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DUPAGE COUNTY RECORDER

FEB. 01, 2002

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R2002-034492

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

FOR THE

BRENTWOOD NEIGHBORHOOD ASSOCIATION

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**DECLARATION
OF
COVENANTS, CONDITIONS, RESTRICTIONS FOR
THE BRENTWOOD NEIGHBORHOOD ASSOCIATION**

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE
BRENTWOOD NEIGHBORHOOD ASSOCIATION**

This Declaration is made by Realen Homes, L.P., a Pennsylvania limited partnership ("Declarant") on January 25, 2002.

RECITALS:

A. Declarant is the owner in fee simple of a certain parcel of real estate in Bartlett, DuPage County, Illinois, and legally described in Exhibit "A" attached hereto and made a part hereof ("Property").

B. Declarant and Developer, as hereinafter defined, desire to develop a townhome residential development on the Property, known as Brentwood ("Development"). Declarant is desirous of submitting the Property, in whole, to the provisions of this Declaration.

NOW THEREFORE, Declarant hereby declares that the Property is, and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, conditions, restrictions, reservations, and easements ("Declaration") hereinafter set forth.

ARTICLE I
Declaration Purposes

1. General Purposes. The Declarant is the owner of the Property located in Bartlett, DuPage County, Illinois, and desires to create thereon a townhome residential development for future owners of lots and residences to be created upon the Property.

(a) The Declarant desires to provide upon the Property, through its planning and layout, the harmonious development of a townhome community by the imposition of the covenants, conditions, restrictions and easements, as hereinafter set forth, for the benefit of the Property and the Owners, as hereinafter defined, thereof.

(b) The Declarant, by the imposition of covenants, conditions, restrictions and easements and the reservation of certain powers unto itself, does intend to provide for the Property a plan for development which is intended to enhance and to protect the values of Declarant's townhome residential community ("Brentwood").

(c) The Declarant desires to protect the Owners of the Lots, as hereinafter defined, against such improper use of surrounding Lots as may depreciate the value of their property.

2. Declaration. To further the general purposes herein expressed, the Declarant, for itself, its successors and assigns, hereby declares that the Property, whether or not referred to in any deed of conveyance of such properties, at all times is and shall be held, transferred, sold, conveyed and occupied subject to the covenants and restrictions herein set forth. The provisions of this Declaration are intended to create mutual equitable servitude upon each Lot becoming subject to this Declaration in favor of each and all other such Lots; to create privity of contract and estate between the grantees of such Lots, their heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all such Lots becoming subject to this Declaration, and the respective Owners of such Lots, present and future.

ARTICLE II Definitions

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

(a) "Adjacent Owners" shall mean with respect to any two lots, the Owners of each of the two Dwelling Units which share a Party Wall.

(b) "Association" shall mean and refer to the Brentwood Neighborhood Association, an Illinois not for profit corporation, and its successors and assigns.

(c) "Board" shall mean and refer to the Board of Directors of the Association as constituted from time to time.

(d) "By-Laws" shall mean the By-Laws of the Association, as amended from time to time, which are attached hereto as Exhibit B and made a part hereof.

(e) "Community Area" shall mean all real property, which is legally described in Exhibit "C" attached hereto and made a part hereof, owned, to be owned or maintained by the Association for the common use and enjoyment of all members of the Association and such other uses thereto by way of easement or other grant from the Declarant, the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners.

(f) "Common Expenses" shall mean the expenses of administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Dwelling Unit Exteriors; the cost of additions, alterations, or improvements to the Dwelling Unit Exteriors; the cost of insurance required or permitted to be obtained by the Board under Article VI; any expenses designated as Common Expenses by this Declaration or the By-Laws; and any other expenses lawfully incurred by the Association for the common benefit of all of the Owners.

(g) "Declarant" shall mean Realen Homes, L.P., a Pennsylvania limited partnership and its successors and assigns, whether such succession of assignment applies to all or any part of the Property. Any such successor or assignee shall be deemed a Declarant and

entitled to exercise all or a portion of the rights of Declarant provided herein if designated as such by Declarant in any instrument recorded for such purposes.

(h) "Developer" shall mean Realen Homes, L.P., a Pennsylvania limited partnership and its successors and assigns.

(i) "Dwelling Unit" or "Unit" shall mean a townhome residence located on a Lot and intended for the shelter and housing of a Single Family, as hereinafter defined. Dwelling shall include any Structure attached or adjacent to the dwelling utilized for storage of personal property, tools and equipment and driveways, walkways, patios and landscaped area. Developer intends that each Lot which is made subject to this Declaration as part of the Premises shall be improved with a building consisting of a townhome residential unit which shares a wall with another residential unit located on an adjacent Lot (a "Party Wall"). The Party Wall, as extended, will be constructed on the lot line between the adjacent Lots. Each such Lot shall be a Dwelling Unit hereunder.

(j) "Dwelling Unit Exterior" shall mean the roof, chimney, foundation, steps, footings, crawl space, outer surfaces of exterior walls of the residence which is part of the Dwelling Unit, and all portions of the Dwelling Unit which are not improved with such residence, including, without limitation, the driveways, walkways, patios, decks and landscaped areas.

(k) "Lot" shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the Lot Deed conveying such Lot. A Lot may also be established by Declarant pursuant to the Subdivision Plat or by an instrument in writing executed, acknowledged and recorded by Declarant which designates a part of the Property as a Lot for the purposes of the Declaration.

(l) "Lot Deed" shall mean the deed of Declarant conveying a Lot to an Owner.

(m) "Member" shall mean and refer to every person or entity who holds membership in the Association.

(n) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include the Developer to the extent of the number of Lots owned by Declarant and also includes the interest of Developer or of Declarant as contract seller of any Lot.

