

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

JAMES PLACE HOMEOWNERS ASSOCIATION

This Declaration is made this _____ day of _____, 1989, by West Suburban Bank as Trustee under Trust Agreement dated April 15, 1988, and known as Trust #8112 and Ten Talents, Inc., an Illinois Corporation (hereinafter referred to as "Covenantor").

W I T N E S S E T H :

WHEREAS, West Suburban Bank as Trustee under Trust Agreement dated April 15, 1988 and known as Trust #8112, and Ten Talents, Inc., an Illinois Corporation, are the owners of the real property commonly known as James Place and legally described in Exhibit A of this Declaration; and

WHEREAS, the Covenantor desires to develop James Place as a residential community; and

WHEREAS, the Covenantor desires to preserve the values and amenities, in said community by subjecting the property owned by it and described herein to the covenants, restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of said property; and

WHEREAS, the Covenantor has deemed it is desirable, for the efficient preservation of the values and amenities, in said community, to create an agency to which should be delegated and assigned the powers of administering and enforcing the covenants, restrictions, easements, charges, and liens as delineated in this Declaration;

NOW THEREFORE, West Suburban Bank as Trustee under Trust Agreement date April 15, 1988, and known as Trust #8112 and Ten Talents, Inc., an Illinois Corporation, as beneficiary of the aforesaid trust, declare that the real property described in Exhibit A is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens hereinafter set forth.

ARTICLE I

Property Subject to This Declaration

Section 1. Existing Subdivided Property. The real property legally described in Exhibit A, which is attached and made a part hereof, is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration. Said real property described in Exhibit A shall hereinafter be referred to as "James Place".

Section 2. Additional Property. The Covenantor may subject any other property to this Declaration. The Covenantor may take such action at any time and shall be solely at its discretion.

In order to subject additional property to this Declaration, the Covenantor shall execute and record a supplementary declaration which shall indicate the action being taken and which shall contain a legal description of the property which is the subject of the supplementary declaration.

Upon execution and recordation of a supplementary declaration, the property covered therein shall be subject to the covenants, restrictions, easements, charges and liens set forth in this Declaration. Said covenants, restrictions, easements, charges and liens shall run with the bind the property covered by the supplementary declaration and shall inure to the benefit of and be the personal obligation of the owner of said property in the same manner and to the same extent and with the same force and effect as this Declaration. Every person or entity who is a record owner of or a beneficiary of a land trust holding title to said property shall be a member of the James Place Homeowners Association on the same terms and subject to the same qualifications and limitations as those members under the provisions of this Declaration. In all respects, all of the provisions of this Declaration shall apply to the property covered in any supplementary declaration and to the owners thereof with equal meaning and of like force and effect.

ARTICLE II

General Purposes

The purpose of this Declaration is to provide for high standards of maintenance in the subdivision so as to ensure a residential community of the highest quality and character for the benefit and convenience of all owners of property and all residents of James Place.

ARTICLE III

Homeowners Association

Section 1. Creation. Prior to the date of the first conveyance of a lot in James Place, the Covenantor shall cause to be incorporated under the laws of the state of Illinois a not-for-profit corporation to be named the James Place Homeowners Association.

Section 2. Membership. Every person or entity who is a record owner of a lot in James Place or who is the beneficiary of a land trust holding title to a lot in James Place shall be a member of the Homeowners Association irrespective of the inclusion, exclusion, the incorporation by reference, or any specific expression or lack thereof to that effect in the deed or other documents of conveyance. Membership is appurtenant to and shall not be separated from ownership of a lot. Thus, membership shall automatically terminate upon the sale, transfer, or other disposition by a member of his ownership of a lot in James Place at which time the new owner shall automatically become a member of the Homeowners Association.

If more than one person or entity is the record owner of or a beneficiary of a land trust holding title to a lot in James Place, all such persons or entities shall be members.

Each member of the Homeowners Association shall be bound by and shall observe the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws of the Homeowners Association, and the rules and regulations promulgated from time to time by the Homeowners Association or its Board of Directors.

