than thirty (30) days prior to such entry, except in cases of emergency in which case notice shall not be required. Further, the cost of said maintenance and restoration shall be paid by the Developer, its successors or assigns, or the Association, or in the event it *is* unpaid, the City shall have the right to place a lien upon individual lots for the cost of said maintenance and restoration and to foreclose said lien in accordance with state statutes concerning lien foreclosures.

3.04. Rights of Developer: During the period of construction of the Residential Units, the Developer, its contractors, agents and employees shall be entitled to access, ingress and egress to the Property as may be required in connection with said construction of the Residential Units. During the period in which the Developer or their agents shall conduct the sale of Residential Units, the Developer may occupy or grant permission to any person or entity to occupy one or more Lots or Residential Units for business or promotional purposes including but not limited to clerical activities, sales offices, model Residential Units for display and such decorative outdoor promotional displays, designs and signs as shall be required by the said Developer or their respective agents. The Developer may erect upon the Property such signs, structures or other written legends as may describe or otherwise identify the Property and such persons who shall have conceived and developed the concepts for use of the Property. The Association or the Developer, as the case may be, shall preserve and maintain any such signs, structures, or legends as shall have been erected and the same shall not be altered, amended or removed or relocated.

3.05. Inspection: To assure to the Association its rights to perform its responsibilities, each Lot is hereby declared to be subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Lot for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions as are herein imposed upon or permitted to the Association.

3.06. Additional Rules, Regulations and Easements: Each Owner and/or Occupant shall be subject to such additional rules and regulations as may from time to time be adopted by the Association or the Developer, as the case may be, and each Owner and/or Occupant agrees to abide by and comply with such rules and regulations as may subsequently be adopted by the Association or the Developer, as the case may be. Further, each Owner shall

grant, from time to time, such easements and right with respect thereto as may be reasonably necessary to conform with the terms and conditions of this Declaration or any Supplemental Declaration.

ARTICLE 4

TALCOTT GLEN PROPERTY OWNERS ASSOCIATION

4.01. **Formation:** In order to carry out the intents and purposes hereof, a corporation to be known as the Talcott Glen Property Owners Association will be formed under and pursuant to the General Not-For-Profit Corporation Act of Illinois at such time as shall be deemed appropriate by the Developer, but not later than the time at which 9).1 of the Lots comprising the Property shall have been sold to Owners or five years from the ~~ilate hereof~~ whichever date is later: ~~1~~ In the event the ~~De@@lbp@+~~ shall fail to cause such corporation to be formed by such time, then the Association may be formed at any time thereafter by action of any one or more of the Owners. The mere filing of Articles of Incorporation for the Talcott Glen Property Owners Association pursuant to the General Not-For-Profit Corporation Act of Illinois by the Developer shall not constitute formation of the Association. Regardless of when or by whom formed, the Association and its Articles of Incorporation and By-Laws shall conform to the provisions of this Declaration.

4.02. Formation:

4.02.01. The Owner of each Lot shall be a Member of the Association, and shall be entitled to cast upon all matters upon which the Members shall be entitled to vote, one vote for each Lot, regardless of the number of persons or entities who shall share in the title to or be beneficially interested in such Lot. Upon sale or other transfer of any ownership interest in any Lot, the ownership of membership in the Association and the said power to vote shall be deemed for all purposes as having been transferred to the person or other entity having acquired such ownership interest in proportion thereto.

4.02.02, The provisions of this Section shall be mandatory. No Owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such Owner shall be of any force or effect for any purpose.

4.03. Purpose: The purpose of the Association shall be to perform all the functions provided in this Declaration and the Association shall have and possess such powers as shall be necessary or appropriate for the accomplishment thereof.

4.04. Powers of Association:

4.04.01. The powers of the Association shall be vested in the Board of Directors and shall consist of not less than three (3) nor more than nine (9) Members. Elections shall be held in such manner and at such intervals as the Corporate Charter and By-Laws of the Association shall provide from time to time.

4.04.02. All power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise, shall be vested in its Board of Directors and its officers under the direction of said Board, and shall not be subject to any requirement of approval on the part of its Members except as provided by the terms of this Declaration or within the Charter and By-Laws of the Association. The Corporate Charter and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

4.04.03. The making of changes or amendments in this Declaration or in the easements, restrictions and rights herein set forth, and the amendment modification and revocation thereof, all pursuant to the powers so to do granted or reserved to the Association in and by this Declaration, shall be done by the Association only upon recommendation of its Board of Directors with the approval by affirmative vote of Members entitled to vote not less than one-fifth (1/5) of all the votes which the Members of the Association shall then be entitled to vote, unless otherwise provided within this Declaration.

