

R89-078785  
RECORDER  
DU PAGE COUNTY

DECLARATION  
OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
BRADFORD PARK

Wayne, Illinois

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**GENERAL PLAN OF DEVELOPMENT FOR BRADFORD PARK  
A PLANNED COMMUNITY DEVELOPMENT**

Bradford Park is a planned private residential community development. Located in the Village of Wayne, DuPage County, Illinois, it will offer residents superb country living, yet close proximity to transportation, shopping and a multitude of recreational facilities.

**DESCRIPTION OF PROPERTY:**

Bradford Park is located in Dupage County, Illinois, approximately 4 miles east of St. Charles, in the Village of Wayne. The property lies approximately 1/2 mile west of State Highway 59. The property is bounded by Munger Road on the west and Smith Road on the south.

It is planned that the development will encompass approximately 47 acres utilizing lands which are owned by the Developer. The lands are gently rolling.

**MASTER PLAN:**

A master plan for development has been conceived which will serve as an evolutionary guideline for development of the property. The plan (a map depicting the plan is available to each purchaser) designates areas to be set aside for residential and, in conjunction with the DuPage County Forest Preserve District, open space uses. This approach permits a desirable community plan to reflect historical experience and changing conditions.

**PRINCIPAL LAND USE: RESIDENTIAL**

In accordance with the master plan, Bradford Park will contain 43 single family homesites of not less than 40,000 square feet in size.

**OPEN LAND AREAS:**

The developer has contracted with the Forest Preserve District of DuPage County to construct a natural wetlands area on approximately 35 acres of land owned by the Forest Preserve immediately across Smith Road south of the subject property. In addition, certain areas around the perimeter of the property have been designated as equestrian easements.

**BRADFORD PARK HOMEOWNERS' ASSOCIATION:**

The Developer has caused to be created as a nonprofit corporation under the laws of Illinois a property owners' association named the Bradford Park Homeowners' Association. The Association will own and maintain the private roads within the development and any common properties transferred to it by the Developer. Membership in the Association is mandatory for all Lot Owners and contract purchasers. A copy of the Articles and By-laws of the Association will be furnished to each purchaser.

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**Providing Funds for Association Expenses:**

Each Owner is subject to annual assessment by the Association for the purpose of providing the Association with adequate funds to carry out its obligations. Failure of Owners (which includes contract purchasers) to pay when due any assessment made in respect to his property will result in a lien being imposed thereon for the amount of such assessment, together with interest and costs of collection, and will also be his personal obligation. The Village of Wayne will have the legal right, under certain circumstances, to enforce assessments for maintenance or repair of the streets and to provide for police patrols. Each Purchaser should carefully read the provisions of the Declaration of Covenants and Restrictions relating to assessments, a copy of which will be furnished each Purchaser.

**Protective Covenants and Restrictions:**

A General Declaration of Covenants, Conditions and Restrictions setting forth provisions for the common benefit of all Owners in the project has been recorded. Through this means the Developer intends to provide for the preservation of natural beauty, value and amenities within the project.

**Architectural Control:**

In the interest of providing for the development of an ecologically sound and aesthetically pleasing community, the Developer has created an Architectural Review Committee. This Committee is charged with the responsibility of reviewing and approving in advance all plans and specifications for physical improvements and alterations on the properties covered by the Declaration. Matters with which the Committee is concerned include location of buildings on a homesite; size, type, style, quality and exterior appearance of buildings; erection of buildings, fences or other structures; etc.

**Roads and Utilities:**

All roads within the development will be private and will be conveyed by the Developer to the Homeowners' Association, whose responsibility it will be to maintain them. Roads will be constructed by Developer in accordance with standards imposed by the Village of Wayne.

The Owner of any Lot will be responsible for having a well drilled at his expense prior to occupying any building on the site. All purchasers should examine the provisions of their purchase contract.

Sewage disposal for Single-Family Lots will be by individual septic systems for individual Lots which conform to DuPage County and Village ordinances. Installation of such systems will be the responsibility of the Lot Owner and the cost thereof will be paid by him.

It is intended that this document is a general description of Developer's General Plan for Bradford Park and that its provisions do not create any contractual obligation upon Developer. Each purchaser should examine his purchase contract, the General Declaration of Covenants, Conditions and

Restrictions pertaining to his property, the Articles of Incorporation and By-Laws of the Association, and the Architectural Guidelines. If any statement herein conflicts with any provision of any such document, the provisions of such document shall prevail with respect to such matters.

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GENERAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by NBD Trust Company of Illinois, not individually, but as Trustee under Trust Agreement dated January 17, 1989, and known as Trust No. 5221-WH and by NBD Trust Company of Illinois, not individually, but as Trustee under Trust Agreement dated January 17, 1989, and known as Trust No. 5222-WH (hereinafter collectively referred to as "Owner") and PJFR Inc., an Illinois corporation (hereinafter referred to as "Developer").

ARTICLE I  
DECLARATION - PURPOSES

Section 1. General Purposes. The Owner referred to herein are title holding land trusts, and the Developer as the beneficiaries of said Trusts intends to assume all of the undertakings of the said Trusts as the Developer under this Declaration. The Developer and the Owner own certain real property legally described in Exhibit "A" attached hereto and incorporated herein located in DuPage County, Illinois, and desire to create thereon a planned private community development provided with Common Properties designed for the private use of Owners within such development, except as herein otherwise provided.

(a) Owner and Developer intend to subject the real property described in certain covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of purchasers and Owners of Lots on the Subject Property and for the benefit of the Association.

(b) Owner and Developer intend to grant certain water detention easements and to establish an Illinois not-for-profit corporation known as Bradford Park Homeowners' Association ("the Association"); and

(c) Owner and Developer have deemed it desirable for the efficient preservation of the values and amenities of the subject development to create the Association for the purpose of administering and enforcing the covenants, conditions and restrictions, and for collecting and disbursing the assessments and charges hereinafter created.

Section 2. Declaration. Owner and Developer hereby declare that the Subject Property shall be held, sold and conveyed subject to the following covenants, conditions, restrictions, easements, charges and liens which are for the purpose of protecting the value and desirability of the Subject Property, and which shall run with the Subject Property and be binding on and inure to the benefit of all parties having any right, title or interest in the Subject Property or any part thereof, and their heirs, successors and assigns.

Section 3. Rights of Village. This Declaration of Covenants, Conditions and Restrictions is incorporated in an Annexation Agreement between Owner and Developer, on the one hand, and the Village of Wayne ("Village") on the other hand, and was part of the consideration flowing to the Village and inducing the Village to approve the development and to annex the Subject Property.

Accordingly, it is specifically intended that the Village be a beneficiary of the covenants, conditions, restrictions and easements set forth in this Declaration, and that the same be enforceable by the Village in any appropriate action at law or in equity.

**ARTICLE II  
DEFINITIONS**

Section 1. The following words and terms, when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to the Bradford Park Homeowners' Association, its successors and assigns.

(b) "The Properties" shall mean and refer to the Existing Properties, subject to this Declaration.

(c) "Existing Properties" shall mean and refer to the real estate described in Article III Section 1 hereof, and on Exhibit "A" attached hereto and incorporated herein.

(d) "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which the Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its members, and any replacements of or for any of the foregoing.

(e) "Lot" shall mean any plot of land described by a number upon any recorded subdivision map of the Properties, but shall not include any plot designated therein as an "outlot."

(f) "Single Family Residential" shall mean all of the Properties restricted to use for improvement with dwellings.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the property, including contract Sellers. For any purposes of this Section, holders of beneficial interests under land trusts holding title to any Lot which is a part of the property shall be considered an Owner. Developer shall, as long as it owns lots, be an Owner.

(h) "Member" shall mean all those Owners who are members of the Association as hereinafter provided.

(i) "Dwelling Lot" shall mean any Lot intended for improvement with a dwelling.

(j) "Dwelling" shall mean any building located on a Dwelling Lot and intended for the shelter and housing of a single family.

(k) "Dwelling Accessory Building" shall mean a subordinate building or a portion of a Dwelling, the use of which is incidental to the Dwelling and customary in connection with that use.

(l) "Single Family" shall mean one or more persons, each related to the other by blood, marriage or adoption, or a group of not more than three persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling.

(m) "Story" shall mean that portion of a Dwelling included between the surface of any floor and the surface of a floor next above, or if there is not floor above, the space between the floor and the ceiling next above.

(n) "Living Area" shall mean that portion of a Dwelling which is enclosed and customarily used for Dwelling purposes and having not less than six (6) feet headroom, but shall not include open porches, open terraces, breezeways, attached garages, carports, basements or Dwelling Accessory Buildings. The minimum square footage of living area for any Dwelling on any Lot in the Existing Properties shall be 2500 square feet if a one-story home, and 2600 square feet (with at least 1500 square feet on the ground floor) if a multi-story home.

(o) "Structure" shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. A sign or other advertising device, attached or projecting, shall be construed to be a separate Structure.

(p) "Committee" shall mean the Architectural Review Committee.

(q) "Declaration" shall mean the within instrument together with those exhibits which are attached hereto and made a part hereof and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof. The within Declaration may be referred to in any other document as the Declaration of Covenants, Conditions and Restrictions for Bradford Park, Village of Wayne, Illinois.

(r) "Village" shall mean the Village of Wayne, DuPage and Kane Counties, Illinois, or, where applicable, the corporate authorities of said Village, or its duly authorized officers or employees.

(s) "Developer" shall mean FJFR, Inc., an Illinois corporation, its successors, assigns or affiliates.

(t) "Trustee" shall mean NBD Trust Company of Illinois, as Trustee under the two title-holding land trusts holding legal title to the Subject Property.

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**ARTICLE III**  
**EXISTING PROPERTIES - ADDITIONS THERETO - MERGERS:**

Section 1. Existing Properties. The real property which is and shall be held transferred, sold, conveyed and occupied subject to this Declaration is located in DuPage County, Illinois and more particularly described in Exhibit A attached hereto and hereby made a part hereof.

Section 2. Mergers. In the event of a merger or consolidation of the Association with another association as authorized by its Articles of Incorporation, its properties, rights and obligations may be transferred to another surviving or consolidated association. Alternatively, if the Association is the surviving corporation in a merger or consolidation, it may administer the covenants and restrictions established by this Declaration within the Existing Properties together with the covenants and restrictions established upon any other properties as one scheme. However, no such merger or consolidation shall affect any revocation, change or addition to the covenants established by this Declaration with respect to the Existing Properties.

**ARTICLE IV**  
**ARCHITECTURAL REVIEW PROCESS:**

Section 1. Objectives. Developer's objectives are to carry out the general purposes expressed in this Declaration; and to assure that any improvements or changes in the properties will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that materials and workmanship of all improvements are of high quality and comparable to other improvements in the area.

Section 2. The Committee. To achieve Developer's objectives, the Developer shall create the Committee with power to administer this Declaration with regard to approving or disapproving those matters which are expressed herein to be within the jurisdiction of the Committee. The Committee shall consist of not less than three members. The names and addresses of the persons who from time to time comprise the membership of the Committee shall be furnished the Association. Matters requiring approval of the Committee shall be submitted to its Chairman, or as the Committee otherwise designates. The appointment of the Committee members may be transferred to the Association Board of Directors at any time at the option of the Developer, but in no event later than the date on which at least 33% of the lots have been built upon and occupied.

Section 3. Matters Requiring Approval. Prior written approval shall be obtained from the Committee with respect to all matters stated in this Declaration as requiring such approval. In addition thereto, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or alteration to or exterior change in color or material change or alteration therein be made, nor shall any clearing of trees or change of property grade be made until the plans and specifications showing the nature, kind, shape, elevations, heights, materials and color, location and grade, proposed landscaping, design and proposed location

on the lot of the sanitary disposal system, of the same shall have been submitted to and approved in writing by the Committee. No Owner may request a building permit from the Village of Wayne without such written approval, nor shall the Village be required to issue a building permit without written evidence of such approval.

Section 4. Procedure. Whenever approval is required of the Committee, appropriate plans and specifications shall be submitted to the Committee. The Committee shall either approve or disapprove such design and location and proposed construction and clearing activities within thirty days after said plans and specifications have been submitted to it; except that if such plans and specifications are disapproved in any respect, the applicant shall be notified wherein such plans and specifications are deficient. The Committee may withhold approval for any reason deemed by it to be appropriate, including aesthetic reasons, except that approval will not be withheld for capricious or unreasonable reasons. Enforcement of the anti-monotony provisions of this Declaration shall be a sufficient reason for withholding such approval. If such plans and specifications are not approved or disapproved within thirty days after submission, approval will not be required and this Article will be deemed fully complied with. At the discretion of the Committee a reasonable filing fee established by the Committee shall accompany the submission of such plans to defray expenses, except that so long as the Committee is under Developer's control such fee shall not exceed \$50.00. No additional fee shall be required for resubmission of plans revised in accordance with recommendations made upon disapproval. A copy of each approved set of plans and specifications shall be kept in file with the Committee.

Section 5. Anti-Monotony Requirement. No homes within the Subject Property shall have the same or substantially the same exterior elevation or appearance. Subject to the approval of the Architectural Review Committee established pursuant to this Declaration, having due regard for the integrity of the natural topography of the property, and for the preservation of trees on each lot, a landowner may not construct a single family residence of substantially identical design or appearance to that of an existing building (including a building not yet constructed where plans therefor have been approved by the Architectural Review Committee) within 1,000 feet of such existing building. If a permit is denied under the provisions of this Section, an applicant may appeal to the Village Plan Commission for a final administrative determination.

Section 6. Deviations from Covenants, Conditions and Restrictions. The Committee shall not have the power to enter into agreements with the owner of any lot, without the consent of the owner of the adjoining or adjacent lot or lots, to deviate from the provisions of the Covenants, Conditions and Restrictions within the jurisdiction of the Committee for any reason, except as hereinafter expressly set forth, unless approved by three-fifths (3/5) of all of the members of the Association at a meeting duly called for such purpose. In such event, the proposed deviation or variation must be based upon reasons of practical difficulty or particular hardships which otherwise would be suffered by such owner, and the Committee shall submit to the Association members a detailed written statement setting forth the reasons for the proposed deviation. Any such deviation, which shall be manifested by written agreement, shall not

constitute or be deemed to constitute, a waiver of any such covenant, condition or restriction, as to any other lots in the Properties. In no case shall any deviation or variation be granted which would violate the provisions of any Village ordinance or regulation in effect at the time of such proposed deviation or variation. The General Restrictions set forth in Article V hereof shall not be waivable by the Committee or the Association for any reason.