Any person or entity who holds an interest in a lot in James Place merely as a security for the performance of an obligation or any person in possession of a lot under contract to purchase such lot shall not be a member of the Homeowners Association.

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

a. Class A: Class A members shall be all record owners of lots in James Place and all beneficiaries of land trusts holding title to lots in James Place with the exception of the Covenantor.

b. Class B: Class B member shall be the Covenantor

Class A members shall be entitled to one vote for each lot owner. If more than one member is the record owner or beneficiary of the title-holding land trust of a lot in James Place, then the vote for that lot shall be exercised as those members amongst themselves determine. In no event shall more than one vote be cast with respect to any such lot.

Class B member shall be entitled to three votes for each lot owner. No more than three votes shall be cast with respect to any such lot.

Class B membership shall cease and be converted to Class A members the happening of either of the following events, whichever occurs first:

- a. upon conveyance of the title of a lot in James Place by the Covenantor, or
- b. whenever the Class B member elects to do so.

The Homeowners Association shall have the right to suspend the voting rights of any member for any period during which any assessment levied by the Homeowners Association against the member's lot remains unpaid.

Section 4. Powers, Duties and Responsibility. The Homeowners Association shall be the governing body for all the owners and beneficiaries of title-holding land trust of lots in James Place. It shall exercise the following powers and duties and shall assume the following responsibilities:

- a. to provide for high standards of maintenances of the subdivision and to make and promote the desired character of James Place;
- b. to receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exculsively for the purposes of the Homeowners Association;
- c. to receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any of the purposes of the Homeowners Association;
- d. to pay for, to maintain, repair, and replace the following in James Place;
 - i. the parkway along Geneva Road;
 - ii. interior street lights and appurtenances and electrical power;
 - iii. the landscape easements granted by the Covenantor;
 - iv. all entrance monuments and accompanying landscaping;
 - v. any median strips or cul-del-sac islands;
 - vi. any property owner or leased by the Homeowners Association;
 - vii. sidewalks along Geneva Road;
- e. to provide for a general fund to enable the Homeowners Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessment or special assessments;
- f. to enforce any lien for non-payment of any assessment;
- g. to take any action necessary to effectuate the purpose of this Declaration.

Section 5. Board of Directors. The affairs in the Homeowners Association shall be managed by a Board of Directors.

The initial control and management of the Homeowners Association shall be entrusted to an initial Board of Directors which shall consist of three directors. The initial Board of Directors shall hold office until the second Thursday in January of the year following the conveyance by the Covenantor of title to eighty-five percent of the lots in James Place.

When the initial Board of Directors of three directors shall cease to hold office as specified herein, there shall be a meeting of the members of the Homeowners Association for the purpose of electing a second Board of Directors. Said Board of Directors shall consist of seven directors who shall hold office for two-year terms. However, in said first Board of seven directors, four of the seven directors elected shall hold office for one year only; said four directors to be determined by lot.

The By-Laws of the Homeowners Association shall set forth the general powers of the Board, the number, tenure and qualifications of directors, their term of office, manner of election and removal and method of operation of the Board.

There shall be an annual election to fill the offices of directors whose terms are expiring. Said election shall occur at the annual membership meeting to be held on the second Thursday of January of each year. Cumulative voting shall apply in the election of the directors. There shall be one vote for each lot in James Place.

The Board of Directors shall have the power to fill any vacancy that may occur in their own number or in any office of the Homeowners Association. The directors or officers so appointed shall serve until the next annual election.

If any director fails to attend four meetings of the Board in any fiscal year; the Board may in its sole discretion declare his office vacant.

The regular meeting of the Board of Directors shall be held immediately after and at the same place as each annual membership meeting. Special meetings may be called on the order of the president or on the motion in writing of a majority of the directors. At least two days' notice of such special meeting, specifying its purpose, shall be given by mail or personal service to each director.

A majority of the Board of Directors shall constitute a quorum for the transaction of business and the action of a majority of such quorum shall be the action of the Board of Directors, but a less number may adjourn from time to time.

