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**AMENDED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE
ORCHARD BROOK
HOME ASSOCIATION**

OCTOBER 22, 1999

CHARGE C.I.L.C. DUPAGE C519972

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OF THE ORCHARD BROOK HOME ASSOCIATION

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**AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF THE ORCHARD BROOK HOME ASSOCIATION**

THIS FIRST AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of this 22nd day of October, 1999 , by the Orchard Brook Home Association (hereafter the "Association"), an Illinois not-for-profit corporation, and its Members (as herein after defined).

RECITALS

WHEREAS the Association is an Illinois not-for-profit corporation formed in 1964 for the maintenance, upkeep, management, preservation and enhancement of the single-family residential community known as Orchard Brook Subdivision in Downers Grove, Du Page County, Illinois (hereafter the "Subdivision"); and

WHEREAS the Association's Members are the owners of single-family detached homes within the Subdivision; and

WHEREAS the legal description of the Subdivision (defined in paragraph 1.21) and all of the real estate contained within the Subdivision and made subject to this Amended Declaration of Covenants, Conditions and Restriction is set forth in Exhibit A hereto; and

WHEREAS the Subdivision was developed by D. Harper Corp. and its successors in interest (together called the "Developer" herein); and

WHEREAS the Subdivision includes Lots (defined in paragraph 1.11), Common Areas (defined in paragraph 1.7), and public streets and right of ways; and

WHEREAS certain Declarations of Covenants, Conditions and Restrictions (hereafter the "Initial Declarations") are recorded against the Subdivision and all of the real property within the Subdivision, which Initial Declarations are listed as follows:

- A. Document Number R64-46409 recorded by D. Harper Corp. on December 11, 1964 applicable to all of Orchard Brook;
- B. Document Number R65-4463 recorded by D. Harper Corp. on February 10, 1965 applicable to Orchard Brook East;
- C. Document Number R67-33220 recorded by Oak Park National Bank as Trustee on August 28, 1967 applicable to Orchard Brook North;
- D. Document Number R68-43796 recorded by Oak Park National Bank as Trustee on

September 30, 1968 applicable to Orchard Brook West;

- E. Document Number R69-44062 recorded by Citizens National Bank of Downers Grove, Illinois as Trustee on October 6, 1969 applicable to Orchard Brook South; and

WHEREAS during the development of the Subdivision, the Developer managed the Association and the Subdivision; and

WHEREAS the Developer's interest in and management of the Subdivision has long since ceased; and

WHEREAS the Members of the Association acting through the Association's Board of Directors have for many years assumed and exercised the complete right to and responsibility for the management of the Association and Subdivision in accordance with the Initial Declarations and the By-laws of the Association; and

WHEREAS the Members of the Association find it necessary and desirable to modify, amend and up date the covenants and conditions contained in the Initial Declarations; and

WHEREAS, by their terms, the Initial Declarations may be amended by a written instrument approved by a majority of the then Owners of the Lots;

NOW, THEREFORE, by vote of the Members of the Association, Declarant (as defined in paragraph 1.10) declares that the Initial Declarations, including the covenants, conditions, easements, charges and liens are hereby amended, superceded and replaced by this Amended Declaration of Covenants, Conditions and Restrictions (except that nothing herein contained shall be construed as abrogating any existing recorded easements), and that the real properties described in Exhibit A hereto, and such additions thereto as may be hereafter made pursuant to Article XIII of this Amended Declaration of Covenants, Conditions and Restrictions are and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, provisions and liens hereinafter set forth.

ARTICLE I: DEFINITIONS

1.1 "Amended Declaration" shall refer to this document entitled "Amended Declaration of Covenants, Conditions and Restrictions."

1.2 "Association" shall refer to the Orchard Brook Home Association, an Illinois not-for-profit corporation, its successors and assigns.

1.3 "Board of Directors" or "Board" shall refer to the body of Members of the Association duly elected to manage the Association in accordance with this Amended Declaration and the Association's By-laws. "Director" shall refer to a member of the Board of Directors.

1.4 "Building Height" or height of a structure is the vertical distance measured from finish grade level adjacent to the building being measured to the highest point of that building, usually the ridge line. Chimneys and ornamental architectural projections such as, but not limited to cupulas, shall not be included in calculating Building Height. "Finish grade" as used herein shall mean that the level of the ground surface adjacent to the building which has been approved by the Village of Downers Grove and/or which provides for proper drainage away from the building's foundation.

1.5 "By-laws" shall refer to the duly approved By-laws of the Association as amended from time to time.

1.6 The term "commercial vehicle" shall include all automobiles, trucks or vehicular equipment which pursuant to State statute or Village ordinance require commercial license plates or shall bear signs or have printed on their side reference to any commercial undertaking.

1.7 "Common Areas" shall refer to all the real property, together with the improvements thereon and the appurtenances thereto, shown and referred to on the recorded plats creating the Subdivision as "Private Community Areas" and any area(s) so dedicated on any property made subject to this Amended Declaration in the future. The Common Areas include but are not limited to the swimming pool, Clubhouse, wetland areas located on the Private Community Areas and the gas lights installed on the parkways in the Subdivision and maintained by the Association and all appurtenances, replacements, enhancements, improvements and additions. Should any area currently designated as a Private Community Area be sold or conveyed, it shall cease to be a Common Area and shall become a Lot as defined in paragraph 1.11. Common areas shall not include dedicated public right of ways.

1.8 "Common Expenses" shall mean the proposed or actual expenses effecting the Common Areas or incurred by the Association in performing its duties, including, but not limited to, reserves and monies paid for capital improvements.

1.9 "Conditions and Restrictions" shall refer to the covenants, provisions, restrictions, easements, charges and liens set forth in this Amended Declaration.

1.10 "Declarant" shall refer to the Association.

1.11 "Lot" as used herein shall refer to each of the lots of record within the Subject Properties (as defined in paragraph 1.22), excluding the Common Areas.

1.12 "Member" or "Member of the Association" shall refer to every person (as defined in paragraph 1.15) who is an Owner (as defined in paragraph 1.13). "Members in good standing" as used herein refers to Members whose voting rights have not been suspended pursuant to paragraph 3.5.

1.13 "Owner" and "Ownership" shall mean the record title holder of a fee or undivided fee interest in any Lot. The words "Owner" and "Ownership" shall include the following: (a) both the trustee and the beneficiary or beneficiaries in the case of a trust holding legal or equitable title to any Lot, (b) the corporation and its shareholders in the case of a corporation holding legal or equitable title to any Lot, (c) the limited liability company and its members in the case of a limited liability company holding legal or equitable title to any Lot, (d) the partnership and its partners in the case of a partnership holding legal or equitable title to any Lot, and (e) the chief executive officer of any public body acquiring legal or equitable title to any Lot. In the case of any Lot, the trustee shall furnish the Association with a certified copy of the trust agreement, a corporation shall furnish the Association with a list of its shareholders, a limited liability company shall furnish the Association with a list of its members and a partnership shall furnish the Association with a list of the partners and the public body shall furnish the Association with the name of its chief executive officer. Such persons shall, subject to the limitations set forth in Article III, be the Member entitled to vote at elections at which the votes of Members are taken and be personally liable for the annual and special assessments. The words "Owner" and "Ownership" shall exclude those having an interest in a Lot merely as security for the performance of an obligation, such as, by way of example, a mortgagee or a lienor, prior to such secured party taking fee simple title to the property through sale.

1.14 The responsibilities set forth in paragraphs 9.19, 9.20 and 9.22 shall be known as the "Owner's Maintenance Obligation".

1.15 "Person" shall refer to one or more living human beings.

1.16 "Person or other entity" shall refer to one or more living human beings, corporations, partnerships, limited liability companies, trusts, or other legal entity capable of holding title in Illinois.

1.17 "Record" shall mean either (i) to place a document of record in the Office of the Recorder of Deeds of DuPage County, Illinois; or (ii) a matter shown on a document that has been placed of record in the Office of the Recorder of Deeds of DuPage County, Illinois.

1.18 "Residence" shall mean one detached, free standing building designed to be one housing unit occupied by a single group of people living together as a family.

1.19 "Rules and Regulations" shall mean those Rules and Regulations adopted by the Board of Directors in accordance with paragraph 4.1(k).

1.20 "Structure" shall mean anything erected or constructed the use of which requires or is intended to occupy a more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground. The term "Structure" is to be given its broadest possible meaning. Included in the definition of Structure for the purpose of this Amended Declaration shall be, among other things, buildings, walls, patios, decks, pools, signs, sheds, posts, poles, playground equipment and fences.

1.21 "Subdivision" shall refer to that tract or parcel of land which encompasses all of the properties described on Exhibit "A" hereto, together with all improvements located thereon.

1.22 "Subject Properties" shall mean and refer to all Lots and Common Areas located within the Subdivision and included in the legal description attached hereto and incorporated herein as Exhibit A together with any real property made subject to this Amended Declaration in the future under the provisions of Article XIII and any personal property appurtenant thereto.

ARTICLE II: PURPOSE OF THIS INSTRUMENT

2.1 Statement of Purpose: The purpose of this Amended Declaration is to provide the means by which to administer, manage and maintain the Subject Properties in a manner that will preserve their character as an outstanding residential community in which to reside and live.

2.2 Benefit of Present and Future Owners: This Amended Declaration, and the covenants, conditions, restrictions, easements and liens established herein, shall run with the land included in the Subject Properties, and shall inure to the benefit of and be binding upon each and every Owner, and his, hers or its respective heirs, representatives, successors, purchasers, lessees, grantees and mortgagees. By the recording or accepting the conveyance of a Lot or any interest therein or any interest in any real estate which is part of the Subject Properties, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Amended Declaration, the By-laws of the Association and the Rules and Regulations.

2.3 Effective Date: This Amended Declaration, having been approved by the majority of the Owners of record on or about the date first set forth above, shall be binding upon each Owner and Lot of record as of the date falling on the third anniversary of the date this Amended Declaration is recorded in the office of the Recorder of Deeds for DuPage County, Illinois. The Association shall not be estopped after the effective date of this Amended Declaration, however, from preventing the continuance of or from seeking damages resulting from a breach of the covenants and conditions occurring after the effective date on the basis that said condition or conduct pre-existed this Amended Declaration.

ARTICLE III: THE ASSOCIATION • MEMBERSHIP

3.1 The Association: The name of the Association is Orchard Brook Home Association. Orchard Brook Home Association is, and shall remain, a common interest community as defined in 735 Illinois Compiled Statutes ("ILCS") § 5/9-102 (a)(8) (West, 1998). It is and shall continue to be organized under the Illinois Not-for-Profit Corporation Act or such other form of legally recognized form of organization as is beneficial to the Members and which permits the Association to fulfill its duties under this Amended Declaration. The registered office of the corporation shall be located at 1089 35th Street, Downers Grove, Illinois, or at the office of the corporation's registered agent, as the Board of Directors may from time to time determine. Meetings

of Members and Directors may be held at such places within the State of Illinois, County of DuPage as may be designated by the Board of Directors. For the benefit of its Members, the Association, acting through its Board of Directors, shall have the powers relating to the governance, maintenance, repair, improvement, management, and operation of the Common Areas and administration of the Subject Properties set forth in this Amended Declaration and the Association's By-laws.

3.2 Membership: There shall be only one class of Membership in the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot in the Subject Properties.

3.3 Property Rights - Rights of Enjoyment: Except as provided in paragraph 3.5, the rights of each Member are deemed to be an easement for the use of the Common Areas in accordance with the provisions of this Amended Declaration, the Association's By-laws and the Rules and Regulations. Persons legally residing on the Lot with the permission of the Owner shall have the benefits of Membership as set forth in this Amended Declaration. A Member may delegate the rights of enjoyment of the Common Areas and facilities to the members of his or her household. A Member shall notify the Secretary of the Association in writing of the name of each delegee. The rights and privileges of each delegee are subject to suspension to the same extent as those of the Member. The Association may charge a fee for the use of certain areas of the Common Areas, including but not limited to the swimming pool and Clubhouse by Members, their guests and/or non-members.

