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WALNUT CREEK

OF

HAWTHORN WOODS SUBDIVISION

ILLINOIS

Declaration

of

Covenants, Conditions and Restrictions

WALNUT CREEK
OF
HAWTHORN WOODS SUBDIVISION, ILLINOIS

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WALNUT CREEK OF HAWTHORN WOODS, ILLINOIS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 30th day of Sept., 1988 by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Number 113271, dated May 18, 1988, collectively hereinafter referred to herein as "DECLARANT".

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of certain property located in the County of Lake, State of Illinois, which is known as Walnut Creek of Hawthorn Woods Subdivision according to the plat thereof recorded with the Recorder of Deeds of Lake County, Illinois on as Document No. _____, and more fully described on Exhibit "A" attached hereto and specifically incorporated by reference herein, and hereinafter referred to as the "Property"; and

WHEREAS, DECLARANT intends to convey the Property, or portions thereof, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, DECLARANT hereby declares that all of the Property described in the aforesaid Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

Said easements, covenants, restrictions and conditions shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any portion thereof and shall inure to the benefit of each owner thereof and his successors and assigns.

ARTICLE I

DEFINITIONS

In the construction and interpretation of this Declaration, all words shall be defined as follows:

1.1 Association: The Walnut Creek of Hawthorn Woods Homeowner's Association, and Illinois not-for-profit corporation and successors and assigns formed or to be formed.

1.2 Board: The Board of Directors of the Association as constituted at any time or from time to time in accordance with the applicable provisions hereof.

1.3 Lot: A portion of the Property described on Exhibit "A" and designated on a plat of subdivision to be improved with a residential building.

1.4 Owner: The record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers but excluding those other than contract sellers having such interest

merely as security for the performance of an obligation. The term "Owner" shall include DECLARANT to the extent of the number of lots owned by DECLARANT or by any other title holding trust of which the beneficiaries of DECLARANT shall be the beneficiaries, and also include the interest of DECLARANT (or of such other title holding trust) as contract seller of any Lot.

1.5 Member: An Owner who holds membership in the Association pursuant to the terms of the Declaration.

1.6 Lot Membership: Membership in the Association which is appurtenant to a Member's Lot as provided for herein.

1.7 The Property: The real estate legally described in Exhibit "A" attached to the Declaration, including any and all easements appurtenant thereto.

1.8 Declaration: The within Declaration of Covenants, Conditions and Restrictions and any amendments thereto.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Each owner of any residential Lot shall automatically become and be a Member of the Association so long as such Owner continues to be an owner of any residential Lot or any portion thereof. On termination of the interest of any Owner in any particular portion of the Property, his membership shall thereupon automatically terminate, transfer, and inure to the new Owner succeeding such Owner in interest.

2.2 The Association shall have two (2) classes of membership:

- (a) CLASS A: Class A members shall be the owners of all or any part of the real estate described in the aforesaid Exhibit "A", except as defined as Class B members. Each Class A member shall be entitled to one vote, provided however, that until the termination of Class B membership, there shall be no Class A voting rights. In the event any Class A member transfers a part but not all of his property encompassed by this Declaration, then each owner of any portion of such transferred property shall be a Class A member, whose rights and obligations under this Declaration shall be determined in proportion to said owners' interest in said Property.
- (b) CLASS B: The Class B member shall be DECLARANT, an Illinois corporation, which shall be entitled to the single vote in the Association until the said DECLARANT, or any trust, partnership, or corporation or other entity controlled by it, shall no longer own an interest in any of the Property or an interest in the beneficial interest in any land trust holding title to any of the Property.

Upon the occurrence of the foregoing events, all Class B membership shall cease and only Class A membership shall exist in the Association. It is further understood that so long as Class B membership shall remain in existence, DECLARANT may transfer, assign or terminate all or part of its right, title, interest, and/or powers inuring pursuant to its Class B membership hereunder, which assignment shall become effective upon the recordation of any deed or other recorded instrument so designating same.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 Until the expiration of Class B membership, the Class B member shall act as the Architectural Control Committee. Thereafter there shall be an Architectural Control Committee comprised of three (3) members appointed by the Class B member. Upon the expiration of Class B membership, said committee shall be elected by the Class A members. The Architectural Control Committee shall not be entitled to any salary for serving thereon, but reasonable fees may be paid to any consultants for services rendered to the committee.

3.2 No signs, fences, landscape fencing, or above ground swimming pools are permitted except those as described in Section 4.10 of these Declaration of Covenants herein. All buildings or any other structures, including but not limited to grading and permitted in-ground swimming pools, shall not commence, be erected or maintained upon any or all of the real estate described in the aforesaid Exhibit "A", nor shall any building be erected on said Property, nor any change or alteration thereon, be made until the plans and specifications, including but not limited to architectural and engineering, showing the nature, kind, shape, height, materials, color and location of the same, shall have been submitted to and approved in writing by the Hawthorn Woods Architectural Control Committee, as to harmony of external design and location in relation to the surrounding structures and topography, and as to aesthetics and effect on the balance of the Property described in Exhibit "A". It is understood that the Architectural Control Committee intends to have all grading and engineering plans submitted for approval to a licensed engineer selected by said Committee in order that said grading and engineering plan will conform with the overall grading and engineering plan for the real estate described in the aforesaid Exhibit "A". It is understood that all costs and fees incurred by the Association and/or Committee in conjunction with such engineering and grading plan review, shall be paid by the party submitting said plans for approval.