**ARTICLE V  
GENERAL RESTRICTIONS:**

Section 1. General Permitted Land Use - Single Family Residential. All Lots within the Properties are designated "Single Family Residential" use, and shall be used only as Dwelling Lots.

All Lots are restricted to Single Family Residential use. No structure shall be erected, re-erected or maintained on any Lot except for one Dwelling designated for occupancy by a Single Family, except as otherwise permitted herein. No Dwelling Accessory Structure shall be erected prior to construction of a Dwelling. No structure may be erected or maintained on any such Lot except as shall be approved in writing by the Committee. No detached accessory buildings, including but not limited to detached garages and storage buildings, shall be erected, placed or constructed upon any Lot, except that this section shall not apply to accessory buildings for swimming pools, which may be located only in the rear yard, subject to the Village of Wayne applicable rear yard requirements and subject to approval by the Architectural Review Committee as established in this Declaration.

Section 2. Development Activity. Notwithstanding any other provision herein, any Owner, including the Developer, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of Single-Family Residential units on the Property.

Section 3. Quality of Structures. It is the intention and purpose of these covenants to insure that all structures shall be of a quality of design, workmanship, and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. All structures shall be constructed in accordance with applicable government building codes and with such restrictive standards as may be required by the Committee.

Section 4. Location of Structures on Lot. The Developer deems that the establishment of standard inflexible building setback lines for location of structures on individual Lots would be incompatible with the objective of preserving the natural setting of the area and preserving and enhancing existing features of natural beauty and visual continuity of the area. Therefore, the location of each structure, including driveways and culverts, on a Lot shall be subject to approval in writing by the Committee, giving consideration to setback lines, if any, on the recorded plat, or as may be otherwise provided by Village ordinance, provided that each Owner shall be given reasonable opportunity to recommend the suggested construction site.

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Section 5. Nuisances. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seeds or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

Section 6. Temporary Structures. No trailer, mobile home, recreational vehicle, tent, shack, or other structure, except as otherwise permitted herein, and no temporary building or structure of any kind shall be used for a residence, either temporary or permanent.

Section 7. Completion of Construction. Any construction undertaken on any Lot shall be continued with diligence toward the completion thereof and construction of any Dwelling shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes, or other matters beyond the Owner's control. No structure shall be deemed completed until installation of approved landscaping. Any structure not so completed shall be deemed to constitute a public nuisance. The Association may enforce this provision by the levying of appropriate fines which shall constitute additional assessments under Article IX hereof, or by an appropriate action at law or in equity.

Section 8. Maintenance of Lots. All Lots, including any common properties, whether occupied or unoccupied, and any improvements placed thereon, at all times shall be maintained in such manner as to prevent their becoming unsightly, unsanitary, or a hazard to health. If not so maintained, the Association shall have the right, through its agents and employees to do so, the cost of which shall be added to and become a part of the annual assessment with respect to such Lot and such amount shall be immediately due and payable and the Association shall have such rights and remedies with respect to collection as are provided for annual assessments. Neither the Association nor any of its agents, employees, or contractors shall be liable for trespass or any damage which may result from such work.

Section 9. Lot Appearance. No person shall accumulate on his Lot junked vehicles, litter, refuse, or other unsightly materials. Garbage shall be placed in appropriate receptacles and if outside shall be properly screened.

Section 10. Other Prohibited Matters. Except as permitted by special uses herein contained, no animals other than unoffensive common domestic household pets such as dogs and cats, shall be kept on any Lot. No more than a combined total of four dogs and/or cats may be kept on any lot. Horses may not be kept. No home occupation or profession shall be conducted on any Lot except as may be authorized by the Architectural Control Committee of the Association in accordance with applicable Village ordinances and regulations. Habitual parking of commercial vehicles on any Lot or street is prohibited.

Section 11. Easements Reserved with Respect to Lots. Developer reserves for itself, its successors and assigns, and to the Village, easements over each Lot, and the right to ingress and egress to the extent reasonably necessary to exercise such easements, as follows:

(a) Utility easements shown on the recorded Plat of the Properties are reserved for the installation and maintenance of utility facilities (including but not limited to cable television), and incidental usage related thereto. All electric service, telephone service and other utilities shall be supplied by underground service, and no poles shall be permitted.

(b) Equestrian easements shown on the recorded Plat of the Properties are reserved for use by the public as equestrian trails. Equestrian easements shall be maintained by the Homeowners Association or may be maintained by the Village pursuant to applicable ordinance.

(c) The Owner shall not place any structure on any such easements and shall be responsible for maintaining the easement (except as herein provided) and any damages caused by a user of right to the easement shall be repaired and restored by such user.

(d) The Association has the right, upon fourteen days prior written notice, to enter upon any Lot for the purpose of removing offensive underbrush or for pest control purposes at the Owner's expense. No such entry shall be deemed a trespass.

(e) No Owner shall have any claim or cause of action, except as herein provided, against Developer, its successors, assigns, or licensees arising out of exercise or non-exercise of any reserved easement except in cases of willful or wanton misconduct.

(f) The Village of Wayne Police Department, or other law enforcement agency, shall have the unrestricted right to enter and patrol the Subject Property for law enforcement purposes, and to enforce any speed limits or parking regulations hereafter adopted by the Association as well as any applicable provisions of State and Village traffic regulations. The Association shall enter into an appropriate agreement with the Village to implement this Section.

Section 12. Signs. No signs or billboards of any kind shall be displayed to the public view on any Lot except that one professional sign used by a builder to advertise the Property during the construction and sales period, or a "for sale" sign if offered by Owner or broker may be displayed, which signs shall be in compliance with the applicable ordinance of the Village of Wayne.

Section 13. Parking or Keeping of Vehicles. No vehicles are to be parked on any part of any Lot, except upon driveways or within attached garages. No campers, vans, pick-up trucks, boats (on or off trailers), recreational vehicles and other types of non-passenger vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot. Overnight parking of vehicles on any street is prohibited.

Section 14. Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be enclosed and not open to public view.

Section 15. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight line limitation shall apply on any Lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 15A. Garages. All houses must have attached garages. Garage doors must be of the overhead type and must be made of wood. The garage must have a minimum of 800 square feet and have a minimum capacity of three cars. All garages should be side loaded.

Section 16. Driveways. All driveways must have a permanent hard surface. Concrete, asphalt or brick are acceptable. Gravel driveways are not permitted. Driveways must be fully completed within six (6) months from the start of construction (weather permitting) and not more than 20 feet in width, and no less than 16 feet.

Section 17. Manufacturing. No part of the Property, or any Lot, and no building erected or maintained on any part of the Property shall be used for manufacturing, industrial or business purposes, including home occupations.

Section 18. Landscaping. The cost of the landscaping plan for each such Lot upon which such Dwelling is erected as hereinafter required, excluding the cost attributable to water well, septic system, or driveway, shall not be less than four percent (4%) (exclusive of sod or grass) of the base cost of the Dwelling, excluding the cost of the underlying land. The landscaping plan and any estimates required to be submitted pursuant to this Section 18 shall be submitted to the Committee established pursuant to Article IV of this Declaration. The estimate of cost of any such landscaping shall be based on the written estimate of a landscaping contractor or, if the Owner decides to personally perform any of the work as part of said landscaping plan, said estimate shall then be based upon the certified statement of a qualified landscape architect as to the value of the said landscaping improvements upon completion. In any event, said landscaping shall be completed by the Purchaser within a period of the first growing season subsequent to the occupancy of said Dwelling.

All lots must be seeded or sodded not later than the first growing season subsequent to the occupancy of said dwelling, unless otherwise required to preserve trees existing on the lot. Any such exception shall be supported by the written opinion of a landscape architect approved by the Village.

Notwithstanding anything herein to the contrary, the Owners of vacant or improved Lots are obligated to maintain said Lots in a neat and clean manner. To the extent that any Owner shall fail to perform the maintenance of his own Lot(s) at reasonable terms and in a reasonable manner, the Homeowners'

Association may, but shall not be required to, perform such maintenance, repair or upkeep upon fourteen days prior written notice to the owner and in such event, the cost thereof shall be added to such Owners annual assessments and such amount shall be immediately due and payable and the Homeowners' Association shall have such rights and remedies with respect to the collection of the same as are herein provided with respect to annual assessments.

Section 19. Removal of Trees. No trees shall be removed from any Lot (except dead or diseased trees) without the permission of the Committee established pursuant to Article IV, Section 2 on good cause shown. In preparing and submitting plans and specifications for improvements to such Committee, each Owner shall make all reasonable efforts to minimize the number of trees to be removed.

Section 20. Tennis Courts and Swimming Pools. Both of these structures will require a special building permit from the Village of Wayne. They cannot be located within a front or side yard, but may be located in the rear yard area, subject to Village ordinances and regulations.

Section 21. Fences. No fences shall be erected without prior approval of the Committee. Fences required by Village ordinance for outdoor swimming pool enclosure shall also be approved by the Committee.

Section 21A. Screening. All tennis courts, swimming pools, dog runs and kennels must be screened from visual observation along any interior street within the Subject Property. Said plans are subject to review by the Committee established pursuant to Article IV of this Declaration.

Section 22. Air conditioning condensers and other mechanical equipment are not permitted in the front yard.

Section 23. Metallic flagpoles are prohibited. Non-metallic flagpoles less than 25 feet in height are permitted.

Section 24. Awnings or canopies may not project more than three feet from the building.

Section 25. Open air laundry facilities are prohibited.

Section 26. Exterior television and radio antennae are permitted only in a manner approved by the Committee established pursuant to Article IV of this Declaration. Satellite antenna dishes are not permitted.

Section 27. Above ground swimming pools are prohibited.

Section 28. Premises shall be landscaped and graded in such a way that water will not run off on adjoining Property except as scaled by the original Developer.

Section 29. No animals, livestock or poultry shall be raised, bred or kept on any Lot, except that:

- (a) No horses shall be kept, maintained, or stabled on any Lot;
- (b) No more than a combined total of four (4) dogs and/or cats may be kept on any lot. A reasonable number of other pets may be kept, provided they are not kept, bred or maintained for any commercial purposes;
- (c) No more than one dog run may be erected on the premises;
- (d) All pets shall be restrained, and not allowed to roam;
- (e) Dog runs and kennels are to be screened from visual observation along any interior street within the Subject Property, and are restricted to a maximum of six (6) feet by twenty (20) feet.

Section 30. No building, veranda, bay window, fence, nor portion of any building except open steps shall be erected or maintained upon any Lot between the front lot line and the building lines as shown on the Plat, and within ten (10) feet of each of the interior side lot lines.

Section 31. The location of exterior post lights, floodlights, etc. shall be approved by the Committee established pursuant to Article IV of this Declaration.

Section 32. Boats, recreational vehicles, automobiles in need of repair, etc., shall be stored under permanent cover and out of view.

Section 33. Residences or structures on adjacent Lots shall not be similar in design or architecture. See also Article IV Section 5 hereof.

Section 34. A mailbox and yardlight with address attached shall be designed, provided, and placed by the Developer, in locations approved by Developer. The yardlight will be a maximum of ten (10) feet in height, with not more than eight (8) feet above ground. No other mailbox or yardlights will be allowed. No newspaper boxes or other attachments will be allowed. Lot Owners will be responsible for the maintenance of the mailbox and yardlight.

Section 35. Homes of identical or substantially similar architectural design and color may not be constructed, as provided in the Annexation Agreement and Article IV, Section 5 above.

Section 36. All homes shall have full basements. Slab foundations are not permitted.

Section 37. Maintenance of any parkway areas of any private or public street adjacent to any lot shall be the responsibility of the owner of such lot, except for maintenance of any trees or shrubs planted by the Developer or the Association. Maintenance of such trees or shrubs shall be the responsibility of the Developer or the Association, as applicable. The Association shall also have the right, upon fourteen days prior written notice, to perform any additional landscaping or maintenance in such parkway areas if the owner of the adjoining lot fails or refuses to do so after reasonable notice. Maintenance



and landscaping of the entranceways to the Bradford Park Subdivision shall be the responsibility of the Developer or, as applicable, the Association.

**ARTICLE VI  
EASEMENT FOR STORM WATER DRAINAGE AND DETENTION**

Section 1. Declaration of Easement. The Developer hereby declares and establishes an easement (the "Storm Water Drainage Easement") for drainage and detention of storm water over, upon and across those portions of the Subject Property designated "Storm Water Drainage" and "Storm Water Detention" on each recorded plat of subdivision of the Subject Property or portion thereof.

Section 2. Initial Installation and Subsequent Maintenance of Storm Water Drainage Facilities. Initial installation of the improvements in the portions of the Subject Property designated for Storm Water Drainage and Storm Water Detention (the "Storm Water Drainage Facilities") shall be the responsibility of the Developer. Subsequent to approval of such initial installation by the Village engineer in accordance with DuPage County standards, the Association shall have responsibility for maintaining the Storm Water Drainage and Storm Water Detention Facilities, and the cost thereof shall be subject to assessments as set forth in Article IV hereof.

Section 3. Forest Preserve Detention Area. The Developer has contracted with the Forest Preserve District of DuPage County to construct a natural wetlands area on approximately 35 acres of land owned by the Forest Preserve immediately across Smith Road south of the Subject Property. The Forest Preserve has agreed that this wetlands will serve the Subject Property as additional storm water detention.

**ARTICLE VII  
THE COMMON PROPERTIES: RIGHTS, OBLIGATIONS AND RESERVATIONS  
WITH RESPECT THERETO**

Section 1. Members Easements of Enjoyment. Subject to the provisions of this Article VII, every Member shall have the non-exclusive right and easement of enjoyment in and to the Common Properties, which easement shall be appurtenant to and shall pass with the title to every Lot.