The officers of the Homeowners Association shall be a president, vice president, secretary, and treasurer. They shall all be directors and elected by the directors at the regular meeting of the Board of Directors subsequent to the annual election of directors and shall hold their respective offices for one year and/or until their successors are elected and qualified. The officers shall be subject to the control of the Board of Directors and may be removed by the majority of the directors at any regular meeting or at any special meeting called for that purpose. The Board of Directors may elect such other officers as it deems necessary. The Officers shall exercise their functions according to the By-Laws of the Homeowner's Association.

The members of the Board (including the initial Board of three directors and the subsequent Boards of seven directors) and the officers thereof shall not be liable to the Homeowner's Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as directors or officers. The Homeowners Association shall indemnify and hold harmless the members of the Board and the officers thereof against all contractual liability to others arising out of contracts made by them.

In the event of any disagreement between any members of the Homeowners Association relating to the maintenance, repair, or replacement of the street lights, parkways, landscape easements, median strips, cul-de-sac islands, entrance monuments, or sidewalks, the use or operation of the common property or any questions of interpretation or application of the provisions of this Declaration or the By-Laws of the Homeowners Association, the determination thereof by the Board shall be final and binding on each and all such members of the Homeowners Association.

Section 6. Responsibility for Maintenance, Repair, and Replacement.
The Homeowners Association shall be responsible for the maintenance, repair, and replacement of the following in James Place:

- a. the on-site storm water detention facilities, including grass cutting;
- b. all interior street lights and appurtenances and pay the cost of electrical power provided thereto;
- c. all entrance monuments and accompanying landscaping and grass (said entrance monuments, landscaping and grass shall be located within landscape easements granted by the Covenantor);

- d. any median strips or cul-de-sac islands;
- e. any property owned or leased by the Homeowners Association.

Section 7. Meetings. The initial meeting of the voting members of the Homeowners Association shall be held on the second Thursday in January of the year following the conveyance by the Covenantor of title to eight-five percent (85%) of the lots in James Place. The Covenantor or the initial Board of Directors shall notify the members of said initial meeting at least ten (10) days prior to the date on the second Thursday in January of each year. The purpose of the initial meeting and all subsequent annual meetings shall be to conduct Association business and to elect directors.

Special meetings of the voting members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the voting members, or for any other reasonable purpose. Said meetings may be called by the president, the Board of Directors or the voting members having, in the aggregate, not less than twenty-five (25%) of the total votes of the Homeowners Association. Special meetings shall be held as provided in the Homeowners Association By-Laws.

The presence in person or by written proxy at any meeting of the voting members having ten (10%) percent of the total votes of the Homeowners Association shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act or the Articles of Incorporation of the Homeowners Association, any action may be taken at any meeting of the voting members at which a quorum is present upon the affirmative vote of the voting members having a majority of the total votes present at such meeting.

Section 8. Loans and Encumbrances. The Homeowners Association through the Board of Directors may not obtain a loan, whether secured or unsecured, or encumber the assets of the Association without approval by a majority of the members of the Homeowners Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting by the voting members of the Homeowners Association having ten (10%) percent of the total vote shall constitute a quorum. However, said loan or encumbrance must be approved by not less than twenty-five (25%) percent of the total members of the Homeowners Association. This provision shall not restrict the power of the Board or the Homeowners Association to contract for goods or services in the ordinary course of the Association's operations.

This provision may not be amended unless twenty-five (25) percent of the total members of the Homeowners Association approves such amendment, in accordance with Article VIII of this Declaration.

ARTICLE IV

Maintenance Assessments for James Place

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Covenantor, for each lot owned by it in James Place, hereby covenants that each owner of a lot in James Place by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in a deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Homeowners Association regular assessments or charges and special assessments for capital improvements and maintenance expenses as provided herein. Such assessments shall be fixed, established and collected from time to time as hereafter provided. The regular and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge against and a continuing lien upon the lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Homeowners Association shall be used for any purpose of the Homeowners Association as specified in this Declaration or its Articles of Incorporation.

