



ex. A.

RE-RECORDING
COVER SHEET

200900003045

Prepared by and Mail to:

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DEBBIE
GILLETTE
KENDALL COUNTY, IL

RECORDED: 2/10/2009 1:35 PM
DEC: 76.00 RHSPS FEE: 10.00
PAGES: 31

This instrument is being re-recorded for the purpose of correcting the legal description on the Covenants, Conditions and Restrictions of Estates of Millbrook Platted as Marye's Heights Subdivision Kendall County, Illinois, recorded April 3, 2000 as Document No. 0003660 and re-recorded April 12, 2000 as Document. No.0004192.

Property Address: Estates of Millbrook, Units 1-4, Millbrook, Illinois.

This is a full and complete
copy of original document filed in
my office on FEBRUARY 10 2009
Dated at Yorkville, IL this 28th day of
August, 2012.

Debbie Gillette

County Recorder

Lynne White, Deputy

STATE OF ILLINOIS)
)ss.
COUNTY OF KENDALL)

~~0003660 04/03/2000 08:13A 3 of 4
Paul Anderson, Kendall County, IL Recorder~~

**COVENANTS, CONDITIONS, AND
RESTRICTIONS**

OF

**ESTATES OF MILLBROOK
PLATTED AS
MARYE'S HEIGHTS SUBDIVISION**

KENDALL COUNTY, ILLINOIS

Prepared by:
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1754 N. Washington St.
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Return to:
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ESTATES OF MILLBROOK PLATTED AS MARYE'S HEIGHTS

Kendall County, Illinois

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 24TH day of March, 2000,
by DE PAULO BUILDERS, INC., hereinafter called Declarant,

WITNESSETH

WHEREAS, Declarant is the owner of the real property known as Estates of Millbrook, as legally described in Article I of this Declaration; and

WHEREAS, Declarant is desirous of subjecting said real property to the conditions, covenants, and restrictions hereinafter set forth, each and all of which is and are for the benefit of the property and each owner thereof, and shall inure to the benefit of and pass with said property;

NOW, THEREFORE, Declarant hereby declares that the real property described in and referred to in Article I hereof is, and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, and restrictions (hereinafter collectively referred to as "Covenants") hereinafter set forth.

ARTICLE I

PROPERTY SUBJECT TO THIS DECLARATION

This real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to the covenants set forth herein is located in the Kendall County, Illinois and is more particularly described in Exhibit A, attached hereto and made a part thereof, all of which real property is hereinafter referred to collectively as "Estates of Millbrook."

ARTICLE II

GENERAL PURPOSES OF THIS DECLARATION

The real property in Article I hereof is subjected to the covenants hereby declared to insure proper use and appropriate development and improvement of Estates of Millbrook and every part thereof; to protect the owners of property therein against such improper use of surrounding lots as may depreciate the value of their property; to guard against the erection thereon of buildings built of improper or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of attractive improvements thereon, with appropriate locations thereof; to prevent hap hazardous and inharmonious improvement; to secure and maintain proper setbacks from streets, and adequate free spaces between structures to maintain the common area; and in general to provide adequately for the highest type and quality of improvement in Estates of Millbrook; and to insure desired high standards of maintenance and operation of community facilities and services benefited to all owners of property by maintaining and promoting the desired character of the entire Estates of Millbrook development and convenience to all residents.

ARTICLE III

DEFINITIONS

BUILDING. Any structure having a roof, supported by columns or by walls and intended for the shelter, housing, or enclosure of any person, animal, or chattel.

BUILDING HEIGHT. The vertical distance as allowed and measured under the Ordinances of the Kendall County in effect at the time of application for building permit.

COMMON AREA. All of that part of the premises which have been platted as

Outlots and Public Easements on the final plats of subdivision of Estates of Millbrook.

FAMILY. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than two (2) person not all so related, maintaining a common household in a building.

ARTICLE IV

GENERAL RESTRICTIONS

5. LAND USE AND BUILDING USE. All lots in the Estates of Millbrook shall be used for private residence purposes only, and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, or maintained thereon, except one dwelling designed by a licensed architect and erected for occupancy by one family. Such other detached-accessory buildings may be erected in such manner and location as permitted by Kendall County in existence at the time the improvement is to be made subject to architectural approval.