(o) "Party Wall" shall mean a wall constructed on the Property between two townhome Units and lying partially within both Units used as a dividing wall between the two Units and as an exterior wall for each such Unit.

(p) "Property" shall mean and refer to the real estate legally described in Exhibit "A" attached hereto and made part hereof.

(q) "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, maintaining a common household in a Dwelling.

(r) "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.

(s) "Subdivision Plat" shall mean the Brentwood Plat of Subdivision as recorded or may be recorded at the Office of the Recorder of Deeds of DuPage County, Illinois and includes one or more phases or units thereof.

(t) "Village" shall mean the Village of Bartlett, DuPage County, Illinois.

ARTICLE III

Covenants and Restrictions Relating to Townhomes

1. Party Walls. The Owner of a townhome Dwelling Unit immediately adjacent to a Party Wall shall have the obligations and be entitled to the rights and privileges provided in these covenants and, to the extent not inconsistent with this Declaration, general legal principles governing Party Walls. Such Owners shall be governed by the following provisions relating to Party Walls:

(a) Rights in Party Wall. Each Owner of a Dwelling Unit which is adjacent to a Party Wall shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, repair and replace therein all pipes, conduit, and ducts originally located therein and all replacements thereof.

(b) Easements.

(i) The title of each Owner to the portion of each Party Wall within such Unit is subject to a cross easement in favor of the adjoining Owner for joint use of said wall.

(ii) Each Party Wall may be erected upon the line between the Units concerned, but it is recognized that errors may occur in the actual placement of said Party Walls during the course of construction. Accordingly, the right is hereby reserved to place each such Party Wall a distance of not more than 3 feet to either side of such line. Whenever an error with respect to the placement of any Party Wall of any Unit shall be found but said error is less than 3 feet in either direction from the line between the Units the legal description of the Units concerned may be changed or amended, and each of the Owners concerned shall without further consideration execute and deliver all such conveyances as may be necessary or appropriate, so as to place the line concerned directly underneath such Party Wall, or alternatively, each of the Owners concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate in order to place

each party in the same position as though such Party Wall were precisely situated upon the line between the Units intended.

(c) Repairing or Rebuilding.

(i) In the event it is necessary to repair or rebuild any Party Wall or portion thereof, the expense shall be divided equally between the two adjoining Owners. However, if such repairs or rebuilding are caused by the fault of one adjoining Owner, said Owner shall bear the full cost. If repairs or reconstruction are required only on that portion of a Party Wall falling entirely within a Unit, the cost shall be borne entirely by the Owner on whose side the damage occurred.

(ii) The easements created herein shall not terminate in the event of the destruction of any Party Wall. In the event of the destruction, any Owner who shall have reconstructed a Party Wall shall be entitled to recover from the adjoining Owner, upon demand, a sum equal to 50% of the cost of reconstruction, including foundations and necessary supports, except as provided in subparagraph (i) above.

(iii) Whenever any Party Wall or portion thereof shall be repaired or reconstructed, it shall be placed on the same line, be of the same size and constructed of the same or similar materials and of like quality as the wall being repaired or reconstructed.

(d) Change in Party Wall. Any Owner of a Dwelling Unit who proposes to modify, rebuild, repair or make additions to any structure upon his or her Dwelling Unit in any manner which requires the extension, alteration or modification of any Party Wall, shall obtain the prior written consent of the Adjacent Owner.

(e) Arbitration. In the event of a disagreement between Adjacent Owners with respect to their respective rights or obligations as to their Party Wall, upon the written request of either of said Adjacent Owners to the other, the matter shall be submitted to arbitration in DuPage County, Illinois, in accordance with the rules of the American Arbitration Association before an arbitrator agreed upon by the parties or selected as provided in the American Arbitration Association rules. The cost of such arbitration shall be allocated between the Owners by the arbitrator. The decision of the arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction.

2. Joint Connection of Utilities. The rights and duties of the Owners of Units with respect to sewer, water, electricity, gas, telephone and cable television shall be governed by the following:

(a) Wherever joint house connections of sanitary and storm sewer, water, electricity, gas, telephone or cable television lines are installed within the Property, and the connections, or any portion thereof, lie in or upon Units owned by others than Owner served by said connections, the Association and the Owners of any Unit served by said connection shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon Units or to have the utility companies enter upon the Units within the Property in or upon which said connection, or any portion thereof is located, to repair, replace and generally maintain

said connection as and when the same may be necessary as set forth below. If the Board deems the repair, replacement or maintenance of such connection to be any emergency, the Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Units served by such connection in the amounts the Owners would otherwise be responsible for under paragraphs (c) and (d) herein, and each such Owner, shall pay the Association (or its connecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board. Said assessment, if not so paid on the date when due, shall become delinquent and shall be a continuing lien on the Unit of such Owner and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in Article VII hereof for other assessments by the Association.

(b) Whenever joint house connections of storm and sanitary sewer, water, electricity, gas, telephone or cable television lines are installed within the Property and the connections serve more than one Unit, the Owner of each Unit served by said connection shall be entitled to the full use and enjoyment of such portion of said connections as services his Unit.

(c) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Unit being served by said connection, or any of his agents, guests or member of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner responsible therefor shall forthwith proceed to replace or repair the same to as good condition as formerly without cost to the other Owners served by said connection.

(d) In the event any portion of said connection or line is obstructed, damaged or destroyed by some cause other than the act of any of the Owners being served by said connection, his agents, guests or member of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or construction shall prevent the full use and enjoyment of said connection by the Owner of a Unit served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good condition as formerly at their joint and equal expense.