Section 2. Obligation of the Association with Respect to Common Properties. The Association, for itself, its successors and assigns, hereby covenants with the Developer as follows:

(a) The Association will accept conveyance of the Common Properties which the Developer is obligated to or may convey to the Association.

(b) The Association will preserve and maintain for the common benefit of its Members, and other users of right, all of the Common Properties which it shall own, shall pay any taxes assessed thereon, carry insurance with respect thereto as determined by its Board of Directors, and shall keep the same in good and sightly appearance.

(c) The obligations of the Trustee and Developer with respect to the Common Properties are set forth in the Annexation Agreement and in the Common Properties Maintenance Agreement attached hereto as Exhibit "D" and made a part hereof.

Section 3. Extent of Members Easements. The rights and easements of enjoyment created hereby for the benefit of Association members and other users of right shall be subject to the following:

(a) Rights of the Developer, its successors, and assigns, as herein reserved.

(b) The right of the Association, in accordance with its By-Laws, to borrow money for the purpose of improving the Common Properties, and in addition thereto, to mortgage such Properties. In the event of a default upon any such mortgage, the lender's rights shall be limited to the right, after taking possession of such Properties, to charge admission and other fees as a condition to continued enjoyment by the Members and, if necessary to open the enjoyment of such Properties to a wider public until the mortgage debt is satisfied whereupon the possession of such Properties shall be returned to the Association and all Members' rights fully restored. No change in the use of such properties shall be made in such circumstances nor may any improvements be erected thereon.

(c) The right of the Association to take such steps as are reasonably necessary to protect the Common Properties against foreclosures.

(d) The right of the Association, as provided in its Articles and By-Laws, to make reasonable rules and regulations with respect to the use of the Common Properties and to suspend enjoyment rights of any Member for any period during which any assessment against such Member remains unpaid, and for any period not to exceed thirty (30) days, for any infraction of its published rules and regulations.

(e) The right of the Association to dedicate or transfer all or any part of the Common Properties to any public agency, authority, or utility, subject to the conditions and limitations as provided in its Articles of Incorporation.

Section 4. Rights and Easements Reserved by Developer. The Developer, for itself, its successors and assigns, reserves the following rights and easements in and with respect to Common Properties transferred to the Association:

(a) An easement is reserved with respect to all open areas conveyed to the Association pursuant to this Declaration, to install, lay, construct, renew, operate, and maintain utility lines and conduits and underground and overhead poles and equipment, and structures and devices relating to utility services for the purpose of serving the properties with telephone, electricity, water, sewer service, and other utility services; and Developer, its successors and assigns, through authorized representatives, may enter upon such areas at all times for any such purposes, and cut down and remove any trees or bushes that interfere or threaten interference with any such right of use.

(b) An easement is reserved for surface drainage over any open areas, not otherwise provided for in Article VI.

(c) The Developer, its successors and assigns, by their agent, reserves the right during the sales period of the development, but not exceeding ten (10) years from the date of the recording of this document, the non-exclusive use in common with members of the Association of the open areas (including lakes) for recreational purposes, except that the exercise of such right shall not unreasonably interfere with the Common Property of the members.

(d) An easement is reserved for use by the general public for equestrian trails as depicted on the recorded Plat and by a separate recorded Declaration of Easement.

### ARTICLE VIII MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of any Lot which is subject to assessment, in whole or in part, shall automatically be a member of the Homeowners' Association and shall remain such so long as he remains an Owner of a Lot subject hereto. Upon the termination of the interest of an Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding him in interest. Developer shall be a member of the Homeowners' Association so long as he remains an Owner of a Lot subject to this Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Developer shall appoint the initial Board of Directors of the Homeowners' Association. Thereafter the Directors shall be elected by the membership as provided in the by-laws.

Section 3. The Homeowners' Association shall have two classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Developer and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B member shall be the Developer and shall be entitled to one and one-half (1-1/2) votes for each Lot owned, provided however, that the Developer shall be entitled to only one vote per Lot upon the happening of the following events, whichever occurs earliest:

(a) When sixty-six percent (66%) of the Lots have been sold and conveyed by the Developer to Owners; or

(b) Ten (10) years after the date the first Lot is conveyed by the Developer to another Owner; or

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(c) Upon written notice of election by Developer sent to the Association as of the date specified in said Notice.

**ARTICLE IX  
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of Lien and Personal Obligation for Assessments. The Developer shall not be obligated for assessments on Lots owned by the Developer for a period of two years following the first sale by the Developer. Every Owner of a Lot, by acceptance of a deed therefor or otherwise, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to, covenant and agree to pay to the Homeowners' Association for each Lot owned (or to a management company of other collection agency designated by the Homeowners' Association):

(a) Annual assessments or charges to be paid in such installments as the Board of Directors of the Homeowners' Association shall elect; and

(b) Special assessments for any purpose including for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The assessments thus collected by the Homeowners' Association shall constitute the maintenance fund of the Homeowners' Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, including but not limited to, reasonable attorneys' fees, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, including but not limited to, reasonable attorneys' fees, as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the said assessment fell due.

Section 2. Purpose of Assessments. Each Owner (except Developer and Trustee as provided in Section 1 of this Article) shall pay to the Homeowners' Association assessments representing his proportionate share of the expenses of maintenance, repair, replacements, administration and operation of the Storm Water Drainage and Storm Water Detention Facilities and for any other purpose appropriate under the Articles of Incorporation and By-Laws of the Association or this Declaration. To the extent, if at all, that any assessments for any fiscal year are not expended by the Homeowners' Association, any such savings shall be applied by the Homeowners' Association in reduction of its budget and the annual assessments to the Owners for the following year, except with respect to amounts held by the Homeowners' Association as reserves which shall be deemed to be held by the Homeowners' Association in trust for the members for the uses and purposes for which reserves have been established. Any interest of any Owner in and to such reserve funds shall be deemed appurtenant to such Owner's membership and shall automatically transfer and inure to such Owner's successor in interest.

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Section 3. Computation of Assessments. Payments of assessments shall be in such amounts and at such times as provided below:

(a) On or before each November 1st, the Board of Directors shall estimate the total amount necessary to pay the cost of taxes, wages, materials, insurance, services and supplies, relating to maintenance of the Storm Water Drainage Facilities and such other items as provided for herein and in the By-Laws of the Homeowners' Association, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount necessary for a reserve for contingencies and replacements, and shall on or before December 1st of each year, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof.

(b) All obligations of the Owners hereunder for assessments, special assessments or other levies by the Homeowners' Association pursuant to this Declaration or the By-Laws of the Homeowners' Association, shall be determined by multiplying the amount of such assessment, special assessment or levy by a fraction, the numerator of which is the number of Lots owned by an Owner and the denominator of which is the number of Lots subjected from time to time to the terms and conditions of this Declaration, except those Lots owned by the Developer or Trustee during the period specified in Section 1 of this Article. On or before January 1st of the ensuing year, and on the first day of January and the first day of July of every year thereafter, each Owner shall be obligated to pay the Board of Directors or as it may direct, one-half (1/2) of the assessment made pursuant to this paragraph, unless the Board of Directors elects a different payment schedule. On or before the date of the annual meeting of each calendar year, the Board of Directors shall supply all Owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over and under the actual expenditures plus reserves. In any given year, any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Owner by applying any such excess, as the Board of Directors sees fit, to expenses and/or reserves for the subsequent year.

(c) If said estimated cash requirement proves inadequate, for any reason, to defray the operating expenses and costs during any given year, then the Board of Directors shall be authorized to adopt a supplemental budget or budgets and shall adjust the assessments accordingly. The Board of Directors shall serve notice of such further or adjusted assessment on all Owners by a statement in writing giving the amount and reasons therefor, and such further or adjusted assessment shall become effective with the next maintenance payment. Any increase in the annual assessment in excess of ten percent (10%) of the approved assessment must be approved by two-thirds (2/3) of each class of members voting in person or by proxy at a meeting duly called for such purposes.

(d) In addition to the annual assessment authorized above, the Homeowners' Association may levy, in any assessment year, special assessments applicable to that year only for the purpose of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement upon any of the Storm Water Drainage and Storm Water Detention Facilities provided that any such assessments in excess of a total of

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One Thousand and No/100 Dollars (\$1,000.00) in any assessment year shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for the purpose. Any such assessment shall be levied equally per Lot against each Owner.

(e) The Board of Directors shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and any extraordinary expenditures not included in the estimated cash requirements shall be first charged against such reserve in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board of Directors, significantly reduced, then any supplemental budget, or the next regular estimated cash requirements, shall provide for the re-establishment of such reserves as the Board shall deem reasonably appropriate. All Purchasers shall begin and commence payment of the then current assessment(s) on January 1st following their date of purchase.

(f) An initial reserve shall be created by the payment of the sum of Two Hundred Dollars (\$200.00) to the Association by the initial purchaser of any lot at the time of the closing of the initial sale of such lot.

(g) The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate or the itemized accounting or other document on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs, necessary reserves or adjusted assessments, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the maintenance charge at the then existing bi-annual rate established for the previous period until notice of the next maintenance payment which is due more than thirty (30) days after such annual or adjusted estimate shall have been mailed or delivered.

(h) The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property specifying and itemizing and maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee.

(i) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use or abandonment of his Lot. Except as otherwise provided elsewhere herein, an Owner on the first day of January and the first day of July shall personally be liable for the one-half (1/2) of the annual assessment payment; and the Owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

Section 4. Date of Commencement of Annual Assessments Due Dates. The annual assessments provided for herein shall commence upon the transfer of title to individual Owners. The Homeowners' Association shall, upon demand at any time, furnish a certificate in writing signed by an Officer of the Homeowners' Association setting forth whether the assessments on a specified Lot have been paid. A reasonable charge may be made by the Board of Directors for the issuance

of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 5. Effect of nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at an annual rate equal to the prime rate of interest as published by the Wall Street Journal on the first business day of the month for which any such liability accrues, or in lieu thereof, such other maximum interest rate as may from time to time be provided by law or statute, and the Homeowners' Association may proceed in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Homeowners' Association) and/or bring an action at law against the Owners of the Lot and to the amount of such assessment and judgement.

Section 6. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage (or equivalent security interest) on a Lot recorded prior to the date upon which such assessment became due, and a decree of foreclosure under such mortgage or any proceeding or conveyance in lieu of foreclosure thereof, shall not extinguish the lien of all such assessment which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for an assessment thereafter becoming due or from the lien thereof.

#### ARTICLE X SANITARY DISPOSAL

Section 1. Septic Systems. No individual septic system or sewage disposal facility installed upon any Lot shall be installed with any of its components less than fifty (50) feet from the high water mark of any lake, stream or other body of water or within ten (10) feet of any drainage ditch. All Lots shall support septic systems in conformity with the ordinances, rules and regulations of DuPage County, Illinois, pertaining to septic systems. All septic systems shall be approved by the appropriate agency or division of DuPage County, Illinois.

#### ARTICLE XI WATER SERVICE

Section 1. Wells and Plumbing. All plumbing fixtures, dishwashers, toilets, or sewage disposal systems shall be connected to a septic tank system constructed by the Owner and approved by any state, county, or municipal authority having jurisdiction. Septic tank systems and locations must be of registered professional engineer design. Said engineer's design plans must be submitted to the Village or other authority for approval and issuance of permit prior to commencing construction. All systems are to be of the closed type; no waste water is to be discharged into any pond, or onto any Common Properties.

Section 2. Every Owner of or contract Purchaser for a Lot in the Properties shall be presumed conclusively, by acceptance of a deed of conveyance to or execution of a contract of purchase for such Lot, to have covenanted, for himself, his heirs, representatives, successors and assigns to install a well water system on his Lot. Each well system or other approved method shall be designed to satisfy the requirements of the County of DuPage. Wells shall be established not less than five (5) feet from any property line. Before installation, the design plans for the system shall be submitted to and a permit for installation obtained from DuPage County or any other governmental authority having jurisdiction. Any such well system as installed shall be subject to inspection and final approval by the approving authority. The cost of installation of the well system shall be borne by the Owner. Final approval by the Committee of building plans shall be subject to issuance of the required permit for well water system.

**ARTICLE XII  
CREATION OF HOMEOWNERS' ASSOCIATION**

A Homeowners' Association has been formed in accordance with applicable Illinois law by the Developer for the benefit of the property owners. The Homeowners' Association shall have an initial Board of Directors of three people, two of whom shall be elected by the property Owners (including the Developer, if applicable) and one of whom shall be appointed by the Developer, so long as Developer is an Owner of any Lot or Lots. Such Homeowners' Association shall be a non-stock, non-profit corporation, organized under the Illinois Statutes in accordance with the Articles of Incorporation, as amended, attached hereto as Exhibit "B" and the By-laws of the Association attached hereto as Exhibit "C", which exhibits are incorporated in this Declaration as if fully set forth.

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**ARTICLE XIII  
RESUBDIVISION OF LOTS**

No Lot contained within the Subdivision may be resubdivided.

**ARTICLE XIV  
EXTERIOR MAINTENANCE**

The Storm Water Drainage and Storm Water Detention Facilities shall not be filled or otherwise altered by the Owners in any way which would adversely affect the functioning of such drainage system areas, retention or detention areas. To the extent, if at all, that any Owner shall fail to perform the maintenance of his own Lot whether vacant or improved, which is required by the foregoing, at reasonable times and in a reasonable manner, the Homeowners' Association may, but shall not be required to, perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable and the Association may, but shall not be required to, perform such maintenance or repair and, in such event, the cost thereof shall be added to such Owner's annual assessment and such amount shall be immediately due and payable and the Homeowners' Association shall have such rights and remedies with respect to the



collection of the same as are herein provided with respect to annual assessments.