ARTICLE IV

BUILDING AND USE RESTRICTIONS

The following covenants and restrictions shall apply to and be binding upon all Lots on the Property:

4.1 Residential Use. Each Lot (except all outlot parcels of Property) and the building erected thereon shall be used only for purposes of housing and residential use, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a resident from : (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

4.2 Detached Structures. Detached structures are regulated by the accessory building structure and use provisions of the Village Zoning Ordinance. Any structures erected on any Lot which are not attached to the residence located thereon shall be at least thirty (30') feet from said residence (with the exception of dog runs as covered under 4.10 of these covenants). The said thirty (30') feet distance shall be measured between the exterior part of the residence and the exterior part of the out-structure which are closest to each other. No detached structures are permitted except allowed under 4.10 of these covenants.

4.3 Nuisances. No unlawful noxious or offensive activities shall be carried on in any building or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Association cause unreasonable noise or disturbance to others.

4.4 Development Activity. Notwithstanding any other provision herein, the DECLARANT and/or its beneficiaries, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family residential units on the Property, including but not limited to the right to maintain a temporary sales office, signs, trailers, and other operations incidental to the promotion and sale of portions of the Property with special use permit.

4.5 Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any Lot at any time as a residence either temporarily or permanently with the exception of those allowed under Section 4.4 of these Declaration of Covenants herein.

4.6 Signs. No advertising sign or billboards of any kind shall be displayed to the public view on any Lot, with the exception of a builder identification sign used by a builder to advertise the Property during the construction and sales period or usually and ordinary "for

sale" signs similar to those customarily used by real estate brokers in the area in connection with the sale of similar property, all of which signs shall be in compliance with the applicable ordinances of the Village of Hawthorn Woods, Each Owner, and every lessee or tenant of an Owner, shall maintain his Lot, and any improvements located thereon, in good condition and in good order and repair, at his own expense. No Owner or resident shall display, hand, store or use any clothing, sheets, blankets, laundry or other articles outside his residence, or which may be visible from the outside of his residence, (other than draperies, curtains, or shades of customary nature and appearance, subject to the rules and regulations of the Association), without the prior written permission of the Association.

4.7 Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in clean and sanitary manner as prescribed from time to time in rules and regulations of the Association. No burning of refuse shall be permitted outside of the residence, except the burning of leaves will be permitted as or if allowed by applicable ordinances.

4.8 Drainage. No Owner shall either alter or interfere with, or make any material change in, the grade or drainage of his Lot. The determination by the Association that a change is in violation of this Section 4.8 shall be conclusive and binding on all parties involved.

4.9 Rules and Regulations. Each Owner shall comply with all rules and regulations which from time to time may be adopted by the Board in connection with or pertaining to soil conservation, drainage, and landscaping.

4.10 Exteriors. Unless approved by the Architectural Control Committee and the Village of Hawthorn Woods, accessory structure including but not limited to ornamental fences, signs not covered in this ordinance, walls, playhouses, dog runs, solar panels or exterior television antennas, satellite receiving dishes, and/or earth stations shall not be permitted on the property. All driveways located on the Property shall be paved and all Lots shall be seeded or sodded within one (1) year of occupancy.

4.11 Partial Construction: Any and all construction on the Property shall be commenced and diligently pursued and shall not remain in partly finished condition any longer than is reasonably necessary for completion thereof. The Owner of any portion of the Property upon which improvements are being constructed shall at all times keep public and private streets being utilized by such Owner in connection with said construction, as well as the real estate of such Owner, free from any dirt, mud, garbage trash or other debris which might be occasioned by such construction and/or improvements.

4.12 Campers, Recreational Vehicles and Boats. No campers, vans, pick-up trucks, recreational vehicles, boats and other types of non-passenger vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot. No unlicensed vehicles may be kept on any Lot. No motorized vehicles,

act, the affect of which will impair the function and/or aesthetics of the aforescribed detention/retention facilities or any of the appurtenances in connection therewith.

5.3 Each Owner of all or any portion of the Property shall be required to maintain any and all landscape easements and detention/retention areas, or portion thereof, located on said Owner's respective Lot. Said maintenance shall be as requested by the Village of Hawthorn Woods or any other applicable agency. Upon the failure so to do, the Association may go upon the Lot of such Owner and perform said maintenance obligation, in which event the Association shall have a lien against the property of said Owner for the costs expended by the Association together with interest thereon at the highest legal rate plus the costs of collection thereof including attorneys' fees. Said Owner shall further be personally liable to the Association for the foregoing.

5.4 The Association may bring an action at law or in equity against said Owner so obligated to pay the same or to foreclose the lien against said Owner's property and there shall be added to the amount of such assessment the costs of such action as herein provided. In the event a judgment is obtained such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of said action.

5.5 The lien of the assessments provided for herein, and any other lien created in favor of the Association under the provisions of this Declaration, shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the real estate encompassed hereby, provided however, that as to the subordination of such assessment liens to the lien of the aforesaid mortgages, such subordination shall apply to only those assessment liens which have become effective prior to the sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding or action in lieu of foreclosure. Said sale or transfer shall not relieve such property or its owners for liability for any assessment thereafter becoming due, nor from any lien by reason of any subsequent assessment or by reason of any other provision of this Declaration.

5.6 If at any such time all or a portion of the landscape fence and/or signage within the landscape easements as shown on the Final Plat of Subdivision for the Property should be in need of maintenance or repair, the Association shall make the necessary assessments per their rights within this declaration to gather appropriate funds to maintain and restore the easement property and the facilities thereupon to their original state.