4.04.04. The Association, upon its formation, by resolution of its Board of Directors, shall have the right to call for an initial capital funding assessment as against each Owner in an amount not to exceed the sum of two times the budgeted monthly assessment. Any such capital funding assessment shall be enforceable by the Association as against any Owner in the same manner as provided in Article 5 of this Declaration.

4.05. Prior to Formation of the Association: Until such time as the Association shall have been organized and shall have "

assumed its duties and powers, the Developer shall be vested with all the rights, powers, duties and obligations herein granted to or imposed upon the Association and the same are authorized and empowered to take all such actions as the Association or the Board of Directors of the Association would have been authorized and empowered to take if the organization of the Association had then been completed.

ARTICLE 5

COVENANT FOR MAINTENANCE ASSESSMENTS

As the maintenance of the Common Properties and the preservation of the architectural and physical development of the Property is critical to the well-being and value of Talcott Glen, and as the objectives of conserving this environment cannot be attained without proper funding, the provisions of this Article 5 are set forth to assure financial resources for the proper administration of these lands.

5.01. The Owner of each Lot within the Property hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, as may from time to time be levied; each of such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Any such lien shall be specifically subordinate to any purchase money mortgage on the property. Each such assessment, together with interest thereon at the rate of ten (10%) percent per annum and cost of collection thereof, including reasonable attorney fees, shall also be the personal obligation of the person or entity who was the Owner of such Lot at the time when the assessment fell due.

5.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, welfare and preservation of the environment of the Owners and in particular for the improvement, maintenance and provision of such services and facilities devoted to this purpose including maintenance of those facilities described in Article 3, and the cost of labor, equipment, materials, maintenance, management, insurance and supervision thereof.

5.03. The Association shall obtain such funds as it shall require from time to time by assessment upon the Owners of all the Lots, except as provided with paragraph 5.05 of this Article. The amount of such assessments shall be determined not less than annually by the Board of Directors of the Association, who shall notify the Members thereof of the imposition not less than thirty (30) days before such action becomes effective. All assessments shall be levied equally upon the Owners of each such Lot and shall be paid not more frequently than annually in advance as of the first day of January. Said payments as required herein shall be prorated to the date the Owners shall receive fee title to the Lot. The annual amounts assessed may include provision for such reserves for future expenditures as the Board of Directors shall deem appropriate.

5.04. In addition to the annual assessments authorized by Section 5.03 hereof, the Association may levy in any assessment year a special assessment or assessments, applicable to that year only, for the purpose of defraying in whole or in part, the unexpected cost of any construction or reconstruction, repair or replacement of improvements, landscaping or other items, including such necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of a majority of all the votes which all Members of the Association shall then be entitled to vote at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

5.05. To the extent necessary to provide for expenditures for which the requisite funds shall not have been provided by such assessments, the Association shall have power to borrow monies from such sources and upon such terms and with such security as the Board of Directors shall determine, provided however, that no property owned by the Association shall be encumbered to secure such borrowing without the affirmative vote of Members entitled to vote not less than two-thirds (2/3) of all the votes which the Members of the Association shall then be entitled to vote.

5.06. The Association shall not distribute to its Members any sums in the nature of dividends and to the extent that funds shall not be required for current expenditures or for such reserves, the next to become due assessment may be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be **retroactive**.

5.07. The powers conferred upon the Developer as set forth herein shall include, without limitation, the power to assess upon and collect from the individual Owners and all persons having the rights and obligations of owners, their respective proportionate share of the funds required for the carrying out of all the duties and obligations of the Association, except only that the Developer shall not obtain by means of any such assessment, reimbursement for any of the costs of the construction of any Residential Unit or of the original improvements to or of the Property which it shall be the obligation of the Developer to provide at its cost.

5.08. The Association shall have the right to engage the services of contractors or persons or entities for the purpose of providing such services inclusive of management as are delegated to the Association by this Declaration on such terms as *it* shall deem appropriate.