**ARTICLE XV  
GENERAL PROVISIONS**

Section 1. Insurance. The Board of Directors shall have the authority to and shall, to the extent such insurance is available on a commercially reasonable basis, obtain comprehensive liability insurance, in such limits as it shall deem desirable, and workman's compensation insurance and other liability insurance as it may deem desirable, insuring the Association, Board of Directors, and any Lot Owner on whose Lot any of the Storm Water Drainage Facilities or any pond is located. The premiums for all insurance purchased pursuant to the provision of this Section shall be paid at least thirty (30) days prior to the expiration date of any policy. Except as hereinabove provided, each Owner shall be responsible for obtaining fire and casualty and other types of insurance as such Owner shall deem necessary on his own Lot and the contents of his own Lot, and his additions and improvements thereto, as well as his personal liability.

Section 2. Remedies. In the event of any default by any Owner under the provisions of the Declaration, By-Laws or rules and regulations of the Homeowners' Association, the Board of Directors and the Village of Wayne shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws and said rules and regulations, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. All expenses of the Homeowners' Association or the Village of Wayne in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged and assessed against such defaulting Owner, (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Homeowners' Association, its Board of Directors, or the Village of Wayne. The Village shall have the right, but not the obligation to take any enforcement action permitted hereunder.

All of the provisions of this instrument, and those in the Articles of Incorporation and By-Laws of the Homeowners' Association are mutually enforceable by and among the members of the Homeowners' Association, and where applicable by DuPage County and the Village of Wayne. Any member who feels that a provision is being violated may petition the Homeowners' Association to investigate the situation. Should the Homeowners' Association determine that this allegation

is true and that corrective action should be taken, the Homeowners' Association shall take whatever action is necessary to end the violation. Should the Homeowners' Association deem the allegation of violation as unworthy of action, or fail to investigate the alleged violation within thirty (30) days of notice, then the complaining Member can prosecute his claim in whatever legal manner is best suited to the situation.

Section 3. Land Trusts. In the event title to any Lot is conveyed to a land title-holding trust under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the Lot under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot or its Owner. The names of the beneficiaries of the Trust shall be disclosed in writing to the Homeowners' Association within thirty (30) days of such conveyance, or any subsequent assignment of the beneficial interest in such trust.

No claim shall be made against any such title-holding trustee personally for the payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of title of such Lot.

Section 4. Amendments. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless seventy-five percent (75%) of the votes outstanding shall have been voted to terminate the covenants and restriction of this Declaration upon the expiration of the initial twenty year period or any extension thereof, which termination shall be by written instrument signed by seventy five percent (75%) of the Owners, approved by and filed with the Village of Wayne, and upon such approval, properly recorded in DuPage County, Illinois. This Declaration may be amended during the first twenty year period by an instrument signed by not less than ninety percent (90%) of the Owners and by the Developer if the Class B membership has not therefore terminated, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Owners. Any amendment must be recorded. Notwithstanding any provisions hereof to the contrary, the Developer may, at its sole discretion and without consent being required of anyone, modify, amend, or repeal this Declaration at any time prior to the closing of the sale of the first Lot, provided said amendment, modification or repeal is in writing and properly recorded in DuPage County, Illinois and further provided that the Village of Wayne consents by ordinance approved by not less than a two-thirds (2/3) vote of the corporate authorities. Developer further reserves, prior to the closing of the sale of all of the Property, all rights which may be necessary to deal with the Property, including the right to vacate, amend, or modify the Plat of Subdivision, subject to approval of the corporate authorities of the Village. Further, nothing contained in this Section shall have application to nor require consent for the Developer's recording any Supplementary Declaration relative to

the annexation of additional properties provided no such modification shall change the substantive provisions of this Declaration or any Supplemental Declaration or materially alter the rights of any Owner or the Village established by any such document.

Section 5. Rights and Obligations. The provisions of this Declaration and the By-Laws and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any interest therein, or any ownership interest in the Lot whatsoever, the person to whom such lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration and the By-Laws, whether or not mention thereof is made in said deed.

Section 6. Rights and Duties of Institutional Lenders. Any provision of the within Declaration or of the By-Laws to the contrary notwithstanding, the following provisions shall control:

(a) Upon written notice directed to the Homeowners' Association by any first mortgagee of a Lot, the following actions will require notice to all said institutional holders:

- (1) Abandonment or termination of the Homeowners' Association;
- (2) Material amendment to the Declaration, By-Laws or Articles of Incorporation; and

(b) Upon the request in the manner prescribed above of any first mortgagee of a Dwelling on a Lot, the Homeowners' Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under the within Declaration or the By-Laws or Homeowners' Association's rules or regulations which is not cured within thirty (30) days.

(c) Each first mortgagee of a Dwelling on a Lot shall have the right to examine the books and records of the Homeowners' Association during normal business hours. The first mortgagees may, jointly or singly, pay taxes or other charges against the Common Areas or any portion thereof. First mortgagees may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for such property, and first mortgagees making such payments shall be owed immediate reimbursement therefor from the Homeowners' Association. The Homeowners' Association shall have the authority to enter into any agreement reflecting the provisions of the within subsection in such form as may reasonably be required by such mortgagees, and in the absence of any such agreement, the provisions of the within subsection shall be deemed to be the agreement of the Homeowners' Association and binding upon it in favor of all such mortgagees.

(d) Institutional holders of first mortgages of a dwelling on a Lot shall, in addition, upon written request, have the right:

(1) to receive an annual financial statement of the Homeowners' Association within ninety (90) days following the end of any fiscal year of the Homeowners' Association; and

(2) to receive written notice of all meetings of the Homeowners' Association and to designate a representative to attend all such meetings.

**Section 7. Actions Requiring Three-Quarters vote.** Unless at least seventy-five percent (75%) of the Owners and by the Developer if the Class B membership has not theretofore terminated, have given their prior written approval, and unless the Village consents by ordinance approved by not less than two-thirds (2/3) of the corporate authorities, the Homeowners' Association shall not be entitled to:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common properties, or any portion thereof or interest therein; except that the granting of easements for public utilities, the dedication to a public park district or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by Homeowners' Association;

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots.

**Section 8. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of Articles and Sections are for convenience only, and neither limit nor amplify the provisions of the Declaration unless specified reference is made to such Articles, Sections or subdivisions by another document or instrument.

**Section 9. Conflicts and Incorporation by Reference.**

(a) The Owner and Developer have heretofore entered into an Annexation Agreement with the Village, which has been recorded in DuPage County, Illinois. The provisions, restrictions and obligations of the Annexation Agreement are hereby incorporated in this Declaration of Covenants, Conditions and Restrictions as if fully set forth.

(b) The "Architectural Guidelines and Building Requirements for Bradford Park Homeowners' Association" attached hereto as Exhibit "E" are also incorporated herein as if fully set forth.

(c) In the event of any conflict between this Declaration and the By-Laws or Articles of Incorporation, this Declaration shall control.

(d) In the event of any conflict between the provisions of the Annexation Agreement and this Declaration, the most restrictive provisions shall control. In the event of any conflict between the provisions of this Declaration and the Architectural Guidelines attached hereto as Exhibit "E", the provisions of this Declaration shall control.

Section 10. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of:

- (a) the rule against perpetuities or some analogous statutory provisions;
- (b) the rule restricting restraints on alienation; or
- (c) any other statutory or common law rules imposing time limits,

then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of James Thompson, Governor of the State of Illinois, and George Bush, President of the United States of America.

Section 11. Notices. Notices provided for in the Declaration or By-Laws shall be in writing and shall be addressed to the Homeowners' Association or to any Owner at its respective address. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, return receipt requested, or when delivered in person with written acknowledgment of the receipt thereof.

Section 12. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 13. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the perpetuation of a first-class development.

Section 14. Notices required to be given any devisee or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the state of such deceased Owner is being administered.

Section 15. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 16. It is expressly understood and agreed by every party claiming any interest under this Declaration, anything herein to the contrary notwithstanding, that each and all of the representations, covenants,

undertakings and agreements of the Trustee are nevertheless, each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee, or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as Trustee, as aforesaid, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Trustee on account of this instrument or on account of any representation, covenant, undertaking, either expressed implied, all such personal liability, if any, being expressly waived and released. It is further understood and agreed, anything to the contrary notwithstanding, that Trustee will act only on the direction of the beneficiaries of said Trust.

Section 17. All rights which are specified in the Declaration to be rights of the Developer are assignable or transferable. Upon any exercise or rights by the holder of said assignment or transfer, any one or more of such holders, its nominee or designee, any party appointed pursuant to such assignment or transfer and any successor assignee by foreclosure or otherwise, shall from time to time hold or be entitled to exercise the rights of Developer herein as fully as if named as such party herein. No party exercising rights as Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights, except to the extent allowed or required by law.

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IN WITNESS WHEREOF, Owner and Developer have caused this instrument to be executed on their behalf, attested and their corporate seals to be hereunder affixed as of the day any year first above written.

OWNER: NBD TRUST COMPANY OF ILLINOIS, not individually but as Trustee under Trust Agreement dated January 17, 1989 and known as Trust No. 5221-WH

By: Albert O. Keener  
Sr. Vice President & TRUST OFFICER

ATTEST:

Gary E. Crokus  
SECRETARY Vice President & Trust Officer

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are authorized by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

OWNER: NBD TRUST COMPANY OF ILLINOIS, not individually but as Trustee under Trust Agreement dated January 17, 1989 and known as Trust No. 5222-WH

By: Albert O. Keener  
Sr. Vice President & TRUST OFFICER

ATTEST:

Gary E. Crokus  
Vice President & Trust Officer

This instrument is executed by NBD TRUST COMPANY OF ILLINOIS, not individually but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by NBD TRUST COMPANY OF ILLINOIS are authorized by it solely as Trustee, as aforesaid and not individually, and no personal or individual liability shall be asserted or enforceable against NBD TRUST COMPANY OF ILLINOIS by reason of any of the covenants, statements, representations, indemnifications or warranties expressed or implied herein contained in this instrument.

STATE OF ILLINOIS )  
                          ) Du Page ) SS.  
COUNTY OF KANE     )

I, the Undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Albert O. Keener, Sr. Vice President & Trust Officer of NBD Trust Company of Illinois and Gary E. Crokus, its Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr. Vice President & Vice President & Trust Officer, each appeared before me this day in person and, having been first duly sworn on oath, signed the above and foregoing instrument, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said trust company for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he as custodian of the seal of said trust company did affix said instrument as his own free and voluntary act, and as the free and voluntary act of said trust company, for the uses and purposes therein set forth.

R89-078785

Given under my hand and Notarial Seal this 15th day of May, 1989.

Donna May Saefinger  
Notary Public

My Commission Expires: 5-1-90

(SEAL) "OFFICIAL SEAL"  
Donna May Saefinger  
Notary Public, State of Illinois  
My Commission Expires 5/1/90

DEVELOPER: FJFR Inc., an Illinois corporation,  
as Beneficiary of the above trusts

By: [Signature]  
President

ATTEST:  
[Signature]  
Secretary

(SEAL)

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF KANE        )

I, the undersigned, a notary public, in and for the County and State aforesaid, do hereby certify that FRANK J. FERNANDES, President of FJFR, Inc., an Illinois corporation, and JOANNE RATHTEN, its Secretary, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, each appeared before me this day in person, and, having first been duly sworn on oath, signed the above and foregoing instrument and acknowledged that he signed and delivered the said instrument as his and her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that she is custodian of the seal of said Corporation, did affix said instrument as her own free and voluntary act, and as the free and voluntary act of the said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14 day of JUNE, 1989.

Dawn L. Ellis  
Notary Public

My Commission expires:

(SEAL)

" OFFICIAL SEAL "  
DAWN L. ELLIS  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 1/6/93

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**THIS INSTRUMENT WAS PREPARED BY AND TO BE RETURNED TO:**

Kenneth C. Shepro, Esq.  
Alzheimer & Gray  
10 South Wacker Drive  
Suite 3600  
Chicago, Illinois 60606

**Permanent Index Nos. of territory:**

01-20-201-004

01-21-100-012

01-21-301-007

R89-078785

EXHIBIT "A"

## PARCEL A

THAT PART OF THE FOLLOWING DESCRIBED TRACTS OF LAND, LYING NORTH OF THE CENTERLINE OF SMITH ROAD, IN SECTIONS 20 AND 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, SAID TRACTS MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE WEST 10 CHAINS; THENCE NORTH 8 DEGREES, 20 MINUTES, 0 SECONDS EAST, 69 CHAINS; THENCE SOUTH 68.33 CHAINS TO THE POINT OF BEGINNING;

ALSO,

THE WEST 16.94 CHAINS OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO,

THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO,

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO,

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED NINE (9) TRACTS:

1) COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21 AND RUNNING THENCE WEST 23.06 CHAINS; THENCE NORTH 35.375 CHAINS; THENCE EAST 23.06 CHAINS; THENCE SOUTH 35.375 CHAINS TO THE POINT OF BEGINNING;

2) COMMENCING AT THE CENTER OF SECTION 21; THENCE SOUTH 4.625 CHAINS; THENCE WEST 20 CHAINS; THENCE NORTH 4.625 CHAINS; THENCE EAST 20 CHAINS TO THE POINT OF BEGINNING;

3) A PARCEL OF LAND OF SECTIONS 20, 21 AND 28 ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH ALONG THE WEST SECTION LINES OF SAID SECTIONS 28 AND 21 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE 433.02 FEET; THENCE NORTH 8 DEGREES 20 MINUTES EAST 200.4 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD COMPANY TO A POINT WHICH IS 150 FEET EAST OF THE WEST SECTION LINE OF SAID SECTION 21 MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST SECTION LINES OF SAID SECTIONS 21 AND 28 TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 21; THENCE WEST TO THE POINT OF BEGINNING; AND THE NORTHEASTERLY 40 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILWAY COMPANY AND SOUTHWESTERLY OF A LINE DRAWN 190 FEET NORTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY;