2. DWELLING QUALITY AND SIZE. It is the intention and purpose of these covenants to assure that all dwellings shall be of a quality of design, workmanship, and materials permitted by Kendall County. All dwellings shall be constructed in accordance with the applicable governmental building code and with more restrictive standards that may be required by these covenants, including but not limited to: the erection or re-erection of any building; the erection or re-erection of any accessory building or structure; or the installation of any garage, fence, wall, deck, patio, driveway, parking area or similar structure may occur until and unless the plans and specifications therefore have been approved in writing by the Architectural Review Committee. This

Committee shall have the right to review all such plans and specifications and to accept or reject the same if, in the opinion of the Committee, they are not suitable or desirable for aesthetic or other reasons. Such plans and specifications shall be either approved or disapproved by the Architectural Review Committee within thirty (30) days after their submission for review and if disapproved, the reason(s) therefore shall be given by the Committee. Plans and specification approval or disapproval shall be based on exterior appearance only. In no instance shall any structure be approved where the same will or may interfere with the public safety. In any event, the ground-floor living area of each dwelling, exclusive of attached garage, carports, patios, open terraces, courts, breezeways, and basements shall be:

- a) All single story dwellings and have at least 2000 square feet of living area;
- b) All "true" first floor master bedrooms with full private master baths besides the powder room with additional bedrooms on the 2nd floor must have at least 2300 feet of living area. All multilevel dwellings must have at least 2400 feet of living area.
- c) Siding shall be comprised of all wood, all dryvit, all brick, or any combination thereof. Aluminum or vinyl siding shall not be permitted, except for soffits and fascia, with permission by the Architectural Review Committee. All wood shall be understood to mean wood siding, or composite wood, such as omni board or L.P. or other such materials of equal or better quality.
- d) Decks and patios as approved by Kendall County.
- e) All roofing must be equal to or exceed a standard 3 TAB asphalt or fiberglass or other as accepted by the Architectural Review Committee.
5. All dwellings to have at least a two car attached garage.

- g) Seed or sod entire lot within 1 season of occupancy permit.
- h) Hard surface driveways: asphalt, concrete, brick pavers, etc. are required.

3. LOCATION ON LOT. A) No building shall be located on a lot nearer to the front line, or a side lot line adjoining a street, than the minimum setback shown on the recorded plat of subdivision of Estates of Millbrook or Kendall County zoning ordinance. B) To preserve the aesthetics of the development, the Architectural Review Committee may dictate the location of the home on the site. C) No re-subdivision of any lot will be granted unless approved by the Architectural Review Committee and Kendall County.

4. HOME OPERATIONS, NUISANCES, AND LIVESTOCK. Except for Declarant, no gainful occupation, business or profession, or other nonresidential use, shall be conducted on property or in any building located in Estates of Millbrook. Home offices, limited to phone, fax machines, computers, copiers, etc., are allowed subject to the governing ordinances of Kendall County so long as no disturbances occur that would disrupt the tranquility of the neighbors/neighborhood. No model homes are allowed after 95% of the lots are built on. No noxious or offensive activity shall be carried on, in or upon any premises, nor shall anything be done thereon which may be, or may become, and annoyance or nuisance to the neighborhood. No livestock, poultry, or more than two dogs or cats collectively over four months of age, shall be kept or maintained on any lot. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves is permitted if allowed by Kendall County. No satellite dishes allowed unless under 20" in diameter and only if inconspicuous. The use of any garage, driveway, or parking area as a parking space for trucks or commercial vehicles is prohibited.

Habitual overnight parking of any boat, trailer, etc., is prohibited, excepting cars parked in the driveway for the residences and occasional overnight guests. The parkway located between the pavement and the lot line of each lot shall not be used for the parking of any vehicles or boats or trailers. All above uses must also comply with all Kendall County Regulations.

