28-32-428

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

CHESTNUT HILLS ASSOCIATION

This Declaration, made on the date hereinafter set forth, is made by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust No. 32647, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain land in the Village of Flossmoor, County of Cook, State of Illinois, legally described in Exhibit A, which is attached hereto and made a part hereof and is hereinafter referred to as the "Proposed Development Area"; and

WHEREAS, Declarant proposes to develop the Proposed Development Area as a planned development called "CHESTNUT HILL" in several successive stages and to cause certain portions of said land to be subjected to the covenants, conditions, easements, restrictions, charges and liens herein provided for the purpose of preserving and enhancing the value of said land and for the benefit and enjoyment of the persons residing therein; and

WHEREAS, Declarant has formed or is about to form the CHESTNUT HILL ASSOCIATION under the Illinois General Not-For-Profit Corporation Act; and

WHEREAS, Declarant may from time to time, for the purposes hereinabove enumerated convey certain portions of the Proposed Development Area to the CHESTNUT HILL: ASSOCIATION.

NOW, THEREFORE, Declarant hereby declares that any of the land in the Proposed Development Area may be subjected to this Declaration pursuant to Article II, Section 2 hereof. Any and all land so subjected shall be transferred, held, sold conveyed and accepted subject to the following rights, covenants, easements, restrictions, conditions, burdens, uses, privileges, charges and liens which shall:

 exist at all times hereafter among all parties having or acquiring any right, title or interest in any portion of the Properties made subject to this Declaration;

2) be binding upon and shall inure to the benefit of all persons having any right, title or interest therein or any part thereof, and their respective heirs, legates, personal representatives, successors and assigns; and

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3) run with the land subjected to this Declaration.

ARTICLE I

Definitions

The following words, when used in this Declaration, any Supplemental Declaration or Related Declaration covering portions of the real property within the Proposed Development Area shall have the following meanings.

Section 1. Chestnut Hills Association shall mean and refer to the Chestnut Hills Association, line, sometimes referred to as the Association, an Illinois not for profit corporation presently in existence or about to be organized, its successors and assigns, for the purpose of maintaining and regulating the development of land owned by Declarant designated as the Proposed Development Area.

Section 2. Properties shall mean and refer to any land within the Proposed Dovelopment Area as may hereafter be subjected to this Declaration, any Supplemental Declaration or Related Declaration under the provisions of Article II hereof.

Section 3. Common Areas shall mean and refer to the Properties owned or to be owned by the CHESTNUT HYLL ASSOCIATION intended for the common use and enjoyment of all Members of the Proposed Development Area and so designated on any plat of subdivision of the Properties.

Section 4. Restricted Common Area shall mean and refer to the land designated as such on any plat of subdivision of the Properties and which shall be reserved for the exclusive use of designated residents of Living Units as hereinafter provided.

Section 5. **Residential Common Area** shall mean and refer to the land adjacent to the Multi-family Residence Area and designated "Residential Common Area" on any plat of subdivision of the Properties.

Section 6. Lot shall mean and refer to any plot of land used or intended for residential, including garage use now or hereafter shown upon any recorded subdivision plat of the Properties, specifically excepting the Common Area, the Residential Common Area and the Restricted Common Area. Lots may be designated as "Townhouse Lots", "Multi-family Lors" or "Garage Lots" by the

Section 7. Living Unit shall mean and refer to any portion of a building situated upon the Properties constaring of a group of rooms designed or intended for use and occupancy exclusively as living quarters for one functly, together with appurtenant structures.

Section 8. Condominium Unit whall mean and refer to say Living Unit located on any Lot in the Properties or any additions thereto which are effectively submitted to the provisions of the Condominium Property Act of the State of Illinois as amended from time to clime.

a) Carage Unit shall mean and refer to any portion of a building satuated upon the Properties designed and intended to be used to store, house and garage automobility and other personal property of the Owner of a Living Unit, or such other uses permitted by this Benlaration, and having lawful access to a public way.

Section 9. Comer shall mean the record owner, whether one or more persons or entities, or a fee simple title to any lot or living Unit which is a part of the Properties, including contract sellers; but, notwithstanding any applicable theory of mortgage, the definition shall not mean or refer to the mortgagee or any other person or entity having such an in areast merely as security for the performance of an obligation unless and until such mortgagee or secured party has acquired title pure at to foreclosure or any proceedings in lieu of foreclosure.

Section 10. Multi-family Residence Areas shall mean and refer to all real property consisting of one or more Multi-family lots used or intended for multiple dwelling residential uses.

Section 11. Multi-ramily Structure shall mean and refer to any building containing two or more living units under one roof and situated on a Multi-tamily Lot.

Section 12. Townhouse Residuance Areas shall mean and refer to all reporty consisting of one or more Townhouse Lots and used or intended for townhouse dwellings for residential uses.

a) Garage Areas shall mean and refer to all real property consisting of one or more Garage Lots and used or intended for garage and related uses.

Section 13. Condominium Association shall mean or refer to any condominium association formed pursuant to a Declaration of Condominium Ownership and under which a portion of the Properties or any additions thereto which are effectively submitted to the Condominium Property Act of the State of Illinois as amended from time to time.

Section 14. Other Association shell-mean and refer to an association of Ochers of Notes or Living Units, whether or not incorporated, other phones Condominium Association as defined in Section 13 hereindove and the Objection Tille Association.

Saction 15. Family shall mean and refer to one or more persons, each related to the other by blood, marriage, or law, and including foster children, together with such relative's respective spouses who are living together in a single Living Unit and maintaining a common household; or up to and including three (3) persons not so related, providing that such unrelated persons maintain a common household in a single Living Unit.

Section 16. Declarant shall mean and refer to American National Bank and Trust Company of Chicago, as Trustee under Trust No. 32647, and its successors on assigns.