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4) THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT WHICH IS 150.07 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28: THENCE NORTH, ALONG A LINE WHICH IS 150 FEET EAST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE NORTH LINE OF SAID SECTION 28: THENCE CONTINUING NORTH, ALONG A LINE 150 FEET EAST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO ITS INTERSECTION WITH A LINE WHICH IS 150 FEET NORTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILWAY COMPANY; THENCE NORTHWESTERLY, ALONG SAID PARALLEL LINE, TO ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO ITS INTERSECTION WITH A LINE WHICH IS 190 FEET NORTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID CHICAGO, AURORA AND ELGIN RAILWAY COMPANY; THENCE SOUTHEASTERLY, ALONG SAID PARALLEL LINE, TO ITS INTERSECTION WITH A LINE WHICH IS 190 FEET EAST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 21; THENCE CONTINUING SOUTH, ALONG SAID LAST MENTIONED PARALLEL LINE, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTH, ALONG A LINE 190 FEET EAST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 28, TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 40.02 FEET TO THE POINT OF BEGINNING;

5) THAT PART OF SECTIONS 20 AND 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS SMITH ROAD WITH THE WEST LINE OF SAID SECTION 21 (SAID POINT BEING BY RECORD 246.9 FEET SOUTH OF THE QUARTER SECTION CORNER THAT IS COMMON TO SAID SECTIONS 20 AND 21) AND RUNNING THENCE WESTERLY, ALONG THE CENTERLINE OF SAID SMITH ROAD, 31.8 FEET TO AN IRON SPIKE; THENCE NORTHERLY AT RIGHT ANGLES WITH SAID CENTERLINE, 325.08 FEET; THENCE EASTERLY, PARALLEL WITH SAID CENTERLINE OF SMITH ROAD, 670.0 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES WITH SAID CENTERLINE, 325.08 FEET TO SAID CENTERLINE OF SMITH ROAD; THENCE WESTERLY, ALONG SAID CENTERLINE, 638.2 FEET TO THE POINT OF BEGINNING;

6) PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT, BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 279.905 FEET TO A POINT ON EXISTING SOUTH RIGHT OF WAY LINE OF SMITH ROAD, BEING THE POINT OF BEGINNING; THENCE WESTERLY, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF SMITH ROAD, A DISTANCE OF 88.67 FEET TO THE NORTHEAST PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THENCE SOUTHEASTERLY, ALONG THE SAID NORTHEAST PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY, A DISTANCE OF 538.35 FEET TO A POINT; THENCE NORTHERLY ON AN ANGLE OF 136 DEGREES, 52 MINUTES, 21.6 SECONDS LEFT ON THE LAST DESCRIBED LINE, A DISTANCE OF 407.07 FEET TO A POINT ON THE SAID EXISTING SOUTH RIGHT OF WAY OF SMITH ROAD; THENCE WESTERLY, ALONG SAID SOUTH RIGHT OF WAY LINE OF SMITH ROAD, A DISTANCE OF 279.63 FEET TO THE POINT OF BEGINNING;

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7) THAT PART OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO ITS INTERSECTION WITH THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG THE CENTERLINE OF THE ROAD TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION: THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

8) AND ALSO EXCEPT THE NATURAL GAS PIPELINE COMPANY RIGHT OF WAY, DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 28 AND RUNNING THENCE EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 190.12 FEET TO THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH, ALONG SAID EAST LINE, 1478.7 FEET FOR A POINT OF BEGINNING; THENCE NORTH 44 DEGREES, 11 MINUTES, 00 SECONDS EAST, 1222.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 102.32 FEET, AN ARC DISTANCE OF 78.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID TANGENT BEING 50.0 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH, THE WEST LINE OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION, UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1953 AS DOCUMENT 695749 IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS; THENCE NORTH 0 DEGREES, 08 MINUTES, 00 SECONDS EAST, ALONG SAID PARALLEL LINE, 564.08 FEET TO AN ANGLE POINT; THENCE NORTH 0 DEGREES, 14 MINUTES, 00 SECONDS WEST, ALONG A LINE 50 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID WEST LINE OF SAID SUBDIVISION, 476.56 FEET; THENCE NORTH 0 DEGREES, 05 MINUTES, 00 SECONDS WEST, ALONG A LINE 50 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE, AND EXTENSIONS OF SAID WEST LINE, OF ROBERT BARTLETT'S OAK MEADOWS UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1953 AS DOCUMENT 679310 IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, 2093.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 152.32 FEET, AN ARC DISTANCE OF 119.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44 DEGREES, 55 MINUTES, 00 SECONDS EAST, ALONG THE TANGENT TO SAID CURVE, 259.8 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 102.32 FEET, AN ARC DISTANCE OF 80.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE TANGENT OF SAID CURVE BEING THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21; THENCE SOUTH 0 DEGREES, 12 MINUTES, 00 SECONDS EAST, ALONG SAID EAST LINE, 113.07 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTHEAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE COMMON TANGENT OF THE TWO PREVIOUSLY DESCRIBED CURVES; THENCE SOUTH 44 DEGREES, 55 MINUTES, 00 SECONDS WEST, ALONG SAID LINE, 252.5 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 102.32 FEET, AN ARC DISTANCE OF 80.36 FEET, TO A POINT OF TANGENCY OF SAID CURVE, BEING THE WEST LINE AND EXTENSIONS OF SAID WEST LINE, OF SAID ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION, UNIT 2, 2093.89 FEET TO THE NORTHWEST CORNER OF SAID ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 3; THENCE SOUTH 0 DEGREES, 14 MINUTES, 00 SECONDS EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, 476.65 FEET TO AN ANGLE POINT; THENCE SOUTH 0 DEGREES, 08 MINUTES, 00 SECONDS WEST, ALONG SAID WEST LINE, 564.24 FEET TO A POINT OF CURVATURE;

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THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 152.32 FEET, AN ARC DISTANCE OF 117.1 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44 DEGREES, 11 MINUTES, 00 SECONDS WEST ALONG THE TANGENT TO SAID CURVE, BEING A LINE 50 FEET SOUTHEAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH, THE FIRST COURSE IN THIS DESCRIPTION, 1274.38 FEET TO THE SAID EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE NORTH, ALONG SAID EAST LINE, 71.73 FEET TO THE PLACE OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

9) THAT PART OF THE DESCRIBED TRACTS OF LAND, LYING NORTH OF THE CENTERLINE OF SMITH ROAD, SOUTH OF A LINE 550.0 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF SECTION 20 AND 21, AND WEST OF A LINE 550.0 FEET EAST OF THE WEST LINE OF SECTION 20 AND 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS.

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## PARCEL B

THAT PART OF THE FOLLOWING DESCRIBED TRACTS OF LAND, LYING NORTH OF THE CENTERLINE OF SMITH ROAD, SOUTH OF A LINE 550.0 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF OF SECTIONS 20 AND 21, AND WEST OF A LINE 550.0 FEET EAST OF THE WEST LINE OF SECTIONS 20 AND 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DU PAGE COUNTY, ILLINOIS, SAID TRACTS MORE PARTICULARLY BOUND AND DESCRIBED AS FOLLOWS:

THAT PART OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 20; THENCE WEST 10 CHAINS; THENCE NORTH 8 DEGREES, 20 MINUTES, 0 SECONDS EAST, 69 CHAINS; THENCE SOUTH 68.33 CHAINS TO THE POINT OF BEGINNING;

ALSO,

THE WEST 16.94 CHAINS OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO,

THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;

ALSO,

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;

AND ALSO,

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED EIGHT (8) TRACTS:

1) COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21 AND RUNNING THENCE WEST 23.06 CHAINS; THENCE NORTH 35.375 CHAINS; THENCE EAST 23.06 CHAINS; THENCE SOUTH 35.375 CHAINS TO THE POINT OF BEGINNING;

2) COMMENCING AT THE CENTER OF SECTION 21; THENCE SOUTH 4.625 CHAINS; THENCE WEST 20 CHAINS; THENCE NORTH 4.625 CHAINS; THENCE EAST 20 CHAINS TO THE POINT OF BEGINNING;

3) A PARCEL OF LAND OF SECTIONS 20, 21 AND 28 ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH ALONG THE WEST SECTION LINES OF SAID SECTIONS 28 AND 21 TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILROAD COMPANY; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RAILROAD RIGHT OF WAY LINE 433.02 FEET; THENCE NORTH 8 DEGREES 20 MINUTES EAST 200.4 FEET; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILROAD COMPANY TO A POINT WHICH IS 150 FEET EAST OF THE WEST SECTION LINE OF SAID SECTION 21 MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST SECTION LINES OF SAID SECTIONS 21 AND 28 TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE WEST TO THE POINT OF BEGINNING; AND THE NORTHEASTERLY 40 FEET OF THAT PART OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILWAY COMPANY AND SOUTHWESTERLY OF A LINE DRAWN 190 FEET NORTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH SAID NORTHEASTERLY RIGHT OF WAY LINE OF SAID RAILWAY COMPANY;

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4) THAT PART OF THE SOUTHWEST QUARTER OF SECTION 21 AND THAT PART OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT A POINT WHICH IS 150.07 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH, ALONG A LINE WHICH IS 150 FEET EAST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER, TO THE NORTH LINE OF SAID SECTION 28; THENCE CONTINUING NORTH, ALONG A LINE 150 FEET EAST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21 TO ITS INTERSECTION WITH A LINE WHICH IS 150 FEET NORTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CHICAGO, AURORA AND ELGIN RAILWAY COMPANY; THENCE NORTHWESTERLY, ALONG SAID PARALLEL LINE, TO ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 21; THENCE NORTH, ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER TO ITS INTERSECTION WITH A LINE WHICH IS 190 FEET NORTHEASTERLY OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID CHICAGO, AURORA AND ELGIN RAILWAY COMPANY; THENCE SOUTHEASTERLY, ALONG SAID PARALLEL LINE, TO ITS INTERSECTION WITH A LINE WHICH IS 190 FEET EAST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 21; THENCE CONTINUING SOUTH, ALONG SAID LAST MENTIONED PARALLEL LINE, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER; THENCE CONTINUING SOUTH, ALONG A LINE 190 FEET EAST OF (MEASURED AT RIGHT ANGLES TO) AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 28, TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE WEST, ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER, 40.02 FEET TO THE POINT OF BEGINNING;

5) THAT PART OF SECTIONS 20 AND 21, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED BY BEGINNING AT THE POINT OF INTERSECTION OF THE CENTERLINE OF THE PUBLIC HIGHWAY KNOWN AS SMITH ROAD WITH THE WEST LINE OF SAID SECTION 21 (SAID POINT BEING BY RECORD 246.9 FEET SOUTH OF THE QUARTER SECTION CORNER THAT IS COMMON TO SAID SECTIONS 20 AND 21) AND RUNNING THENCE WESTERLY, ALONG THE CENTERLINE OF SAID SMITH ROAD, 31.8 FEET TO AN IRON SPIKE; THENCE NORTHERLY AT RIGHT ANGLES WITH SAID CENTERLINE, 325.08 FEET; THENCE EASTERLY, PARALLEL WITH SAID CENTERLINE OF SMITH ROAD, 670.0 FEET; THENCE SOUTHERLY, AT RIGHT ANGLES WITH SAID CENTERLINE, 325.08 FEET TO SAID CENTERLINE OF SMITH ROAD; THENCE WESTERLY, ALONG SAID CENTERLINE, 638.2 FEET TO THE POINT OF BEGINNING;

6) PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 21 AND PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 20, ALL IN TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT, BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTHERLY, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 21, A DISTANCE OF 279.905 FEET TO A POINT ON EXISTING SOUTH RIGHT OF WAY LINE OF SMITH ROAD, BEING THE POINT OF BEGINNING; THENCE WESTERLY, ALONG THE SAID SOUTH RIGHT OF WAY LINE OF SMITH ROAD, A DISTANCE OF 88.67 FEET TO THE NORTHEAST PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY; THENCE SOUTHEASTERLY, ALONG THE SAID NORTHEAST PROPERTY LINE OF THE COMMONWEALTH EDISON COMPANY, A DISTANCE OF 538.35 FEET TO A POINT; THENCE NORTHERLY ON AN ANGLE OF 136 DEGREES, 52 MINUTES, 21.6 SECONDS LEFT ON THE LAST DESCRIBED LINE, A DISTANCE OF 407.07 FEET TO A POINT ON THE SAID EXISTING SOUTH RIGHT OF WAY OF SMITH ROAD; THENCE WESTERLY, ALONG SAID SOUTH RIGHT OF WAY LINE OF SMITH ROAD, A DISTANCE OF 279.63 FEET TO THE POINT OF BEGINNING;

R89-078785

7) THAT PART OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO ITS INTERSECTION WITH THE CENTER LINE OF THE ROAD; THENCE SOUTHERLY ALONG THE CENTERLINE OF THE ROAD TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE EAST ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;