Section 3. Regular Assessments. The Homeowners Association, through the Board of Directors, shall levy for each assessment year an assessment, applicable to that year only, for the purpose of enabling the Homeowners Association to exercise its powers and duties and to fulfill its responsibilities as delineated herein. Assessments may be made payable monthly.

Section 4. Procedure. The Board of Directors of the Homeowners Association shall determine the amount of the assessment against each lot for each assessment year. The Board of Directors shall notify in writing each member of the Homeowners Association of the amount of the assessment against the member's lot no later than March 1 of each year. The annual assessment shall be paid by each member on or before April 1 of each year or in equal monthly installments if so provided.

The Board of Directors shall prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Homeowners Association and shall be open to inspection by any lot owner.

The Homeowners Association shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of the Homeowners Association setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to be paid.

Section 5. Change in Basis of Regular Assessments. The Board of Directors of the Homeowners Association may change the amount and/or basis of the regular assessment during any assessment year provided that any increase in the assessment shall be approved by sixty-six (66%) percent of a quorum of the members of the Board of Directors, at a meeting duly called for this purpose.

Section 6. Special Assessments for Capitol Improvements and Maintenance Expenses. In addition to the regular assessments authorized by Section 3 hereof, The Homeowners Association, through the Board of Directors, may levy any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction or unexpected repair or replacement of any of the parkways, median strips, entrance monuments, or common property provided that any such assessment shall be approved by sixty-six (66%) percent of a quorum of the members of the Board of Directors, at a meeting duly called for this purpose.

Section 7. Quorum for any Action Authorized under Sections 5 and 6. The quorum required for any action authorized by Sections 5 and 6 hereon shall be the presence in person at the meeting of the Board of Directors that number of directors having six-six (66%) percent of the total votes that could be cast by the Board. If the required quorum is not forthcoming at any meeting, another meeting may be called, and the required quorum at any such subsequent meeting shall be the same number, provided that no such subsequent meeting shall be held more than sixty days following the preceding meeting.

Section 8. Effect of Non-Payment of Assessment. If any regular or special assessemnt is not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection including reasonable attorney's fees thereof as hereinafter provided, thereupon become a continuing lien on the property and an equitable charge running with the land touching and concerning it, which shall bind upon property in the

hands of the then owner, his heirs, devisees, personal representatives, assigns, successors, and grantees and the limitation on the enforcement thereof shall coincide with the statutory limitation of the State of Illinois for the enforcement of oral agreements. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation to his successors in title unless expressly assumed by them. If title to a lot is held by an Illinois Land Trust, the trustee shall not have any personal liability for the assessment, but all beneficiaries of the trust shall be jointly and severally so liable. In the event title to a lot is held by more than one owner, all owners shall be jointly and severally liable. The lien shall attach to rents due from parties in possession to the record owners, provided that it shall be subordinate to an Assignment of Rents held by a mortgagee delivered in connection with a first mortgage loan to purchase the property.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the maximum rate of interest per annum, permitted by the usury laws of the State of Illinois and the Homeowners Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the property, and there shall be added to the amount of such assessment all the costs of preparing and filing the complaint and maintaining and concluding such action, including the cost of title reports, and in the event a personal judgment or decree of foreclosure is obtained, such judgment or decree shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with all costs of the action. The venue for all legal actions shall be in DuPage County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot.

In the event that title to any lot is conveyed to a land trustee, upon the demand of the Homeowners Association, the trustee shall furnish the Homeowners Association with a certified copy of the trust agreement so that the Homeowners Association shall be advised of the beneficiaries entitled to vote and who will be personally liable for the regular and special assessments.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein may for any reason be subordinated by the Homeowners Association by written document executed by its duly authorized officers and shall without any writing be subordinate to the lien of any mortgage placed upon the properties subject to assessments for the purpose of purchasing the subject lot

or lots provided, however, that such automatic subordination shall apply only to the assessments which arise subsequent to the lien of the mortgage or mortgages; and provided further that such subordination shall apply only to the assessments which have become due and payable prior to sale or transfer of such property pursuant to a decree or foreclosure, or for any other proceedings in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. The owners agree upon accepting title that the lien of the assessment shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership rights.