Section 17. Proposed Development Area shall mean and refer to certain real property located in the Village of Flossmoor, Cook County, Illinois, and hereinafter legally described in Exhibit A which is attached hereto and made a part hereof.

Section 18. General Plan of Development shall mean and refer to the method by which the Declarant proposes to subject Proporties within the Proposed Development Area to this Declaration, provided, however, that neither the General Plan of Development nor any other provision of this Declaration shall require the Declarant to subject any of the Proporties to this Declaration.

ARTICLE II

Property Subject to r'is Beclaration Additions Thereto

Section 1. Subject Property. The real property which may be made subject to this Declaration must be situated within the Proposed Development

Section 2. Staged Development Procedure. Declarant, its successors and assigns may cause properties situated within the Proposed Development Area to be subjected in successive stages to this Declaration or any Supplemental Declaration thereto in accordance with the following terms and conditions:

n) Such additions shall be in accord with the General Plan of Development prepared prior to the sale of the first Lot and made known to every purchaser (which may be done by brochure delivered to each purchaser) prior to closing each sale. The General Plan of Development shall reflect:

(). An indication of the location of the proposed land uses for each area within the Proposed Development Area;

- ii) Approximate size and location of the Common Areas;
- (ii) The general nature of common facilities and improvements proposed; and
- iv) Provision for assessment of expenses for each type of living unit within the Chestnut Hills Association prior to filing a specific declaration on any land within the Proposed Development Area.
- b) The additions authorized under this subsection or any other subsection shall be made by filing of record a Supplemental Declaration of Covenants, Conditions and Restrictions with respect to the additional property and which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

Such Supplemental Declaration may contain complementary additions and modifications of covenants, conditions, easements, restrictions, charges and lieus contained in this Declaration as may be necessary to reflect the different design character, if any, of units within the additional property, provided they are not inconsistent with the scheme of this overall Declaration. In no event, however, shall any such Supplemental Declaration revoke, modify or add to the covenants established by this Declaration with respect to any stage of the Proposed Development Area subject to these restrictions by Supplemental Declaration without the proper consent of the Owners therein, as provided hereinsfeer.

c) Prior to the conveyance of any Lot in any succeeding stage of Chestnut Hills, fee simple title to any Common Areas hocated thereis shall be conveyed to the Chestnut Hill Association, free and clear of all encumerances and liens, except current real property taxes, which taxes shall be pro-rated to the date of conveyance them of record, including those set forth in the aforesaid Declaration, Supplemental Declaration or similar instrument.

Section 3. Margers. Upon a merger or consolidation of the Chestuut Hill Association with another association, as provided in its Articles of Incorporation, the property, rights and obligations of the Chestuut Hill Association may, by operation of law, be transferred to another surviving or consolidated

association or, alternatively, the properties, rights and obligations of entire association may, by operation of law, be added to the property, rights and obligations of the Chestnut Hills Association as a serviving corporation pursuant to a merger. The surviving or consolidated association way administer the coverants and restrictions established by this Decleration for the properties subjected hereto, together with the coverants and restrictions established upon any other properties no one scheme. Ho such merger or consolidation, however, shall effect any revocation, change or addition to the coverants established by this Decleration within any Properties subjected hereto, except as hereinafter provided.

Section 4. Time Limit. Any annexation pursuant to Section 2 of this Article shall be made within seven (7) years from the date this Declaration is recorded.

ARTICLE III

Chestnut Hill Association Automatic Membership Voting Rights

Section 1. Membership.

- a) Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Living Unit which is subject to assessment by the Chestnut Hill Association by covenants of record shall be a member of the Chestnut Hill Association, provided, however, that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member.
- b) Membership in the Chestnut Hill Association shall be automatic, appurtenant to and inseparable from ownership of any Lot or Living Unit. whether or not such membership is made a part of, incorporated by reference, or expressed in any deed or other conveyance of such Lot or Living Unit.
- Section 2. Voting Rights. Voting rights of the members of the Chestnut Nill Association shall be vested in an individual who shall represent the Own of any Lot of Unit.

Section 3. Voting. Whenever a vote of the members of the Chestnut Hill Association is required, votes shall be cast only by the individual representing the Owners. Each individual may cast his votes in such manner as he shall determine. Unless otherwise stated, a simple majority of the votes represented at any meeting shall be required to carry any motion.

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Section 4. Members: No person may vote unless he is a mamber of the Chestnut Hill: Association or a member of a family, except as hereinafter provided in Section 6 of this Article.

Section 5. <u>Board</u>. The Board of Chestnut Hill Association shall constat of seven (7) members classed by cumulative voting but otherwise pursuant to the provisions of Section 6 of this Article, subject, however, to the Declarant's rights to designate those persons who shall act as directors of the Roard prior to the first annual meeting of the Chestnut Hill Association.

Section 6. Class Voting.

a) Classes. Class A members of the Chestnut Hill: Association shall consist of Owners of Lots or Living Units whose title is derived directly or indirectly from the Declarant. One vote shall be allocated to such Class A members for each Lot or Living Unit owned.

The Class B members of the Chestnut Mill Association shall be the Declarant. Nine (9) votes shall be allocated to the Class B member for each Lot or Living Unit owned.

b) Special Class of Non-Voting Membership. The Village of Flossmoor, filinois, by and through any of its executive officials, shall be a non-voting member of the Association, capable of attending meetings and expressing opinions at the general meetings. However, the Village, by and through any of its designated officials, shall not have authority or power or the ability to in any way direct, influence, or control the votes of the voting members or any functions of the Association.

In the event that the non-profit organization becomes incapable of acting (as determined by a court of law), then the Village shall have enforcement rights under Article XIII, Section 1, but only during the time that such organization is incapable of self-management as provided above.