8) AND ALSO EXCEPT THE NATURAL GAS PIPELINE COMPANY RIGHT OF WAY, DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 28 AND RUNNING THENCE EAST, ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 190.12 FEET TO THE EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE SOUTH, ALONG SAID EAST LINE, 1478.7 FEET FOR A POINT OF BEGINNING; THENCE NORTH 44 DEGREES, 11 MINUTES, 00 SECONDS EAST, 1222.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 102.32 FEET, AN ARC DISTANCE OF 78.66 FEET, TO THE POINT OF TANGENCY OF SAID CURVE, SAID TANGENT BEING 50.0 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH, THE WEST LINE OF ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION, UNIT 3, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 22, 1953 AS DOCUMENT 695749 IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS; THENCE NORTH 0 DEGREES, 08 MINUTES, 00 SECONDS EAST, ALONG SAID PARALLEL LINE, 564.08 FEET TO AN ANGLE POINT; THENCE NORTH 0 DEGREES, 14 MINUTES, 00 SECONDS WEST, ALONG A LINE 50 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH SAID WEST LINE OF SAID SUBDIVISION, 476.56 FEET; THENCE NORTH 0 DEGREES, 05 MINUTES, 00 SECONDS WEST, ALONG A LINE 50 FEET WEST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE WEST LINE, AND EXTENSIONS OF SAID WEST LINE, OF ROBERT BARTLETT'S OAK MEADOWS UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 14, 1953 AS DOCUMENT 679310 IN THE RECORDER'S OFFICE OF DU PAGE COUNTY, ILLINOIS, 2093.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 152.32 FEET, AN ARC DISTANCE OF 119.63 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 44 DEGREES, 55 MINUTES, 00 SECONDS EAST, ALONG THE TANGENT TO SAID CURVE, 259.8 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 102.32 FEET, AN ARC DISTANCE OF 80.57 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THE TANGENT OF SAID CURVE BEING THE EAST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 21; THENCE SOUTH 0 DEGREES, 12 MINUTES, 00 SECONDS EAST, ALONG SAID EAST LINE, 113.07 FEET TO A POINT ON A LINE THAT IS 50.0 FEET SOUTHEAST OF, AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH THE COMMON TANGENT OF THE TWO PREVIOUSLY DESCRIBED CURVES; THENCE SOUTH 44 DEGREES, 55 MINUTES, 00 SECONDS WEST, ALONG SAID LINE, 252.5 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 102.32 FEET, AN ARC DISTANCE OF 80.36 FEET, TO A POINT OF TANGENCY OF SAID CURVE, BEING THE WEST LINE AND EXTENSIONS OF SAID WEST LINE, OF SAID ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION, UNIT 2, 2093.89 FEET TO THE NORTHWEST CORNER OF SAID ROBERT BARTLETT'S OAK MEADOWS SUBDIVISION UNIT 3; THENCE SOUTH 0 DEGREES, 14 MINUTES, 00 SECONDS EAST, ALONG THE WEST LINE OF SAID SUBDIVISION, 476.65 FEET TO AN ANGLE POINT; THENCE SOUTH 0 DEGREES, 08 MINUTES, 00 SECONDS WEST, ALONG SAID WEST LINE, 564.24 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 152.32 FEET, AN ARC DISTANCE OF 117.1 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 44 DEGREES, 11 MINUTES, 00 SECONDS WEST ALONG THE TANGENT TO SAID CURVE, BEING A LINE 50 FEET SOUTHEAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH, THE FIRST COURSE IN THIS DESCRIPTION, 1274.38 FEET TO THE SAID EAST LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE NORTH, ALONG SAID EAST LINE, 71.73 FEET TO THE PLACE OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

R89-078785



Filing Fee \$25.00

FORM NP-29

EXHIBIT "B"

ARTICLES OF INCORPORATION  
UNDER THE  
GENERAL NOT FOR PROFIT CORPORATION ACT  
(These Articles Must Be Filed in Duplicate)

(Do Not Write In This Space)  
Date Paid 9-12-88  
Filing Fee \$ 52.00  
Clerk

Secretary of State, Springfield, Illinois.

We, the undersigned,

(Not less than three)

Name	Number	Street	Address City	State
Frank J. Fernandes	2N721	Wayne Oaks Lane	West Chicago	IL
Timothy C. Rathjen	511	Timberidge #104	Carol Stream	IL
Joseph Rosner	217	Milo Court	West Chicago	IL

being natural persons of the age of twenty-one years or more and citizens of the United States, for the purpose of forming a corporation under the "General Not For Profit Corporation Act" of the State of Illinois, do hereby adopt the following Articles of Incorporation:

- The name of the corporation is: BRADFORD PARK PROPERTY OWNERS ASSOCIATION
- The period of duration of the corporation is: Perpetual  
(Please state "perpetual" or a definite number of years)
- The address of its initial Registered Office in the State of Illinois is: 525 Dunham Rd.  
Street in the City of St. Charles (60174) County of Kane and  
(Zip Code)  
the name of its initial Registered Agent at said Address is: Frank J. Fernandes
- The first Board of Directors shall be 3 in number, their names and addresses being as follows:  
(Not less than three)

Name	Number	Street	Address City	State
Frank J. Fernandes	2N721	Wayne Oaks Lane	West Chicago	IL
Timothy C. Rathjen	511	Timberidge #104	Carol Stream	IL
Joseph Rosner	217	Milo Court	West Chicago	IL

- The purpose or purposes for which the corporation is organized are:

To maintain and administer certain properties held for the benefit of the members; to administer and enforce the covenants and restrictions applicable to the properties owned by the members; to collect and disburse assessments and charges against the properties owned by the members; to act on behalf of its members, collectively, as their governing body and for their common use, enjoyment and benefit with respect to the administration, management, preservation, repair, maintenance and replacement of certain real and personal property, all on a not-for-profit basis, as more fully set forth in the Declaration, and to do all those things permitted to it by the General Not For Profit Corporation Act of the State of Illinois.

OVER

1933904

88-078785

Is this corporation a Condominium Association as established under the Condominium Property Act? NO

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? NO

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of this Code Civil Procedure? YES

FILED FOR RECORD  
KANE COUNTY, ILL.  
1988 SEP 26 PM 1:00  
*Blanche E. Ferguson*  
RECORDER

T

1933904

NOTE: Any special provision authorized or permitted by statute to be contained in the Articles of Incorporation, may be inserted above.)

(INCORPORATORS MUST SIGN BELOW)

*[Handwritten signatures]*

Incorporators

ACKNOWLEDGMENT

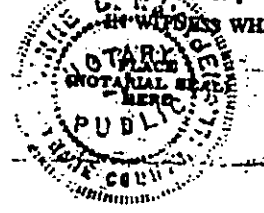
STATE OF ILLINOIS,  
County of Kane ss.

I, Joanne B. Rathjen a Notary Public do hereby certify that on the  
25th day of August 19 88 Frank J. FERNANDES,

Timothy Rathjen, and Joseph Rosner Officers of Incorporation

personally appeared before me and being first duly sworn by me severally acknowledged that they signed the foregoing documents in the respective capacities therein set forth and declared that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year above written.



*Joanne B. Rathjen*  
Notary Public  
My Commission Expires Aug. 13, 1989

FORM NR-3  
ARTICLES OF INCORPORATION  
under the  
GENERAL NOT FOR PROFIT  
CORPORATION ACT  
of

FILED  
SEP 16 1988

Illinois Secretary of State  
JIM EDGAR  
Secretary of State

SECRETARY OF STATE  
CORPORATION DEPARTMENT  
TELEPHONE: (312) 87-7830



(These Articles Must be Signed and Filed in Duplicate)  
Filing Fee \$70.00

Bradford Pitt Property Owners Assoc.  
P.O. Box 726  
Geneva IL 60134  
8800

1933904

889-078785

NFP - 110.30  
(Rev. Jan., 1987)

Submit in Duplicate

Remit payment in Check or Money  
Order, payable to "Secretary of  
State".

DO NOT SEND CASH!

JIM EDGAR  
Secretary of State  
State of Illinois

ARTICLES OF AMENDMENT  
under the

GENERAL NOT FOR PROFIT CORPORATION ACT

File #

This Space For Use By  
Secretary of State

Date

Filing Fee

Clerk

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986", the undersigned corporation hereby adopts these Articles of Amendment to its Articles of Incorporation.

ARTICLE ONE The name of the corporation is Bradford Park Property Owners Association  
\_\_\_\_\_  
(Note 1)

ARTICLE TWO The following amendment to the Articles of Incorporation was adopted on June 14,  
19 89 in the manner indicated below ("X" one box only.)

- By the affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (Note 2)
- By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45 of this Act. (Note 3)
- By the members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation or the bylaws, in accordance with Section 110.20. (Note 4)
- By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20 of this Act. (Note 4)

(INSERT RESOLUTION)

SEE ATTACHED EXHIBIT A

R89-078785

(If space is insufficient, attach additional pages size 8 1/2 x 11)

The undersigned corporation has caused these articles to be signed by its duly authorized officers, each of whom affirm, under penalties of perjury, that the facts stated herein are true.

Dated June 22, 1989 Bradford Park Property Owners Association  
(Exact Name of Corporation)

attested by \_\_\_\_\_ by \_\_\_\_\_  
(Signature of Secretary or Assistant Secretary) (Signature of President or Vice President)

Joseph M. Rosier, Director FRANK J. Fernandes, Director  
(Type or Print Name and Title) (Type or Print Name and Title)  
**BEING A MAJORITY OF THE DIRECTORS**

**NOTES AND INSTRUCTIONS**

**NOTE 1:** State the true exact corporate name as it appears on the records of the Office of the Secretary of State, BEFORE any amendments herein reported.

**NOTE 2:** Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote.

**NOTE 3:** Director approval may be (1) by vote at a director's meeting (either annual or special) or (2) by consent, in writing, without a meeting.

**NOTE 4:** All amendments not adopted under Sec. 110.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the members approve the amendment.

Member approval may be (1) by vote at a members meeting (either annual or special) or (2) by consent, in writing, without a meeting.

To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding members entitled to vote on the amendment, (but if class voting applies, then also at least a 2/3 vote within each class is required).

The articles of incorporation may supercede the 2/3 vote requirement by specifying any smaller or larger vote requirement not less than a majority of the outstanding votes of such members entitled to vote and not less than a majority within each when class voting applies. (Sec. 110.20)

**NOTE 5:** When a member approval is by written consent, all members must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (Sec. 107.10 & 110.20)

FORM NFP-110.30

File No. \_\_\_\_\_

**ARTICLES OF AMENDMENT**  
under the  
**GENERAL NOT FOR PROFIT**  
**CORPORATION ACT**

Filing Fee \$25

Filing Fee for Re-Stated Articles \$100

**RETURN TO:**

Corporation Department  
Secretary of State  
Springfield, Illinois 62756  
Telephone (217) 782-6961

R89-078785

Form NFP-110.30  
Articles of Amendment  
Bradford Park Property  
Owners Association

EXHIBIT A

WHEREAS, the directors deem it to be in the best interest of the corporation to change the name of the corporation; and

WHEREAS, at this time, the corporation does not have any members entitled to vote; and the directors named in the Articles of Incorporation of the corporation have not yet elected officers of the corporation;

NOW, THEREFORE, BE IT RESOLVED: That Article 1 be amended in its entirety to read as follows:

"1. The name of the corporation is: BRADFORD PARK HOMEOWNERS' ASSOCIATION."

FURTHER RESOLVED: That any two of the directors of the corporation be, and they hereby are, authorized, empowered and directed, in the name and on behalf of the corporation, to execute Articles of Amendment reflecting the aforesaid amendment, and to deliver or cause to be delivered such Articles of Amendment to the Secretary of State of Illinois for filing therewith.

FURTHER RESOLVED: That the directors of the corporation be, and each director hereby is, authorized, empowered and directed, in the name and on behalf of the corporation, to take such steps and do all acts and things, including without limitation the execution and delivery of documents, as are or may be necessary or appropriate to effect the purpose and intent of the foregoing resolutions.

R89-078785

**EXHIBIT "C"****BY-LAWS  
OF  
BRADFORD PARK HOMEOWNERS' ASSOCIATION****ARTICLE I  
NAME**

The name of this Association is the Bradford Park Homeowners' Association.

**ARTICLE II  
DEFINITIONS**

Section 1. "Association" shall mean Bradford Park Homeowners' Association, an Illinois not-for-profit corporation.

Section 2. "The Properties" shall mean and refer to the Existing Properties, and all additions to the Existing Properties subjected to the Declaration.

Section 3. "Common Properties" shall mean any real property and improvements thereon and any personal property or equipment with respect to which Developer grants, assigns or conveys to the Association, title, interest in or rights of use, or with respect to which the Developer permits use by the Association and its Members, and any replacement of or for any of the foregoing.

Section 4. "Lot" shall mean any plot of land designated by a numeral upon any recorded subdivision map of The Properties whether vacant or having a Single Family Residence thereon, but shall not include any plot designated as an "outlot."

Section 5. "Owner" shall mean (i) the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Single Family Residence situated upon The Properties; (ii) the contract purchaser for any Lot or Single Family Residence situated upon The Properties; and (iii) the beneficiary or beneficiaries under any title-holding land trust.

Section 6. "Board" means Board of Directors of the Association.

Section 7. "Declaration" means the Declaration of Covenants and Restrictions by Owner and Developer and any Supplemental Declaration as referred to therein, recorded with the Recorder of Deeds of DuPage County, Illinois, with respect to which the Lots will be made subject.

Section 8. All other terms used herein shall have the meaning set forth in or as defined in the Declaration as said Declaration may be amended from time to time.

**ARTICLE III  
OFFICES**

Section 1. Registered Office. The Association shall have and continuously maintain in the State of Illinois a registered office and a registered agent whose office shall be identical with such registered office, and may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

Section 2. Principal Office. The principal office of the Association shall be maintained on the Property at the residence of the Association secretary from time to time, or at the principal office of the Owner or Developer, at the election of the Association.

**ARTICLE IV  
MEMBERSHIP**

Section 1. Membership. The Developer shall be a member of the Association so long as he remains an Owner of any Lot subject to the provisions of the Declaration. Every person or entity except the Developer, who becomes an Owner of any Lot or Living Unit subject to the provisions of the Declaration or any Supplemental Declaration and which is subject to assessment by the Association shall be a member of the Association by acceptance of a Deed of Conveyance or by entering into a contract for purchase of such Lot.

Section 2. The Developer shall appoint the initial Board of Directors of the Homeowners' Association. Thereafter the Directors shall be elected by the membership as provided in the By-Laws.

Section 3. The membership rights of any person whose interest in the Properties is subject to assessments, whether or not he be personally obligated to pay such assessments, may be suspended by action of the Board during the period when the assessments remain unpaid; but, upon payment of such assessments, his rights and privileges shall be automatically restored. If the Board has adopted and published rules and regulations governing the use of the Common Properties and facilities, and the personal conduct of any person thereon, it may, in its discretion, suspend the rights of any such person for violation of such rules and regulations for a period not to exceed thirty (30) days.

Section 4. The rights of membership are subject to the payment of annual assessments levied by the Association in the amount and manner as provided in these By-Laws, the obligation of which assessments is imposed against each Owner of and becomes a lien upon the Property against which such assessments are made as provided in the Declaration.

**ARTICLE V  
PROPERTY RIGHTS AND RIGHTS OF ENJOYMENT  
OF COMMON PROPERTIES**

Section 1. Each Member shall be entitled to the use and enjoyment of the Common Properties and facilities as provided by Article VII of the Declaration, subject to reserved rights as stated therein.