ARTICLE VI

GENERAL PROVISIONS

6.1 The covenants and restrictions of this Declaration shall run with and bind the land encompassed hereby for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10)

years. Any amendment will require only the signature of the Class B member so long as there is Class B membership. From and after the termination of the Class B membership, the signatures of more than fifty (50%) percent of the Class A members shall be required.

6.2 Any notice required to be sent hereunder shall be deemed to have been properly sent with mailed, postage prepaid, to the last known address of the record addressee as shown on the records of the County of Lake at the time of such mailing or to such address for receipt of notices given the Association in writing by any such individual or entity entitled to notice.

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

6.4 If any obligation hereunder is not performed by any Owner of any or all of the real estate herein described within ten (10) days of presentation of a demand therefor for the Association, then such obligation shall be considered to be in default and the Association may, but need not, enter upon the property in question and perform such obligation, in which event any amount so expended therefor, together with interest thereon at the highest rate which can be legally charged and the cost of collection thereof including court costs and attorneys' fees, shall become a continuing lien on the property owned by any such Owner, which shall bind said property in the hands of said Owner and said owner's heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law or in equity against said owner so obligated to pay to same or to foreclose the lien against said owner's property and there shall be added to the amount of such assessment the cost of preparing the filing of the complaint and other attorneys' fees in connection with such action. In the event a judgment is obtained, such judgment shall include interest on the assessment at the highest legal rate of interest and reasonable attorneys' fees to be fixed by the court together with all costs of such action.

6.5 Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way effect other provisions which shall remain in full force and effect.

6.6 In addition, any and all other rights and remedies provided for herein, in the event of any default by any Owner under the provisions of the Declaration, each Owner shall have each and all of the rights and remedies which may be provided for in this Declaration, and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien, statutory or otherwise, including

foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided for, available at law or in equity, shall be deemed mutually exclusive of any other such remedy. All expenses of any Owner in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be a lien upon the Lot of such Owner and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by any Lot owner.

6.7 Land Trusts. In the event title to any Lot should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest in the title to such real estate.

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

6.9 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of the Governor of the State of Illinois and President of the United States of America.

6.10 The terms, conditions and provisions of the By-laws attached hereto as Exhibit "B" are specifically incorporated by reference herein.

6.11 The Association shall have the power, upon the vote of the Class B member or upon the vote of a majority of the Class A members, to levy assessments against all members for the purpose of performing any obligation of the Association, including but not limited to exercising its right pursuant to Section 5.4 hereof. Said assessments shall be levied against each Owner of any Lot and failure to pay same within ten (10) days of said levy shall entitle the Association to a lien against the Lot of any such Owner as in the case of liens set forth in Sections 5.4 and 5.5 hereof. Said Owner shall further be personally liable for the payment thereof.

6.12 Trustee Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the DECLARANT while in form purporting to be the representations, covenants, undertakings and agreements of said DECLARANT are nevertheless made and intended not as personal representations, covenants, undertakings and agreements by the DECLARANT or for the purpose or with the intention of binding that portion of the trust property specifically described herein, and this instrument is executed and delivered by said DECLARANT not in its own right, but solely in the exercise of the powers conferred upon it as such DECLARANT; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the La Salle National Bank, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto that the DECLARANT, in executing this Declaration as the legal title holder of the Property, does so solely for the purpose of binding the Property to the terms, conditions and provisions of the Declaration.

6.13 In the event that there is a conflict between the terms and conditions of the Village of Hawthorn Woods Code, Ordinances and Provisions, and the terms and conditions herein, the more stringent code provision, standard, or criteria shall prevail. No act or activity prohibited by the existing or hereinafter amended Village Code, Ordinances and Provisions of the Village of Hawthorn Woods shall be hereby permitted by the terms and conditions contained herein.

EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 and Outlot parcels A and B in Walnut Creek of Hawthorn Woods Subdivision, being a subdivision of that part of the Southwest Quarter of Section 5, Township 43 North, Range 10, East of the Third Principal Meridian, which lies Northeasterly of the center line of State Rte. 32, as shown on the plat of survey recorded in Book 29 of plats, Page 17, as DOCUMENT 524178 (except therefrom the West 3 rods, measured on the North line thereof) all in Lake County, Illinois.

EXHIBIT "B"
TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
BY-LAWS OF
WALNUT CREEK OF HAWTHORN WOODS HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the Corporation is WALNUT CREEK OF HAWTHORN WOODS HOMEOWNERS ASSOCIATION, hereinafter referred to as "Association". The principal office of the corporation shall be located at 201 W. Main St., Barrington, Illinois 60010, but the meetings of the members and directors may be held at such places within the State of Illinois, Counties of Lake and Cook only as it is held at the offices of DECLARANT, as may be designated by the Directors.

ARTICLE II
MEETING OF MEMBERS

SECTION 1 - ANNUAL MEETINGS - The first meeting of the members shall be held within thirty (30) days after the termination of Class B membership as defined in the Declaration of Covenants, Conditions, and Restrictions to which these By-Laws are appended and hereinafter referred to as the "Declaration". Any subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00 A.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2 - SPECIAL MEETINGS - Special meetings of the members may be called at any time by the president or any director upon written request of any Class A member provided, however, that no Class A member may call a special meeting until after the expiration of the Class B membership.