- c) Termination of Classes. The Class B membership, subject to the provisions of Section 7 of this Article III, shall terminate and be converted to Class A membership upon the happening of the first of the following events:
 - 4) When the total votes outstanding in Class A membership of the Chestnut Hills Association equal the total votes outstanding in the Class B membership.
 - 11) On January 1, 1982.
- d) For purposes of determining votes allowed under this Section, when Living Units are counted, the Lot or Lots upon which such Living Units are situated shall not be counted. Any owner of a Multi-family Structure shall have one vote for each fiving Unit therein, subject to the provisions of paragraph c) of this Section 6.

e) Anything herein to the contrary notwithstanding, no votes shall be allocated to any Omer on account of Cameralip of a Carage Lot or Carage Unit.

Section 7: Voting Rights - Additional Stages. Standing that Class B voting may have been converted to Class B pursuant ordistons of Section 6 hereinabove, should the Declarant elect pursus ection 2 of Article II to add additional Stages to the Properties; the Gauss B voting shell be reinstated with the number of votes to be computed on the basis of the amended Properties, subject to the same provisions described in Section 6 hereinabove.

Scation W Board Liability. The directors from time to time constituting the Board shall not be liable to the Members of the Chestnut Mil-Association for any mistake of judgment or for any acts committed or omitted in good faith as such directors.

Section 9. Governing Law. Except as set forth in this Declaration, the Chestout Will Association, its directors, officers and Numbers shall be because by the Illinois General Not-For-Profit Corporation Act.

ARTICLE IV

Property Rights in the Common Areas

Section 1. Owners' Basement of Enjoyment, Ingress and Egress.
Subject to the limitations of Section 3 of Article IV and Section 9 of Article XII, every Owner shall have a right and easement of enjoyment, ingress and egress in, to and upon the Common Areas.

Section 2. Title to Common Areas. The Declarant hereby covenants for itself, its heirs and assigns that it shall convey the Common Areas within the Properties to the Chestnut Hill. Association, free and clear of all liens and encumbrances, except the lien for taxes and easements for streets, roads, utility easements and the like, upon the sale and delivery of title to the first unit to a purchaser; provided, however, that nothing herein shall oblifirst the Declarant to the Association to convey any land within the Proposed Development Area but not within the Properties.

Section 3. Extent of Owners' Easements. The rights and easements of enjoyment created hereby shall be subject to the following:

a) The right of the Declarant and of the Chastnut Hill Association, in accordance with its Articles of Incorporation and By-Laws, to borrow manay for use in connection with the Common Areas and in aid thereof to mortgage said Common Areas. In the event of a default upon any such mortgage, the lender's rights hereunder shall be limited to a right, after taking possession of such Common Areas, to charge adalasion and other fees as a condition to continued enjoyment by the " part and, if necessary, to open the enjoyment of such Common Areas to the general public until the mortgage debt is natisfied, whereupon

the possession of such properties shall be returned to the Chestnut Hill: Association and all rights of the Members or the Owners hereunder shall be fully restored;

- b) The right of the Association to take such steps as are reasonably necessary to protect the Common Areas from foreclosure;
- c) The right of the Association to suspend the Owner's voting rights and right to use the recreational facilities for any period during which any assessment against his Lot or Living Unit remains unpaid and for a period not to exceed 60 days for any infraction of its published rules and regulations.
- d) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;
- e) The right of the individual Owners to the exclusive use of the Restricted Common Areas, as provided in Section 4 of this Article IV.
- f) The right of the Association to dedicate or transfer all or any part of or interest in the Common Areas to any public agency, anthority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument consenting to such dedication or transfer shall have been executed by two-thirds (2/3) of Class A members and two-thirds (2/3) of Class B members and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and unless written notice of the proposed agreement and action thereunder is sent to every Owner at least ninety (90) days in advance of any action taken.
- g) The Declarant's right to use the Common Area and any clubiouse or other facility situated therein to proxote the sale of Lots or Living Units in the Properties, including the maintenance of sales offices within such clubhouse or temporary sales offices within the Common Area, without payment of additional fees or charges.
- h) An ensement which the Declarant hereby declares and reserves for itsilf, its successors and assigns over, upon and across the Common Area for ingress and egress of Declarant, its employees, agents and independent contractors and subcontractors to and from the Lots and Common Area for purposes of the construction of improvements thereon;

(1) Provided, however, that the rights and engagement reserved in paragraphs g) and h) harour shall remain in effect outil all of the Lots and Living Units have been sold and homes to be constructed thereon have been completed, or until January 1, 1982, whichever first occurs, provided further that termination of any such rights or easement shall in no way affect or diminish Declarant's property rights for lots or Living Units of which it is then the Cuncar The exercise of the lights and easements created in paragraphs g) and h) shall not unreasonably interfere with Owners' rights and easements of enjoyment as hereinbefore provided.

Section 4. Farking Rights. The Association shall designate, maintain and hold available upon the Restricted Common Areas at least one parking space for the use of residents of each Living Unit without garage facilities, subject to reasonable rules and conditions. The remaining spaces shall be held available for use by eligible Living Unit Owners, as herein set forth, their families and guests on a non-exclusive basis.

Wherever a garage structure is built independent of a living unit (garage lot), each garage unit shall offer direct access for ingress and egress across all other garage lots to all persons owning a garage unit or any of their nuthorized agents within the garage structure. The purpose of this is to expressly prohibit the walling off or preventing the flow of pedestrian access to any individual garage unit with an independent garage structure.

Section 5 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association as amended from time to time, his right of enjoyment in and to the Common Areas and tacilities to the members of his family, his tenants, or contract purchasers who reside on his Lot or Living Unit.