3.4 Voting Member: For purposes of voting, determining if a quorum is present or apportionment, each Lot shall constitute one Membership. One person shall be designated by the Owner as the "Voting Member" for each Lot at each election during which votes of the Members are taken. The Voting Member shall be the person entitled to cast the vote for the Lot at the election. In the case of an Owner not residing on the Lot, the Voting Member need not be a person living on the Lot. The Voting Member for a Lot may change from time to time, but each Lot shall be entitled to only one vote at any election. If the record Owner of a Lot shall be in more than one person, or if an Owner is a trustee, corporation, limited liability company, partnership or other legal entity, then the Voting Member for the Lot shall be designated by such Owner or Owners in writing to the Secretary of the Board and, if no designation is given, then the Board shall recognize any one Member connected with the Lot as the Voting Member for the Lot.

3.5 Suspension of Membership Rights: During any period in which a Member shall be in default of the Member's obligations established in this Amended Declaration, the right of such Member to vote and/or use the Common Areas may be suspended by the Board of Directors until such default has been cured, provided that the Board of Directors has in like manner suspended the rights of all Members in similar defaults at the time.

3.6 Personal Liability: In all cases each Owner shall remain personally liable for the obligations of Membership in the Association as set forth in this Amended Declaration, the By-laws and the Rules and Regulations.

3.7 Transfer of Ownership: The Association shall be given written notice of the name of any intended transferees of a Lot (and if the intended transferee is a trust, corporation, partnership, limited liability company or other legal entity the Association shall be given the names of each of the persons having the beneficial interest, shareholder interest, partnership interest, membership interest or other rights of ownership of such entity) prior to any such transfer. The requirements of the last sentence may be met by providing the Association the required information at the time the Association is requested to provide assessment information to such proposed transferee and, subsequently, any changes thereto.

ARTICLE IV: ADMINISTRATION OF THE ASSOCIATION

4.1 Duties of the Association: The Association acting exclusively through its Board of Directors shall

- (a) provide for the operation, care, upkeep, maintenance, replacement and improvement of the Common Areas;
- (b) provide for the employment and dismissal of the personnel necessary or desirable for the operation, care, upkeep, maintenance, replacement and improvement of the Common Areas and the administration of the Association;
- (d) acquire and maintain comprehensive public liability, property damage, worker's compensation, employer's liability Insurance, officers' and directors' liability insurance and other insurance in such limits as the Board shall from time to time deem necessary or desirable, insuring the Association, its Board of Directors, officers, managers, agents, employees, and Members from liability;
- (e) pay Common Expenses;
- (f) pay real property taxes, special assessments, and any other special assessments, taxes or charges of the State of Illinois or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon the real property of the Association;
- (g) pay such income, employer, unemployment, sales and other taxes as the Association is legally obligated to pay;
- (h) levy and collect assessments in accordance with this Amended Declaration and collect all other amounts due to the Association;
- (i) impose charges for late payment of assessment or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, levy reasonable fines for violation of this Amended Declaration, the Association's By-laws, and the Rules and

Regulations;

(j) prepare and mail or deliver to the Members the annual budget for the Association not less than thirty (30) days prior to the meeting of the Board of Directors concerning the adoption of the proposed budget;

(k) adopt, amend and publish, from time to time, Rules and Regulations governing the Common Areas and use of the Common Areas by Members and all other persons or entities ("Rules and Regulations"), architectural controls as provided in Article X of this Amended Declaration and those aspects relating to the use and maintenance of the exterior of the Lots of the Subject Properties provided in this Amended Declaration; provided that no Rule or Regulation may conflict with this Amended Declaration;

(l) keep, maintain and furnish to all Members of the Association an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenses, plus reserves;

(m) encourage and sponsor activities and functions which promote a sense of community within the Subdivision and Subject Properties, including social activities for Members and their families;

(n) seek relief, when necessary, on behalf of all Owners from or in connection with the assessment or levying of real property taxes, special assessments, and any other taxes or charges of the State of Illinois or of any political subdivision thereof or of any taxing or assessing body in connection with the Common Areas;

(o) obtain approvals and present, enforce or defend the rights or interests of the Owners in matters of common interest before public bodies, administrative agencies or courts having competent jurisdiction;

(p) perform the duties and fulfill the responsibilities of the Association set forth elsewhere in this Amended Declaration;

4.2 Real Property: The Association shall have the right to own, convey, encumber, lease and otherwise deal with real property owned or conveyed to it or purchased by it, to dedicate a portion of the Common Areas to a public body for use as, or in connection with, a street, utility, recreational area or other public use; provided however, in no event may the Association sell or dedicate real property except with the assent of two-thirds of the Members. In no event may the Association purchase real property except with the assent of two-thirds of the Members in good standing voting in person or by proxy at a meeting duly called for this purpose at which a quorum described in paragraph 11.6 is present. The Association shall further have the power to grant easements in the Common Areas for public use, public utilities, television cable and communications

lines.

4.3 Capital Improvements: The Association shall have the right to make or cause to be made alterations, capital improvements or additions to the Common Areas including lands and waterways dedicated for public use.

4.4 Right to Borrow and Service Debt: The Association shall have the power to borrow funds and in connection therewith to grant a security interest in all or any part of the Common Areas for the purpose of making, renovating, repairing or replacing capital improvements to the Common Areas and to refinance or restructure any debt of the Association; provided however, that in no event may the Association increase the then current aggregate borrowings of the Association in excess of \$100,000 except with the assent of two-thirds of the Members in good standing voting in person or by proxy at a meeting duly called for this purpose at which a quorum described in paragraph 11.6 is present. With respect to any debt authorized hereby, the Association shall have the power and authority to execute such loan documents as are customarily required in the Chicago Metropolitan Area. The maximum amount by which the then current aggregate borrowings may be increased without vote of the Members shall be adjusted annually after the date hereof by any increase in the Consumer Price Index (U.S. City Averages for Urban Wage Earners and Clerical Workers, All Items, of the United States Bureau of Labor Statistics).

4.5 Association's Authority to Employ Others: The Association may employ such persons and entities and the services of such accounting, architectural, construction, design, environmental, engineering, finance, insurance, legal, management, maintenance, planning, real estate, tax or other expertise or professional or consulting services as the Board may from time to time determine necessary or desirable to assist it in fulfilling its duties and responsibilities or to act on behalf of the Members. All agreements, contracts, vouchers for payment of expenditures and other instruments shall be signed on behalf of the Association in accordance with the Association's By-laws.

4.6 Authority of Association to Lease or License: The Association shall have the right to lease or to grant licenses or concessions with respect to the Common Areas, when reasonably deemed to be in the best interests of the Members.

4.7 Business or Political Activity: Nothing in this Amended Declaration shall be construed to give the Association authority to conduct a business for profit on a continuing basis on the Common Areas or any part of the Subject Properties or otherwise. Nothing contained herein, however, shall prohibit the Association from conducting, engaging in or permitting activities from time to time which are designed to raise money for the Association's use and benefit or for charitable causes. The Association shall not support a political party, a political position which does not directly effect the interest of the Association in carrying out its functions in accordance with this Amended Declaration or an individual political candidate in any public election without in each case the affirmative vote of two-thirds of the Members in good standing voting in person or by proxy at a meeting duly called for this purpose at which a quorum described in paragraph 11.6 is present.

4.8 Books and Records: The Association shall maintain the following records and make them available for examination and copying at convenient hours of weekdays by any Member or Owner or their duly authorized agents or attorneys:

(a) Copies of this Amended Declaration as recorded, the Association's Articles of Incorporation and By-laws, and the Rules and Regulations adopted by the Association, together with any amendments thereto and any other recorded documents effecting the Association or the Subject Properties;

(b) Detailed and accurate records in chronological order of the receipts and expenditures effecting the Association, specifying and itemizing the maintenance and repair expenses of the Common Areas and any other expenses incurred;

(c) Copies of all contracts, leases or other agreements entered into by the Association;

(d) Minutes of all meetings of the Association and the Board of Directors for not less than the immediately preceding seven (7) consecutive years;

(e) Ballots and proxies related thereto, if any, for any election held for the Board of Directors and for any other matters voted on by the Members of the Association for the period of not less than the immediately preceding (1) one year;

(f) Such other records as are available for inspection by members of a not-for-profit corporation organized under Illinois law.

The Association may charge a reasonable fee for fulfilling a request for copies of any records.

4.9 Audit: The Association shall cause its accounting records to be audited and certified annually by an independent certified public accountant prepared in accordance with generally accepted accounting principles consistently applied.

4.10 Information to Purchasers of Lots: In the event of the sale of a Lot in the Subject Properties, the Association shall, within not more than thirty (30) days of the written request from the Owner of the Lot, make available to the prospective purchaser for inspection or copying, the following:

(a) A copy of this Amended Declaration, other instruments effecting the use of the Subject Properties and any Rules and Regulations duly adopted by the Association in accordance herewith;

(b) A statement of any liens, including a statement of the account of the Lot in question setting forth the amounts of unpaid assessments and other charges, if any, then

currently due and owing;

(c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years;

(e) A statement of the status and amount of any reserve for replacement fund and any portion of such fund earmarked for any specified project by the Board of Directors;

(f) A copy of the statement of financial condition of the Association for the last fiscal year for which such a statement is available;

(g) A statement of the status of any pending suits or judgments in which the Association is a party;

(h) A statement as to whether or not any improvements or alterations made with respect to any Lot by the prior Owner or Member are in good faith believed to be in compliance with the standards set forth in this Amended Declaration.

A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or its Board of Directors and paid by the seller of the Lot.

4.11 Funds and Titles for the Benefit of Owners: All funds and all property, whether real or personal, acquired by the Association, and the proceeds thereof, shall belong to and shall be held for the benefit of the Members for the purposes stated in this Amended Declaration. The Association shall have no authority to voluntarily forbear collection of assessments from any Owner.

4.12 Qualify Under the Forcible Entry and Detainer Act: The Association shall comply with the requirements prerequisite to having the rights available to Common Interest Communities under the Illinois Code of Civil Procedure or other statute to maintain an action in forcible entry and detainer to enforce collection of assessments or expenses of the Association.

ARTICLE V: MEETINGS OF THE MEMBERS

5.1 Annual Meetings: The Members of the Association shall meet at least once every year for the purpose of electing Directors and for any other such business as may be properly brought before the Members. Annual meetings of the Members shall take place on a date, and at a time and place in DuPage County to be designated by the Board of Directors.

5.2 Special Meetings: Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of a number of the Members entitled to vote one fourth (1/4) of all of the votes of the entire Membership of the Association. Such requests shall state the purpose of the special meeting. In response to a request for a special meeting of the Members, the Board shall set a suitable date for a special meeting as soon as practicable and

shall give notice of the date, time and place set for the special meeting to the Members and the Directors in accordance with paragraph 5.3.

5.3 Notice of Meetings of Members: Written notice of each meeting of the Members specifying the purpose for which the meeting is being held and the place, day and time that the meeting is to take place shall be given to the Members by the Secretary of the Association not less than ten (10) nor more than thirty (30) days before the meeting is to be held. Notice of meetings of the Membership of the Association may be given by writing, including, but not limited to, publication in the Association's newsletter mailed or delivered to the Members. In addition, notice of meetings of the Membership shall be posted outside adjacent to the entrance to the Clubhouse or in such other conspicuous place as may be from time to time determined by the Board of Directors. No more than one notice of a meeting of Members need be mailed or delivered to any one Lot.

5.4 Need for a Quorum: The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of the Member of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation or in paragraph 11.6 of this Amended Declaration. If, however, such quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting, until a quorum is present or represented.