5. LANDSCAPING, PLANT DISEASES OR NOXIOUS INSECTS. 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.

- a. Homeowners may not remove any healthy tree with a diameter of more than eight (8) inches without the approval of the Architectural Review Committee or unless it lies within the approved building pad, driveway or within twenty (20) feet of the dwelling structure. Special authorization shall not be withheld unreasonably by the Architectural Review Committee where the request is reasonable and in the best interest of the individual homeowner giving due consideration to the Association and the aesthetics of the subdivision as a whole.
- b. Solar Collectors:
Solar collectors which are visible must be carefully designed to relate to the architectural design of the Building on which they are placed. Solar collectors must be aesthetically integrated into the design forms when exposed to view and must be hidden from view wherever possible. Any solar collector placed on a Building roof must be constructed at the same pitch as the roof of the Building. All solar equipment must, if possible, be screened from adjacent Lots. Any Building with solar systems must be pre-approved by the Architectural Review Committee prior to the commencement of construction.
- c. Landscaping and Drainage:
Landscaping shall not be installed in a manner which may obstruct vehicular or pedestrian traffic along public ways or present visual obstruction creating safety hazards. No alteration of drainage patterns or grades and no removal or addition of earth on any Dwelling Lot shall be done in any manner except in accordance with the engineered grade levels as determined by Declarant or

Declarant's engineer, and County of Kendall. Any adjustments of the grading for change in swales is not permitted.

6. ARCHITECTURAL CONTROLS. No building, fence, wall, patio, deck or other structure shall be commenced, erected, or maintained, nor shall any additional to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on lot, the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee. To preserve the beauty and natural character of the Estates of Millbrook, perimeter fencing shall not be permitted. No chain link or stockade type fences are allowed anywhere in the Estates of Millbrook. Other decorative fencing such as a screening fence, pool security fence, dog run fence or underground wire "invisible" fence may be permitted provided that the property owner has first submitted a fence plan for review by the Architectural Review Committee. The Architectural Review Committee shall have the right to refuse or approve any and all such construction plans or specifications, grading plan, or landscape plan, which are not suitable or desirable, in the opinion of the committee, for aesthetic or other reasons; and in so passing upon construction plans and specifications, or fence, the Committee shall have the right to take into consideration the suitability of the proposed building or other structure with the surroundings, and the effect of other structure with the surroundings, and the effect of the building or other structure on the outlook from adjacent or neighboring properties. Each lot shall be sodded or seeded within 1 season of the date of the issuance of an occupancy permit, temporary or permanent, from the governmental agency having jurisdiction over the subject property. It is understood and

agreed that the purpose of architectural controls is to secure an attractive harmonious residential development having continuing appeal. Once a plan, whether architectural or landscaping, is approved, it may not be changed without further Committee approval. Due to the uniqueness and location, special attention by the Architectural Review Committee will be given to lots 1-8, 48-59, and 67-79. In some cases may be required to exceed the minimum or allowed to be below the minimum if extra concern in architecture, design, and location are unique.

7. MAINTENANCE OF PARKWAYS. The owners of lots in the Estates of Millbrook shall be responsible for the maintenance of parkways located between their lot lines and edges of street pavements on which said lots face or adjoin.

8. EASEMENTS. Each of said lots in said subdivision is subject to permanent easements for installations and maintenance of utilities and for drainage facilities, and the same are reserved as shown, or otherwise noted, on the recorded plat. Within such easement, no structures, buildings, planting or other material shall be erected, planted or stored where the same may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in said easements. The easement area in each lot shall be maintained by the owner of said lots except for such improvements installed and maintained by public authority or a public utility.

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, incomplete buildings, tent, shack, garage, barn, basement or other outbuilding shall be used on any time as a residence, either temporarily or permanently. Temporary

buildings, trailers or structures used in the construction of any dwelling shall be removed immediately upon completion of such construction.

10. GARAGES AND DRIVEWAYS. Access driveways and other areas for vehicular use shall be erected and maintained on every lot. Entrances for each driveway shall be subject to approval by the County of Kendall and Little Rock Township Highway Department. Each lot shall contain one enclosed attached garage with not less than two parking spaces therein. Adequate off-street parking spaces shall be provided by the owner of each individual lot to avoid any habitual use of on-the-street parking. The driveway may be counted in computing such off-street parking. Said driveway approach and driveway shall be paved or concrete in such manner as to prevent erosion. All plans and specifications for driveways, parking areas, culverts and pavement edging or markers must be approved in writing by the Architectural Review Committee. Each homeowner or builder shall be required to install an approved culvert where each respective driveway crosses a ditch in said subdivision, together with a flared end section in a width to be determined by the Kendall County or Fox Township Highway Department.