Section 2. Any Member may delegate his rights of enjoyment in the Common Properties and facilities to the members of his family who reside upon The Properties or to any of his tenants who reside thereon under a leasehold interest for a term of one year or more. Such Member shall notify the secretary in writing of the name and relationship of any such person. The rights and privileges of such person are subject to suspension as stated herein to the same extent as those of the Member.

**ARTICLE VI  
EVIDENCE OF MEMBERSHIP**

Section 1. A certificate of membership in the Association may be issued to Members in such form as the Board may determine. Failure to issue such a certificate shall not affect the rights of a Member.

**ARTICLE VII  
ASSOCIATION PURPOSES AND POWERS**

Section 1. The Association has been organized to accept and hold title to the Common Properties which will be conveyed and transferred to it from time to time by Developer in accordance with the Declaration; to maintain and administer the Common Properties as provided by the Declaration; to administer and enforce the Covenants and Restrictions as set forth in the Declaration; and to collect and disburse the assessments and charges as provided in the Declaration.

Section 2. Subject to the provisions of the Declaration, and to the extent provided by law, the Association may participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes.

Section 3. Assessments may be made only by the Property Owners' Association, and, provided, that no assessment shall be made prior to the year 1988 and that no assessments shall be made in any event until the provisions of Article XII of the General Declaration of Covenants and Restrictions have been complied with. The Board of Directors of the Association, by resolution adopted in the manner provided in these By-Laws may increase the amount of the annual assessment for any future year, except that the amount of the increase for any year shall not exceed 10% of the annual assessment for the preceding annual period unless an annual assessment of a greater amount for such year shall have been approved by vote of Members as provided in these By-Laws of the Association.

889-078785



Section 4. The Association may exercise any powers conferred upon it by law subject to any limitation or restriction imposed in its Articles of Incorporation.

**ARTICLE VIII  
BOARD OF DIRECTORS**

Section 1. The affairs of the corporation shall be managed by a Board of Directors who need not be Members of the corporation. The Board shall be three (3) members initially appointed by the Developer, and thereafter elected by the membership. The initial Directors shall be the persons named in the Articles of Incorporation. Each initial Director shall hold his office until the next annual meeting of Directors and until his successors shall have been elected and qualified. The Directors elected at the first annual meeting of Directors, shall be divided into three classes, one Director as Class I, nominated and elected for a term of one year, one Director as Class II, nominated and elected for a term of two years and one Director as Class III, nominated and elected for a term of three years and until their respective successors are elected and qualified. Thereafter as their terms of office expire their successors shall be elected and shall hold office for a term of three years and until their successors are elected and qualified.

**ARTICLE IX  
ELECTION OF BOARD MEMBERS**

Section 1. Subject to the provisions of Article XII of the Declaration with regard to Developer appointment of Directors, election to the Board shall be by written ballot as hereinafter provided. Nomination and election of Directors shall be by a majority of those qualified and casting votes at a meeting expressly called for such purpose of the membership. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The names receiving the largest number of votes shall be declared elected.

Section 2. Nominations for election to the Board shall be made by a Nominating Committee which shall be one of the standing committees of the Association.

Section 3. The Nominating Committee shall consist of a chairman who shall be a member of the Board and two or more Members of the Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each such annual meeting.

Section 4. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or nonmembers, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Article IX

Section 5, and shall be made in advance of the time fixed in Article IX Section 5 for the mailing of such ballots to Members.

Section 5. All elections of the Board shall be made on written ballot which shall:

(a) Describe the vacancies to be filled;

(b) Set forth the names of those nominated by the Nominating Committee for such vacancies; and

(c) Contain a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed by the secretary to the Members at least thirty (30) and not more than forty (40) days in advance of the date set forth therein for return ballots (which shall be a date not later than the day before the annual or special meeting called for elections).

Section 6. Each Member shall receive as many ballots as he has votes. Notwithstanding that a Member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. The completed ballots shall be returned as follows: Each ballot shall be placed in a sealed envelope marked "Ballot" but not marked in any other way. Each such "Ballot" envelope shall contain only one ballot, and the Members shall be advised that, because of the verification procedures of Article IX Section 7, the inclusion of more than one ballot in any one "Ballot" envelope shall disqualify the return. Such "Ballot" envelope, or envelopes (if the Member or his proxy is exercising more than one vote), shall be placed in another sealed envelope which shall bear on its face the name and signature of the Member or his proxy, the number of ballots being returned, and such other information as the Board may determine will serve to establish his right to cast the vote or votes presented in the ballot or ballots contained therein. The ballots shall be returned to the secretary at the address stated in the ballot transmittal.

Section 7. Upon receipt of each return, the secretary shall immediately place it in a safe or other locked place until the day set for the annual or other special meeting at which the elections are to be held. On that day, the external envelopes containing the "Ballot" envelopes shall be turned over, unopened, to an Election Committee which shall consist of three (3) Members appointed to the Board. The Election Committee shall then adopt a procedure which shall:

(a) Establish that the number of envelopes marked "Ballot" corresponds to the number of votes allowed to the Member by his proxy identified on the outside envelope containing them; and

(b) That the signature of the Member or his proxy on the outside envelope is genuine; and

(c) If the vote is by proxy that a proxy has been filed with the secretary as provided herein and that such proxy is valid.

Such procedure shall be taken in such manner that the vote of any Member or his proxy shall not be disclosed to anyone, even the Election Committee.

The outside envelopes shall thereupon be placed in a safe or other locked place and the Election Committee shall proceed to the opening of the "Ballot" envelopes and the counting of the votes. If any "Ballot" envelope is found to contain more than one ballot, all such ballots shall be disqualified and shall not be counted. Immediately after the announcement of the results, unless a review of the procedure is demanded by the Members present, the ballots and the outside envelopes shall be destroyed.

**ARTICLE X  
POWERS AND DUTIES OF THE BOARD**

Section 1. The Board shall have power:

(a) To call special meetings of Members whenever it deems necessary and shall call a meeting at any time upon written request of one-third (1/3) of the membership.

(b) To appoint and remove at pleasure all officers, agents or employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Member, officer or Director of the Association in any capacity whatsoever.

(c) To establish, levy, assess and collect the assessments or charges referred to in Article IX of the Declaration.

(d) To adopt and publish rules and regulations governing the use of the Common Properties and facilities and the personal conduct of the Members and their guests thereon.

(e) To exercise for the Association all powers, duties and authority vested in or delegated to this Association, except those, if any, reserved to the Members in the Declaration or in the Articles of Incorporation.

(f) In the event that any Member of the Board shall be absent from three (3) consecutive regular meetings, the Board may by action taken at the meetings during which said third absence occurs, declare the office of said absent Director to be vacant.

Section 2. It shall be the duty of the Board:

(a) To cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting or, at any special meeting, when requested by the Members.

(b) To supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

(c) To issue, or to cause an appropriate officer to issue, upon demand by any person a certificate setting forth whether any assessment has or has not been paid. Such certificate shall be conclusive evidence of the matters therein certified.

(d) To make annual assessments against the Members and to collect the same and create and enforce liens with respect thereto as provided in the Declaration. No assessment shall be made for any year prior to the year 1989. The amount of the assessment for each year and the time for payment thereof shall be fixed by resolution of the Board and sent to each Member with the notice of annual meeting of Members for such year.

(e) The Board may increase the amount of the annual assessment for any year after in an amount greater than 10% of the amount of the assessment for the preceding year upon approval by vote of Members at the annual meeting of Members of a majority of the Members present and voting at said meeting, in person or by proxy, in the following manner: Prior to any such annual meeting the Board shall adopt a budget for such year to be presented for approval by Members at such meeting, which budget as adopted shall be sent to the Members with a notice of such meeting. If such budget is approved by the Members, the Board may levy an assessment for such year in an amount sufficient to meet the provisions of such budget.

#### ARTICLE XI DIRECTORS' MEETINGS

Section 1. Commencing with the year 1989, a regular meeting of the Board shall be held immediately following the annual meeting of Members for the purpose of electing officers and transacting any further business.

Section 2. Special meetings of the Board shall be held when called by the President or any two Directors upon not less than three (3) days' notice setting forth the business to be transacted at the meeting.

Section 3. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present; or, if, either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and made part of the minutes of the meeting.

Section 4. A majority of the Board shall constitute a quorum.

Section 5. Any action required by law or these By-Laws to be or which may be taken at a meeting of the Members or Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all Members or Directors, as the case may be, entitled to vote with respect to the subject matter.

**ARTICLE XII  
OFFICERS**

Section 1. The officers shall be a president, a vice president, a secretary/treasurer. The president and vice president shall be members of the Board.

Section 2. Officers shall be chosen by a majority vote of the Board.

Section 3. All officers shall hold office at the pleasure of the Board.

Section 4. The president shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written documents.

Section 5. The vice president shall perform all the duties of the president in his absence.

Section 6. The secretary/treasurer shall be ex officio the secretary of the Board, shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall sign all certificates of membership. He shall keep the records of the Association. He shall record in a book kept for that purpose the names of all Members of the Association together with addresses as registered by such Members.

Section 7. The secretary/treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided, however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. By resolution the Board shall designate the officer or officers who may sign checks on behalf of the Association.

Section 8. The secretary/treasurer shall keep proper books of account and may cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year. He shall prepare an annual balance sheet statement for consideration by the Board.

**ARTICLE XIII  
COMMITTEES**

Section 1. The standing Committees of the Association shall be the Nominations Committee and an Audit Committee. When the Developer tenders assignment to the Association of the functions of the Architectural Control Committee established pursuant to the Declaration, the Association shall create an Architectural Control Committee as a standing Committee.

Unless otherwise provided herein, each Committee shall consist of a chairman and two (2) or more Members, and shall include a Member of the Board for Board contact. The Committees shall be appointed by the Board prior to each annual meeting to serve from the close of such annual meeting until the close

of the next annual meeting and such appointment shall be announced at each such annual meeting. The Board may appoint such other Committees as it deems desirable.

Section 2. The Nominations Committee shall have the duties and functions described in Section IX hereof.

Section 3. When the Architectural Control Committee shall have been created, its duties and functions shall be the same as those of the Architectural Control Committee as established in the Declaration.

Section 4. The Audit Committee shall supervise the annual audit of the Association's books and prepare and present to the Board the Association's annual budget. The treasurer shall be an ex officio Member of the Audit Committee.

Section 5. With the exception of the Nominations Committee and the Architectural Control Committee each Committee shall have power to appoint a subcommittee and to delegate thereto any of its powers and duties.

Section 6. It shall be the duty of each Committee to receive complaints from Members of any matter involving Association functions, duties and activities within its field or responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other Committee, Director or Officer of the Association as is further concerned with the matter presented.

#### ARTICLE XIV MEETINGS OF MEMBERS

Section 1. A regular annual meeting of Members shall be held on the first Monday in April in each year after the incorporation of the Association, for the purpose of electing Directors and taking action with respect to any other business noticed for the meeting.

Section 2. Special meetings of Members for any purpose may be called at any time by the president, vice president, secretary or treasurer, or by any two (2) Members of the Board, or upon written request of one-fourth (1/4) of total Members.

Section 3. Notice of any meetings shall be given to the Members by the secretary. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the corporation. Each Member shall register his address with the secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted, provided, however, that if the business of any meeting shall involve an election governed by Article VII herein or any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

Section 4. The presence at the meeting of Members entitled to cast, in person or by proxy, 10% of the votes of Members entitled to vote shall constitute a quorum for any action governed by these By-Laws, except as otherwise may be required by the Articles of Declaration.

**ARTICLE XV  
PROXIES**

Section 1. At all corporate meetings of Members, each Member may vote in person or by proxy.

Section 2. All proxies shall be in writing and filed with the secretary. No proxy shall extend beyond a period of eleven (11) months from date thereof, and every proxy shall automatically cease upon sale by the Member of his Lot which obligates his membership.

**ARTICLE XVI  
LIABILITY AND INDEMNITY OF DIRECTORS AND OFFICERS**

Neither the directors nor the officers of the Association shall be personally liable to the Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Association shall indemnify and hold harmless the directors and officers, their heirs and legal representatives, against all contractual and other liabilities to others arising out of contracts made by or other acts of the directors and officers on behalf of the Owners or the Association, or arising out of their status as directors or officers unless any such contract or act shall have been made fraudulently or with gross negligence. The foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorneys' fees, judgments, fines and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, in which any such director or officer may be involved by virtue of being or having been such director or officer, provided, however, that such indemnity shall not be operative with respect to any acts or omissions as to which such person is adjudged to be guilty of gross negligence or fraud in the performance of his duties as such director or officer.

**ARTICLE XVII  
BOOKS AND PAPERS**

Section 1. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member.

**ARTICLE XVIII  
CORPORATE SEAL**

Section 1. The Association shall have the seal in circular form having within its circumference the words "Bradford Park Homeowners' Association" or any abbreviation thereof approved by the Board.

**ARTICLE XIX  
AMENDMENTS**

Section 1. These By-Laws may be amended at regular or special meeting of the Board, except as otherwise may be provided in the Articles of Incorporation, except that no such amendment shall be made which would conflict with the provisions of the Declaration.

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**COMMON PROPERTIES MAINTENANCE  
AGREEMENT**

AGREEMENT made this 14 day of JUNE, 1989, between FJFR, INC., an Illinois corporation ("Developer") and the BRADFORD PARK HOMEOWNERS' ASSOCIATION, an Illinois not-for-profit corporation ("Association"):

**ARTICLE I  
RECITALS**

Section 1. The Owner and Developer own approximately 50 acres, more or less, of land located in DuPage County, Illinois, and proposes to develop said property as a private planned residential community with land uses as generally described in the General Plan of Development.

Section 2. A Declaration of Covenants, Conditions and Restrictions (the "Declaration") with respect to the Properties in the Project provides that Developer will construct and create certain amenities and convey and transfer the same as Common Properties to be held for the benefit of the members of the Association which Developer has caused to be created as a nonprofit corporation under the laws of Illinois for the purpose.

Section 3. The purpose of this Agreement is to define Developer's obligation with respect to the construction, creation and transfer of the Common Properties to the Association.