SECTION 3 - NOTICE OF MEETINGS - Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member addressed to the member's last address last appearing on the books of the Association or supplied by such members of the Association for the purpose of notice, or as otherwise provided by the Declaration. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of said meeting.

SECTION 4 - QUORUM - Until the expiration of Class B membership, the Class B member shall be entitled to act for the membership as the sole director of the Association, or shall be entitled to designate a Board of Directors, which shall be entitled to act, without a formal

meeting. Upon expiration of the Class B membership, the presence at a meeting of members holding title to not less than one-fourth (1/4th) of the subdivided lots in number described in the plat or plats of subdivision of the real estate described in the aforesaid Exhibit "A" appended to the Declaration shall constitute a quorum. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than announcement of the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5 - PROXIES - At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by any such member of his interest in the real estate described in the Declaration.

SECTION 6 - PLACE OF MEETING - All meetings shall be held at such place as may be designated in the notice of such meeting in the Counties of Cook and Lake, State of Illinois.

ARTICLE III

DIRECTORS

SECTION 1 - NUMBER - The affairs of this Association shall be managed by the number of directors provided for in the Articles of Incorporation of the Association, which directors shall be designated by the Class B member and may be replaced at any time by the Class B member so long as the Class B membership exists. Upon the expiration of Class B membership, the number of directors may be increased at any time to a number not to exceed the number of Class A members at which time the directors will be elected on an annual basis by the Class A members in accordance with the voting rights as set forth in Article II of the Declaration.

SECTION 2 - TERM OF OFFICE - The first directors, or successor directors, selected pursuant to Section 1 of this Article shall serve until the expiration of Class B membership. At the first meeting after the expiration of Class B membership, and at each annual meeting thereafter, the members shall elect new directors to succeed those whose terms have expired and to fill vacancies for a new term of one (1) year.

SECTION 3 - REMOVAL - Subsequent to the expiration of Class B membership, any director may be removed from the Board with or without cause by a majority vote of the Class A members of the Association. After the expiration of Class B membership, in the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Prior to expiration of the Class B membership, the directors shall not be subject to removal or replacement, except as provided in Section 1 of this Article.

SECTION 4 - COMPENSATION - No director shall receive compensation for any service he may render the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5 - ACTION TAKEN WITHOUT A MEETING - The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting or by obtaining the written approval of any other directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1 - POWERS. The Board of Directors shall have the power to:

- (a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.
- (b) Employ a manager or an independent contractor or such other employees they deem necessary and to prescribe their duties.
- (c) Enforce each and every covenant contained in the aforesaid Declaration and collect costs and expenses incurred in connection therewith.
- (d) Maintain bank accounts and enter into contracts on behalf of the Association for association purposes.
- (e) Do any and all things necessary for the promotion and development of the Walnut Creek of Hawthorn Woods development.

SECTION 2 - DUTIES - It shall be the duty of the Board of Directors to:

- (a) To supervise all officers, agents and employees of the Association to see that their duties are properly performed..
- (b) As more fully provided in the Declaration, to fix the amount of any assessments, send written notice of same to every owner subject thereto, and to foreclose the lien against any property for which assessments are not paid.

ARTICLE V

OFFICERS AND THEIR DUTIES

SECTION 1 - ENUMERATION OF OFFICERS - The officers of the Association shall be a president, secretary and treasurer, who need not be members of the Association and who shall be appointed by the Board of Directors, to hold office until removed by said Board. An officer can hold more than one (1) office simultaneously except the president shall not hold any other office simultaneously.

SECTION 2 - RESIGNATION AND REMOVAL - Any officer may be removed from office with or without cause by the Board of Directors, and any officer may resign at any time by giving written notice to the Board of Directors, which resignation shall take effect on the date of receipt of such notice or at any later date specified therein unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

EXHIBIT "B"
TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
BY-LAWS OF
WALNUT CREEK HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the Corporation is WALNUT CREEK HOMEOWNERS ASSOCIATION, hereinafter referred to as "ASSOCIATION". The principal office of the corporation shall be located at 201 W. Main St., Barrington, Illinois 60010, but the meetings of the members and directors may be held at such places within the State of Illinois, Counties of Cook and Lake, as may be designated by the Directors.

ARTICLE II
MEETING OF MEMBERS

SECTION 1 - ANNUAL MEETINGS - The first meeting of the members shall be held within thirty (30) days after the termination of Class B membership as defined in the Declaration of Covenants, Conditions, and Restrictions to which these By-Laws are appended and hereinafter referred to as the "Declaration". Any subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00 A.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2 - SPECIAL MEETINGS - Special meetings of the members may be called at any time by the president or any director upon written request of any Class A member provided, however, that no Class A member may call a special meeting until after the expiration of the Class B membership.

SECTION 3 - NOTICE OF MEETINGS - Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member addressed to the member's last address last appearing on the books of the Association or supplied by such members of the Association for the purpose of notice, or as otherwise provided by the Declaration. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of said meeting.

SECTION 4 - QUORUM - Until the expiration of Class B membership,

After the expiration of Class B membership, in the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Prior to expiration of the Class B membership, the directors shall not be subject to removal or replacement, except as provided in Section 1 of this Article.

SECTION 4 - COMPENSATION - No director shall receive compensation for any service he may render the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

SECTION 5 - ACTION TAKEN WITHOUT A MEETING - The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting or by obtaining the written approval of any other directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1 - POWERS. The Board of Directors shall have the power to:

- (a) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.
- (b) Employ a manager or an independent contractor or such other employees they deem necessary and to prescribe their duties.
- (c) Enforce each and every covenant contained in the aforesaid Declaration and collect costs and expenses incurred in connection therewith.
- (d) Maintain bank accounts and enter into contracts on behalf of the Association for association purposes.
- (e) Do any and all things necessary for the promotion and development of the Walnut Creek development.