ARTICLE V

Property Right in the Common Property

If the Homeowners Association should purchase or lease any real property; then every owner of a lot in James Place shall have a right to an easement of enjoyment in and to all of said property and such easement shall be appurtenant to and shall pass with the title of every lot in James Place. However, the Homeowners Association may suspend the enjoyment of rights of any lot owner for any period during which any assessment remains unpaid and for any period not to exceed thirty (30) days for any infraction of its published rules and regulations.

ARTICLE VI

Maintenance and Repair

Section 1. Responsibility of Owner. Each owner of a lot in James Place shall provide at his own expense, all of the maintenance, decorating, repairs and replacement on his own lot and keep same in good condition.

Section 2. Responsibility of Homeowners Association. The Homeowners Association shall be responsible for the maintenance, repair and replacement of the property as specified in Article III, Section 4d of this Declaration.

Section 3. Liability for Damage to Property. Each lot owner in James Place shall be liable for the expense of any maintenance, repair, or replacement of any of the property the Homeowners Association is responsible to maintain in James Place rendered necessary by his act, neglect, or carelessness or by that of any member of his family or his guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Homeowners Association. Nothing herein contained, however shall be construed so as to modify any waiver by insurance companies of rights or subrogation.

Covenantor's Reserved Rights

Section 1. Easements. Notwithstanding any provisions contained herein to the contrary, all covenants, restrictions, easements, charges, and liens created under this Declaration shall be subject to easements of record on the date hereof and any easements which may hereafter be granted by the Covenantor.

Section 2. General Rights. The Covenantor shall have the right to execute all documents or undertake any actions affecting James Place which in its sole opinion are either desirable or necessary to fulfill or implement, either directly or indirectly, any of the rights granted or reserved to it in this Declaration.

The Covenantor shall have the right to amend this Declaration without complying with Article VIII of the Declaration. This right shall cease upon the election of the initial Board of seven directors.

ARTICLE VIII

Amendments

Section 1. Amendment. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the secretary of the Board of Directors. All lien holders of record must be notified prior to the meeting called for the purpose of voting on said change, modification, or rescission, either by personal service or first class mailing of such change, modification, or rescission, and an affidavit by said secretary certifying to same must be included as part of such instrument. Said change, modification, or rescission shall be approved by a majority of the members of the Homeowners Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the Homeowners Association having ten (10%) percent of the total votes shall constitute a quorum. However, said change, modification, or rescission must be approved by not less than ten (10%) percent of the total members of the Homeowners Association. Any change, modification or rescission concerning the maintenance, repair, and replacement of grass and vegetation in landscape easements granted by the Covenantor must also be approved by seventy-five (75%) percent of the owners of the lots on which such landscape easements exist. Any change, modification, or rescission concerning Article III, Section 8, must be approved by not less than twenty-five (25%) percent of the total members of the Homeowners Association.

accomplished under the provisions of the preceding paragraph, shall be effective upon recordation of such instrument in the office of the Recorder of Deeds of DuPage County, Illinois.

ARTICLE IX

General Provisions

Section 1. Duration. The covenants, restrictions, easements, charges, and liens as delineated in this Declaration shall run with and bind the land so as to insure the owners of lots and beneficiaries of trusts holding title to lots in James Place full enjoyment and benefit of their property. They shall inure to the benefit on be enforceable by the Homeowners Association, or the owner of any lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of thirty (30) years from the date this Declaration is recorded, after which time these covenants, restrictions, easements, charges, and liens shall be automatically extended for successive periods of ten years unless an instrument signed by a) the then owners of sixty-six (66%) percent of the lots in James Place and b) the then owners of seventy-five (75%) percent of lots on which landscape easements granted by the Covenantor exist has been recorded agreeing to change said covenants, restrictions, easements, charges, and liens in whole or in part. No such agreement to change shall be effective unless made and recorded three years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every lot owner at least ninety days (90) in advance of any action taken.