11. UTILITY OR STORAGE BUILDING. A utility or storage building shall only be built after obtaining the approval of the Architectural Review Committee, as provided herein and a permit from Kendall County. The size of said building may be a maximum of 400 square feet and shall not be located farther forward than the rear point of the residence; said utility or storage building shall be the second and only other structure to be built on that lot (gazebos, cabanas, etc. do not apply); and must conform to the same architectural style as the dwelling unit.

8. PATH EASEMENT PROVISIONS. A) Public (future)- the subdivision plat for Marye's Heights Unit I provides for a ten foot bicycle path and roadway along the northwesterly portion of the premises adjacent to Fox River Drive. The Subdivision Plat provides that the 10 foot easement is a permanent non-exclusive easement granted to the County of Kendall, Kendall County Forest Preserve District, and their successors and assigns, for the purpose of constructing, maintaining, patrolling, and altering a public pathway, bicycle path, sidewalk, and/or roadway appurtenance for pedestrian and non-motorized vehicular use.

B) Private – a private exclusive walkway will be provided surrounding the subdivision. This is for the exclusive use of the Estates of Millbrook and will be owned and maintained by the Association. Its intention is for walking, jogging, etc., motorized vehicles are prohibited.

9. PARKWAY TREES. Parkway trees will be required to be installed by the Builder/Owner of each individual lot. Parkway trees must be a minimum of 3" caliper and of a species which reaches a mature height of at least 35 feet. The required number of trees per lot shall be as follows:

- a. Standard Lots – 2 trees per lot planted
- b. Corner Lots – 5 trees per lot planted, 2 in the front yard and 3 in the sideyard.

All so-called parkway trees described in this section must be planted within the first (front) twenty (20) feet of the individual lots. No trees may be planted within any road R.O.W. of this subdivision.

Preservation of existing trees is encouraged and special consideration will be

given to waive this requirement where existing front yard trees can be preserved. If the Kendall County Ordinance exceeds these requirements, then the requirements of the County will take precedence.

14. DEVIATIONS BY AGREEMENT WITH DECLARANT. Declarant hereby reserves the right to enter into agreements with the owner of any lot or lots (without the consent of owners of other lots or adjoining or adjacent property) to deviate from any or all of the covenants set forth in this Declaration, provided there are practical difficulties or particular hardships evidenced by the owner, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of any such covenant as to the remaining lots in the Estates of Millbrook.

In addition to 5B of Article XI, as long as the Declarant is the Architectural Review Committee, all decisions of any kind will be final. Any formal disagreements, arbitration, law suits, etc., will be paid for by the submitter disagreeing with the Declarant. All fees of any kind incurred by the Declarant involved with defending any formal disagreements, arbitration, lawsuits, etc., will be fully paid for by the party submitting the same.

ARTICLE V

INDIVIDUAL WELL AND SEWAGE DISPOSAL AND TREATMENT SYSTEM

1. REGULATIONS. The owner of each lot upon which is constructed a dwelling is responsible, at owner's expense, for owner's own well and sewage treatment disposal system. The sewage treatment system must conform in every detail and construction to the applicable standards of the "Private Sewage Disposal Licensing Act and Code", State of Illinois Department of Public Health, 1974, or the latest revision

thereof. The work and construction shall also conform to the applicable Kendall County regulations. Every such owner will keep said system in good repair.

Any owner who has a mechanical septic system installed shall be required to have a maintenance contract in effect for the upkeep and maintenance, and inspection of the system providing for annual inspections.

2. CONTRACTOR AND INSTALLATIONS. All household sewage disposal systems shall be installed by a contractor properly licensed, in accordance with the state and county standards. All plans of the disposal system shall be submitted to the Developers and the county for approval. Each disposal system shall be inspected at the required times as provided by the applicable state and county statutes, ordinances or regulations. The Architectural Review Committee may require any individual lot owner to install a mechanical septic system or cavitat system if necessary for proper absorption.