5.5 Proxies: At all meetings of the Members of the Association, each Voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association in advance of the vote at which they are to be exercised. Proxies shall be revocable upon written notice to the Secretary of the Association as to any matter on which an election has not been held and the votes cast. Proxies shall be irrevocable and binding once cast without notice of revocation having been duly given. Proxies shall automatically become null and void upon conveyance by any Member of the Member's Lot. If the Board of Directors has determined that the votes of all suspended Members are to be disregarded in connection with any particular election pursuant to paragraph 3.5, then all proxies of suspended Members are likewise rendered null and void.

ARTICLE VI: THE BOARD OF DIRECTORS

6.1 Management of the Association - Board of Directors: The Association shall be managed by a Board of nine (9) persons who shall constitute the Association's Board of Directors. Directors must be Members. Each Director shall serve for a term of three years with one third of the Board to be elected at each annual meeting of the Association. The Board of Directors shall have the exclusive authority to exercise for the Association all powers, duties and authority vested in the Association by law or this Amended Declaration, except for such powers, duties and authority reserved by law or this Amended Declaration to the Members.

6.2 Nomination: Nomination for election to the Board shall be made by the Board of Directors or by written petition containing the names of not less than ten (10) Members.

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Nominations may be made at any time prior to the election held at the annual meeting of the Association, including at the annual meeting.

6.3 Election: Election to the Board shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as there are Directors to be elected. Cumulative voting shall be permitted. The persons receiving the largest number of votes shall be elected.

6.4 Removal and Successor Directors: Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association or the unanimous vote of the remaining members of the Board of Directors. In the event of the death, resignation or removal of a Director, his or her successor shall be selected by the remaining members of the Board, provided that no Director removed by majority vote of the Members or by unanimous vote of the remaining members of the Board of Directors shall be reelected by the Board. The successor of a Director whose term in office is terminated by death, resignation or removal shall serve for the unexpired term of his or her predecessor.

6.5 Compensation: No Director shall receive compensation for any service he or she may render to the Association as a Director, officer or committee member. A Director shall be reimbursed for actual expenses incurred in the performance of his or her duties.

6.6 Meetings of the Board: The Board shall meet promptly after the annual meeting of the Members of the Association for the purpose of electing officers and transacting any other business that may properly come before it. In addition to the annual meeting, the Board shall hold not less than eight (8) regularly-scheduled meetings each year at the Clubhouse, or at such other place as may be fixed from time to time by resolution of the Board. Special meetings of the Board shall be held when called by the president of the Association, or by any two Directors, after not less than three (3) days' notice to each Director. Special meetings of the Board of Directors may also be held on the written request of not less than one-fourth ($\frac{1}{4}$) of all of the votes of the entire Membership of the Association, delivered to the Secretary of the Association. Requests for special meetings shall state the purpose of the meeting. In response to such a request by the Members or Owners for a special meeting of the Board of Directors the Board shall set a suitable date and time for a special meeting as soon as practicable. Meetings of the Board of Directors to adopt Rules and Regulations shall be called for that specific purpose and the notice of the meeting to the Members shall contain the full text of the proposed Rules and Regulations or changes thereto. Notice of the date and time of meetings of the Board of Directors for the purpose of adopting the proposed annual budget shall be given to the Members not more than thirty (30) or less than ten (10) days in advance to the Members. Notice of meetings of the Board of Directors may be given by writing, including, but not limited to, publication in the Association's newsletter mailed or delivered to the Members. In addition, notice of meetings of the Board of Directors shall be posted outside adjacent to the entrance to the Clubhouse or in such other conspicuous place as may be from time to time determined by the Board of Directors after giving not less than fifteen (15) days advance notice to the Members. No more than one notice of a meeting of the Board need be mailed or delivered to any

one Lot

6.7 Action Taken Without A Meeting: The Directors shall have the right to waive notice and to take any action in the absence of a meeting that they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

6.8 Quorum: A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

6.9 Open Meetings: Meetings of the Board shall be open to any and all Members of the Association (including Owners), except for that portion of any meeting held:

(a) to discuss arbitration, mediation or litigation when an action against or on behalf of the Association has been filed and is pending in a court, administrative tribunal or before an arbitrator or mediator or when the Board of Directors finds that such action is probable or imminent;

(b) to consider information regarding appointment, employment or dismissal of an employee, or

(c) to discuss violations of Rules and Regulations of the Association or unpaid common expenses owed to the Association.

Any vote on the foregoing matters shall be taken at a meeting or portion of a meeting which is open to any Member. Any Member may record by tape, film or other means the proceedings at any meetings required by this Amended Declaration to be open. The Board of Directors may prescribe reasonable Rules and Regulations to govern the right to make such recordings.

6.10 Duties of the Board of Directors:

6.10.1 The powers and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) Determine policy, manage and administer the Association;

(b) Cause the Association to perform its functions and obligations in accordance with this Amended Declaration and the Association's By-laws;

(c) Adopt and from time to time amend the By-laws of the Association which shall compliment and be consistent with this Amended Declaration;

- (d) Administer the Architectural Control provisions of this Amended Declaration;
- (e) Employ and supervise all officers, committees, agents, consultants and employees of the Association, and to ensure that their duties are properly performed;
- (f) Adopt the annual budget for the Association;
- (g) Act in a representative capacity in relation to matters involving the Common Areas;
- (h) Perform those other duties as are set forth in this Amended Declaration.

6.10.2 The Board of Directors may also act in a representative capacity in relation to matters involving more than one Lot unless the Member notifies the Board of Directors otherwise;

6.11 Duty of Care: In the performance of their duties, the officers and members of the Board of Directors shall exercise the care required of a fiduciary of the Owners.

6.12 Employment of Professional Management: The administrative duties of the Board, including the keeping of records, may be performed by a manager (which may be a professional management firm) employed by the Association. The Association shall have the right to pay reasonable compensation to a manager so employed.

ARTICLE VII: ASSOCIATION OFFICERS AND THEIR DUTIES

7.1 Officers of the Association: The Board of Directors shall elect from its members a President, Vice-president, Secretary and Treasurer, and any such other officers designated in the By-laws. Each officer shall perform the duties which commonly attach to the office that he or she holds and as set forth in the Association's By-laws.

7.2 Term: Each officer shall hold office one (1) year unless the office holder shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

7.3 Resignation and Removal: Any officer may be removed from office with or without cause by unanimous consent of the remaining members of the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified in the notice of resignation, the acceptance of such resignation shall not be necessary to make it effective.

7.4 Vacancies: A vacancy in any office may be filled by nomination and majority vote of the Board of Directors at either the next regularly scheduled meeting or at a special meeting called for such purpose. The officer elected to such vacancy shall serve for the remainder of the term of the officer replaced.

ARTICLE VIII: ASSOCIATION COMMITTEES

8.1 **Power to Appoint Committees:** The Board shall have the power and authority to appoint such committees as it deems necessary and advisable from time to time to carry out the obligations, responsibilities and duties of the Board. The duties of such committees shall be set forth in the By-laws of the Association or in the Board Resolution authorizing the creation of such committee.

ARTICLE IX: USE OF THE SUBJECT PROPERTIES

9.1 **Land Use and Building Type:** All Lots in the Orchard Brook Subdivision shall be used for single-family private Residence purposes only. No Structure other than a single-family private Residence with attached garage shall be constructed or maintained on any Lot in the Orchard Brook Subdivision, except as otherwise expressly specifically permitted in these Amended Declarations.

9.2 **Building Height:** Any Structure constructed or maintained in the Orchard Brook Subdivision shall not exceed two and one-half stories or 40 feet in height, whichever is the lesser.

9.3 **Floor Area:** The ground floor area of any Residence in the Subdivision, exclusive of attached garages, open terraces and breezeways, shall be:

- a. For one-story Residences - not less than 1,300 square feet.
- b. For Residences of more than one story - not less than 1,000 square feet, and the total living area in the Residence shall be not less than 1,750 square feet.

9.4 **Driveways:** Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone or other approved base material, and shall have a wearing surface of asphalt, concrete or brick. Plans and specifications for driveways, culverts, pavement edging or markers shall be subject to Architectural Control approval as provided in Article X of this Amended Declaration. No driveways shall be permitted from Highland Avenue.

9.5 **Natural Drainage Way:** Where storm water accumulates and remains on any Lot over an extended period of time, the Owner of the Lot may, with the written approval of the Architectural Control Committee, take such steps as shall be necessary to remedy such condition. No obstructions or diversions of existing storm water over or through the surface that storm water naturally flows upon or across any Lot shall be made by the Owner in such manner as to cause damage to other property or in disregard of the Association's or Village's drainage plan for the Subject Properties.

9.6 **Easements:** Where Developer or Declarant has granted any easement to a public utility or surface drainage easement or other easements of record which are set forth in any recorded

Plat of Subdivision, there shall be no permanent Structure or trees constructed or maintained on said easement but same may be used for gardens, shrubs, landscaping or other purposes that do not interfere with said uses or rights therein granted.

9.7 Home Businesses: A regular business may be conducted on any Lot in the Subject Properties if permitted in the R-1 Single-Family Detached Residence classifications under the Zoning Ordinance of the Village of Downers Grove, Illinois in effect from time to time; provided, however, that in no event shall any sign or any advertisement be permitted on any Lot or Common Areas advertising or identifying such business.

9.8 Prohibited Uses: No swimming pool; tennis, paddle tennis, shuffle board or other recreational court; or exterior television or radio antennae, poles, wires, rods, satellite dishes, or other devices in connection with the reception or transmission of any television, radio or any other electrical signal shall be situated, constructed or maintained on a Lot, except that the Board of Directors by resolution may permit certain small, innocuous antennas to be located on dwelling units, subject to architectural controls as specified in Article X. The hanging of laundry or other articles, or the erection of laundry drying equipment on a Lot is prohibited.

9.9 Animals and Plants: No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere in the Subdivision, except dogs, cats and other common household pets shall be allowed (for other than commercial purposes), subject to such Rules and Regulations as may be enacted by the Board from time to time and applicable municipal ordinance. Any pet causing or creating a nuisance or unreasonable disturbance in the opinion of the Board may be, by written notice, prohibited from entering upon the Common Areas. No plants or seeds, or other things or conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a lot.

9.10 Signs, Flag Poles, Yard Lights: (a) No signs of any kind shall be erected, placed or permitted to remain on the Subject Properties except:

(i) There may be not more than one nameplate on each lot designating the name of the family living in the home on the Lot. A nameplate shall be no more than 108 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling, the wall adjacent thereto, upon an approved mail box stand, or free-standing in the front or side yard.

(ii) Signs of temporary nature advertising political candidates for office may be placed on Lots during the period of one (1) month prior to any election for office and two (2) weeks after such election.

(iii) Signs advertising political issues uniquely affecting the Orchard Brook Subdivision or its residents may be placed on Lots during the pendency of such issues.

(iv) "For Sale" or "For Rent" signs in size and shape customarily used in the community of Downers Grove by members of the real estate multiple listing services.

(b) One hospitality light standard, of a design approved by the Architectural Control Committee, may be located within the front yard. Flag poles are permitted provided the pole is not more than 25 feet in height, unless otherwise approved by the Architectural Control Committee.

(c) Nothing in this paragraph 9.10 shall impair or abridge any rights guaranteed by the First Amendment to the Constitution of the United States or Section 4 of Article I of the Illinois Constitution.

9.11 Storage: Rubbish, storage piles, trash, garbage, appliances, household items, vehicle parts, and the like shall not be dumped, placed or permitted on the exterior of any of the Subject Properties at any time except as shall be necessary to facilitate pick up and disposal. Temporary placement for pickup and disposal shall be subject to such Rules and Regulations as may be from time to time enacted by the Board of Directors.