ARTICLE V

Covenant for Assessments

Section 1. Creation of Lien and Permonal Obligation of Assessments. The Declarant, for each lot and Living Unit owned by him within the Properties, hereby covenants, and each Osmer of any Lot or Living Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, to decreed to covenant and agree to pay 1) Annual General Assessments for capital improvements and 3) Annual Maintenance Assessments to the Chestnut Hill Association, such assessments to be levied and cattories as bereinsfier provided. Every such assessment, together with such interess thereon and costs of collection as are hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot or Living Unit against which and anneassment is made. Back such assessment, together with such

interest thereon and costs of collection as are hereinafter provided, shall also be the personal obligation of the Owner of such Lot at the time when the assessment falls due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. Assessments shall be collected and paid in periodic installments as determined by the Board of Directors and shall be additional to installments paid in relation to mort-gage indebtedness, insurance and tuxes.

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The Board of Directors, in its discretion, may designate and retain a collecting agency to whom assessments shall be paid. We owner may waive or otherwise avoid liability for the assessments provided herein by non-use of the Common Areas, abandonment of his Lot or Living Unit or any other means.

Section 2. Purposes of Assessments. The Assessments levied by the Board of Directors shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Properties and for the improvement, preservation and maintenance of real estate values in Chestnut Hill and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas and of the Living Units situated upon the Properties, including, but not limited to, the payment of taxes and insurance thereon and repair, replacements and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. Annual General Assessments of the Chestnut Hill; Association are intended to provide funds for use in relation to the Common Area and for the conduct of the general affairs of the Chestnut Hills Association. Annual Maintenance Assessments are intended to provide funds for use in relation to the Townhouse and Multi-family Residence Areas and the adjoining Residential Common Areas and Restricted Common Areas and for the conduct of the general affairs of the Association. Special Assessments of the Association are intended to provide funds in relation to capital improvements in the Common Area.

Section 3. Levy of Annual Assessments. The Board of Directors of the Association shall levy Annual General Assessments and shall levy Annual Maintenance Assessments according to the terms and conditions and subject to the limitations hereinafter provided.

a) Until January 1 of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the Annual General Assessment shall be no more than \$48.00 for each Lot or Living Unit, the Annual Maintenance Assessment shall be no more than \$48.00 for each Townhouse Lot, no more than \$1,000 for each Multi-family Lot, nor more than \$2.00 for each Carage Lot. The initial Maximum Maintenance Assessments upon all properties subject to assessment herein shall be one per cent (12) of the sales price of such property. Upon assessment of any Lot or Living Unit by the campetent public authority, Assessed Value shall be a astituted for Sales Price as the base figure for calculating the initial Maximum Maintenance Assessment.

- b) From and after January For the year immediately following the convoyance of the first lot or living Unit to an Owner, the Maximum Annual Assessment, either General of Maintenance, may be increased each year not more than five per cent (5%) above the Maximum Annual Assessments for the previous year.
- c) From and after January P of the year immediately following the conveyance of the first Lot or Living Unit to an Owner, the Maximum Angussment may be increased more than five per cent (5%) above the Maximum Annual Assessment for the previous year, provided that such increase shall be approved by two-chirds (2/3) of the Class A members and two-thirds (2/3) of the Class B members of the Chestnut Hills Association at a meeting duly called for this purpose and provided, further, that the Limitations of this Section 3 shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation, By-Laws and under Article II besend.

Section 4. Special Assessments for Capital Improvements. In addition to Annual General Assessments, the Board of Directors of the Association may levy in any assessment year Special Assessments for purposes of defraying, in whole or in part, the cost of any construction, reconstruction, expected or unexpected, repair or replacement of a described capital improvement upon the Common Areas, including fixtures and personal property related thereto, the Common Areas, including fixtures and personal property related thereto, senting two-thirds (2/3) of the members of the Association at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 shall be mailed or delivered to all Directors, to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Directors or of proxies entitled to cast sixty per cent (60%) of all of the votes of each class of members entitled to cast sixty per cent (60%) of all of the votes of each class of membership of the Association shall constitute a quorum. If the required quorum is not present, another meeting constitute a quorum to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding mueting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6: Uniform Rate of Assessment. Annual General Assessments must be fixed in uniform amounts for all lots and Living Units in Multi-family Structures. Annual Maintenance Assessments may be fixed in unequal amounts according to the classification of the living Unit, but shall be uniform in amount within each class of Living Unit. Such classification way take into account such factors affecting the cost of maintenance as living space, configuration and construction materials. Notwithstanding the foreyoing provisions, the Annual Maintenance Assessments on Lots and Living Units while owned by Declarant shall be limited to twenty-five per cent (25%) of the established amounts.

Section 7. Deficiency Contributions. For every calendar year during which Declarant remains a Class B member of the Association, beclarant shall contribute to the Association all funds which shall be necessary to defray the costs properly paid or incurred for the purposes for which Annual Assessments may be collected.

Section 8. Date of Commencement of Annual Assessments — Due Dates.
The Annual General Assessments shall commence as to all Lots and Living Units on the first day of the month following the conveyance of the Common Areas.
When additional land shall be subjected to the covenants, conditions, easements, restrictions, charges and liens herein provided, the Annual General Assessments restrictions, charges and liens herein provided, the Annual General Assessments shall commence on the first day of the month following the conveyance of the first Lot or Living Unit contained therein. The Annual Maintenance Assessment shall commence as to each Lot subject thereto on the first day of the month following the issuance of the certificate of occupan; by the municipality having jurindiction therefor. The first Annual Assessments shall be prorated in relation to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessments against each Lot or Living Unit before December 1 of the preceding calendar year, but the failure to do so shall not affect the validity thereof. Written notice of the Annual Assessments shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association upon demand, and for a reasonable charge, shall furnish a certificate signed by an officer or by the collecting agent setting forth whether the assessments on a specified Lot or Living Unit have been paid.