3. PERCOLATION. Any percolation tests shown on the subdivision plat, or other plans, are of a general nature only. The design of any individual septic system is to be based upon actual tests run by the contractor performing said work or by the owner of said individual lot.

ARTICLE VI

1. CREATION. The Architectural Review Committee (the "Committee") is hereby created. It consists of the Developer, Joseph A. De Paulo. In the event of death, resignation, or disqualification of Joseph A. De Paulo, Deborah A. De Paulo or her nominee shall act as the Committee until management is turned over the to the Association as provided herein. The Committee shall then be appointed by the Association and shall consist of no less than 3 months and no more tan 7 members.

Members shall be an owner of a lot except one member may be a non-owner who is an architect, engineer or contractor. The Association shall indemnify, defend, and hold the Committee and each of its members harmless from and against any claims, awards or settlements made against said committee or any of its members, including court costs and reasonable attorney's fees.

2. PROCEDURE. All plans, specifications, and other material shall be filed in the office of the Association, for referral to the Committee. A completed architectural plan must be submitted including the following item: architectural design plans of the home, a site plan with septic and well location marked, and a drainage and grading plan. The Committee's approval or disapproval on matters required by this Declaration shall be final. A report in writing setting forth the decisions of the Committee and the reasons therefore shall thereafter be transmitted to the applicant by the Committee within 30 days after the date of filing of all required plans, specifications, and other material reasonably requested by the Committee. The Committee will work with prospective builders to make suggestions from preliminary sketches. Prospective builders are encouraged to submit preliminary sketches for informal comment, prior to the submittal of architectural drawings and specifications for approval.

In the event: (a) the Committee fails to approve or disapprove within 30 days after submission of all required documents, as required in this Declaration; or (b) no suit to enjoin constructions has been filed within 60 days after commencement of construction of a building or any other improvement, approval shall not be required and the related requirements of this Declaration shall be deemed to be complied with.

ARTICLE VII

THE ESTATES OF MILLBROOK HOMEOWNERS' ASSOCIATION

1. CREATION AND PURPOSES. There shall be formed an Illinois not-for-profit corporation to be known as the Estates of Millbrook Homeowners' Association (hereinafter referred to as the "Association"), whose purposes shall be to insure high standards of maintenance and operation of all property in the Estates of Millbrook reserved by the Declarant for the common use of all residents and owners of property therein and to insure the provision of services and facilities of common benefit, and in general to maintain and promote the desired character of the Estates of Millbrook.

2. INTERIM MANAGEMENT. The affairs of the Association shall be managed by the Declarant with all of the powers set forth herein below until such time as the Declarant shall formally turn over the affairs of the Association to the voting members which shall occur at such time as the Declarant shall designate but no later than thirty (30) days after seventy-five percent (75%) of the lots are sold and occupied.

3. MEMBERSHIP AND VOTING. Every record owner of a fee simple interest in the Estates of Millbrook shall become a member of the association and each such member, including De Paulo Builders, Inc., shall be entitled to one vote on each matter submitted to vote of members for each lot owned, provided, that where title to a lot is in more than one person, such co-owners acting jointly shall be entitled to but one vote. Membership is appurtenant to and shall not be separate from the ownership of a lot. Thus, a membership shall automatically terminate upon the sale, transfer, or other disposition by a member of its ownership of a lot in the Estates of Millbrook at which time the new owner shall automatically become a member of the Association.

Each member of the Association shall be bound by and shall observe the terms and provisions of this Declaration, the articles of incorporation, and by-laws of the Association, and the rules and regulations promulgated from time to time by the Association or its Board of Directors.

4. POWERS AND DUTIES OF THE HOMEOWNERS' ASSOCIATION.

The Association shall have a perpetual duty to be responsible for the maintenance and repair of the common area and the storm water management facilities located thereon, the subdivision entrance monument, signs, and landscaping located in entrance rights-of-way in the Estates of Millbrook. The Association shall mow, care for, remove rubbish, water, and plant grass, shrubs, trees, and/or flowers in and upon said property of the Association.