SECTION 2 - DUTIES - It shall be the duty of the Board of Directors to:

- (a) To supervise all officers, agents and employees of the Association to see that their duties are properly performed..
- (b) As more fully provided in the Declaration, to fix the amount of any assessments, send written notice of same to every owner subject thereto, and to foreclose the lien against any property for which assessments are not paid.

ARTICLE V

OFFICERS AND THEIR DUTIES

SECTION 1 - ENUMERATION OF OFFICERS - The officers of the Association shall be a president, secretary and treasurer, who need not be members of the Association and who shall be appointed by the Board of Directors, to hold office until removed by said Board. An officer can hold more than one (1) office simultaneously except the president shall not hold any other office simultaneously.

SECTION 2 - RESIGNATION AND REMOVAL - Any officer may be removed from office with or without cause by the Board of Directors, and any officer may resign at any time by giving written notice to the Board of Directors, which resignation shall take effect on the date of receipt of such notice or at any later date specified therein unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

9/22/88

*OK
JSA
10-06-88*

WALNUT CREEK

OF

HAWTHORN WOODS SUBDIVISION

ILLINOIS

Declaration

of

Covenants, Conditions and Restrictions

WALNUT CREEK
OF
HAWTHORN WOODS SUBDIVISION, ILLINOIS

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WALNUT CREEK OF HAWTHORN WOODS, ILLINOIS DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 30th day of Sept., 1988 by LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Number 113271, dated May 18, 1988, collectively hereinafter referred to herein as "DECLARANT".

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of certain property located in the County of Lake, State of Illinois, which is known as Walnut Creek of Hawthorn Woods Subdivision according to the plat thereof recorded with the Recorder of Deeds of Lake County, Illinois on as Document No. , and more fully described on Exhibit "A" attached hereto and specifically incorporated by reference herein, and hereinafter referred to as the "Property"; and

WHEREAS, DECLARANT intends to convey the Property, or portions thereof, subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth.

NOW THEREFORE, DECLARANT hereby declares that all of the Property described in the aforesaid Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property.

Said easements, covenants, restrictions and conditions shall run with the Property and shall be binding upon all parties having or acquiring any right, title, or interest in the Property or any portion thereof and shall inure to the benefit of each owner thereof and his successors and assigns.

ARTICLE I

DEFINITIONS

In the construction and interpretation of this Declaration, all words shall be defined as follows:

1.1 Association: The Walnut Creek of Hawthorn Woods Homeowner's Association, and Illinois not-for-profit corporation and successors and assigns formed or to be formed.

1.2 Board: The Board of Directors of the Association as constituted at any time or from time to time in accordance with the applicable provisions hereof.

merely as security for the performance of an obligation. The term "Owner" shall include DECLARANT to the extent of the number of lots owned by DECLARANT or by any other title holding trust of which the beneficiaries of DECLARANT shall be the beneficiaries, and also include the interest of DECLARANT (or of such other title holding trust) as contract seller of any Lot.

1.5 Member: An Owner who holds membership in the Association pursuant to the terms of the Declaration.

1.6 Lot Membership: Membership in the Association which is appurtenant to a Member's Lot as provided for herein.

1.7 The Property: The real estate legally described in Exhibit "A" attached to the Declaration, including any and all easements appurtenant thereto.

1.8 Declaration: The within Declaration of Covenants, Conditions and Restrictions and any amendments thereto.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

2.1 Each owner of any residential Lot shall automatically become and be a Member of the Association so long as such Owner continues to be an owner of any residential Lot or any portion thereof. On termination of the interest of any Owner in any particular portion of the Property, his membership shall thereupon automatically terminate, transfer, and inure to the new Owner succeeding such Owner in interest.

2.2 The Association shall have two (2) classes of membership:

(a) CLASS A: Class A members shall be the owners of all or any part of the real estate described in the aforesaid Exhibit "A", except as defined as Class B members. Each Class A member shall be entitled to one vote, provided however, that until the termination of Class B membership, there shall be no Class A voting rights. In the event any Class A member transfers a part but not all of his property encompassed by this Declaration, then each owner of any portion of such transferred property shall be a Class A member, whose rights and obligations under this Declaration shall be determined in proportion to said owners' interest in said Property.

(b) CLASS B: The Class B member shall be DECLARANT, an Illinois corporation, which shall be entitled to the single vote in the Association until the said DECLARANT

Upon the occurrence of the foregoing events, all Class B membership shall cease and only Class A membership shall exist in the Association. It is further understood that so long as Class B membership shall remain in existence, DECLARANT may transfer, assign or terminate all or part of its right, title, interest, and/or powers inuring pursuant to its Class B membership hereunder, which assignment shall become effective upon the recordation of any deed or other recorded instrument so designating same.

ARTICLE III

ARCHITECTURAL CONTROL

3.1 Until the expiration of Class B membership, the Class B member shall act as the Architectural Control Committee. Thereafter there shall be an Architectural Control Committee comprised of three (3) members appointed by the Class B member. Upon the expiration of Class B membership, said committee shall be elected by the Class A members. The Architectural Control Committee shall not be entitled to any salary for serving thereon, but reasonable fees may be paid to any consultants for services rendered to the committee.