Section 2. Notices. Any notice required to be given to any lot owner under the provisions of this Declaration shall be deemed to have been properly given if said note was either a) sent by mail with postage prepaid to the last known address of the person or entity who appears as the lot owner on the records of the Homeowners Association at the time of such mailing or b) personally delivered to the last known address of the person or entity who appears as the lot owner on the records of the Homeowner's Association at the time of such delivery.

Section 3. Rights and Obligations. Each grantee by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed or other conveyance, accepts the same subject to a) all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and b) all rights benefits, and privileges of every character hereby granted, created, reserved, or declared. All impositions and obligations

hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance or any mortgage or trust deed or other evidence of obligation, to the rights described in this Declaration, and shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

Section 4. Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a residential community of the highest quality and character.

Section 5. Covenant to Abide by this Declaration. West Suburban Bank as Trustee under Trust Agreement dated April 15, 1988 and known as Trust #8112, and Ten Talents, Inc., an Illinois Corporation, covenant to abide by each and every covenant, restriction, easement, charge, and lien set forth herein and agree that all conveyances shall be subject to this Declaration as though each and every provision herein was set forth in each and every deed or document affecting title to the property.

Section 6. Identity of the Covenantor. For purposes of this Declaration, the Covenantor shall be defined as any land trust of which Ten Talents, Inc., holds the beneficial interest.

Section 7. Covenant in Event of Dissolution of the Homeowners Association. In the event the Homeowners Association is dissolved, the owners of lots in James Place agree that all provisions contained herein regarding maintenance, repair and replacement in James Place shall still apply and that this Declaration shall be in full force and effect.

Section 8. Lot Ownership in Trust. In the event title to any lot is conveyed to a title-holding trust, under the terms of which all powers of management, operation, and control of the lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, lines, or indebtedness and for the performance of all agreements, covenants, and undertakings chargeable or created under this Declaration against such lot ownership. No claim shall be made against

any such titleholding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such line or obligation. The amount of such line or obligation shall continue to be a charge or lien upon the lot ownership and the beneficiaries of such trust notwithstanding any transfers of lot ownership.

Section 9. Enforcement. Enforcement of these covenants, restrictions, easements, charges, and liens shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant easement, charge, or lien, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Covenantor, the Homeowners Association, or any owner of a lot in James Place to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 10. Severability. Invalidation of any one of these covenants restrictions, easements, charges or liens by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, West Suburban Bank as Trustee under Trust Agreement No. 8112 dated April 15, 1988 and Ten Talents, Inc., an Illinois corporation, as beneficiary of aforesaid trust, hereto have caused this Declaration to be executed on the day first above written.

WEST SUBURBAN BANK, not personally, but as Trustee under Trust Agreement dated 4/15/88 and known as Trust No. 8112

TEN TALENTS, INC.,
an Illinois Corporation

BY: 
TRUST OFFICER

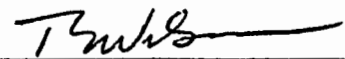
BY: 

EXHIBIT A

LEGAL DESCRIPTION

James Place, being a subdivision in part of the south west quarter of Section 5 and part of the south east quarter of Section 6, Township 39 North, Range 10, east of the third principal meridian, according to the plat thereof recorded May 23, 1988 as Document R88-052200, in DuPage County, Illinois.

First addition to James Place, being a subdivision in part of the south west quarter of Section 5, Township 39 North, Range 10, east of the third principal meridian, according to the plat thereof recorded October 31, 1988 as Document R88-123713, in DuPage County, Illinois.

PIN # 05-05-300-005

BY-LAWS
OF
JAMES PLACE HOMEOWNERS ASSOCIATION

ARTICLE I
THE ASSOCIATION

SECTION 1. The name of this association shall be James Place Homeowners Association.

SECTION 2. The owners of record and the beneficiaries of land trusts holding title to the real property legally described in Exhibit A, which is attached hereto and made a part hereof, shall be members:

SECTION 3. The association shall be incorporated under the Illinois General Not-For-Profit Corporation Act.