Declarant shall cause the storm water management facilities to be built according to the plans and specifications approved by Kendall County. The Association agrees that the facilities and the entire drainage system will at all times comply with all current applicable provisions of the Code of Kendall County and with the plans and specifications referred to above, including maintaining depths and bank slopes as set forth upon said plans. The Association shall maintain said storm water management facilities, all overland flood routes and the property's entire drainage system in good order and repair at all times so that said facilities at all times will properly carry out the functions for which it was designed including assuring they function as hydraulically and hydrologically planned and will at all times attempt to be maintained free from algae and other aquatic vegetation. The Association shall maintain all planted vegetation existing or installed.

The Association shall have the perpetual duty and obligations to assess its members on a yearly basis for a prorated share of the cost to maintain the common areas and detention/retention areas as well as for a prorated portion of any real estate property taxes which become due and payable on all common areas and walking path.

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

The Association shall defend and hold harmless the Declarant and the members of the Board of Directors and Officers in the execution of their duties.

5. MEETINGS. The initial meeting of the voting members shall be held upon ten days' written notice given by the Declarant. Thereafter, there shall be an annual meeting of the voting members as provided in the Association by-laws.

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 percent of the total votes of the Association. Special meetings shall be held as provided in the Association by-laws.

The presence in person or by proxy at any meeting of the voting members having Thirty-five (35%) percent of the total votes shall constitute a quorum. Unless otherwise expressly provided herein or required by the General Not-For-Profit Corporation Act, the Articles of Incorporation of the Association, or the By-Laws of the 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.

6. BOARD OF DIRECTORS. The affairs of the Association shall be managed by a Board of Directors. At the initial meeting of the voting members, a Board of Directors shall be elected. Members of the board elected at the initial meeting shall serve until the first annual meeting. The by-laws of the Association shall set for the general powers of the board, the number, tenure, and qualification of directors, their term of office, manner of election and removal, and method of operation of the board.

The Association may from time to time increase or decrease such number of persons on the board or may increase the term of office of the board of members, provided that such number shall be not less than three and that the terms of at least one-third of the persons on the board shall expire annually.

Members of the Board shall receive no compensation for their services, but shall be reimbursed for their out of pocket expenses.

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

- a) A President who shall preside over both the Board's 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.
10. A Secretary/Treasurer who shall keep the minutes of all the meetings of the Board and of the voting members and who shall perform all the duties

incident to the office of secretary and who shall keep the financial records and books of account. The Secretary and Treasurer may be two separate officers.

The Board may elect such other officers as it deems necessary. The officers shall exercise their functions according to the By-laws of the Association.

The members of the Board and the Officers thereof shall not be liable to the Association for any mistake of judgment or acts or omissions made in good faith while acting in their capacity as Directors or Officers. The Association shall indemnify and hold harmless the Declarant, members of the Board, and the officers thereof against all contractual liability to others arising out of contracts reasonable made by them.

In the event of any disagreement between any members of the Association relating to the use or operation of the common property or any question or interpretation or application of the provisions of this Declaration or the by-laws of the Association, the determination thereof by the Board shall be final and binding on each and all such members of the Association.

ARTICLE VIII

MAINTENANCE ASSESSMENTS

1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Each owner of a lot in the Estates of Millbrook by acceptance of a deed or other document of conveyance therefore, whether or not it shall be so expressed in any deed or other document of conveyance, shall be deemed to covenant and agree to pay to the Association regular assessments or charges and special assessments for capital improvements 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, at the rate of 5% per annum, and cost of collection thereof as hereinafter provided be a lien upon the lot and shall also be the personal obligation of the person who is the owner of such lot at the time when the assessment becomes.

2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used for the purpose of promoting the health, safety, and welfare of the residents of the Estates of Millbrook and in particular, but not limited to, the operation, maintenance, and repair of the common elements, storm water management facilities, subdivision entrance monument and landscaping and maintenance of the common area.

3. BASIS OF REGULAR ASSESSMENTS. Until the year beginning January 1, 2001, the regular annual assessments shall be \$175.00 per lot payable annually. From and after January 1, 2001, the regular annual assessment may be increased or decreased by a vote of the board of directors of the Association, as hereinafter provided, for the next succeeding year and at the end of that year for each succeeding year.