3.2 No signs, fences, landscape fencing, or above ground swimming pools are permitted except those as described in Section 4.10 of these Declaration of Covenants herein. All buildings or any other structures, including but not limited to grading and permitted in-ground swimming pools, shall not commence, be erected or maintained upon any or all of the real estate described in the aforesaid Exhibit "A", nor shall any building be erected on said Property, nor any change or alteration thereon, be made until the plans and specifications, including but not limited to architectural and engineering, showing the nature, kind, shape, height, materials, color and location of the same, shall have been submitted to and approved in writing by the Hawthorn Woods Architectural Control Committee, as to harmony of external design and location in relation to the surrounding structures and topography, and as to aesthetics and effect on the balance of the Property described in Exhibit "A". It is understood that the Architectural Control Committee intends to have all grading and engineering plans submitted for approval to a licensed engineer selected by said Committee in order that said grading and engineering plan will conform with the overall grading and engineering plan for the real estate described in the aforesaid Exhibit "A". It is understood that all costs and fees incurred by

ARTICLE IV

BUILDING AND USE RESTRICTIONS

The following covenants and restrictions shall apply to and be binding upon all Lots on the Property:

4.1 Residential Use. Each Lot (except all outlot parcels of Property) and the building erected thereon shall be used only for purposes of housing and residential use, and for no other purpose, except that professional and quasi-professional people may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a resident from : (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

4.2 Detached Structures. Detached structures are regulated by the accessory building structure and use provisions of the Village Zoning Ordinance. Any structures erected on any Lot which are not attached to the residence located thereon shall be at least thirty (30') feet from said residence (with the exception of dog runs as covered under 4.10 of these covenants). The said thirty (30') feet distance shall be measured between the exterior part of the residence and the exterior part of the out-structure which are closest to each other. No detached structures are permitted except allowed under 4.10 of these covenants.

4.3 Nuisances. No unlawful noxious or offensive activities shall be carried on in any building or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Association cause unreasonable noise or disturbance to others.

4.4 Development Activity. Notwithstanding any other provision herein, the DECLARANT and/or its beneficiaries, shall be entitled to conduct on the Property all activities normally associated with and convenient to the development of the Property and the construction and sale of single-family residential units on the Property, including but not limited to the right to maintain a temporary sales office, signs, trailers, and other operations incidental to the promotion and sale of portions of the Property with special use permit.

4.5 Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, trailer, basement, tent, shack, garage, barn or other outbuilding, shall be used on any

sale" signs similar to those customarily used by real estate brokers in the area in connection with the sale of similar property, all of which signs shall be in compliance with the applicable ordinances of the Village of Hawthorn Woods, Each Owner, and every lessee or tenant of an Owner, shall maintain his Lot, and any improvements located thereon, in good condition and in good order and repair, at his own expense. No Owner or resident shall display, hand, store or use any clothing, sheets, blankets, laundry or other articles outside his residence, or which may be visible from the outside of his residence, (other than draperies, curtains, or shades of customary nature and appearance, subject to the rules and regulations of the Association), without the prior written permission of the Association.

4.7 Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in clean and sanitary manner as prescribed from time to time in rules and regulations of the Association. No burning of refuse shall be permitted outside of the residence, except the burning of leaves will be permitted as or if allowed by applicable ordinances.

4.8 Drainage. No Owner shall either alter or interfere with, or make any material change in, the grade or drainage of his Lot. The determination by the Association that a change is in violation of this Section 4.8 shall be conclusive and binding on all parties involved.

4.9 Rules and Regulations. Each Owner shall comply with all rules and regulations which from time to time may be adopted by the Board in connection with or pertaining to soil conservation, drainage, and landscaping.

4.10 Exteriors. Unless approved by the Architectural Control Committee and the Village of Hawthorn Woods, accessory structure including but not limited to ornamental fences, signs not covered in this ordinance, walls, playhouses, dog runs, solar panels or exterior television antennas, satellite receiving dishes, and/or earth stations shall not be permitted on the property. All driveways located on the Property shall be paved and all Lots shall be seeded or sodded within one (1) year of occupancy.

4.11 Partial Construction: Any and all construction on the Property shall be commenced and diligently pursued and shall not remain in partly finished condition any longer than is reasonably necessary for completion thereof. The Owner of any portion of the Property upon which improvements are being constructed shall at all times keep public and private streets being utilized by such Owner in connection with said construction, as well as the real estate of such Owner, free from any dirt, mud, garbage, trash or other debris which might be deposited

including but not limited to boats and/or snowmobiles, shall be utilized on or about outlot parcels A and B at any time.

4.13 Livestock and Poultry. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any Lot, except that dogs and cats aggregating three in number, or other usual household pets, may be kept, provided they are not kept, bred or maintained for any commercial purpose; and further provided that all Owners, in addition to these covenants, shall comply with all ordinances of the Village of Hawthorn Woods regarding animals, livestock or poultry.

4.14 Parking. No fuel driven vehicles or trailers as in accordance to the rules and regulations of the Village of Hawthorn Woods belonging to or used by Owners or their immediate families may be parked overnight on public streets.

4.15 Manufacturing. No part of the Property, or any Lot, and no building erected or maintained on any part of the Property, shall be used for manufacturing or industrial purposes.