9.12 Vehicles: The operation of any motorized vehicle, including any motorcycle, minibike or snowmobile, except on public streets, in the Subject Properties is prohibited. Except for private passenger automobiles or passenger vans, no motorized vehicle, including but not limited to a boat, camper, trailer, truck, commercial vehicle, motorcycle, minibike, snowmobile, motor home, manufacturing equipment, construction equipment, air craft or other vehicle of any type or part thereof shall be stored or parked on the Subject Properties (permanently or temporarily) other than in an enclosed garage except that (a) construction equipment may be parked temporarily on the Common Areas or a Lot during the pendency of constructing improvements during that period of time in which the equipment is required; boats, campers, motor homes and recreational vehicles may be parked temporarily on a Lot for periods not exceeding seventy two (72) hours. No vehicle of any type shall be repaired, assembled or disassembled on any Subject Properties except in an enclosed garage.

9.13 Camping: Tents, temporary shacks, cooking, and camping shall be prohibited on the Common Areas, except in such areas as may be designated, and subject to such Rules and Regulations as may be promulgated by the Board.

9.14 Fences: A fence or planting which delineates the perimeter of the Lot, or any portion thereof, or serves to segregate the Lot from adjoining properties, public rights of way or Common Areas, or interferes with the use of neighboring Lots or access to the Common Areas, or blocks any person's view of a Common Area or presents any safety hazard shall not be placed on any Lot. The Board may create exceptions to the requirements of the foregoing sentence for Lots which border or are severely adversely effected by the highway now known as Interstate 88 or other extraordinarily unattractive, noisy or nuisance situations which are located other than within the Subject Properties and which are not otherwise subject to abatement.

9.15 Noxious or Offensive Activities: Neither noxious or offensive activities shall be conducted anywhere on the Subject Properties, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjacent Owners. Without in any way limiting the effect of the foregoing, the burning of refuse on the Subject Properties is specifically prohibited, except the burning of leaves and grasses is permitted if permitted by the Village of Downers Grove.

9.16 Air Conditioners: Through-the-wall or through-the-window air conditioners shall not be permitted. The air conditioning for any Residence shall be of the "central" type.

9.17 Landscaping: Trees, shrubs, plants or other landscaping materials shall not be planted in or removed from the Common Areas without the express written consent of the Board.

9.18 Storm Water Drainage and Retention Facilities: There may now exist or in the future be established certain easements for storm water drainage, detention or retention, which easements shall be for the benefit of or appurtenant to the Subject Properties. Notwithstanding the fact that such easement may not be subjected to the terms of this Amended Declaration, the easements shall, for maintenance purposes, be deemed Common Areas and shall be maintained by the Association in accordance with the terms of any such easement, grant or assignment, with the expense of such maintenance deemed a Common Expense subject to assessment as provided herein. An Owner shall not cross, or transport or maintain equipment on, any Common Areas or public area adjoining a Common Area for the purpose of pumping or otherwise removing water from any pond, creek or wetland for the purpose of irrigation or otherwise without in each case the express written consent of the Board of Directors.

9.19 Maintenance of Parkways and Boundary Easements: Owners shall be responsible for the maintenance of (a) the parkways located between their Lot lines and the edge of the street pavements; (b) the edges of Lacey Creek, if any, that abut their Lots and (c) the landscape easements, if any, on Lots located on the peripheral boundaries of the Subject Properties. Maintenance of parkways, edges of Lacey Creek and landscape easements shall be done pursuant to the direction and approval of the Board of Directors. Nothing in this Paragraph 9.19 shall be construed to prohibit the Association from landscaping and maintaining said parkways, the edges of Lacey Creek, the pond or easements.

9.20 Owner's Individual Maintenance Obligation: Each Owner is responsible for the maintenance of his, her or its Lot and the improvements thereon in a state of good repair. Foliage and landscaping on Lots shall be neatly maintained. Each Owner shall keep his, her or its Lot free from refuse, garbage and weeds and shall not permit any unsightly plants, underbrush or plants breeding infectious plant diseases or noxious insects to remain on his, her or its Lot.

9.21 Playground equipment: Swingsets and other playground equipment shall not be placed, constructed or maintained on the Common Areas except as may be placed, constructed or maintained in designated areas by the Association acting through the Board. Any swingset or other playground equipment to be placed, constructed or maintained on a Lot in the Subdivision shall be

subject to prior Architectural Control approval as provided in Article X.

9.22 Nonconforming Uses: Each Owner shall bring his, her or its Lot and Residence into conformance with this Amended Declaration prior to closing any sale of the Lot and/or Residence to a third party.

9.23 Liability for Damage to Property: Each Owner may be liable for the expense to the Association of any maintenance, repair or replacement of any of the Subject Properties, including, but not limited to, any and all public improvements, ponds, creeks, storm water detention facilities and structures, surface water drainage ways, curbs, gutters, street lights, street signs, survey stakes, markers and monuments, rendered necessary by his, her or its act, neglect or carelessness or by that of any Member of his, her or its family, guests, employees, contractors, subcontractors, agents or lessees.

ARTICLE X: ARCHITECTURAL CONTROLS

10.1 Architectural Controls on Buildings and Other Structures: The purpose of the architectural controls set forth herein is to preserve the Subdivision as an attractive and aesthetically harmonious single-family residential community; therefore, no Structure shall be constructed or remodeled on any Lot nor shall any addition to, change or alteration of the exterior of any Structure or landscaping on any Lot be permitted except as shall be approved pursuant to Paragraph 10.2.

10.2 Association Approval: If an Owner desires to construct, reconstruct, remodel, add to change or alter the Structure or change or alter the landscaping located on his, her or its Lot in any manner, or to construct a new Structure upon his, her or its Lot, or to place, erect or construct a swingset or playground equipment, the Owner shall submit to the Board (a) the plans and specifications for the proposed improvement, showing the nature, kind, height, shape, material, color scheme and proposed location or landscape plan of the proposed alteration, addition or change, and (b) a completed copy of a form designated by the Board for use in submitting such proposals for approval. The Board shall consider any such request on the basis of its harmony of external design and location in relation to surrounding Structures and topography, the impact on the immediate neighbors' views or use of their property and this Amended Declaration. Within forty-five (45) days after the submission of the required form and plans and specifications, the Board shall approve or disapprove any such request in writing. In the event the proposed improvement is disapproved, the Board of Directors shall specify the reasons therefor in writing to the Owner of the Lot. In the event the Board fails to so approve or disapprove such a request within forty-five (45) days after such plans and specifications are submitted, such request will be deemed approved. The Board of Directors may appoint an Architectural Control Committee to consider requests for Architectural Approval which committee shall consider such request and advise the Board of Directors. The Board may set and charge a reasonable fee for administering the review process.

10.3 Undue Delays; Debris: An Owner shall use his, her or its best efforts to cause the construction process of any approved construction, reconstruction, remodeling, addition or

change in the structure, or any new structure or any landscaping on his, her or its Lot to proceed as expeditiously as possible. All construction debris shall be placed and securely contained in receptacles on the Owner's Lot until removed from the Subject Properties.

ARTICLE XI: ASSESSMENTS

11.1 Creation of the Lien and Personal obligation for Assessments: Each Owner agrees to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements or other expenses approved by the Members in accordance herewith. The annual and special assessments shall be assessed, levied and collected from time to time as hereinafter provided, and together with late charges and interest thereon and costs of collection, if applicable, shall be a charge against and a continuing lien upon the Lot against which such assessment is made and levied. Each such assessment, together with such late charges and interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of each Owner of such Lot.

11.2 Purpose of Assessments: The assessments levied by the Association shall be used exclusively for Common Expenses and for promoting the recreation, health, safety and welfare of the Members and for the purposes of the Association set forth in this Amended Declaration.

11.3 Basis of Annual Assessments: The maximum annual assessment shall be determined by vote of the Voting Members who are in good standing, as provided in paragraph 11.4, and shall remain at the amount so determined until changed by a subsequent vote of the Owners conducted in accordance with this Article XI..

11.4 Maximum Amount of the Annual Assessments: The Members of the Association shall from time to time determine the maximum amount of the annual assessments to which the Lots shall be subject. The maximum amount of the assessment to which the Lots shall be subject shall have the assent of two-thirds of the Voting Members who are in good standing voting in person or by proxy at a meeting duly called for this purpose at which a quorum described in paragraph 11.6 is present. Written notice stating the purpose of the meeting shall be given to all Members in accordance with paragraph 5.3.

11.5 Special Assessments: In addition to the annual assessments authorized by this Article XI, the Association may levy in any assessment year a special assessment applicable to such years as determined for any purpose which benefits the Association, including, but not limited to, defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of the Voting Members who are in good standing voting in person or by proxy at a meeting duly called for this purpose at which a quorum described in paragraph 11.6 is present. Written notice stating the purpose of the meeting shall be given to all Members in accordance with paragraph 5.3.

11.6 Quorum for any Action Authorized under Paragraphs 4.2, 4.4, 11.4, 11.5 and Article

XIII: The quorum required for any action authorized by Paragraphs 4.2, 4.4, 11. 4, 11.5 and Article XIII hereof shall be the presence at the meeting of Members, or their proxies, entitled to cast sixty percent (60%) of all of the votes of the Members at the first meeting called. If the required quorum is not forthcoming at such meeting, another meeting may be called, subject to the notice requirement set forth in Paragraph 5.3 and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

11.7 Date of Commencement and Due Dates of Annual Assessments:

(a) Annual assessments shall be for the calendar year and shall become due and payable on the first day of January of said year. The Board of Directors may authorize the assessment to be payable in more than one installment.

(b) The due date of any special assessment shall be fixed in the resolution authorizing such assessment.

11.8 Duties of the Board of Directors: The Board of Directors of the Association shall at a meeting of the Board held after giving notice to the Members in accordance with paragraph 5.3 fix the amount of the assessment against each Lot for each assessment period within the amount approved by the Members and shall, at that time, prepare a roster of the Subject Properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner at least thirty (30) days in advance of the date on which the assessment, or the first installment thereof, as the case may be, is due.

11.9 Effect of Non-Payment of Assessment:

(a) If the assessment for any Lot is not paid on the date or dates established by the Board of Directors as being the date or dates upon which payment of the assessments is due, then such assessment shall be delinquent. It shall be the duty of the Association to bring suit to enforce such lien before the expiration hereof.

(b) If the assessment is not paid within thirty (30) days after the date on which the assessment is due, the assessment shall bear interest from the date the assessment was due until the date on which it is paid at the rate of one and one-half percent (1½%) per month or the maximum rate of interest per annum permitted by the usury laws of the State of Illinois, whichever rate shall be lower.

(c) In addition to the foregoing, the Association may levy a late charge equal to twenty five dollars for each month or portion of a month after the due date in which the assessment is not paid to reimburse the Association for its increased handling of the account.

(d) The Owner of the Lot whose one or more assessments are not paid on the date due shall bear the Association's costs of collection, including by way of example and not of limitation, the Association's attorneys' fees, court costs, and witness fees.

11.10 Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any Lot; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such Lot from liability for any assessments thereafter becoming due or from the lien of any such subsequent assessment.