3. Modification of Dwelling Exterior. No townhome Dwelling Unit Exterior shall be changed in design, color, material, finish or otherwise and no material changes or additions shall be constructed or installed on any part of a Dwelling Exterior without the prior written consent of the Board. Violations by the Owner under this section may be remedied by the injunctive relief sought.

ARTICLE IV

Maintenance of the Dwelling Unit Exteriors and Property

1. Maintenance, Repair and Replacement of Dwelling Unit Exteriors. Except as otherwise specifically provided in this Declaration, maintenance, repair and replacement of the Dwelling Unit Exteriors shall be furnished by the Board as part of the Common Expenses.

2. Maintenance, Repair and Replacement of Dwelling Units.

(a) Each Owner shall furnish and be responsible, at his or her expense, for all of the maintenance, repairs and replacements within his or her Dwelling Unit and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit upon the request of an Owner and may charge a reasonable fee for such services.

(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit is necessary to protect the Dwelling Unit Exterior or any other portion of the Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and the cost thereof shall be a Common Expense. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

3. Additions, Alterations or Improvements.

(a) The Board may authorize and charge as a Common Expense additions, alterations, or improvements to the Dwelling Unit Exterior. Subject to the provisions of Section 6 of Article VII, the cost of any such work to the Dwelling Unit Exterior may be paid out of a special assessment. Any additions, alterations or improvements must be approved by the Village, except for routine maintenance of the Property or the replacement or repair of the property to return it to a condition that previously existed.

(b) Without the prior written consent of the Board, an Owner shall not make any additions, alterations or improvements to any part of the Dwelling Unit Exterior nor make any additions, alterations or improvements to his or her Dwelling Unit where such work alters the structure of the Dwelling Unit or increases the cost of insurance required to be carried by the Board hereunder. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner upon the Owner's agreement either (i) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (ii) to pay to the Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(i) Require the Owner to remove the addition, alteration or improvement and restore the Dwelling Unit Exterior to its original condition, all at the Owner's expense; or

(ii) If the Owner refuses or fails to properly perform the work required under (i), the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board, including any and all costs of collecting such charge, including reasonable attorney's fees; or

(iii) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

4. Damage Caused by Owner. If, due to the act of or the neglect of an Owner, a guest, tenant or other authorized occupant or invitee of such Owner, damage shall be caused to a part of the Dwelling Unit Exterior and maintenance, repairs or replacement shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Association.

5. Use Affecting Insurance. Nothing shall be done or kept in any Dwelling Unit which will increase the rate of insurance on the Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Dwelling Unit which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law.

6. Board's Access Easement and Right of Entry.

(a) The Board or its agents shall have a non-exclusive easement for access over and across: (i) the Dwelling Unit Exteriors in order to maintain, repair and replace the Dwelling Unit Exteriors, including snow removal and landscaping; (ii) the Lots in order to maintain, repair and replace the Perimeter Fences hereinafter described; and (iii) the Lots that contain entryway features in order to maintain, repair and replace the entryway features and landscaping.

(b) The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Dwelling Unit or Dwelling Unit Exterior when necessary in exercise of its authority under Section 2 or in connection with any maintenance, repair and replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, as a Common Expense.

ARTICLE V
General Restrictions

1. Land Use - Townhome Residential. All Lots shall be used only for townhome residences with Party Walls. Each Dwelling shall be used for private residential purposes only; provided, that no Owner shall be precluded from (i) maintaining his personal professional library therein, (ii) keeping his personal business records or accounts therein or (iii) handling his personal business or professional calls or correspondence therefrom.

2. Standards for Construction. All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the Village.

3. Nuisances. No noxious or offensive activity or trade shall be carried on, in or upon the Property, 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 conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot. No building shall be erected or maintained on any Lot for manufacturing, industrial or business purposes, excepting a temporary sales office.

4. Temporary and Other Structures. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Structure shall, except as otherwise herein provided, be located upon the Lots. No shed, outbuilding or other similar Structure shall be located on the Lots.

5. Lot Appearance. Each Lot shall be properly maintained and landscaped in such a way as to enhance the appearance of the Lot and the surrounding Lots and shall be neat in appearance and in good order. Seasonal flower beds or flower gardens may be planted on an Owner's Lot, as long as they are contiguous to the Owner's Dwelling Unit and maintained by the Owner. No person shall accumulate on a Lot junked vehicles, litter, refuse or other unsightly materials. Trucks, boats, recreational vehicles or trailers shall at all times be parked in the garage of the Dwelling Unit. Garbage shall be placed in receptacles provided therefore; and if outside, shall be properly screened. Vacant Lots shall not be used for the purpose of gardening and/or raising crops thereon.

6. Fences. No fence shall be commenced, erected or maintained upon the Property nor change or alteration therein be made except such fences as are installed and approved by the Declarant/Developer in connection with the initial construction upon the Property or, after the Turnover Date approved by the unanimous vote of the Board.

7. Decks. No deck shall be commenced, erected or maintained upon the Property nor change or alteration therein be made except such decks as are installed and approved by the Declarant/Developer in connection with the initial construction upon the Property or, after the Turnover Date approved by the unanimous vote of the Board.

The maintenance, repair and replacement of the decks located on the Property shall be the responsibility of the Association and at its expense, as hereinafter provided for.

8. Maintenance. The Association shall cause the Dwelling Unit Exteriors to be maintained, repaired and replaced at the expense of the Association, as hereinafter provided for, so that the appearance of the Dwelling Unit Exterior is substantially similar to its appearance when first constructed, ordinary unavoidable wear and tear excepted.

9. Vehicle Repair. The repair or body work on any motorized vehicle shall not be permitted except within the confines of the garage. Such repair or body work shall be on an occasional basis, during reasonable hours, and shall be on an Owner's vehicle only.