4.16 Garages. All houses shall have attached garages, said garages shall be for at least two (2) cars.

4.17 Screening Offensive Objects. All equipment, garbage cans, service sheds, wood-piles, and storage piles shall be enclosed or kept screened by adequate planting so as to conceal them from view of neighboring Lots and streets, provided however, that none of the terms and conditions of the within section shall be deemed to apply to DECLARANT and/or the beneficiaries thereof, in connection with any construction being performed by either of them on the Property.

4.18 Drilling Structures. No derrick or other structure designated for use in boring, mining or quarrying for oil or natural gas, precious minerals, shall be erected, maintained or permitted upon any Lot; provided that nothing in this Declaration shall be construed to restrict a public utility from erecting, maintaining, and operating upon any Lot owned by it in said tract, a well, housing and equipment for the purpose of extracting from the sub-surface and/or the treatment, storage and distribution of water through the system of such public utility.

4.19 Maintenance of Residence and Grounds. The exterior surfaces of all structures shall be kept in good repair and shall be cleaned and painted as required to avoid any unsightly appearance. With respect to any Lot upon which a residence has been constructed, all grass shall be mowed at least once every other week from May through September of each year, and weeds shall not be allowed to grow on said Lots.

act, the affect of which will impair the function and/or aesthetics of the aforescribed detention/retention facilities or any of the appurtenances in connection therewith.

5.3 Each Owner of all or any portion of the Property shall be required to maintain any and all landscape easements and detention/retention areas, or portion thereof, located on said Owner's respective Lot. Said maintenance shall be as requested by the Village of Hawthorn Woods or any other applicable agency. Upon the failure so to do, the Association may go upon the Lot of such Owner and perform said maintenance obligation, in which event the Association shall have a lien against the property of said Owner for the costs expended by the Association together with interest thereon at the highest legal rate plus the costs of collection thereof including attorneys' fees. Said Owner shall further be personally liable to the Association for the foregoing.

5.4 The Association may bring an action at law or in equity against said Owner so obligated to pay the same or to foreclose the lien against said Owner's property and there shall be added to the amount of such assessment the costs of such action as herein provided. In the event a judgment is obtained such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the court together with the costs of said action.

5.5 The lien of the assessments provided for herein, and any other lien created in favor of the Association under the provisions of this Declaration, shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the real estate encompassed hereby, provided however, that as to the subordination of such assessment liens to the lien of the aforesaid mortgages, such subordination shall apply to only those assessment liens which have become effective prior to the sale or transfer of such property pursuant to a decree of foreclosure or any other proceeding or action in lieu of foreclosure. Said sale or transfer shall not relieve such property or its owners for liability for any assessment thereafter becoming due, nor from any lien by reason of any subsequent assessment or by reason of any other provision of this Declaration.

5.6 If at any such time all or a portion of the landscape fence and/or signage within the landscape easements as shown on the Final Plat of Subdivision for the Property should be in need of maintenance or repair, the Association shall make the necessary assessments per their rights within this declaration to gather appropriate funds to maintain and restore the easement property and the facilities thereupon to their original state.

years. Any amendment will require only the signature of the Class B member so long as there is Class B membership. From and after the termination of the Class B membership, the signatures of more than fifty (50%) percent of the Class A members shall be required.

6.2 Any notice required to be sent hereunder shall be deemed to have been properly sent with mailed, postage prepaid, to the last known address of the record addressee as shown on the records of the County of Lake at the time of such mailing or to such address for receipt of notices given the Association in writing by any such individual or entity entitled to notice.

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

6.4 If any obligation hereunder is not performed by any Owner of any or all of the real estate herein described within ten (10) days of presentation of a demand therefor for the Association, then such obligation shall be considered to be in default and the Association may, but need not, enter upon the property in question and perform such obligation, in which event any amount so expended therefor, together with interest thereon at the highest rate which can be legally charged and the cost of collection thereof including court costs and attorneys' fees, shall become a continuing lien on the property owned by any such Owner, which shall bind said property in the hands of said Owner and said owner's heirs, devisees, personal representatives, successors and assigns. The Association may bring an action at law or in equity against said owner so obligated to pay to same or to foreclose the lien against said owner's property and there shall be added to the amount of such assessment the cost of preparing the filing of the complaint and other attorneys' fees in connection with such action. In the event a judgment is obtained, such judgment shall include interest on the assessment at the highest legal rate of interest and reasonable attorneys' fees to be fixed by the court together with all costs of such action.

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

6.6 In addition, any and all other rights and remedies provided

foreclosure of such lien and the appointment of a receiver for the Lot and ownership interest of such Owner, or for damages or injunction, or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. No remedies herein provided for, available at law or in equity, shall be deemed mutually exclusive of any other such remedy. All expenses of any Owner in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be a lien upon the Lot of such Owner and upon all of his additions and improvements thereto, and upon all of his personal property upon the Lot. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by any Lot owner.

6.7 Land Trusts. In the event title to any Lot should be conveyed to a land title holding trust, under which all powers of management, operation and control of the premises remain vested in the trust beneficiary or beneficiaries, then the trust estate under such trust, and the beneficiaries thereunder, from time to time, shall be liable for payment of any obligation, lien or indebtedness chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holding trustee personally for payment of any claim, lien, or obligation hereby created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against any such lien or obligation, but the amount thereof shall continue to be a charge or lien upon the premises notwithstanding any transfers of beneficial interest in the title to such real estate.

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

6.9 Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration

6.10 The terms, conditions and provisions of the By-laws attached hereto as Exhibit "B" are specifically incorporated by reference herein.