11.11 Exempt Property: The following property subject to this Amended Declaration shall be exempted from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use; and

(b) All Common Areas;

11.12 Uniform Rate of Assessment: Annual and special assessments shall be fixed at a uniform rate for all Lots.

ARTICLE XII: COMPLIANCE, BREACH OF COVENANTS, AND DEFAULT

12.1 Rights and Remedies of Association: Each Owner is bound by and shall comply with the terms of this Amended Declaration, the By-laws of the Association, the Rules and Regulations adopted pursuant hereto, and by all amendments to them. The failure of an Owner to comply with this Amended Declaration, the By-laws, or the Rules and Regulations of the Association or any authorized amendment thereto shall constitute a Default by such Owner. If a default occurs, the Association shall have the right to recover damages at law, to procure injunctive relief, to foreclose on its lien rights, if applicable, or to avail itself of any other rights or remedies permitted at law or in equity, including but not limited to, if applicable, serving notice and filing suit pursuant to the Forcible Entry and Detainer Act. If any Owner defaults in his, her or its Owner's Maintenance Obligation, the Association is hereby granted all rights and powers necessary to perform such reasonable repairs, maintenance, rehabilitation or restoration as may in the Association's opinion be reasonably necessary to correct such default. All costs and expenses incurred in the Performance of any such work shall be charged to the defaulting Owner, and shall constitute a lien against said Owner's Lot. All expenses of the Association in connection with any actions or proceedings, including court costs, witness fees, attorneys' fees and all other expenses of the proceeding, and all damages, liquidated or otherwise, together with interest thereon at the rate set forth in paragraph 11.9 until paid, shall be charged to and assessed against such defaulting Owner, and the Association shall have a lien for all of the same against such defaulting Owner's Lot and all improvements thereon and upon all of his, her or its personal property located on such Lot or elsewhere on the Subject

Properties. The rights and remedies of the Association shall be cumulative and may be enforceable concurrently in a single proceeding or in several proceedings.

ARTICLE XIII: ADDITIONS TO EXISTING SUBJECT PROPERTIES

13.1 Additional Lands: Additional lands may become subject to this Amended Declaration by assent of two-thirds of the Members in good standing voting in person or by proxy at a meeting duly called for this purpose at which a quorum as defined in paragraph 11.6 is present. Written notice stating the purpose of the meeting shall be given to all Members in advance in accordance with paragraph 5.3. Upon approval in writing of the Association pursuant hereto, the owner of any real property who is desirous of adding it to the scheme of this Amended Declaration and to subject it to the jurisdiction of the Association and the Association, shall record in the office of the Recorder of Deeds for DuPage County, Illinois, a Supplementary Amended Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of the Amended Declaration to such real property.

13.2 Supplementary Amended Declaration: The Supplementary Amended Declaration described in paragraph 13.1 may contain such complementary additions and modifications of the covenants and restrictions contained in this Amended Declaration as may be necessary to reflect the different character, if any, of the added real property to be added to the Subject Properties and as are not inconsistent with the scheme of the Amended Declaration. In no event, however, shall such Supplementary Amended Declaration revoke, modify or add to the covenants established by the Amended Declaration within the Existing Subject Properties unless this Amended Declaration is amended as provided in paragraph 14.2 hereof.

13.3 Merger or Consolidation: Upon a merger or consolidation of the Association with another association as provided in the Association's Articles of Incorporation, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association, or in the alternative, the properties, rights and obligations of another association may, by operation of the law, be added to the Subject Properties, rights and obligation of the Association as the surviving corporation pursuant to such merger or consolidation provided that the Members of the Association are also members of the surviving or consolidated association. The surviving or consolidated association may administer the covenants and restrictions established by this Amended Declaration within the existing Subject Properties together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Amended Declaration in connection with the Subject Properties unless this Amended Declaration is amended as provided in paragraph 14.2 hereof.

ARTICLE XIV: TERM, AMENDMENT AND TERMINATION

14.1 Application: This Amended Declaration shall apply to any and all recorded plats of subdivision within the Subject Properties, irrespective of the date any of such plat or plats of

subdivision are or were recorded.

14.2 Term: The covenants and restrictions of this Amended Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Orchard Brook Home Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a two-thirds (2/3) majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part; provided, however, that no such agreement to change shall be effective unless made and recorded one (1) year in advance of the effective date of such change.

14.3 Termination: The covenants and restrictions contained herein may be terminated and all of the Subject Properties now or hereafter affected may be released from all of the terms and provisions hereof by three-fourths (3/4) of the Members approving such proposal, and upon such approval to then so terminate these covenants and restrictions by executing and acknowledging an appropriate termination agreement for that purpose and recording the same in the Office of the Recorder for DuPage County, Illinois, or by dissolution of the Association in accordance with the laws of the State of Illinois, provided that in either event that all of the Common Areas be conveyed to and accepted by a similar not for profit Corporation with similar purposes as herein stated or if there is not any such not for profit Corporation ready and willing to accept such conveyance at the time of such termination, then such conveyance shall be made to any reputable charitable agency or organization who is exempt from Federal Income Tax at such time of conveyance or to the Village of Downers Grove, Illinois.

ARTICLE XV: GENERAL PROVISIONS

15.1 Discretion of the Association: The foregoing powers and duties of the Association shall be exercised by the Association in its sole discretion, in whole or in part, and the determination by the Board of Directors with respect to exercising or enforcing any of the above powers and duties shall be binding on all Members.

15.2 Non-Waiver Except by Written Instrument: No conditions, covenants, restrictions, reservations, grants or other provisions of this Amended Declaration shall be deemed to have been waived by silence, or inaction, or failure to enforce rights or by any other matters whatsoever, other than a writing executed by the party against whom the waiver is asserted, which expressly states that a specified right or remedy is being waived. No waiver shall be deemed to have been affected by the failure to enforce rights or remedies of which a party is possessed, regardless of the number of breaches or violations of said rights which have occurred.

15.3 Partial Invalidity -- Severability: The invalidity of any of the conditions, covenants, restrictions or reservations herein contained, or of any other provision or provisions, of whatever nature, of this Amended Declaration shall not in any way impair or affect the validity or

enforceability of any other provision or provisions of this Amended Declaration. Any such invalidity shall be deemed partial and separable, and all of this Amended Declaration shall be deemed valid, enforceable and binding except for the invalid provision.

15.4 Notices -- In General:

(a) Notices of Meetings or Special, Meetings of the Board or of the Members shall be given in accordance with the provisions of this Amended Declaration.

(b) Notices of default, or formal demands shall be delivered in person or sent by certified or registered mail, with request of return receipt. Notices shall be deemed delivered on the date personal delivery is made or two days after the date of mailing. Notice to an Owner may be given to the Owner at his, her or its Lot, unless the Owner has informed the Association otherwise in writing. Notice may be given to the Association at its registered office, or sent to the home of the President of the Board.

(c) Notice to the personal representative of a deceased Owner shall be sent to the address furnished by such personal representative to the Board, and if no address is furnished by said personal representative, the notice to a deceased Owner shall be given to the decedent's representative by a writing directed to the decedent Owner at such Owner's Lot.

15.5 Liberal Interpretation: This Amended Declaration shall be liberally construed so as to effectuate and facilitate the objectives of this Amended Declaration as herein above set forth. Narrow, technical and literal construction of this instrument, inconsistent with the objectives of the Association, shall be avoided.

15.6 Rule Against Perpetuities: Should any provision of this instrument be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then, and in that event, such provisions shall be deemed to be operative only until twenty-one (21) years after the death of the last survivor of the now living descendants of James Edgar, Governor of the State of Illinois, and of William Clinton, President of the United States of America.

15.7 Gender, Usage of Singular and Plural Forms and Other Usage, Captions: Whenever the context so requires, use of the plural form shall include the singular, use of the singular form shall include the plural and any gender shall be deemed to include both genders and the neuter. Captions used in this Amended Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the text thereof.

15.8 Recordation: This Amended Declaration shall be recorded in the Office of the Recorder of Deeds of DuPage County, Illinois.

15.9 Conflicts Between Amended Declaration and Village Ordinance Provisions: In the

event there is at any time a conflict between any provision of this Amended Declaration and any provision of any then effective ordinance, rule or regulation of the Village of Downers Grove, the ordinance, rule or regulation of the Village then in effect shall prevail, but only to the extent it is more restrictive than this Amended Declaration.

15.10 Non-Liability of the Board, Officers and Committee Persons: No member of the Board of Directors, no officer and no person serving on an Association committee shall be personally liable to the Members or to any others for any mistake in judgment or for any acts or omissions made in good faith.

15.11. Authority for this Amended Declaration: Instruments have been signed by a majority of the Owners agreeing to this Amended Declaration of Covenants, Conditions and Restrictions.

15.12 Exhibit A: Exhibit A consisting of fourteen (14) pages is attached hereto and by this reference is included herein as though herein fully set forth.

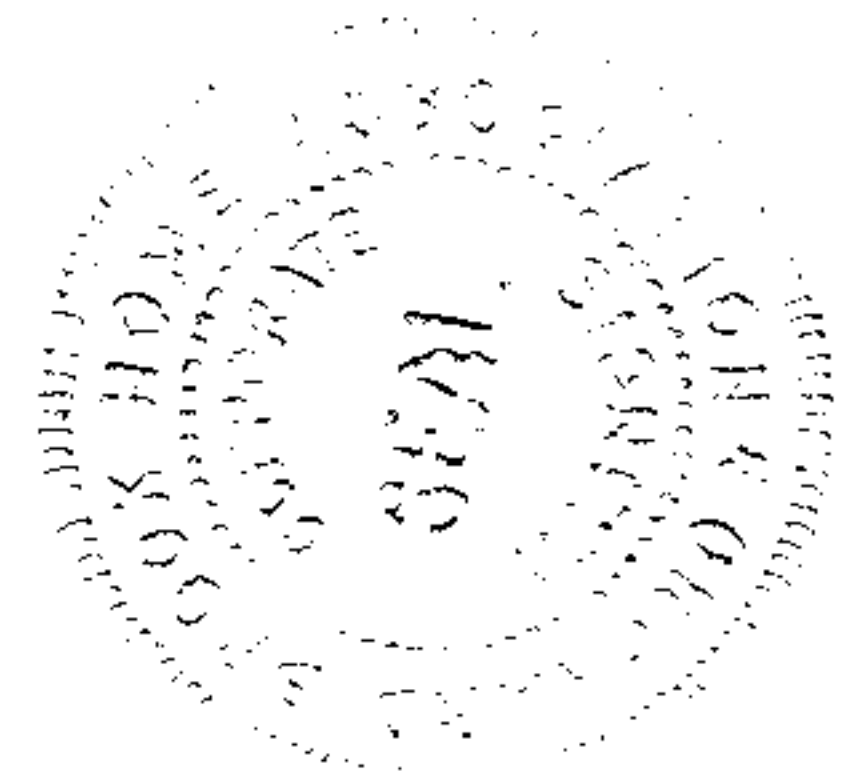
IN WITNESS WHEREOF, the Orchard Brook Home Association, an Illinois not-for-profit corporation, by authority of its Board of Directors, and the majority vote of its Owners, caused this instrument to be executed by its President and its corporate seal to be affixed and attested by its Secretary as of the day and the year first above written.

THE ORCHARD BROOK HOME ASSOCIATION
An Illinois Not-for-Profit Corporation

By: Perry E. Erhart
Perry E. Erhart
President

William M. Lawley
William M. Lawley
Secretary

State of Illinois)
) SS
County of DuPage)

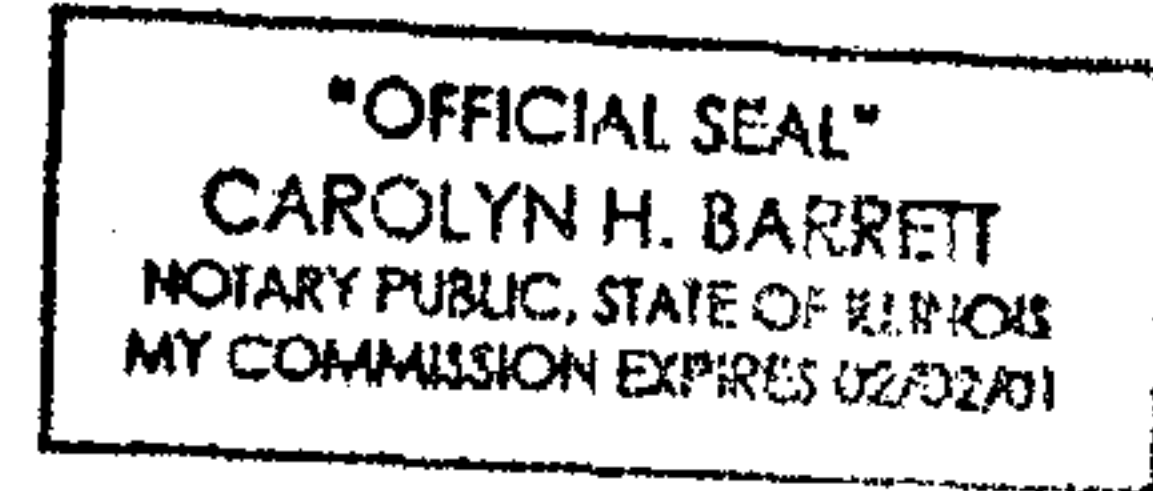


I, Carolyn H. Barrett, a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that Perry E. Erhart, President of the Orchard Brook Home Association, and William M. Lawley, Secretary of the Orchard Brook Home Association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary

act of the Orchard Brook Home Association, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said corporation, did affix the corporate seal to this instrument as his free and voluntary act and as the free and voluntary act of the Orchard Brook Home Association, for the uses and purposes therein set forth.