Section 9. Effect of Non-Payment of Assessment; Personal Obligation of Owner; Lien; Remedies of the Association. If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with interest thereon and cost of collection as hereinafter provided, become a continuing lien on the property which shall bind the property in the hands of the then Owner, his heirs, devisees, personal representatives, assigns and successors in interest. The personal obligation of the then Owner to pay such

nessessment, however, shall remain his personal obligation for the statutory period and shall not pass to the successors in title unless assumed by them, any assessment of any kind-provided herein which is not paid within thirty (30) days after the delinquency date shall bear interest from the delinquency date at the trie of eight per cont (8%) per annum. The absolution may bring an action at law or squiry against the Owner personally obligated to pay the same, of foreclose the Lien against his lot or Living Unit and there shall be added to the amount of such absolutent file coars of preparing and filling the complaint in such sation. Including attravenue! Fees and in the avent a lode meant shall include interest on the Assessment as above provided and a reasonable attorneys' fee together with the coars of the action. In addition thereto, the Association may deny to the Owner the use and enjoyment of any of the Common Areas and facilities thereon, except inguess and eggess to and from the owner's lot or living Unit, until the deliquent Assessment is paid, slong with any interest, acets and other sums set forth above which the Association is untilled to receive. Also, if the collecting agent designated by the Board of Directors is the mortgages (or its servicing agent) of the Owner's mortgage on his lot or living Unit, said mortgage may be declared in default in the event such Assessment shall become delinquent and is not paid within thirty (30) days after the due date, it being understood and agreed that the nonpayment of such Assessment materially affects and jeopardizes the value and security of the Lot or Living Unit so mortgaged. No Owner may waive or otherwise escape liability for the Assessments provided herein by non-use of the Common Area or abandonment of his tot or Living Unit.

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Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided herein shall be subordinate to the 11en of any prior mortgage. Sale or transfer of any lot or Living Unit shall not affect the Assessment lien. However, the sale or transfer of any lot or biving Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to paye are which became the prior to such sale or transfer. No sale or transfer shall relieve any lot or biving Unit from the bility for any Assessments thereafter becoming due on the Men thereof.

Section II. Exempt Property. The following property, subject to this Declaration, shall be exempted from the assessment, charges and lien created berein.

- a) All properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
 - b) All Common Areas as defined in Article I hereof;

c) All properties exempted from taxation by the laws of the State of Illinois, upon the tarms and to the extent of such legal exemption. Notwithstanding any provisions herein, no land or improvements devoted to dwelling use shall be exempt from said assessments, charges or liens.

Section 12. Proof of Payment. Upon written demand of an Owner, at any time, the Accordation shall furnish such Owner a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's Living Unit. Such certificate shall be concludive evidence of payment of any annual or special assessments have a set of payment of any annual or special assessments not stated therein so unpaid.

ARTICLE VI

Ductes and Powers of the Association

In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and By-Laws, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers:

Section 1, General.

- a) Pay any real and personal property taxes and other charges assessed against the respective Common Areas, Residential Common Areas and Restricted Common Areas.
- b) Grant easements over the Common Areas where necessary to serve the Common Areas, Lots and Living Units.
- c) Maintain such policy or policies of insurance as the Board of Directors deems necessary or desirable in furthering the purposes of and protecting the interests of the Chestnut Hill: Association, and its members, officers and directors.
- d) Employ a manager or other persons and to contract with independent contractors, managing agents, collection agents and others to perform and effectuate all or any part of the duties and powers of the Chestnut Hill Association in regard to the Common Area and in regard to its Residential Areas, Residential Common Areas and Restricted Common Areas.

Section 2. Common Areas.

- a) Own, maintain, and otherwise manage the Common Areas and all facilities, improvements private streets; sidewalks, parking areas, exterior lighting, landscaping and remainion pends situated in the Common Areas, all in accordance with Village of Clossmoor ordinances, regulations or standards where applicable. Lawns, trees, shrubs, flowerbed and other landscaping features are to be moved, raked, trimmed, cultivated and watered. Private streets, sidewalks, and parking areas are to be kept in sightly and serviceable condition and snowplowed when appropriate. Clubhouse, swimming pools and other recreational equipment and community features, if any, are to be operated and kept in sightly and serviceable condition at all times, subject to seasonal limitations.
- b) Obtain, for the benefit of the Common Arens, all water, gas and electric service, refuse collection and similar services.
- c) Establish and maintain a working capital and contingency fund with respect to the Common Areas in the amount determined from time to time by the Board of Directors. The fund shall be employed by the Association in such manner as its Directors shall deem fit, consistent with the terms and provisions of this Declaration. Funding may be provided by means of Annual General Assessments hereinablese provided.

Section 3. Residential, Residential Common Areas and Restricted Common Area Maintenance Corporations.