SECTION 4. Additional property owners and beneficiaries of land trusts may become members of the Association as provided in the Declaration of Covenants and Restrictions.

ARTICLE II
PURPOSES

The purposes of the Association, as stated in the Articles of Incorporation, are:

A. To act as the governing body for all the owners and beneficiaries of the title-holding land trusts of lots in James Place;

B. To provide for high standards of maintenance of the subdivision and to make and promote the desired character of James Place;

C. To receive property of every kind, whether real or personal, and to administer and apply such property and the income therefrom exclusively for the purposes of Homeowners Association;

D. To receive any gift, bequest, or devise of any property for any purpose specified by the donor or testator within any of the purposes of the Homeowners Association;

E. To maintain, pay for, repair, and replace the following in James Place:

i. the interior street lights and appurtenances and the cost of electrical power;

ii. the detention facilities;

iii. all entrance monuments and accompanying landscaping;

iv. any median strips or cul-del-sac islands;

v. any property owner or leased by the Homeowners Association;

F. To provide for a general fund to enable the Homeowners Association to exercise its powers, duties, and responsibilities as delineated in this Declaration, its Articles of Incorporation, and its By-Laws by levying an annual assessment or special assessments;

G. To enforce any lien for non-payment of any assessment;

H. To take any action necessary to effectuate the purposes of the Declaration of Covenants and Restrictions and the By-Laws of the Homeowners Association.

ARTICLE III

OFFICES

The Association shall maintain in the State of Illinois a registered office and a registered agent at such office and may have other offices within or without the State.

ARTICLE IV

MEETINGS OF MEMBERS

SECTION 1. an annual meeting of the voting members shall be held on the second Thursday in January of each year for the purpose of conducting the business of the Association, electing directors, and transacting such other business as may come before that meeting. If such day be a legal holiday, the meeting shall be held on the following day.

SECTION 2. Written notice of any regular or special meeting shall be distributed not less than ten (10) days nor more than thirty (30) days prior to regular or special membership meetings, stating the date, place and the hour of the meeting.

In the case of a special meeting, such notice shall also include the purpose for which the special meeting is being called.

If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association, with postage thereon prepaid.

SECTION 3. The Board of Directors may designate any place as the place of meeting for any annual meeting or for any special meeting. If no designation is made or if a special meeting be otherwise called, the place of meeting shall be the registered office of the association in the State of Illinois.

SECTION 4. Voting on any question or in any election may be by voice unless the presiding officer shall order or any member shall demand that voting be by ballot.

SECTION 5. Each member entitled to vote at a meeting of members may authorize another person or persons to act for him by proxy, but no such proxy shall be voted or acted upon after eleven months from its date, unless the proxy provided for a longer period.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. Special meetings of the Board of Directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the Board of Directors may fix any place as the place for holding any special meeting of the Board of Directors called by them.

SECTION 2. Notice of any special meeting shall be given at least five (5) days previous thereto by written notice to each director at his address as shown by the records of the Association. If mailed, such notice shall be deemed to be prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or conveyed. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of waiver of such meeting.

SECTION 3. Unless specifically prohibited by the Articles of Incorporation or By-Laws, any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, or of any committee thereof may be taken without a meeting if a consent, in writing, setting forth the action so taken, shall be signed by all the directors of such committee, as the case may be. Any such consent signed by all the directors or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

SECTION 4. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the voting members having sixty-six (66%) percent of the total votes.

SECTION 5. A director of the Association who is present at a meeting of the Board of Directors at which action on any Association matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the secretary of the association immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 6. The Board of Directors by resolution adopted by a majority of the number of directors fixed by the By-Laws or otherwise, may designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have an exercise all of the authority of the Board of Directors in the management of the Association, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular or special meeting of the Board of Directors. The executive committee shall keep regular minutes of its proceedings and report the same to the Board when required.

ARTICLE VI

OFFICERS

SECTION 1. The Board shall elect from among its members the following officers:

a. A president who shall preside over both its meetings and those of the voting members and who shall be the chief executive officer of the Board.

b. One or more vice-presidents who shall assume the duties of the president if the President is unable to fulfill his duties.

c. A secretary who shall keep the minutes of all meetings of the Board and of the voting members and who shall perform all the duties incident to the office of secretary.

d. A treasurer who shall keep the financial records and books of account.