Carolyn H. Barrett
Notary Public

This document prepared by and mail to:
William D. Lyman
Bedrava, Lyman and Van Epps
1301 West 22nd Street, Suite 914
Oak Brook, IL 60521
Tel: 630/575-0020
Fax: 630/575-0999



ORCHARD BROOK SUBDIVISION
EXHIBIT A
LEGAL DESCRIPTION

THE SUBDIVISION CONSISTS OF THE REAL PROPERTIES LOCATED WITHIN THE FOLLOWING SUBDIVISIONS OF RECORD:

ORCHARD BROOK, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1966 AS DOCUMENT R66-8589, IN DUPAGE COUNTY, ILLINOIS. ("Orchard Brook"¹ and "OB")

ORCHARD BROOK NORTH, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 16, 1967 AS DOCUMENT R67-1580, IN DUPAGE COUNTY, ILLINOIS. ("Orchard Brook North" and "OB N")

ORCHARD BROOK SOUTH, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 1, 1969 AS DOCUMENT R69-18484 AND CERTIFICATE OF CORRECTION FILED JUNE 5, 1969 AS DOCUMENT R-69-24645, IN DUPAGE COUNTY, ILLINOIS.) ("Orchard Brook South" and "OB S")

ORCHARD BROOK EAST, BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1964, AS DOCUMENT R64-46408, IN DUPAGE COUNTY, ILLINOIS. ("Orchard Brook East" and "OB E")

ORCHARD BROOK WEST, BEING A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 5, 1968 AS DOCUMENT R68-12836, IN DUPAGE COUNTY, ILLINOIS. ("Orchard Brook West" and "OB W")

DON JUDY'S RESUBDIVISION OF LOTS 15 AND 16 IN BLOCK 2 IN ORCHARD BROOK NORTH, A SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID DON JUDY'S RESUBDIVISION RECORDED OCTOBER 30, 1970 AS DOCUMENT R70-39615, IN DUPAGE COUNTY, IL.

¹ Which term by necessity is also used to describe the aggregate of all property described herein.

OTHER RESUBDIVISIONS AS NOTED BELOW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE LOTS OF RECORD LISTED ON THE FOLLOWING PAGES ARE INCLUDED:

	Address	Record Owner	P.I.N.	Lot And Block Number
	ALMOND COURT			
1	1500	Molnar	06-31-413-075	OB S Block 1 Lot 11
2	1501	Hall	06-31-413-076	OB S Block 1 Lot 12
3	1505	Murphy	06-31-413-078	OB S Block 1 Lot 13
4	1515	MacPherson	06-31-413-079	OB S Block 1 Lot 14
5	1525	Ryan	06-31-413-105	OB S Block 1 Lot 15
6	1530	Balagtas	06-31-413-074	OB S Block 1 Lot 10
7	1535	Oak Brook Bank TR# 3054	06-31-413-111	OB S Block 1 Lot 16
8	1540	Scally	06-31-413-073	OB S Block 1 Lot 9
9	1545	Emilio Cabana TR of Emilio Cabana Trust	06-31-413-110	OB S Block 1 Lot 17
10	1550	Gajiwala	06-31-413-072	OB S Block 1 Lot 8
11	1555	Granholt	06-31-413-109	OB S Block 1 Lot 18
12	1560	Knudsen	06-31-413-071	OB S Block 1 Lot 7
13	1565	Bharani	06-31-413-108	OB S Block 1 Lot 19
14	1570	Kozlowski	06-31-413-070	OB S Block 1 Lot 6
15	1575	Peter J. Chiodras Trust	06-31-413-107	OB S Block 1 Lot 20
16	1580	Zarcone	06-31-413-068	OB S Block 1 Lot 5
17	1581	Gann	06-31-413-112	OB S Block 1 Lot 21
	ARROW WOOD LN			
18	1448	Ribaudo	06-31-411-002	OB N Block 3 Lot 21
19	1449	Strand	06-31-412-001	OB N Block 4 Lot 1
20	1454	Rovansek	06-31-411-032	OB W Block 1 Lot 1
21	1455	Capello	06-31-412-006	OB W Block 2 Lot 1
22	1460	Noonan	06-31-411-031	OB W Block 1 Lot 2
23	1461	Mersch	06-31-412-007	OB W Block 2 Lot 2
24	1470	Dollard	06-31-411-030	OB W Block 1 Lot 3
25	1471	Cesario	06-31-412-008	OB W Block 2 Lot 3
26	1480	Dunn	06-31-411-029	OB W Block 1 Lot 4

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	Address	Record Owner	P.I.N.	Lot and Block Number
27	1481	Hurdle	06-31-412-009	OB W Block 2 Lot 4
28	1500	Irlbeck	06-31-411-028	OB W Block 1 Lot 5
29	1501	Pritasil	06-31-412-010	OB W Block 2 Lot 5
30	1510	Quitmeier	06-31-411-027	OB W Block 1 Lot 6
31	1511	Patnaude	06-31-412-011	OB W Block 2 Lot 6
32	1520	Duiven	06-31-411-026	OB W Block 1 Lot 7
33	1521	Western Nat. BK of Cicero Tr. #6972	06-31-412-012	OB W Block 2 Lot 7
34	1530	Travers	06-31-411-025	OB W Block 1 Lot 8
35	1531	Dec	06-31-412-013	OB W Block 2 Lot 8
	BARBERRY COURT			
36	1100	Joyce C. Kessler	06-32-300-014	OB E Block 1 Lot 13
37	1101	Goldberg	06-32-300-016	OB E Block 1 Lot 14
38	1105	Graf	06-32-300-017	OB E Block 1 Lot 15
39	1109	Greanias	06-32-300-018	OB E Block 1 Lot 16
40	1111	Greene	06-32-300-019	OB E Block 1 Lot 17
41	1113	Kastner	06-32-300-020	OB E Block 1 Lot 18
42	1115	LaGrange Bk&Tr Co TR 8041	06-32-300-021	OB E Block 1 Lot 19
43	1116	Upitis	06-32-300-013	OB E Block 1 Lot 12
44	1117	Chrisos	06-32-300-022	OB E Block 1 Lot 20
45	1129	Prochaxka	06-32-300-023	OB E Block 1 Lot 21
46	1132	Harvey	06-32-300-012	OB E Block 1 Lot 11
47	1148	Baldwin	06-32-300-011	OB E Block 1 Lot 10
48	1149	American National Bk of Arlington Hts TR A1571	06-32-300-024	OB E Block 1 Lot 22
49	1164	Ramachandraiyyer	06-32-300-010	OB E Block 1 Lot 9
50	1165	Armonda	06-32-300-025	OB E Block 1 Lot 23
51	1180	George	06-32-300-009	OB E Block 1 Lot 8
	BARNESWOOD DR.			
52	1001	Kribs	06-32-301-005	OB E Block 2 Lot 1
53	1017	Stevens	06-32-301-004	OB E Block 2 Lot 2
54	1033	Portz	06-32-301-003	OB E Block 2 Lot 3

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	Address	Record Owner	P.I.N.	Lot and Block Number
55	1049	Drescher	06-32-301-002	OB E Block 2 Lot 4
56	1065	Kastner	06-32-301-001	OB E Block 2 Lot 5
57	1081	Poynter	06-32-301-007	OB E Block 2 Lot 6
58	1100	Broadway Bank	06-32-300-034	OB E Block 1 Lot 32
59	1112	Andrews	06-32-300-033	OB E Block 1 Lot 31
60	1113	Rohlfing	06-32-302-015	OB E Block 2 Lot 22
61	1124	D'Agostino	06-32-300-032	OB E Block 1 Lot 30
62	1125	Kinowski	06-32-302-014	OB E Block 2 Lot 23
63	1136	Giordano	06-32-300-031	OB E Block 1 Lot 29
64	1148	Ludlow	06-32-300-030	OB E Block 1 Lot 28
65	1149	Djurisic	06-32-302-003	OB E Block 2 Lot 34
66	1160	Buckley	06-32-300-029	OB E Block 1 Lot 27
67	1161	Terpstra	06-32-302-002	OB E Block 2 Lot 35
68	1172	Bescheers	06-32-300-028	OB E Block 1 Lot 26
69	1173	Gerbino	06-32-302-001	OB E Block 2 Lot 36
70	1185	Cerra	06-31-405-001	OB E Block 2 Lot 37
71	1201	Anderson	06-31-404-001	OB E Block 4 Lot 1
72	1212	Marconi	06-31-414-013	OB N Block 1 Lot 1
73	1213	Wehrle	06-31-415-023	OB N Block 2 Lot 1
74	1219	Checuga/Ellis	06-31-415-022	OB N Block 2 Lot 2
75	1222	Buerger trust	06-31-414-008	OB N Block 1 Lot 6
76	1224	Graham	06-31-414-007	OB N Block 1 Lot 7
77	1225	DeLand/Leslie	06-31-415-021	OB N Block 2 Lot 3
78	1231	Mancini	06-31-415-024	OB N Block 2 Lot 4
79	1236	Zeles	06-31-414-006	OB N Block 1 Lot 8
80	1248	Childs	06-31-414-005	OB N Block 1 Lot 9
81	1249	West Suburban Bank TR# 5091	06-31-415-013	OB N Block 2 Lot 11
82	1256	Georgas	06-31-414-004	OB N Block 1 Lot 10
83	1261	Stevenson	06-31-415-025	See Legal Description

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	Address	Record Owner	P.I.N.	Lot and Block Number
				Below ²
84	1262	Belz	06-31-414-003	OB N Block 1 Lot 11
85	1274	Rossi	06-31-414-002	OB N Block 1 Lot 12
	BROOKSIDE LN.			
86	1200	Vuinovich	06-31-404-027	OB E Block 5 Lot 4
87	1211	Jacobson	06-31-406-009	OB Block 3 Lot 1
88	1212	Hatch	06-31-404-026	OB W Block 2 Lot 1
89	1221	Dekker	06-31-406-008	OB Block 3 Lot 2
90	1224	Ross	06-31-404-025	OB Block 2 Lot 2
91	1231	Howard	06-31-406-007	OB Block 3 Lot 3
92	1241	Sullivan	06-31-406-006	OB Block 3 Lot 4
93	1251	Donahue	06-31-406-005	OB Block 3 Lot 5
94	1261	Reed	06-31-406-004	OB Block 3 Lot 6
95	1300	Amore	06-31-404-016	OB Block 2 Lot 11
96	1301	Skoog	06-31-406-003	OB Block 3 Lot 7
7	1312	Bridgman	06-31-404-015	OB Block 2 Lot 12
98	1313	Curran	06-31-406-002	OB Block 3 Lot 8
99	1324	Ross	06-31-404-014	OB Block 2 Lot 13
100	1325	Hqmlton	06-31-406-001	OB Block 3 Lot 9
	BUCKHORN LANE			
101	3601	Sorenson	06-31-411-003	OB N Block 3 Lot 20
102	3605	Rhee	06-31-411-004	OB N Block 3 Lot 19
103	3609	Sheppard	06-31-411-005	OB N Block 3 Lot 18
104	3613	Johnson	06-31-411-006	OB N Block 3 Lot 17
105	3625	Casey	06-31-411-007	OB N Block 3 Lot 16
106	3637	Thuon	06-31-411-008	OB N Block 3 Lot 15

² Lot 12 in Block 2 in Orchard Brook North, being a Subdivision of part of the South 1/2 of Section 31, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 16, 1967 as Document R67-1580, in DuPage County, Illinois; (excepting therefrom that portion of said Lot 12 described as follows: beginning at the Southwest Corner of said Lot 12 and running thence Northeasterly on the Westerly line of said Lot 12, 11 feet; thence easterly in a straight line 21.68 feet to a point in the South line of said Lot 12, 26.92 feet East from the place of beginning; thence West on Said South line 26.92 feet to the Place of Beginning.