- a) Residential Common Areas. Own, maintain, and otherwise manage all of their respective Residential Common Areas and all facilities, improvements, private streets, sidewalks, parking areas, exterior lighting and land-scaping situated on the Common Area and Restricted Common Area. Lawns, trees, shrubs, flowerbeds and other landscaping features are to be mowed, raked, trimmed, altivated and watered. Private streets, sidewalks and parking areas are to be kept in sightly and serviceable condition and snowplowed when appropriate.
- b) Residential Area. Provide for the exterior maintenance, repair and replacement of the following features from time to time existing on each Trembouse bot and Garage Lot in their Residential Areas and Garage Areas: painting, staining, refinishing, repair, replacement and tuck pointing of all exterior surfaces of the Owner's home and garage, if any, excluding glass surfaces, but specifically including, among other things, siding, roofs, chimneys and gutters. Such services for Nu'll-family Structures shall be performed by or provided for by the Association of the Owner of the Multi-family Structure. All of the foregoing services shall comply with the stanuar is from time to time adopted by the Architectural Committee pursuant to Article Is hereof. The for agoing services provided by the Association in regard to exterior surfaces of an

Owner's home shall be limited to normal wear, tear and deterioration, and the Owner shall be solely desponable for all exterior rupair and replacements. as well as all interior and structural repair and replacement occasioned by insurable cosualty as provided hereinafter. In the event the Owner shall fail to effect promptly the repairs and replacements occasioned by insurable casualty, or otherwise in the case of the Owner of a Multi-family Structure, the Association may (but shall not hereby be required) to effect such repairs and replacements to the exterior surface so as to maintain a consistent appearance and the Association shall be entitled to reimbursement in full from the Owner for its conts of every kind incurred in this connection, including the right to receive applicable insurance proceeds, if any. Each Owner shall keep the structure now or hereafter situated on his Lot insured against loss or damage by fire, lightning and windstorm under policies issued by a company acceptable to the Board of Directors of the Association and providing for payment of money sufficient to cover the full cost of replacing and repairing the same under insurance policies payable, in case of loss or damage, to the Owner or to the Association as their interents may appear (subject to the rights of the mortgagee, if any), such rights to be evidenced by the standard clause to be attached to each policy, and shall deliver to the Asucctation evidence of such insurance and the renewal thereof from time to time upon request. If, in such circumstances, the Association shall elect to undertake such repairs and replacements, the Association shall have the right, through its agents, employees and independent contractors, to enter upon the Lot and to both the exterior and interior of the Living Unit or Garage Duit situated thereon, to the extent necessary for the aforesaid purpose and shall not be guilty of any trespace. To the extent the insurance proceeds shall be insufficient to reimburse the Association for its said costs, the same shall become the personal obligation of the Owner and a continuing lien on the Lot, recoverable with interest, costs and reasonable attorneys' fees in the same manner and to the same extent as bereinbefore provided with respect to delinquent assessments.

The Association may establish and mointain a working capital and contingency fund with respect to its Residential Area, its Garage Area, its Residential Common Area and Restricted Common Area in the amount determined from time to time by the Board of Directors. The fund shall be employed by the Association in such manner as its Directors shall deem fit consistent with the terms and provisions of this Declaration. Funding may be furnished by means of the Annual Maintenance Assessments hereinbefore provided.

Section 4. Right of First Refusal. If the Owner of a Comhouse Lot and Living Unit also is the Owner of a Garage Lot and Garage Unit and desires to convey the Garage Lot and Garage Unit to any person or cutity other than the Owner of a Townhouse Lot or Living Unit in Chestnut Hill, the Chestnut Hill Association shall have the right to purchase said Garage Lot and Garage Unit on terms and conditions as set forth.

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If the Gwner of a Garage Lot and Garage Unit shall receive a bona fide offer from any person to purchase such Garage Lot and Garage Unit apart from the sale of such Owner's lownbone Lot and Diving Unit, the Coner shall deliver to the Association a copy of the proposed contract of sale and notify the Association of his intention to accept that offer. The Association shall have the right, within thirty (30) days to society the tarms of said contract in its own mame or in the name of a sominee, for the gross purchase price on the terms specified in said contract consistent with the provisions herein. If the Association shall not so elect within the said period, the Owner may then sell the Garage Lot and Garage Unit to said buyer provided the sale is on the same terms and conditions and for the price set forth in the contract delivered to the Association by the Owner.

ARTICLE VII

Party Walls

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the townhouses and garages on the Properties and placed along the common boundary between two Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply

Section 2. Sharing of Repair and Replacement. The cost of reasonable repair and replacement of a party wall shall be shared by the Owners who make use of the wall in proportion to such use, unless party wall is damaged by the act or omission of one Owner, in which event the Owner causing such damage shall be solely responsible for the entire repair and cost thereof.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and, if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Gyners to call for a larger contribution from the others under any rule of law rugarding Hability for negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successor in fifth.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved.

Section 7. Repair or Maintenance. The Association shall have the right to perform or cause to be performed, any repair or maintenance of a party wall should the Owner fail to do so and to be reimbursed by such Owner for its expenses in connection therewith.

ARTICLE VIII

Encroachmenta

Each Lot, Living Unit and Garage Unit within the Properties is hereby declared to have an easement over all adjoining Living Units, Garage Units, Common Areas, Residential Common Areas and Restricted Common Areas for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the structure, roof overhang; architectural or other appendages, drainage of rainwater from roofs, or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners. In the event a structure on any Lot is partially or totally destroyed and then repaired or rebuilt, the Owners of each Lot, Living Unit or Garage Unit shall be deemed to have agreed that the same encroachment may be re-established, and that there be valid easements for the maintenance of such encroachments so long as they shall exist.

ARTICLE IX

Architectural Control Committee

No building, fence, wall or other structure shall be commenced, exerted or maintained upon the Properties, nor shall any exterior addition to or alteration thereof be made (including without limitation, exterior materials and color

scheme), until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, and location of the same and the approximate cost thereof and the landscape and grading plan in relation thereto shall have been submitted to and approved in writing by the Board of Directors of the Association, or by an Architectural Control Committee composed of through the Board of through the Roard or its appointed Architectural Control Committee shall have the right to refuse to approve any such plans and specifications deemed not to be suitable or desirable, for esthetic or other reasons and shall have the right to take into consideration the suitability of the proposed improvements in relation to the surroundings and their effect on the outlook from adjacent or neighboring lots. In the event the Bard, or its appointed Architectural Control Committee, fails to approve or disapprove such plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. The Architectural Control Committee may establish Rules and Regulations for the implementation of the provisions of this Article.