10. Construction Equipment and Parking. Following the construction of a Dwelling Unit and sale of the Lot by the Developer, all equipment used in subsequent clearing, excavation or construction, not rubber-tired, shall only be loaded or unloaded within the boundary lines of each Lot. No truck or commercial vehicle shall be permitted upon any Lot except when such truck or commercial vehicle is actually delivering or unloading personal property to and from the premises and except any truck or commercial vehicle which is restricted to the interior confines of the private garage. No private vehicles shall be continuously parked on the streets or roadways, but shall be kept on the driveway of the Lot, or in the private garage, it being the intention to prevent obstruction of the streets by continuous parking thereon.

11. Other Prohibited Matters.

(a) No animals other than inoffensive common domestic household pets such as dogs and cats shall be kept on any Lot and no Lot shall be used for the keeping of any bees, fowl or livestock, such as but not limited to sheep, cattle and pigs of any type or breed. The breeding or keeping of dogs or cats or other animals for sale or profit is expressly prohibited.

(b) The operation of "ham" or other amateur radio stations or the erection of any related communication antennae, electro-magnetic devices, or similar devices shall not be allowed. Television antennae of any kind shall be permitted, as long as such antennae are installed in the attic storage area of a Dwelling Unit. No communications discs or satellite dishes over 18 inches in diameter shall be permitted. Except as approved in writing by the Board, all communications discs and satellite dishes over 18 inches in diameter shall be located in the rear side of the Dwelling Unit and shall not be visible from the street.

(c) No above-ground or below-ground swimming pools shall be permitted on the Lots.

(d) No fruits or vegetables shall be planted or grown upon any part of a Lot.

12. Use During Construction and Sale Period. During the period of construction of the Dwelling Units on the Property by the Declarant, the Developer and Declarant, contractors and subcontractors and their respective agents and employees, shall without charge, cost or rent be entitled to access, ingress and egress to said Dwelling Units and Property as may be required in connection with said construction. During the period in which sales of Units by the Declarant or Developer and for a reasonable time after conveyance by Declarant or Developer of the last Unit, the Declarant or Developer may occupy or grant permission to any person or entity to occupy, with or without rental, one or more Units for business or promotional purposes, including all business activities of Declarant or Developer regardless of any connections with the herein described real estate, including promotional activities, sales offices, model Units for display and the like and may maintain customary signs in connection therewith; provided, that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner.

ARTICLE VI
Insurance/Rebuilding

1. Fire Insurance. The Board shall have the authority to and shall obtain insurance for the Dwelling Unit Exteriors against loss or damage by fire and such other hazards, as the Board may deem desirable, or as reasonably required by First Mortgagees, for the full insurable replacement cost of the Dwelling Units. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Owners of the damaged Dwelling Units. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interest of the Board, shall not be invalidated by any act of neglect of any Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, (iv) to the extent possible, shall provide that such policy shall not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' written notice to the First Mortgagee of each Unit Ownership, and (v) shall contain waivers of subrogation with respect to the Association, its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Dwelling Unit, First Mortgagees, the Declarant and the Developer or, alternatively, all such parties shall be named as additional insureds.

2. Insurance Trustee/Use of Proceeds. The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$50,000 in the aggregate, the Board shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Dwelling Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or any Owner of any Dwelling Unit so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Dwelling Units. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

3. Other Insurance. The Board shall also have the authority to and shall obtain the following insurance:

(a) Insurance on the Dwelling Units against all loss or damage from explosion of heating apparatus installed in, on or about said Dwelling Units, in such amounts as the Board shall deem desirable.

(b) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by an Owner occurring in, on or about the Dwelling Units or upon, in or about the streets and passageways and other areas adjoining the Dwelling Units, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and or property damage arising out of a single occurrence).

(c) Such workers' compensation insurance as may be necessary to comply with applicable laws.

(d) Employer's liability insurance in such amount as the Board shall deem desirable.

(e) Directors and Officers liability insurance.

(f) Such other insurance in such reasonable amounts as is required under the Act or the Board shall deem desirable. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

4. Owner's Responsibility. Each Owner shall obtain his or her own insurance on the contents of his or her own Dwelling Unit, the furnishings and personal property therein, and his or her personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Each Owner shall promptly report, in writing to the Board, all additions, alterations or improvements to his Dwelling Unit without prior request from the Board and shall reimburse the Board for any additional insurance premiums attributable thereto, and shall be responsible for any deficiency in any insurance loss recovery resulting from his failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions, alterations or improvements unless and until such Owner shall make such report and request the Board in writing to obtain such insurance, and shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

5. Waiver of Subrogation. Each Owner hereby waives and releases any and all claims which he may have against any other Owner, the Association, its directors and officers, the Declarant, the Developer, the manager and the managing agent, if any, and their respective employees and agents, for damage to the Dwelling Units, or to any personal property located in

the Dwelling Units, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

6. Repair or Reconstruction.

(a) In the case of damage by fire or other disaster to a portion of a Dwelling Unit (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used to repair or reconstruct the Damaged Improvement.

(b) In the event that the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement, then the Owner shall be responsible for the cost of repairing or reconstructing the Damaged Improvement in excess of the insurance proceeds.

ARTICLE VII

Brentwood Neighborhood Association

1. Creation and Purposes. The Developer shall form an Illinois not for profit corporation to be known as the Brentwood Neighborhood Association which shall provide for maintenance and operation of the Dwelling Unit Exteriors and in general to maintain and promote the desired character of the Property.