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	Address	Record Owner	P.I.N.	Lot and Block Number
107	3649	Briscoe	06-31-411-009	OB N Block 3 Lot 14
108	3660	Evans	06-31-412-002	OB N Block 4 Lot 2
109	3661	Vana	06-31-411-010	OB N Block 3 Lot 13
110	3672	Kunzler	06-31-412-003	OB N Block 4 Lot 3
111	3673	Slade	06-31-411-011	OB N Block 3 Lot 12
	CORAL BERRY LN.			
112	1411	Herning	06-31-413-005	OB N Block 5 Lot 5
113	1412	Monk	06-31-411-021	OB N Block 3 Lot 11
114	1421	Dethke	06-31-413-004	OB N Block 5 Lot 6
115	1431	Kieso	06-31-413-003	OB N Block 5 Lot 7
116	1441	Russ	06-31-413-002	OB N Block 5 Lot 8
117	1448	McSweeney	06-31-412-004	OB N Block 4 Lot 4
118	1451	Hofmann	06-31-413-001	OB N Block 5 Lot 9
119	1454	Chen	06-31-412-022	OB W Block 2 Lot 17
120	1460	McKay	06-31-412-021	OB W Block 2 Lot 16
121	1461	Reinhard	06-31-413-012	OB W Block 4 Lot 1
122	1470	Burkle	06-31-412-020	OB W Block 2 Lot 15
123	1471	Gilkerson	06-31-413-013	OB W Block 4 Lot 2
124	1480	Carroll	06-31-412-019	OB W Block 2 Lot 14
125	1481	Gretsch	06-31-413-014	OB W Block 4 Lot 3
126	1491	Kerr	06-31-413-015	OB W Block 4 Lot 4
127	1500	Economou	06-31-412-018	OB W Block 2 Lot 13
128	1501	Kuster	06-31-413-016	OB W Block 4 Lot 5
129	1510	King	06-31-412-017	OB W Block 2 Lot 12
130	1511	Alves	06-31-413-017	OB W Block 4 Lot 6
131	1520	Carlson	06-31-412-016	OB W Block 2 Lot 11
132	1521	Singleman	06-31-413-018	OB W Block 4 Lot 7
133	1530	Hailey	06-31-412-015	OB W Block 2 Lot 10
134	1531	Spahn	06-31-413-019	OB W Block 4 Lot 8
135	1541	Engel	06-31-413-020	OB W Block 4 Lot 9
	CREEKWOOD CT.			
136	3600	Hallaren	06-32-302-004	OB E Block 2 Lot 33

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	Address	Record Owner	P.I.N.	Lot and Block Number
137	3612	Elsner/Szmansky	06-32-302-005	OB E Block 2 Lot 32
138	3613	Anderson-Beyer	06-32-302-013	OB E Block 2 Lot 24
139	3624	Baier	06-32-302-006	OB E Block 2 Lot 31
140	3625	Calvert	06-32-302-012	OB E Block 2 Lot 25
141	3636	Blair	06-32-302-007	OB E Block 2 Lot 30
142	3637	Petty	06-32-302-011	OB E Block 2 Lot 26
143	3648	Borland	06-32-302-008	OB E Block 2 Lot 29
144	3649	Wannemaker	06-32-302-010	OB E Block 2 Lot 27
145	3660	Stennis	06-32-302-009	OB E Block 2 Lot 28
	DOWNERS DRIVE			
146	3613	Delcase	06-31-411-024	OB W Block 1 Lot 9
147	3636	Cormack	06-31-303-004	OB W Block 5 Lot 1
148	3648	Walker	06-31-303-005	OB W Block 5 Lot 2
149	3660	Butler	06-31-303-006	OB W Block 5 Lot 3
150	3661	Moldenhawer/ Kommineni	06-31-412-014	OB W Block 2 Lot 9
151	3672	Burch	06-31-303-007	OB W Block 5 Lot 4
152	3684	Gupta	06-31-303-008	OB W Block 5 Lot 5
153	3700	Kuiper	06-31-303-009	OB W Block 5 Lot 6
154	3712	Singh and Kapoor	06-31-303-010	OB W Block 5 Lot 7
155	3719	Lindenberger & Wallace	06-31-413-021	OB W Block 4 Lot 10
156	3724	Cuchran	06-31-303-011	OB W Block 5 Lot 8
157	3725	Cortesio	06-31-413-022	OB W Block 4 Lot 11
158	3736	Guidry	06-31-303-012	OB W Block 5 Lot 9
159	3737	Parrillo	06-31-413-023	OB W Block 4 Lot 12
160	3748	Colletti	06-31-303-013	OB W Block 5 Lot 10
161	3749	Hill	06-31-413-024	OB W Block 4 Lot 13
162	3760	Patel	06-31-303-014	OB W Block 5 Lot 11
163	3761	Waldon	06-31-413-025	OB W Block 4 Lot 14
164	3766	Nelson	06-31-303-015	OB W Block 5 Lot 12
165	3770	Bennett	06-31-303-016	OB W Block 5 Lot 13
166	3773	Cole	06-31-413-026	OB W Block 4 Lot 15
167	3780	Rovansek	06-31-303-017	OB W Block 5 Lot 14

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	Address	Record Owner	P.I.N.	Lot and Block Number
168	3785	Vaidya	06-31-413-027	OB W Block 4 Lot 16
169	3786	Donahue	06-31-303-018	OB W Block 5 Lot 15
170	3800	McNulty	06-31-303-020	OB S Block 2 Lot 2
171	3805	Konczal	06-31-413-064	OB S Block 1 Lot 1
172	3810	Henrick	06-31-303-021	OB S Block 2 Lot 1
173	3815	Mundie	06-31-413-065	OB S Block 1 Lot 2
174	3825	Erhart	06-31-413-066	OB S Block 1 Lot 3
175	3835	Commercial Nat. Bk of Berwyn TR # 840413	06-31-413-067	OB S Block 1 Lot 4
176	3840	Mesjak	06-31-303-037	OB S Block 2 Lot 18
177	3850	Wolfram	06-31-303-038	OB S Block 2 Lot 19
178	3860	Svestka	06-31-303-039	OB S Block 2 Lot 20
179	3870	Pattanayak	06-31-303-040	OB S Block 2 Lot 21
	DUCHESS COURT			
180	3636	Porcelli	06-31-404-020	OB Block 2 Lot 7
181	3648	Jordan	06-31-404-019	OB Block 2 Lot 8
182	3649	Sullivan	06-31-404-021	OB Block 2 Lot 6
183	3660	Winningham	06-31-404-018	OB Block 2 Lot 9
184	3661	Ahmann	06-31-404-022	OB Block 2 Lot 5
185	3672	Bruckner	06-31-404-017	OB Block 2 Lot 10
186	3673	Johnson	06-31-404-023	OB Block 2 Lot 4
187	3685	MacKinnon	06-31-404-024	OB Block 2 Lot 3
	GOLDEN BELL CT.			
188	1400	Gleason	06-31-413-009	OB N Block 5 Lot 1
189	1401	Romeiser	06-31-413-011	OB N Block 6 Lot 1
190	1410	Hoffman	06-31-413-047	OB W Block 3 Lot 1
191	1411	Blumenschein	06-31-413-063	OB W Block 3 Lot 17
192	1420	Svoboda	06-31-413-048	OB W Block 3 Lot 2
193	1421	Pentaris	06-31-413-062	OB W Block 3 Lot 16
194	1430	Jones	06-31-413-049	OB W Block 3 Lot 3
195	1431	Jaderberg	06-31-413-061	OB W Block 3 Lot 15
196	1440	Nestor	06-31-413-050	OB W Block 3 Lot 4
197	1441	Scanlon	06-31-413-060	OB W Block 3 Lot 14

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	Address	Record Owner	P.I.N.	Lot and Block Number
198	1450	Bamzai	06-31-413-051	OB W Block 3 Lot 5
199	1451	Cemovic	06-31-413-059	OB W Block 3 Lot 13
200	1460	Hosking	06-31-413-052	OB W Block 3 Lot 6
201	1461	Goldsmith/Brown	06-31-413-058	OB W Block 3 Lot 12
202	1470	Robinson	06-31-413-053	OB W Block 3 Lot 7
203	1471	Smith & Budelier	06-31-413-057	OB W Block 3 Lot 11
204	1480	Pitroda	06-31-413-054	OB W Block 3 Lot 8
205	1481	Allen	06-31-413-056	OB W Block 3 Lot 10
206	1490	Vanasek & Locke	06-31-413-055	OB W Block 3 Lot 9
	HOLLY COURT			
207	1237	Zulowski & Roder	06-31-415-019	OB N Block 2 Lot 5
208	1239	Matook	06-31-415-018	OB N Block 2 Lot 6
209	1241	Rehnquist	06-31-415-017	OB N Block 2 Lot 7
210	1243	Daniele	06-31-415-016	OB N Block 2 Lot 8
211	1245	Kunkler/Meinke	06-31-415-015	OB N Block 2 Lot 9
212	1247	Harrington	06-31-415-014	OB N Block 2 Lot 10
	LAUREL COURT			
213	1214	Olsen	06-31-414-012	OB N Block 1 Lot 2
214	1216	Wing	06-31-414-011	OB N Block 1 Lot 3
215	1218	Debs	06-31-414-010	OB N Block 1 Lot 4
216	1220	Redmond	06-31-414-009	OB N Block 1 Lot 5
	PLUM COURT			
217	1601	Kumar	06-31-303-036	OB S Block 2 Lot 17
218	1605	McCawley	06-31-303-035	OB S Block 2 Lot 16
219	1608	Yarnazzi & Kirchner	06-31-303-019	OB S Block 2 Lot 3
220	1612	Clark	06-31-303-022	OB S Block 2 Lot 4
221	1615	Wolf	06-31-303-034	OB S Block 2 Lot 15
222	1618	Antonopoulos	06-31-303-023	OB S Block 2 Lot 5
223	1622	Prena	06-31-303-024	OB S Block 2 Lot 6
224	1625	Taylor - Miller	06-31-303-033	OB S Block 2 Lot 14
225	1628	Petrarca/Velegga	06-31-303-025	OB S Block 2 Lot 7
226	1634	Cesal	06-31-303-026	OB S Block 2 Lot 8