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLE II  
COMMON PROPERTIES**

Section 1. Developer has created a master plan for the development of the project and in accordance with such plan, Developer has caused to be recorded with the Recorder of Deeds, DuPage County, Illinois, a plat of subdivision. Said plat has designated thereon certain streets and other properties which Developer intends to convey to the Association as Common Properties.

Section 2. Developer agrees to transfer to the Association by appropriate instrument, free and clear of encumbrances, the areas designated as outlots on the subdivision plat, and the Association agrees to accept such transfer and to hold and maintain such lands as Common Properties for the benefit of its members in accordance with the provisions of the Declaration.

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Section 3. It is understood that, as set forth in the Declaration, the Developer reserves and will reserve, for itself, its successors, and assigns certain rights with respect to the Common Properties and that the Association will accept such Properties subject to such reserved rights.

ARTICLE III  
DEVELOPER'S OBLIGATION TO MANAGE AND MAINTAIN COMMON PROPERTIES

Section 1. Until December 31, 1989, or one (1) year after recordation of the Final Plat of Subdivision, whichever period shall be greater, Developer agrees to supervise, manage and maintain in a good sightly and workmanlike manner the Common Properties which it transfers to the Association from time to time, except that Developer's cbligation with respect to streets shall be governed by the Annexation Agreement dated May 2, 1989, and recorded as Document No. R89-078784, in DuPage County, Illinois. The services required for such purposes, as Developer in its sole discretion shall determine, shall be provided by Developer at its expense, and may be performed either by Developer or independent contractors selected by Developer.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

FJFR Inc., an Illinois corporation  
BY [Signature]  
President

ATTEST:  
(SEAL)  
[Signature]  
SECRETARY

BRADFORD PARK HOMEOWNERS' ASSOCIATION,  
an Illinois not-for-profit corporation  
BY [Signature]  
President

ATTEST:  
(SEAL)  
[Signature]  
SECRETARY

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EXHIBIT "E"

ARCHITECTURAL GUIDELINES AND BUILDING REQUIREMENTS  
FOR BRADFORD PARK HOMEOWNERS' ASSOCIATION

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## ARCHITECTURAL GUIDELINES & BUILDING REQUIREMENTS IN BRADFORD PARK

### PURPOSE

The purpose of this pamphlet is to outline for property owners, their architects and builders, information which will be helpful in the design and construction of homes in Bradford Park. This pamphlet and the material contained in the Property Owners' Manual should be carefully studied before design work is started. Discussion of design considerations is encouraged.

### BACKGROUND

Bradford Park is a residential community which has been professionally planned to provide residents a pleasant and relaxing environment in which to live.

### THE ROLE OF ARCHITECTURE

In the initial planning of Bradford Park, the subject of architecture received thoughtful consideration. It was recognized that the community would be one of custom homes built over a period of time as opposed to a few selected models built by one builder. It was further recognized that the setting is in a country atmosphere and that great variety exists in the features of individual homesites. Virtually every homesite is different in size, topographic characteristics, orientation and proximity to natural amenities.

A decision was therefore made that no specific style of architecture would be chosen as the absolute standard for Bradford Park. Instead, it was felt that flexibility should be retained and that personal taste and the individual site should dictate the way in which architecture would best reflect nature's forms, colors, and textures. Design solutions foreign to and not consistent with natural surroundings are to be avoided.

### PLANNING YOUR HOME

The building of a home in Bradford Park should be an exciting and pleasurable experience. For many property owners it will represent one of the major investments made in their lifetime. It has been our experience to date that because every building site in Bradford Park presents a different and interesting opportunity, it is important to secure the advice and services of a competent professional. If it is not feasible for you to work with an architect, you should deal with a custom builder who has design capabilities and a demonstrated record of success in the field.

**ARCHITECTURAL REVIEW**

In order to protect and enhance property values in Bradford Park, it was decided at the outset that certain standards and requirements would be established with respect to building activity. A Declaration of Covenants, Conditions and Restrictions was recorded which contains a section specifying that all plans for new construction or subsequent alterations must be submitted and approved prior to the application for a building permit. The review and approval of these plans is the responsibility of an Architectural Review Committee appointed by the Board of Directors of the Homeowners' Association.

**ARCHITECTURAL REVIEW COMMITTEE PROCEDURE**

In order to discharge their responsibilities, the committee requires that you submit in advance of building three (3) copies of your plans for review and approval. The house plans should be at scale and include floor plans as well as elevation drawings of all exterior sides. A complete description of all exterior surfaces specifying material, texture, and color shall be indicated on the drawings. Fences, screens and walls (discussed in a later section) must also be depicted on the drawings and described in detail. A recap of the total number of square feet of livable interior heated/air conditioned floor space should also be shown.

Also required is a detailed site plan. This site plan must show the position of all proposed structures, including the residence, walls, fences, etc. It should also show the location of easements, the proposed location of driveway and parking areas.

The committee has a period of 30 days in which to review and take action on plans. Every effort will be made to expedite the review process in a shorter period of time. Plans and material samples shall be delivered to FJFR, Inc., P.O. Box 726, Geneva, Illinois 60134, or its designated successor, with a check for a one-time review fee of \$50.00, payable to Bradford Park Homeowners' Association.

Upon receipt of the plans, the Committee will make a preliminary review and then call for an on-site meeting in Bradford Park. Those in attendance should be the owner, architect, builder and Architectural Review Committee designate. The purpose of the meeting is to:

- (1) Review the site plan.
- (2) Review submitted plans for compliance with overall architectural guidelines.

Upon approval, the Architectural Review Committee will submit a written confirmation to you indicating their approval with the appropriate stamp of approval recorded on them. In the event your plans are not initially approved, you may submit revisions at no additional charge. Written approval by the Committee is required in order to obtain a building permit.

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At least one additional on-site meeting will be subsequently held with the above people. The purpose of this meeting will be to review the site after the builder has "field-staked" the house and before any tree removal or excavation is started. This is an important meeting from the viewpoint of the owner since it is the last opportunity to make site adjustments.

Inspections may be periodically made by someone designated by the committee as work progresses. These procedures are not designed to substitute for inspections by you, your architect, or others. They are designed to insure compliance with approvals granted by the committee for the mutual protection of all.

### ARCHITECTURAL CRITERIA

The criteria as outlined below reflect the exterior architectural elements which should be considered in the design and positioning of your home on the homesite. The Architectural Review Committee uses these general guidelines in the plan review process.

#### (1) Size of Home

The Declaration of Covenants, Conditions and Restrictions specifies that one-story homes must have a minimum enclosed ground floor living area of at least 2,600 square feet. Multi-story homes must have a minimum main floor area of at least 1,500 square feet and a minimum of 2600 square feet in total. Minimum living area is defined as those areas that are heated and/or air conditioned, excluding in all events garages, basements, patios, decks and breezeways. Rooms lower than grade level are not considered floor space. In addition, areas under sloping ceilings with less than six (6) feet of head room are not considered livable area. All homes must have full basements. No slab foundations are permitted.

#### (2) Styling

As previously indicated, no one architectural style has been specified for Bradford Park. However, care should be exercised in style selection so that it will blend with the country setting and with the surrounding environment, including neighboring homes. Traditional and contemporary styles are considered quite appropriate. Care should be taken to avoid styles which do not have distinctive character. In all cases, care should be taken in following through on detailing to achieve authenticity.

#### (3) Exterior Siding Materials and Colors

The choice of exterior material and color is extremely important. The house style will, in most instances, dictate the appropriate range of material and color. Within the acceptable ranges will be sufficient latitude for personal preferences. Care should be taken to avoid the use of an excessive number of different materials (giving a cluttered feeling) and materials or colors with highly reflective characteristics. Only brick and/or cedar/redwood siding is permitted. Aluminum siding is prohibited.

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Many settings in Bradford Park lend themselves to the extensive use of glass in the form of large windows, sliding glass doors, etc. This is considered quite appropriate and permits the outside to become an integral part of the home. On some homes, shutters may add considerably to the overall appearance. Care should be taken to see that shutters are sized to fit window openings and mounted so as to give a functional appearance. Window mullions (either permanent or detachable) may also be used to accent styling and building authenticity. Because of the high visibility factor on many homesites, care should be taken to avoid blank walls or unbalanced window placements.

#### (4) Roofscape

One of the most visible elements of any home is the roof. Its ultimate appearance in relation to the structure should be carefully considered. This includes the shape of the roof in relation to the architectural design, as well as to the color and texture of the roofing material. Roofs with a significant pitch are normally most desirable. Flat roofs are to be avoided. Mechanical equipment, vents, vent covers, etc., will be considered an integral part of the design and should be treated as such. Cedar shakes or cedar shingles are preferred roofing materials, however, other materials are acceptable if texture and color are satisfactory. Roof peaks are limited to thirty (30) feet in height and roof overhangs must be at least ten (10) feet inside the property line.

#### (5) Garages

The garages should be designed as an integral part of the house. The garages should be oriented so that doors will be screened and not visible from the street. Garage doors should be of the overhead type and preferably made of wood. Separate doors will often give a better overall appearance and result in a minimum exposure of interior contents when a door is open. The garage must have a minimum of 800 square feet and have a minimum three (3) car capacity. Garages must be side loaded.

#### (6) Driveways

Driveways should be carefully located for practicality as well as overall aesthetic appearance. In some cases, it may be desirable to create a two or three car parking zone which can double as a turn-around area. Where driveway lengths are unusually long, gentle curves will enhance the overall appearance. Circular drives may enhance the appearance of your home's entrance; however, careful consideration should be given to functional usage and potential disturbance to nearby trees' root systems.

#### (7) Fences and Screens

Fences or screens should be used to screen air conditioning equipment, utility and garbage areas, patio and swimming pools. As with all elements, the fence should enhance, rather than detract from the overall appearance of the property. The Committee encourages the use of rough hewn woods, or natural plantings as fencing and screening materials.

**(8) Landscaping**

Proper landscaping adds the finish touch to your home. See Article V Section 18 of the Declaration of Covenants. We recommend that you obtain advice from a landscape architect or experienced landscaper and have a master planting plan prepared. This will serve as a guideline for initial as well as subsequent landscaping. Site planning and clearing should be accomplished, insofar as is feasible, in a manner which respects and preserves the existing natural trees, vegetation and land contours.

We encourage the use of native plant materials whenever possible and suggest that exotic horticultural varieties be limited to courtyards or other secluded areas. No trees may be planted that violate existing Village subdivision regulations.

Mulch, such as paygro, peat moss, or bark is a good investment to supplement plantings.

Such features as statues and chain link or wire fencing which are not harmonious with the natural setting will not be permitted. Grounds lighting fixtures should be carefully selected for compatibility. Such lighting should be subdued so as not to be objectionable to adjacent property owners.

**OTHER MATTERS****(1) Elevation**

The top elevation of the foundation is a decision which should be carefully evaluated by experienced personnel. The topographic characteristics of the homesite, elevation levels of neighboring homes, and the level of the crown of the street in front of the house are all factors which should be considered. The objective is to achieve positive drainage, display the home to maximum benefit, capture the best views from the interior and take advantage of any opportunities for effectively utilizing basement areas. In some instances it may be desirable to place additional fill dirt on the site to achieve these objectives. A designated member of the committee will meet on site with the owner and builder to consult on this matter.

**(2) Permits**

Before construction begins, it will be necessary to obtain permits from Village of Wayne, and other governmental authorities. No permits can be obtained unless you have first obtained the written approval of the Architectural Review Committee. It also will be necessary to make appropriate arrangements for connection of various utilities. These tasks are most frequently handled by your builder who is acquainted with the requirements. We recommend that you reach an understanding on this matter before signing a contract with your builder.

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**(3) Maintenance of Construction Site**

The general contractor is responsible for seeing that the construction site is continually maintained in a clear condition. We fully recognize the problems inherent in policing the clean-up of construction waste and its ultimate disposal. However, if the proper attention is regularly given to this matter, we will avoid the problems of unsightly conditions and refuse blowing on to other properties in the residential area.

**(4) Signage**

The general contractor may erect a sign with his name (and the owner's name, if desired) in accordance with Village ordinances. This sign must be removed immediately after completion of construction.

**(5) Protection of Trees**

No trees should be removed if at all possible, and cannot be removed until you have received a building permit from the Village. All plans submitted to the Architectural Review Committee or the Village must specify any tree proposed to be removed in excess of four inches in diameter measured at a height of two feet. Great care should be taken on wooded lots to protect the existing trees. Oaks have particularly sensitive root structures and may be killed by exposure of roots or heavy equipment working too close to the tree.

**(6) Employee Parking**

Contractors' employees should park on the construction site whenever possible. If it is necessary to park on roadways, please request that all vehicles be parked on the lane nearest the lot in a single line so as not to obstruct traffic for property owners and cause any damage to the shoulders and ditches. Avoid parking on the seeded shoulders, particularly during periods when ground conditions are wet. Any damage caused must be replaced by the general contractor or subcontractor and be restored to the original condition.

**(7) Plan Alteration**

The Committee realizes that during construction it may be advantageous to make minor adjustments to approved plans; however, before any changes are made, it is the responsibility of the property owner to present any alterations to the Architectural Review Committee for approval.

**(8) Guidelines Incorporated in Covenants**

It is intended that these Architectural Guidelines be incorporated in the Declaration of Covenants, Conditions and Restrictions as if fully set forth. In the event of any conflict between the Declaration and these Guidelines, the provisions of the Declaration shall control.

## SUMMARY OF POINTS FOR CONSIDERATION

1. The concept of architectural control and review is designed to benefit the owner and his neighbors by helping to protect and enhance property values.
2. The function of the committee is one of control yet an important part of their objective is to be as helpful to you as possible.
3. Feel free to discuss the contents of this pamphlet with the committee at any time, preferably in advance of final decisions on your part if any questions exist.
4. You will be rewarded with future satisfaction by paying careful attention to details in the initial planning of your home. Professional assistance, if used, will be a small percentage of overall costs yet can yield good dividends.
5. Reserve adequate funds in your budget to appropriately landscape the house.

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