2. Board of Directors and Officers. The Association shall have a Board of not less than 3 directors who shall be elected by the Members of the Association at such intervals as the By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the By-Laws and that the first Board and subsequent Boards (until Developer has turned over control of the Association to the Members, as provided in Section 3 of this Article VII) shall be appointed by the Developer and shall be 3 in number. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the Articles of Incorporation or the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The By-Laws of the Association shall include such added provisions for the protection and indemnification of its officers and directors as shall be permissible by law. The directors and officers of the Association shall not be liable to the Owners or others for any mistake of judgment or any acts or omissions made in good faith as such directors or officer. The Owners shall indemnify and hold harmless each of such directors or officers against all contractual liability arising out of contracts made by such directors or officers on behalf of the Owners of the Association, unless any such contracts shall have been made in bad faith or contrary to the provisions of this Declaration. The liability of any Owner arising out of any such contract made by the Board or officers or out of the aforesaid indemnity in favor of the directors or officers to the extent not covered by insurance, shall be limited to such Owner's proportionate share of the total liability.

3. Turnover Date. The Developer shall through the Board appointed by it in accordance with Section 2 of this Article, exercise control over all Association matters, until the first to occur of (a) 3 years from the date of this Declaration, (b) the individual sale and conveyance of legal or equitable title to 75% of the Lots to Owners other than Declarant, or (c) Developer elects to voluntarily turn over to the Members the authority to appoint the Board, which election it shall evidence by directing the Declarant to execute an instrument setting forth its intention to so turn over its authority hereunder. The date upon which the authority to appoint the Board passes to the Members shall be hereinafter referred to as the "Turnover Date".

4. Membership and Voting.

(a) Every person or entity who is record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Declarant from membership while it or its successors in interest, if any, owns one or more Lots.

(b) From and after the time that the Developer has relinquished its authority to appoint the directors as hereinabove provided, each Member shall be entitled to one (1) vote on each matter submitted to a vote of Members for each Lot owned by him or it, provided, that where title to a Lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. When more than one person holds such interest in any Lot, all such persons shall be Members.

5. Powers and Duties of the Association. The Association, through the Board, shall have the following powers and duties:

(a) Maintain, repair and replace: (i) the Dwelling Unit Exteriors, including but not limited to driveways and entry sidewalks, but not perimeter sidewalks, if any; (ii) the parking stalls and service sidewalks; and (iii) the private roadway adjacent to Brentwood known as Quincy Bridge Road, pursuant to the terms of the Declaration dated as of June 19, 2001 and recorded on July 6, 2001 as Document No. R2001-136634 by Illini Partners VII Limited Partnership (the "Illini VII Declaration") and referred to as the "Common Driveway."

(b) Maintain, repair and replace the landscaping and improvements in Outlot A in the Illini VII Unit 2 Subdivision, forming part of the Community Area, pursuant to the terms of the Illini VII Declaration, and referred to as the "Detention Parcel" in the Illini VII Declaration and in the Dwelling Unit Exterior, pursuant to terms of this Declaration and Master Landscaping Plan.

(c) Provide for snow removal for: (i) service and entry sidewalks, parking stalls and driveways lying in the Dwelling Unit Exterior; and (ii) the private roadway known as Quincy Bridge Road, pursuant to the terms of the Illini VII Declaration.

(d) In the event the Association fails to fulfill such responsibilities, the Village may, but shall not be obligated to do so, and the costs thereof may be recorded as a lien on the title to all Lots, which may be foreclosed by court action initiated by the Village and in addition, the Village may bring an action at law against the Owner or Owners of record of such Lots.

(e) Have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a person or firm appointed as a manager or managing agent shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association after such appointment.

(f) Establish and maintain a working capital and contingency fund in an amount to be determined by the Board.

(g) At its option, mow, care for, and maintain vacant and unimproved property and remove rubbish from same and to do any other things necessary or desirable in the judgment of the Board to keep any vacant and unimproved property and parkways in the Property neat in appearance and in good order. The foregoing rights shall not apply to any Lot or other portion of the Property owned by Declarant.

(h) Make such improvements to the Property and provide such other facilities and services as may be authorized from time to time by the affirmative vote of 2/3 of the Members of the Association acting in accordance with By-Laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping the Property a highly desirable residential community.

(i) Exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Voting Members by the Articles of Incorporation, the Declaration or By-Laws.

(j) Adopt reasonable rules and regulations to implement the intent of this Declaration, and the power to assess fines and recover attorneys' fees and collection or litigation costs in enforcing this Declaration or any such rules and regulations. Such rules and regulations shall include but are not limited to rules and regulations regarding the size, type of material and location of fences, walls, buildings or other structures or improvements except for Dwelling Units, whether original or a replacement, temporary or permanent, located on any Lot. All such improvements subject to rules and regulations of the Association must comply with all applicable Village ordinances if, and to the extent there is any conflict between this Declaration, the rules and regulations implemented by the Board and the provisions of any ordinances, codes, rules and regulations of the Village, then such conflict shall be resolved by the application of the more stringent provision as among this Declaration, the rules and regulations and such ordinances, codes, rules and regulations of the Village.

- (k) Carry out the terms of the Illini VII Declaration.

6. Maintenance Assessments.

(a) Developer shall collect, from each initial purchaser of a Lot at the closing of the sale of such Lot: (i) the sum of \$100, which shall be allocated as a "Contingency and Replacement Reserve" for the Association to be utilized for repair and replacement of capital improvements made or to be made on the Common Property; (ii) an initial working capital contribution to the Association in an amount equal to 2 months' Annual Assessment at the rate in effect with respect to the Dwelling Unit as of the closing, which amount shall be held and used by the Association for its initial working capital needs; (iii) an insurance fund contribution to the Association in the amount of \$144, which amount shall be held and used by the Association for its initial insurance needs; and (iv) the pro rata amount of the Annual Assessment due for the portion of such month following the closing, which assessment amount shall be determined by the Board.