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	Address	Record Owner	P.I.N.	Lot and Block Number
227	1635	Krol	06-31-303-032	OB S Block 2 Lot 13
228	1640	Foster	06-31-303-027	OB S Block 2 Lot 9
229	1645	Wawryniak	06-31-303-031	OB S Block 2 Lot 12
230	1650	Gary-Wheaton BK Trust #172-88	06-31-303-028	OB S Block 2 Lot 10
231	1655	Chocol	06-31-303-029	OB S Block 2 Lot 11
	QUINCE COURT			
232	3600	Bills/Craft	06-32-302-016	OB E Block 2 Lot 21
233	3612	Gaydos & Quinn	06-32-302-017	OB E Block 2 Lot 20
234	3613	Holstein	06-32-301-008	OB E Block 2 Lot 7
235	3624	Stachowski	06-32-302-018	OB E Block 2 Lot 19
236	3625	Wasserman	06-32-301-009	OB E Block 2 Lot 8
237	3636	Muehling	06-32-302-019	OB E Block 2 Lot 18
238	3637	Harris BK Hinsdale TR L-2569	06-32-301-010	OB E Block 2 Lot 9
239	3648	Bulthuis	06-32-302-020	OB E Block 2 Lot 17
240	3649	Fisher	06-32-301-011	OB E Block 2 Lot 10
241	3660	Walsh & Berls	06-32-302-021	OB E Block 2 Lot 16
242	3661	Uhle	06-32-301-012	OB E Block 2 Lot 11
243	3672	Leven	06-32-302-022	OB E Block 2 Lot 15
244	3673	Standard Bank & Tr. # 11136	06-32-301-013	OB E Block 2 Lot 12
245	3684	Kamin	06-32-302-023	OB E Block 2 Lot 14
246	3696	Crotty	06-32-302-024	OB E Block 2 Lot 13
	RED SILVER CT.			
247	1201	Mulligan	06-31-404-028	OB E Block 5 Lot 1
248	1212	Taffee	06-31-404-005	OB Block 1 Lot 1
249	1213	Borland Trust	06-31-404-029 06-31-404-009	OB Block 1 Lot 5 ³

³ That triangular section of Lot 1 in Block 5 in Orchard Brook East, being a subdivision of the Northwest 1/4 of the Southwest 1/4 of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 11, 1964 as Document R64-46408, in DuPage County, Illinois, more particularly described as follows: commencing at the Northwest Corner of Lot 1, Block 5 and running thence East 35 feet on a line parallel to the South Curb of Red Silver Court;

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	Address	Record Owner	P.I.N.	Lot and Block Number
250	1224	Herning	06-31-404-006	OB Block 1 Lot 2
251	1225	Brannigan	06-31-404-008	OB Block 1 Lot 4
252	1236	Barrett	06-31-404-007	OB Block 1 Lot 3
	REDBUD COURT			
253	3649	Timble	06-31-415-027	Lot 1 in Don Judy's Resubdivision. See Legal Description Below. ⁴
254	3651	Chicago Title & Trust Co. Tr #1098715	06-31-415-028	Lot 2 of Don Judy's Resubdivision. See Legal Description below.
255	3655	Blake	06-31-415-006	OB N Block 2 Lot 17
256	3659	Blashill	06-31-415-007	OB N Block 2 Lot 18
257	3663	Gary - Wheaton BK Tr# 8187	06-31-415-008	OB N Block 2 Lot 19
258	3667	Kowalczyk	06-31-415-009	OB N Block 2 Lot 20
259	3671	DelMonte	06-31-415-010	OB N Block 2 Lot 21
	SARATOGA AVE.			
260	3501	Anderson	06-32-300-001	OB E Block 1 Lot 6
261	3512	Cronin	06-31-403-001	OB E Block 3 Lot 1
262	3513	Merilos	06-32-300-007	OB E Block 1 Lot 7
263	3524	Doncrank	06-31-403-002	OB E Block 3 Lot 2
264	3536	Bockelman	06-31-403-003	OB E Block 3 Lot 3
265	3548	Potts	06-31-403-004	OB E Block 3 Lot 4
266	3549	Gilbert	06-32-300-026	OB E Block 1 Lot 24
267	3560	Mallhi	06-31-403-005	OB E Block 3 Lot 5

thence South to the Southwest Corner of Lot 1, Block 5; thence Northwest to the Point of Beginning, in DuPage County, Illinois.

⁴ Don Judy's Resubdivision of Lots 15 and 16 in Block 2 in Orchard Brook North, a Subdivision of part of the South 1/2 of Section 31, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat of said Don Judy's Resubdivision recorded October 30, 1970 as Document R70-39615, in DuPage County, Illinois.

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	Address	Record Owner	P.I.N.	Lot and Block Number
268	3561	Kosiyachinda	06-32-300-027	OB E Block 1 Lot 25
269	3612	D.G. Nat BK Tr# 89-59 (Mochel)	06-31-404-002	OB E Block 4 Lot 2
270	3613	Paradise	06-31-405-002	OB E Block 2 Lot 38
271	3624	Sisul	06-31-404-003	OB E Block 4 Lot 3
272	3625	Gray	06-31-405-003	OB E Block 2 Lot 39
273	3636	Raker	06-31-404-004	OB E Block 4 Lot 4
274	3637	Hinz	06-31-405-004	OB E Block 2 Lot 40
275	3649	Harring	06-31-405-005	OB E Block 2 Lot 41
276	3660	Lackaff	06-31-404-011	OB E Block 5 Lot 2
277	3661	Strukl trust	06-31-405-006	OB E Block 2 Lot 42
278	3672	Fritz	06-31-404-012	OB E Block 5 Lot 3
279	3673	Maywood-Proviso State BK TR# 5417 (McGuffin)	06-31-405-007	OB E Block 2 Lot 43
280	3685	Verdonik	06-31-405-009	See Legal Description Below ⁵

⁵ That part of the Southwest quarter of the Southwest quarter of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian, described as follows: beginning at the Northwest corner of the Southwest quarter of the Southwest quarter of said Section 32, thence North 87 degrees 38 minutes 42 seconds East 58.27 feet along the North line of the Southwest quarter of the Southwest quarter of said Section 32; thence Southwesterly to a point on the West line of the Southwest quarter of said Section 32, said point being 42.27 feet Southerly of the point of beginning; thence North 2 degrees 13 minutes 40 seconds West 42.27 feet along the West line of the Southwest quarter of said Section 32, to the point of beginning, in DuPage County, Illinois. Also, Lot 44 in Block 2 in Orchard Brook East Subdivision, being a subdivision in the Northwest quarter of the Southwest quarter of Section 32, Township 39 North, Range 11, East of the Third Principal Meridian, and part of the South half of Section 31, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded December 11, 1964 as Document R64-46048, except that part of said Lot 44 described as follows: commencing at the Southwest corner of the Northwest quarter of the Southwest quarter of Section 32, Township 39 North, Range 11; thence South 2 degrees 13 minutes 40 seconds East 42.27 feet along the West line of the Southwest quarter of said Section 32 and the boundary of said Lot 44 to the point of beginning; thence South 36 degrees 47 minutes 19 seconds West 40.41 feet to the West line of said Lot 44; thence southeasterly 48.74 feet along the West line of said Lot 44 to the West line of the Southwest quarter of said Section 32, and the Southerly most corner of said Lot 44; thence North 2 degrees 13 minutes 40 seconds West 72.92 feet to the point of beginning, all in DuPage County, Illinois.

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	Address	Record Owner	P.I.N.	Lot and Block Number
281	3700	Besinger	06-31-406-024	OB E Block 6 Lot 1
282	3712	Petro	06-31-406-025	OB E Block 6 Lot 2
283	3724	Underdown	06-31-406-026	OB E Block 6 Lot 3
	SNOWBERRY CT.			
284	1500	Kramer	06-31-413-035	OB W Block 4 Lot 24
285	1503	Friker	06-31-413-036	OB W Block 4 Lot 25
286	1510	Muenzer & Jordan	06-31-413-034	OB W Block 4 Lot 23
287	1511	Gausselin	06-31-413-037	OB W Block 4 Lot 26
288	1517	Phillips	06-31-413-038	OB W Block 4 Lot 27
289	1520	Frank	06-31-413-033	OB W Block 4 Lot 22
290	1525	Monestero	06-31-413-039	OB W Block 4 Lot 28
291	1530	Suburban Bk and Tr Co. Tr# 1229	06-31-413-032	OB W Block 4 Lot 21
292	1533	Maywood -Proviso State BK Tr# 5754 (Boesc)	06-31-413-040	OB W Block 4 Lot 29
293	1540	Minton	06-31-413-031	OB W Block 4 Lot 20
294	1541	Higgins	06-31-413-041	OB W Block 4 Lot 30
295	1549	Jewell	06-31-413-042	OB W Block 4 Lot 31
296	1550	Kay	06-31-413-030	OB W Block 4 Lot 19
297	1557	Mullens	06-31-413-043	OB W Block 4 Lot 32
298	1560	Lupescu	06-31-413-029	OB W Block 4 Lot 18
299	1567	Lyman	06-31-413-044	OB W Block 4 Lot 33
300	1570	First Nat Bk of LaGrange TR# 2829 (Brassil)	06-31-413-028	OB W Block 4 Lot 17
301	1577	Bjerknes	06-31-413-045	OB W Block 4 Lot 34
	VENARD ROAD			
302	3548	Colburn	06-31-411-012	OB N Block 3 Lot 1
303	3549	Mountain	06-31-414-001	OB N Block 1 Lot 13
304	3560	McAlpine	06-31-411-013	OB N Block 3 Lot 2
305	3600	Wasson	06-31-411-014	OB N Block 3 Lot 3
306	3612	Enenbach	06-31-411-015	OB N Block 3 Lot 4

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	Address	Record Owner	P.I.N.	Lot and Block Number
307	3624	Smith	06-31-411-016	OB N Block 3 Lot 5
308	3625	Bicek	06-31-415-026	See Legal Description Below ⁶
309	3636	Mulligan	06-31-411-017	OB N Block 3 Lot 6
310	3637	First Security Bank of D.G. Tr# 106	06-31-415-003	OB N Block 2 Lot 14
311	3648	Zolnierowicz	06-31-411-018	OB N Block 3 Lot 7
312	3660	Kummerer	06-31-411-019	OB N Block 3 Lot 8
313	3672	Bancroft	06-31-411-020	OB N Block 3 Lot 9
314	3678	Tully	06-31-411-022	OB N Block 3 Lot 10
315	3683	Donahue & Desplinter	06-31-415-011	OB N Block 2 Lot 22
316	3695	McGovern	06-31-415-012	OB N Block 2 Lot 23
317	3700	Didier	06-31-413-006	OB N Block 5 Lot 4
318	3702	Knecht	06-31-413-007	OB N Block 5 Lot 3
319	3704	Hunzinger	06-31-413-008	OB N Block 5 Lot 2
320	3713	Tinsley	06-31-406-011	OB Block 3 Lot 11
	35 TH STREET			
321	1101	Anthony	06-32-300-006	OB E Block 1 Lot 1
322	1117	DeLong	06-32-300-005	OB E Block 1 Lot 2
323	1133	Wengel	06-32-300-004	OB E Block 1 Lot 3
324	1149	Planert	06-32-300-003	OB E Block 1 Lot 4
325	1165	Diamond	06-32-300-002	OB E Block 1 Lot 5

⁶ Parcel 1: Lot 13 in Block 2 in Orchard Brook North, being a subdivision of part of the South 1/2 of Section 31, Township 39 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded January 16, 1967 as Document R67-1580, in DuPage County, Illinois. Parcel 2: That part of Lot 12 in Block 2 in Orchard Brook North described by beginning at the Southwest corner of Lot 12 and running thence Northeasterly on the westerly line of said Lot 12, 11.0 feet; thence easterly in a straight line 21.68 feet to a point on the South line of said Lot 12, 26.92 feet East from the place of beginning; thence West on said South line, 26.92 feet to the place of beginning, being a subdivision of part of the South half of Section 31, Township 39 North, Range 11, East of the Third Principal Meridian according to the plat thereof recorded January 16, 1967 as Document R67-1580, in DuPage County, Illinois.

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