6.11 The Association shall have the power, upon the vote of the Class B member or upon the vote of a majority of the Class A members, to levy assessments against all members for the purpose of performing any obligation of the Association, including but not limited to exercising its right pursuant to Section 5.4 hereof. Said assessments shall be levied against each Owner of any Lot and failure to pay same within ten (10) days of said levy shall entitle the Association to a lien against the Lot of any such Owner as in the case of liens set forth in Sections 5.4 and 5.5 hereof. Said Owner shall further be personally liable for the payment thereof.

6.12 Trustee Exculpation. It is expressly understood and agreed, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the DECLARANT while in form purporting to be the representations, covenants, undertakings and agreements of said DECLARANT are nevertheless made and intended not as personal representations, covenants, undertakings and agreements by the DECLARANT or for the purpose or with the intention of binding that portion of the trust property specifically described herein, and this instrument is executed and delivered by said DECLARANT not in its own right, but solely in the exercise of the powers conferred upon it as such DECLARANT; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the La Salle National Bank, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. It is understood and agreed by the parties hereto that the DECLARANT, in executing this Declaration as the legal title holder of the Property, does so solely for the purpose of binding the Property to the terms, conditions and provisions of the Declaration.

6.13 In the event that there is a conflict between the terms and conditions of the Village of Hawthorn Woods Code, Ordinances and Provisions, and the terms and conditions herein, the more stringent code provision, standard, or criteria shall prevail. No act or activity prohibited by the existing or hereinafter amended Village Code, Ordinances and Provisions of the Village of Hawthorn Woods shall be hereby permitted by the terms and conditions contained herein.

EXHIBIT "A"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43 and Outlot parcels A and B in Walnut Creek of Hawthorn Woods Subdivision, being a subdivision of that part of the Southwest Quarter of Section 5, Township 43 North, Range 10, East of the Third Principal Meridian, which lies Northeasterly of the center line of State Rte. 32, as shown on the plat of survey recorded in Book 29 of plats, Page 17, as DOCUMENT 524178 (except therefrom the West 3 rods, measured on the North line thereof) all in Lake County, Illinois.

EXHIBIT "B"
TO THE DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS
BY-LAWS OF
WALNUT CREEK OF HAWTHORN WOODS HOMEOWNERS ASSOCIATION

ARTICLE I
NAME AND LOCATION

The name of the Corporation is WALNUT CREEK OF HAWTHORN WOODS HOMEOWNERS ASSOCIATION, hereinafter referred to as "Association". The principal office of the corporation shall be located at 201 W. Main St., Barrington, Illinois 60010, but the meetings of the members and directors may be held at such places within the State of Illinois, Counties of Lake and Cook only as it is held at the offices of DECLARANT, as may be designated by the Directors.

ARTICLE II
MEETING OF MEMBERS

SECTION 1 - ANNUAL MEETINGS - The first meeting of the members shall be held within thirty (30) days after the termination of Class B membership as defined in the Declaration of Covenants, Conditions, and Restrictions to which these By-Laws are appended and hereinafter referred to as the "Declaration". Any subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 10:00 A.M. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

SECTION 2 - SPECIAL MEETINGS - Special meetings of the members may be called at any time by the president or any director upon written request of any Class A member provided, however, that no Class A member may call a special meeting until after the expiration of the Class B membership.

SECTION 3 - NOTICE OF MEETINGS - Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each member addressed to the member's last address last appearing on the books of the Association or supplied by such members of the Association for the purpose of notice, or as otherwise provided by the Declaration. Such notice shall specify the place, day and hour of the

meeting. Upon expiration of the Class B membership, the presence at a meeting of members holding title to not less than one-fourth (1/4th) of the subdivided lots in number described in the plat or plats of subdivision of the real estate described in the aforesaid Exhibit "A" appended to the Declaration shall constitute a quorum. If, however, such a quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice, other than announcement of the meeting, until a quorum as aforesaid shall be present or be represented.

SECTION 5 - PROXIES - At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary of the Association. Every proxy shall be revocable and shall automatically cease upon conveyance by any such member of his interest in the real estate described in the Declaration.

SECTION 6 - PLACE OF MEETING - All meetings shall be held at such place as may be designated in the notice of such meeting in the Counties of Cook and Lake, State of Illinois.

ARTICLE III

DIRECTORS

SECTION 1 - NUMBER - The affairs of this Association shall be managed by the number of directors provided for in the Articles of Incorporation of the Association, which directors shall be designated by the Class B member and may be replaced at any time by the Class B member so long as the Class B membership exists. Upon the expiration of Class B membership, the number of directors may be increased at any time to a number not to exceed the number of Class A members at which time the directors will be elected on an annual basis by the Class A members in accordance with the voting rights as set forth in Article II of the Declaration.

SECTION 2 - TERM OF OFFICE - The first directors, or successor directors, selected pursuant to Section 1 of this Article shall serve until the expiration of Class B membership. At the first meeting after the expiration of Class B membership, and at each annual meeting thereafter, the members shall elect new directors to succeed those whose terms have expired and to fill vacancies for a new term of one (1) year.

SECTION 3 - REMOVAL - Subsequent to the expiration of Class B membership, any director may be removed from the Board with or without cause by a majority vote of the Class A members of the Association.

After the expiration of Class B membership, in the event of a death

SECTION 2 - RESIGNATION AND REMOVAL - Any officer may be removed from office with or without cause by the Board of Directors, and any officer may resign at any time by giving written notice to the Board of Directors, which resignation shall take effect on the date of receipt of such notice or at any later date specified therein unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.