ARTICLE X

Utility Service Connections

The rights and duties of the Owners of Lots within the Properties with respect to utility service connections including sanitary and storm sewer, water, electric, gas and telephone lines and related facilities, shall be governed by the following:

- a) Wherever utility service connections, or any portion thereof, lie in or upon a Lot, Living Unit or Garage Unit owned by other than the Owner of a Lot served by the connections, the Owner of any Lot, Living Unit or Garage Unit served by the connections shall have the right and license from time to time to enter upon the Lots or to have the municipality or the respective utility companies enter upon the Lots in or upon which the connections, or any portion thereof, lie in order to repair, replace and generally maintain and connections to the full extent necessary for such purposes.
- b) Wherever utility service connections serve more than one Lot. Living Unit or Garage Unit, the Owner of each Lot, Living Unit or Garage Unit served by the connections shall be entitled to the full use and enloyment of such portions of said connections as service his Lot, Living Unit or Garage Unit and shall have the same right and license as are provided immediately hereinabove with tapect to portions lying in or upon Lots, Living Units or Garage Units owned by other Owners.

c) In the event of a dispute between Owners with tensect to the repair, replacement or maintenance of any connections, or with respect to the sharing of the cost thereof, then, upon written request of one of our. Owners addressed to the Chearnit Hills Association, the matter shall be submitted to its Board of Directors which shall ducide the dispute, and the decision of the Board shall be final and conclusive on the partles.

ARTICLE XI

General Use Restrictions

Section 1. No noxious or offensive trade or activity shall be conducted upon any Lot, nor shall snything he done thereon which may be or become an annoyance to the neighborhood, or which shall in any ony increase the rate of insurance.

Section 2. No trailer, boat, tent, shark, garage, barn, or other outbuilding situated on any Lot shall at any time be used as a residence, temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

Section 3. Subject to Article IV, Section 4(g), no part of the Properties shall be used or caused to be used, or allowed or authorized in any way, directly or indirectly, to be used for the conduct of any buriness, commercial, manufacturing, mercantile, storage, vending, or other such non-residential numbers.

Section 4. No livestock, poultry, or more than two dogs or cats over four months of age, shall be kept or raintained on any lot. Living Unit or Garage Unit. Every Owner shall promptly dispose of all at his refuse and garbage so that it will not be objectionable to neighboring property owners. No commercial vehicle, mobile home, boat or trailer shall be parked habitually on or adjacent to any Lot unless such vehicle shall be wholly contained within a fully enclosed garage, provided that a vehicle of moderate size may be parked in the rear yyard of a Lot only if and so long as the Directors of the Association or its appointed Architectural Control Committee, in accordance with Architectural Control Committee in the Control Committee of the Association of th

Section 5. No sign, billboard, or other advertising device of any character shall be erected or maintained upon any part of the Properties or on any lot contained therein. The Declarant shall not be subject to this restriction and may erect and maintain such signs as it deems necessary or proper in connection with the development, subdivision, and sale of the Properties, the lots and Living Units contained therein.

Section 6: The erection of any new structure and the re-erection, rebuilding or repair of any attracture shall be completed as rapidly as practicable. All unused building saterials and temporary construction shall be removed from the subdivision within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation or other construction work shall be finish-graded and seeded and covered with other landscaping as soon as the construction and weather permits.

ARTICLE XII

General Provisions

Section 1. Enforcement. The Association, any Conor, or the Village of Flossmoor, when applicable, shall have the right to enforce, by any proceeding at law or in equity, all covenants, conditions, easements, restrictions, charges and liens imposed by the provisions of this Declaration and the failute to do so shall not be deemed a waiver of the right to do so thereafter; provided, however, that no funds of any Association shall be used to engage an afformey to challenge the validity of any provision of this Declaration.

Section 2. Severability. Invalidation of all or an, portion of the covenants, conditions, easements, restrictions, caarges or liens imposed by the provisions of this Declaration by legislation, judgment or court order shall is no wise affect any other provisions of this Declaration which shall remain in full force and effect.

Section 3. Amendment. The covenants and testrictions of this Declaration shall run with and bind the land for a term of forty (40) years after the date upon which this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (19) years. This Declaration may be amended or terminated during the first forty (40) year period by an instrument signed by not less than minety per cont (90%) of the Owners, and thereafter by an instrument executed and acknowledged by not less than seventy-five per cent (75%) of the Owners. Any cuch amendment shall be affective upon recordation in the Office of the Recorder of Deeds of the County in which the property is situated. The recital in any such amendment that it has been a cuted and acknowledged by not less than the specified percentage of Owners and 1 be conclusive and binding on all persons.

Section 4. Assignability of lessees. All rights of membership in any association provided for herein may be assigned to any Owner's lesse; provided, however, that the Owner as lassor may include Annual Assessments as a component of the lessee's rent.

Section 5. Structural Impairment. Nothing shall be done in. on or to the Properties which would impair the structural integrity of any building or structure thereon.

Section 6. Rules and Regulations. The Board shall adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Areas as the Board in its sole discretion deeps appropriate or necessary.

Section 7. Title Holding Land Trust. In the event title to any Lot or Living Unit is conveyed to a title holding land trust under the ter of which all powers of management, operation and control of the lot or Living Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment at 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 Living Unit. No claim shall be made against any such title holding trustee personally for payment of any lien or obligations 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, Living Unit or Garage Unit and the beneficiaries of such trust notwithstanding any transfers of beneficial interest of any such trust or any transfers of title to such Lot, Living Unit or Garage Unit.