After the Turnover Date, the Developer shall assign to the Association all proceeds of the Contingency and Replacement Reserve to be applied by the Association for the purposes set forth in the preceding paragraph. The Declarant and Developer shall have no right to utilize any of funds received from an initial purchaser prior to the Turnover Date. All of the above collected funds, except the Contingency and Replacement Reserve, may be used for, but not limited to, maintenance, snow removal and landscaping as described in Section 5(e) above and the insurance expenses described in Section 9 of this Article.

(b) Each Owner, by acceptance of a deed or other conveyance from the Declarant, its successors or assigns, is deemed to covenant and agree to pay to the Association annual assessments or charges and special assessments for capital improvements and unforeseen expenses, to be collected from time to time as hereinafter provided in this Declaration, together with By-Laws of the Association. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them. The assessments to be utilized for expenses and purposes hereunder shall be allocated equally among all Owners other than Declarant.

(c) The assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Dwelling Unit Exteriors ("Maintenance Assessments"). Such uses shall include, but are not limited to, the cost of the Association of all taxes, snow removal, insurance, repair, replacement and maintenance and other charges required by the Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, replacements, taxes, and other charges as specified herein.

(d) In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement within the Dwelling Unit Exteriors, including the necessary fixtures and personal property related thereto, if any.

(e) Both annual and special assessments must be fixed at a uniform amount for all Lots. Annual assessments shall be collected, in advance, on a monthly basis.

(f) The annual assessments provided for herein shall commence on the date of closing. The Board shall fix the amount of the annual assessment of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. The assessment relating to any Lot conveyed by Declarant to a third-party purchaser shall be payable as follows: The Owner shall pay to Declarant (for delivery to the Association) the pro rata amount of the annual assessment due for the proration of such month following the closing. The Association shall upon demand at any time furnish a Certificate in writing signed by an Officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

(g) Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within 15 days after the due date, the assessment shall bear interest for the date of delinquency at the rate allowed by law or 18%, whichever is less, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or statute now or hereafter effective, the amount of any delinquent and unpaid charges or assessments and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against real estate. Each Owner, by such Owner's acceptance of a deed to a Lot, hereby expressly vest in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens. In addition, if any Owner shall default in the payment when same shall be due, of the aforesaid charges or assessments and default shall continue for 30 days after notice to the Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare the default a Forcible Detainer of the Dwelling and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot and the Dwelling from the defaulting Owner, to put out the Owner, or any occupant or tenant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under the circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer provisions of the Illinois Compiled Statutes Annotated, as amended from time to time.

(h) The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed on the Lots prior to the effective dates of such liens. In the event of the issuance of a deed, pursuant to the foreclosure of such

prior mortgage or in lieu of such foreclosure, the grantee of such deed shall take title free and clear of any lien herein provided which may accrue prior to the recording to such deed.

(i) The regular yearly assessment shall be determined by the affirmative vote of 2/3 of the Board of the Association.

7. Provisions in Effect if Dissolution. All Owners, by acceptance of a deed to a Lot, covenant and agree that in the event the Association shall be dissolved, all restrictions and obligations created herein shall remain in full force and effect.

8. Insurance.

(a) The Board shall also have the authority to and shall obtain comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and workers' compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner, the Association, its officers, members of the Board, the Declarant, and their respective employees and agents from liability and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authority. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be common expenses payable out of the proceeds of the assessments required by and collected in accordance with Section 6 of this Article.

(b) The Association shall be further responsible for maintaining such policies of insurance for the Dwelling Unit Exteriors against damage to or destruction of Dwelling Units by fire or other casualty and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable and may also obtain such other kinds of insurance as the Association shall from time to time deem prudent. Upon request, the Board shall furnish unto the Village copies of certificates of insurance or other adequate evidence of such insurance as the Association is required or authorized to maintain by the provisions hereof.

9. Interim Procedure.

(a) Until each of the various Lots shall have been conveyed by the Declarant to the first Owner thereof (or to such Owner's nominee) the Developer shall, with respect to each such unsold Lot, have all of the rights granted to the Owners.

(b) Until the Association shall have been organized and shall have assumed its duties and powers, the Developer shall have all the rights, powers, duties and obligations herein granted to, or imposed upon, the Association and shall be authorized and empowered to take all such actions as the Board would have been authorized and empowered to take if the Association had then been formed. Alternatively, until the initial meeting of the Members, the Developer may appoint the Board (as more fully provided in Section 2 of this Article) which shall have the same powers and authority as given to the Board generally.

(c) Developer shall be entitled at all times to conduct sales of Lots from the Property and shall have the right, for itself and its agents, employees, guests and invitees, to utilize roads, streets, Common Property and all other portions of the Property, excluding sold Lots, for such purposes until all Lots in the Property are sold. Developer may at all times utilize signage, lighting and establish sales offices and model homes as required to conduct its sales and marketing of the Development.

ARTICLE VIII VILLAGE OF BARTLETT RIGHTS

Easements. The Village of Bartlett ("Village") is hereby granted the right and easement of access over, across and through the Property for any purposes reasonably related to the proper exercise of the rights and powers of the Village, including without limitation, the right and easement to come upon the Property to install, lay, construct, renew, operate, maintain, repair and replace lines, pipes, pumps and other equipment (including housings for such equipment) into, over, under, along and through the Property for the purpose of providing water, storm sewer and sanitary sewer services and storm water detention areas, if any, to the Property or any part or parts thereto and to adjacent property. The rights granted to the Village hereunder are not to be construed as obligations of the Village.

Notwithstanding anything in this Declaration to the contrary, any amendment of this article, pursuant to Sections 6 or 7 of Article X must be approved in writing by the Village, which approval shall not be unreasonably withheld. In addition, the Village shall have the right to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the rights above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. In the event the Village is required to bring legal action to enforce its rights under this article, then it shall be entitled to damages and costs, including reasonable attorney's fees, if it prevails.