ARTICLE 6

ARCHITECTURAL CONTROL

6.01. Architectural Control Committee: No residence shall be constructed until and unless all plans and *specifications* for same show the nature, shape, size, architectural design, materials, color, location and proposed landscaping thereof and approximate cost, shall first be submitted to and approved *in* writing by Developer or its designated agents, appointees, or its successors and assigns, subject to the provisions of Article 6.03.10. Notwithstanding the foregoing, residences constructed by Developer as duplicates of or substantially similar to Developer's model homes shall not be subject to the submission and approval provisions of this Section 6.01,

6.02. Exterior Changes and Alterations: Notwithstanding that it may comply with the covenants and restrictions herein, no building, fence, wall or other structure shall be constructed or erected, nor any exterior addition, change or alteration costing *in* excess of \$1,000.00 shall be made, nor shall any terraces, walks, driveways or yard lights be installed on any Lot, until and unless all plans and specifications for same, showing the nature, shape, size, architectural design, materials, color, location and proposed landscaping thereof and approximate cost, shall first be submitted to and approved *in* writing by Developer or its designated agents, appointees or its successors and assigns. Before submitting completed plans and specifications, each Owner should submit preliminary sketches for approval; the sketches should include the plot plan, basic floor plan, the four

(4) elevations, the exterior materials and colors. These materials and colors must be carefully chosen, not only for each individual house, but with due regard to the surrounding houses.

6.03. **Minimum Architectural Standards:**

6.03.01, Each home shall contain no less than 1,700 square feet of living area on one level or 2,350 square feet of living area on two levels.

6.03.02 Exterior walls may incorporate any of the following: brick, dry-vit, stucco, stone, aluminum, vinyl or wood. Masonite and composition board will not be allowed.

6.03.03. Windows shall be wood, vinyl or aluminum clad wood.

6.03.04. An attached garage of no less than two (2) and no more than four (4) car capacity shall be erected with a residence on any Lot.

6.03.05. Each residence shall have a private drive.

ARTICLE 7

GENERAL PROVISIONS

7.01. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two thirds of the Lots has been recorded, agreeing to change said covenants and restrictions *in* whole or *in* part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days *in* advance of action taken. (In addition, any-provisions of these covenants relating to the responsibilities for storm/water detention area mains) may not be altered or deleted unless the City of Crystal Lake has approved said alteration or deletion *in* writing.

7.01. Duration: The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two thirds of the Lots has been recorded, agreeing to change said covenants and restrictions *in* whole or *in* part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days *in* advance of action taken. (In addition, any-provisions of these covenants relating to the responsibilities for storm/water detention area mains) may not be altered or deleted unless the City of Crystal Lake has approved said alteration or deletion *in* writing.

7.02. Notices: Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

7.03. Enforcement: Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restrictions, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

7.04. **Severability:** Invalidation of any one of these covenants or restrictions by judgment or court order shall *in* no way affect any other provisions which shall remain in full force and effect.

7.05. Any rights delegated to the City of Crystal Lake by this Declaration cannot be amended, altered or revoked by the Developer or the Association at any time in the future without the written consent of the City of Crystal Lake.

7.06. No Personal Representation: It is expressly understood, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representation, covenants, undertakings and agreements by the Trustee, is for the purpose of binding only that portion of the trust property specifically described herein. This instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Harris Bank Barrington or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

7.07. Incorporation of Declaration, **By-Laws, Rules and Regulations** into Leases: This Declaration, the By-Laws and the portion of the rules and regulations that relate to the use of the individual Unit or Common Areas shall be applicable to any

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ACKNOWLEDGEMENT

STATE OF ILLINOIS)
)ss
COUNTY OF FRANKLIN)

On the foregoing instrument was acknowledged before me on this
day of 11/11/93, 1993, by Mari D. Wilson, Trustee and
RELLI F. SPICUZZA, SR. V.P. & TRUST OFFICER, to me well known to be the persons
described in and who executed the foregoing instrument as 11/11/93
and (11/11/93) of the above named
Declarant, and acknowledged to and before me that they executed
such instrument as such "11/11/93" and 11/11/93
by due and regular corporate authority, and
that such instrument is the free act and deed of said Declarant.

Rosemary D. Stensland
Notary Public

My Commission Expires: 8/27/95

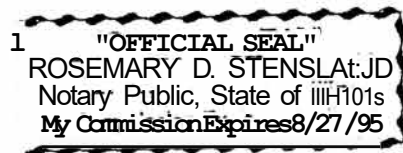


EXHIBIT A

LOTS 1 THROUGH 52 IN TALCOTT GLEN, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 44 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 2, 1991 AS DOCUMENT NO. 91R46356, IN MCHENRY COUNTY, ILLINOIS.