SECTION 2. The president shall be the principal executive officer of the Association. Subject to the direction and control of the Board of Directors, he shall be in charge of the business of the Association; he shall see that the resolutions and directions of the Board of Directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the Board of Directors; and, in general, he shall discharge all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time. He shall preside at all meetings of the voting members and of the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws, he may execute for the Association certificates for its shares, and any contracts, deed, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He may vote all securities which the Association is entitled to vote except and to the extent such authority shall be vested in a different officer or agent of the Association by the Board of Directors.

SECTION 3. The vice-president (or in the event there may be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his duties as the president may direct and shall perform such other duties as from time to time may be assigned to him by the president or by the Board of Directors. In the absence of the president or in the event of his inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the Board of Directors, or by the president if the Board of Directors has not made such a designation, or in the absence of any designation, then in the order of seniority of tenure as vice-president) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president.

Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Association or a different mode of execution is expressly prescribed by the Board of Directors of these By-Laws, the vice-president (or each of them if there are more than one) may execute for the Association certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments which the Board of Directors has authorized to be executed and he may accomplish such execution either under or without the seal of the Association and either individually or with the secretary, any assistant secretary or any other officer thereto authorized by the Board of Directors, according to the requirements of the form of the instrument.

SECTION 4. The treasurer shall be the principal accounting and financial officer of the Association. He shall a) have charge of and be responsible for the maintenance of adequate books of account for the Association, b) have charge and custody of all funds and securities of the Association and be responsible therefore to the office of the treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors. If required by the Board of Directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors may determine.

SECTION 5. The secretary shall a) record the minutes of the voting members and the Board of Director's meetings in one or more books provided for that purpose, b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law, c) be custodian of the Association records and of the seal of the Association, d) keep a register of the post-office address of each voting member which shall be furnished to the secretary by such voting member, e) authorized by the Board of Directors, any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the Board of Directors or these By-Laws and f) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or the Board of Directors.

ARTICLE VII COMMITTEES

SECTION 1. The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority of the Board of Directors in the management of the Association, but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law. The members of the committees may either be directors or members of the Association.

SECTION 2. Each member of a committee shall continue as such until the next annual meeting of the members of the association and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

SECTION 3. One member of each committee shall be appointed chairman.

SECTION 4. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

SECTION 5. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which quorum is present shall be the act of the committee.

SECTION 6. Each committee may adopt rules for its own government not inconsistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VIII

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these By-Laws or under the provisions of the Articles of Incorporation or under the provisions of the Illinois General Not-for-Profit Corporation Act, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after these stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE IX

AMENDMENTS

The provisions of these By-Laws may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission, certified by the secretary of the Board of Directors. Said change, modification, or shall be approved by a majority of the members of the Homeowners Association present in person or by written proxy at a membership meeting called for this purpose. The presence in person or by proxy at said meeting of the voting members of the Homeowners Association having ten (10%) percent of the total votes shall constitute a quorum. However, said change, modification, or rescission must be approved by not less than ten (10%) percent of the total members of the Homeowners Association.

Prior to the election of the initial seven-member Board of Directors, the three-member Board of Directors shall have the authority to amend these By-Laws in whole, or in part, without complying with the provisions of Article VIII or Paragraph I of Article IX of these By-Laws.

ARTICLE X

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

SECTION 2. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by the members of the Association as delineated in the Declaration. Such authority may be general or confined to specific instances.

SECTION 3. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer and countersigned by the president or a vice president of the Association.

SECTION 4. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE XI

BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the members entitled to vote. All books and records of the Association may be inspected by any member, or his agent or attorney for any proper purposes at any reasonable time.

ARTICLE XII

FISCAL YEAR

The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

ARTICLE XIII

ORDER OF BUSINESS

SECTION I. Robert's Rules of Order shall decide all questions of order.