ARTICLE IX DEVELOPER'S RESERVED RIGHTS

1. In General. In the event of conflict between any rights or powers reserved of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, Declarant's rights under this Article shall terminate at such time as the Declarant is not longer vested with or controls title to a portion of the Property.

2. Promotion Efforts. Declarant shall have the right, in its discretion, to maintain on the Property model Units, sales and leasing offices, displays, signs and other forms of advertising and, to the extent not prohibited by law, to come upon any portion of the Property for the purpose of showing the Property to prospective purchasers or lessees of Units, all without the payment of any fee or charge whatsoever. The Declarant shall have a non-exclusive access easement over and across the roads and walkways located on the Property for ingress and egress to and from those portions of the Brentwood Neighborhood Area and this Declaration in order to

exercise the rights reserved under this section and Section 3 below. The Declarant shall have the right and power to sell or lease a Unit to whomever it chooses on whatever terms it, in its sole discretion, shall deem appropriate.

3. Construction. Declarant, its agents and contractors shall have the right to come upon the Property for the purpose of making alterations or improvements to the Property and shall have the right to store equipment and materials used in connection with such work on the Property without payment of any fee or charge whatsoever.

4. Control of Board. Until the initial meeting of the Owners (which shall occur no later than the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, title, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by this Declaration or the By-Laws shall be held and performed by the Declarant. The Developer may hold and perform such rights and obligations through the Board which, prior to the initial meeting, shall consist of 3 individuals designated by the Declarant from time to time. If the initial Board of Directors is not elected by the Owners at the time so established, the Declarant or Directors designated by the Declarant shall continue in office for a period of 30 days whereupon written notice of resignation shall be sent to all Unit Owners entitled to vote at such election. Prior to the Turnover Date, the Developer may appoint from among the Owners 3 non-voting counselors to the Board, who shall serve at the pleasure of the Developer.

ARTICLE X General Provisions

1. Covenants Run With Land. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of 20 years from the date this Declaration is recorded, after which time such covenants and restrictions shall be automatically extended for successive periods of 20 years, subject to amendment as hereinabove set forth.

2. Perpetuities and Other Invalidity. If and to the extent that any of the covenants or restrictions would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of 21 years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of William J. Clinton, President of the United States and George Ryan, Governor of Illinois.

3. Rerecording of Declaration. If at any time or times the Board shall deem it necessary or advisable to rerecord this Declaration or any part hereof in the Office of the Recorder of Deeds of DuPage County, Illinois in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein contained under any of the provisions of Chapter 83 of the Illinois Compiled Statutes Annotated presently in force

commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members of the Association called upon not less than 10 days notice, and unless at such meeting at least 2/3 of such Members shall vote against such rerecording, the Association shall have, and is hereby granted power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of the Owners and the rerecorded document executed and acknowledged by each of them.

4. Binding Effect. Each grantee of Declarant by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the land, and shall inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, and the rights described in this Section 4 or described in any other part of this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such Lot ownership as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

5. Power to Enforce. Developer, Association and each Owner or Owners of any of the Property from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of, the covenants and restrictions above set forth, or any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built (or whenever there is being built) on any Lot in the Property and Structure which is and remains in violation of the covenants above set forth, or any of them, for a period of 30 days after actual receipt of written notice of such violation from Declarant or the Association by the Owner of such Lot, then Developer and Association shall have, in addition to the foregoing rights, the right to enter upon the property where such violation exists and summarily abate or remove same and such action shall not be deemed a trespass. In no event shall the failure of Developer, Association or such Owners to enforce any of the covenants herein set forth due to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

6. Amendment by Owners. Subject to the provisions of Section 7 of this Article, the record Owners in fee simple of the Lots in the Property may, by a 2/3 written vote of all Voting Members revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may release from any part or all of such covenants all or any part of the real property subject thereto. Any such change or changes may be made effective at any time by the Developer, so long as Declarant owns any Lots in the Development, and the Owners of at least 2/3 of the Lots not owned by Declarant consent thereto. Any such change or changes may be made effective at any time by the Developer, so long as Declarant owns any Lots in the Development, and the Owners of at least 2/3 of the Lots not

owned by Declarant consent thereto. Any such changes shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting Owners, certified by the Secretary of the Association and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois.

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

In addition, a Special Amendment shall be also deemed to include, until the Turnover Date, such amendment to this Declaration as Declarant elects to record at any time and from time to time for any other purpose, so long as such amendment will not materially impair the rights of the Owners hereunder or materially increase the expenses to be borne by them hereunder. In furtherance of the foregoing, a power coupled with an interest, is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each mortgage, trust deed, other evidence or obligation, or other instrument affecting a Lot and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall terminate at such time as the Declarant no longer holds or controls title to any Lot.

8. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for development.

9. Titleholding Land Trust. In the event title to any Lot is conveyed to a titleholding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment 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. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply, in whole or in part, against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Lot.

10. Captions and Headings. All articles and section headings set forth herein are intended for convenience only and shall not be given or construed to have any substantive effect on the provisions of this Declaration.

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

12. Assignment by Declarant. At any time or times Declarant may assign any or all of its rights conferred on it as set forth in this Declaration and upon its execution of any assignment by Declarant, it shall be relieved from any liability arising from the performance or non-performance of such rights or obligations.

13. Notices. Each Owner of a Lot shall file the correct mailing address of such Owner with Declarant and shall notify Declarant promptly in writing of any subsequent change of address. Declarant shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any Owner at the last address filed by such Owner with Declarant shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

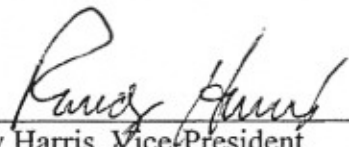
14. Number and Gender. The singular shall include the plural wherever the Declaration so requires, and the masculine shall include the feminine and neuter and vice versa.