Section 8. Perpetuity Saving Clause. If any of the options, privileges, covenants or rights created by this Declaration would be unlawful or wold for violation of the Rule against Perpetuities or some analogous statutory provision or any other statute or common law rule imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivors of the now lawful descendants of the incumbent Mayor of the Village of Flossmoor and the incumbent President of the United States.

Section 9. Lasements.

a) All easements created in this Declaration are easements for ingress and egrees; they shall be easements appurtement and run with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all its grantees and their respective helrs, successors, personal representatives or applicant, perpetually in full force and effect.

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b) All respective douds of conveyance, or in any mortgage or thust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such cuschents and coverants to the respective grantees, mortgagees or trustees of said parcel as fully and completely as though said assements and covenants were fully recited and set forth in their entirety in such documents.

Section 10. Pronouns. All pronouns used herein in the masculine form shall include the feminine and neuter form; all pronouns used herein in the singular form shall include the plural form; the word person may refer to an individual, corporation, partnership, trust, or other association or entity as the contract may require.

American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Number 32677

ATTESTS

By Athany

Consented to and approved by Hortgage Lander

The Trustees of Maird & Warner Hortgage and Realty Investors, an Illinois business trust

APPEST.

45,000

Acst. Secretary

Tru le

William D. Sall

FU31-4-A.

EXHIBIT A

A piece or parcel of land in the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 11, Township 55 North, Range 13, East of the Third Principal Meridian, Cook County, Illinois, described as follows: Beginning at a point in the East and West 1/4 section line of said Section 11, which is 369.51 feet West of the East 1/4 section corner of said Section 11; and running thence West 958.44 feet along the East and West 1/4 section line of Section 11, to the Southwest corner of said South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 11; a distance of 662.98 feet to the Northwest corner thereof; thence running East along the North 1/2 of said South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 11, a distance of 662.98 feet to the North 1/2 of said South 1/2 of the Southeast 1/4 of the North 1/4 of Section 11, a distance of 958.86 feet; thence running South a distance of 662.43 feet to the place of beginning.

and

Lots 1, 2 and 3 in Dewitz Subdivision of a piece or parcel of Land in the South 1/2 of the Southeast 1/4 of the Northeast 1/4 of Section 11, Township 35 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois, according to the plat thereof recorded in the Office of the Registrar of Titles of Cook County, Illinois, on July 9, 1954 as Document 1534219.

and

That part of 195th Street lying West of the Westerly right-of-way line of Governor's Highway, in the Northeast Quarter of Section 11, Township 35 North, Range 13 East of the Third Principal Meridian, in Gook County, Illinois, as shown on the Plat of Vacation recorded in the Office of the Recorder of Deeds of Gook County, Thinois, on October 1, 1975 as Document No. 2324070

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of 1203113 and 1203 942

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STATE OF ILLINOIS).

COUNTY OF COOK 2

I, Carl A. Jansen, a Notary Public in and for the above named county, do hereby certify that John W. Baird and William D. Sally Trustees of the above named Business Trust, personally known to me to be the same persons whose names are subscribed to the torgoing agreement as said Trustees, appeared before me this day in person and acknowledge that they signed, sealed and delivered the foregoing instrument as their free and voluntary act.

Civen under my hand and sale this 10th day of September , 1975.

Notary Public

My Commission Expires September 11, 1977

Propaged by a

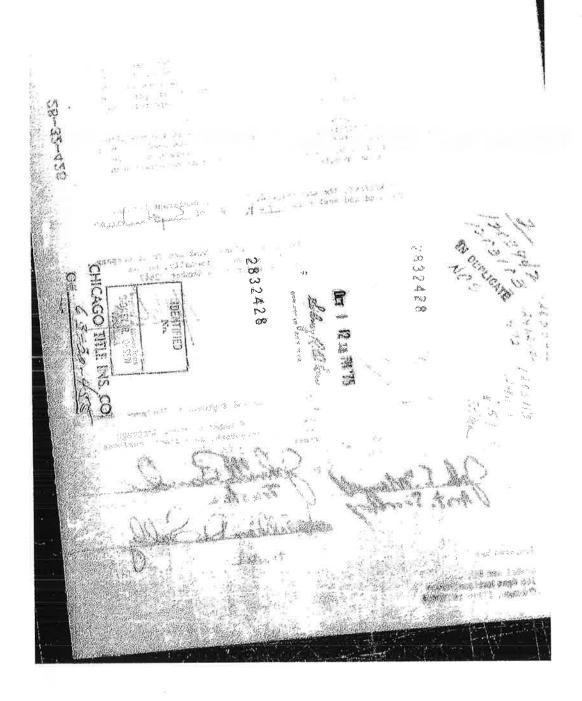
Goobel and Kal 105 West Madison Street Chicago, Illinois 60602 STATE OF ILLINOIS)

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COUNTY OF COOK)

I, P. UOHANSEN , a Notary Public in and for the above named county, do hereby certify that U. Michael Unalian Assistant Vice President, and [[()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] | [()] |

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In Puplicate

Usederation by American National Bank and Drust Company of Chacago, as Thusteen National Bank and Drust Company of Social Company, as Thusteen National State, declaring develants, conditions, easements, testifications, charges and lies herean set forth which shall run with the Earl and he binding upon and shall invest the teach of a bi persons Maurician teght, title or interest therein or any past thereof, and flest nesses two lears, beganess, passons? representatives, suggestors and assigns, subject to the right, liabilities and onlygations as more specifically after forth herein, subject to the rights of the Association, became called Chestrut [11].

Association, Inc., a not for profit componation, also contains provision for sapplements to subject additional property to said covenants, conditions, ste. For particulars see locument, [Exhibit A attached hereto and made a part hereof).

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Ceptember 10, 1075 October 1, 1975 12:11PM, September 10, 1075 Octo