15. Strict Interpretation. In the event provisions in this Declaration and provisions of a Village Ordinance apply to a situation, then the more restrictive provision shall apply.

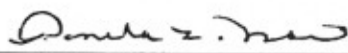
IN WITNESS WHEREOF, the Declarant has caused this instrument to be executed on the date first set out above.

Realen Homes, L.P.

By: _____


Randy Harris, Vice President

ATTEST:

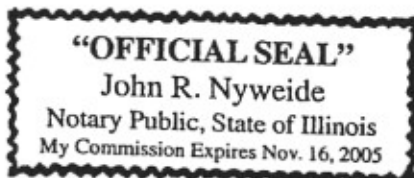

Pamela Moros, Assistant Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, John R. Nyweide, notary public in and for said county and state aforesaid, do hereby certify that Randy Harris, Vice President of Realen Homes, L.P., and Pamela Moros, Assistant Secretary thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said limited partnership, for the uses and purpose therein set forth.

GIVEN under my hand and Notarial Seal this January 25, 2002.

SEAL



John R. Nyweide

Notary Public
My commission expires: 11/16/05

This instrument was prepared by and mail after recording to:

John R. Nyweide
McBride Baker & Coles
500 W. Madison Street, 40th Floor
Chicago, IL 60661-2511
312.715.5740
312.993.9350 (fax)

Property Index Nos. ~~01-16-200-006/-023/-024~~ underlying land

Address of Property: Lots 1-43 and 45 in the Brentwood Resubdivision
and Outlot A in the Illini VII Unit 2 Subdivision
Bartlett, Illinois

Vacant Land west of Route 59 and
North of Schick Road, Bartlett, IL

EXHIBIT A
TO THE DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE BRENTWOOD NEIGHBORHOOD ASSOCIATION

The "Development Area" as defined in the Declaration is legally described as follows:

LOTS 1 TO 43, INCLUSIVE AND LOT 45 IN THE BRENTWOOD TOWNHOMES RESUBDIVISION, BEING A RESUBDIVISION OF ILLINI PARTNERS VII UNIT 2 SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 18, 2001 AS DOCUMENT NO. R2001-119453, IN DUPAGE COUNTY, ILLINOIS.

- and -

OUTLOT A OF ILLINI PARTNERS VII UNIT 2 SUBDIVISION BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 2001 AS DOCUMENT NO. 2001-118436, IN DUPAGE COUNTY, ILLINOIS.

-and-

THAT PART OF LOTS 5 AND 6 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE MOST SOUTHERLY CORNER OF WOODLAND HILLS UNIT ONE PER DOCUMENT NO. R89-145753 RECORDED NOVEMBER 17, 1989, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SCHICK ROAD AS DEDICATED BY DOCUMENT R89-145749; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 589.55 FEET, AN ARC DISTANCE OF 179.88 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SCHICK ROAD AS DEDICATED PER DOCUMENT NO. R89-145749 AND ALSO BEING ON THE NORTH LINE OF WOODLAND HILLS UNIT 11-A PER DOCUMENT R96-143468; THE FOLLOWING 3 COURSES BEING ON THE EAST LINE OF SAID WOODLAND HILLS UNIT 11-A; THENCE SOUTH 20 DEGREES 22 MINUTES 12 SECONDS WEST, 384.96 FEET (SOUTH 20 DEGREES 21 MINUTES 14 SECONDS WEST, 385.00 FEET RECORD); THENCE SOUTH 01 DEGREE 10 MINUTES 51 SECONDS EAST, 318.31 FEET (SOUTH 01 DEGREE 11 MINUTES 49 SECONDS EAST, 318.31 RECORD); THENCE SOUTH 20 DEGREES 22 MINUTES 13 SECONDS WEST, 7.91 FEET (SOUTH 20 DEGREES 21 MINUTES 14 SECONDS WEST, 7.70 FEET RECORD) TO THE SOUTH LINE OF LOTS 5 AND 6 OF SAID SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16; THENCE NORTH 89 DEGREES 20 MINUTES 00 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 659.28 FEET (NORTH 89 DEGREES 18 MINUTES 22 SECONDS EAST RECORD) TO THE WESTERLY RIGHT OF WAY LINE OF STATE OF ILLINOIS ROUTE NO. 59 PER CASE 92ED-58; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE, 82.12 FEET; THENCE NORTH 69 DEGREES 38 MINUTES 46 SECONDS WEST, 214.00 FEET; THENCE NORTH 20 DEGREES 21 MINUTES 14 SECONDS EAST, 208.18 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF SCHICK ROAD; THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING A CURVED LINE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 570.87 FEET, AN ARC DISTANCE OF 259.14 FEET (THE CHORD OF SAID ARC BEARS NORTH 59 DEGREES 18 MINUTES 15 SECONDS WEST, 256.92 FEET); THENCE NORTH 46 DEGREES 02 MINUTES 14 SECONDS WEST, 278.73 FEET (NORTH 46 DEGREES 19 MINUTES 03 SECONDS WEST, 277.86 FEET RECORD); THENCE NORTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, BEING A CURVED LINE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 589.55 FEET AN ARC DISTANCE OF 10.92 FEET (10.93 FEET RECORD) (THE CHORD OF SAID ARC BEARS NORTH 45 DEGREES 46 MINUTES 15 SECONDS WEST) TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALSO KNOWN A LOT 2 IN ILLINI PARTNERS SUBDIVISION

[LEGAL DESCRIPTION SUBJECT TO CHANGE]

Declarant reserves the right to amend, change or modify the legal description of the Development Area.