The board of directors of the Association may, at any time, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for any year at an amount lesser than that previously set for that year.

The Association shall provide an assessment annually to cover the cost of

maintaining the detention, common and path areas as well as for any real estate taxes which become due and payable on all common detention and path parcels.

4. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the regular assessment authorized by Paragraph 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part any expense, including but not limited to, the cost of any construction or reconstruction or unexpected repair or replacement of the subdivision, storm water management facilities, entrance monument or landscaping, provided that any such assessments shall have the assent of a majority of the Board.

11. DUTIES OF THE BOARD OF DIRECTORS. The Board shall fix the date of commencement and the amount of the assessment against each lot for each assessment period of at least thirty days in advance of such date or period and shall, at that time, prepare a roster of the 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 thereupon be sent to every owner subject thereto.

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

6. EFFECT OF NON-PAYMENT OF AN ASSESSMENT. If the assessments are 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 becoming a continuing lien on the lot and an equitable charge running with the land which shall bind upon property in the hands of then owner, his/her, heirs, devisees, personal representatives, assigns, successors, and grantees. The personal obligation of then owner to pay such assessment, however, shall remain his/her personal obligation to his /her successors in title. If title to a lot is held by an Illinois land trust, the trustee shall not have any personal liability for the assessment, but the trust and 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.

If the assessment is not paid within thirty days after the due date, the assessment shall bear interest from the due date at the rate of 5% interest per annum, and the Association may bring an action at law against the owner personally obligated to pay the 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 reasonable attorneys' fees to be fixed by the court together with all costs of the action. The venue for all actions at law shall be in Kendall County, Illinois. The persons in possession shall be authorized to accept summons for the owners of the lot. In addition, the Association shall have the right to take possession of such defaulting owner's interest in the property and to maintain an action for possession in the manner prescribed in Article IX of the Illinois code of Civil

Procedure, as amended or any successor statute.

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

7. SUBORDINATION OF THE LIEN TO MORTGAGE. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage placed upon the properties subject to assessments 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 of foreclosure or 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 assessments shall be prior to the homestead rights of the owners since it runs with the land and is in existence before commencement of ownership interests.

9. EXEMPT PROPERTY. The following property subject to this Declaration shall be exempt from the assessments, charges, and liens created herein;

- a) all property to the extent of any easement of other interest therein dedicated and accepted by the local public authority and devoted to public use;
- b) all property exempted from taxation by the laws of the State of Illinois, upon the terms and to the extent of such legal exemption;

- c) all property or lots owned by the Declarant.

ARTICLE IX

RESPONSIBILITY OF OWNER

1. LOT MAINTENANCE. Each owner of a lot in the Estates of Millbrook shall provide at his/her own expense all of the maintenance, decorating, repairs, and replacement on his own lot and keep same in good condition. In the event that the lot owner fails to keep his lot in good condition, the Association shall do any work necessary to put the lot in good condition. The Association shall assess the owner of the lot for the cost of the work subject to the imposition of a lien in accordance with these covenants.

2. NOTICE TO BUYERS. Each owner of a lot in the Estates of Millbrook shall give notice to any purchaser before signing any contract of sale, of the existence of these covenants and the homeowners association created hereunder.

ARTICLE X

DECLARANT'S RESERVED RIGHTS

1. EASEMENTS. Notwithstanding any provision 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.

1. GENERAL RIGHTS. Prior to the turnover of the Association, the Declarant shall have the right to execute all documents or undertake any actions affecting the Estates of Millbrook 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.

ARTICLE XI

AMENDMENTS

1. AMENDMENT. The provisions of this Declaration may be changed or modified by an instrument in writing setting forth such change, modification, or rescission, signed by owners having at least sixty-six percent (66%) of the total vote, and certified by the secretary of the Board of Directors, provided, however, that all lienholders of record have been notified either by personal service or mailing by certified mail of such change, modification, or rescission, and an affidavit by said secretary certifying to same as a part of such instrument.

The provisions of the covenants and declarations relating to stormwater obligations shall not be amended, modified, or abrogated without the Kendall County's prior written approval.

2. NOTICE OF AMENDMENT. The change, modification, or rescission, 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 Kendall County, Illinois.

ARTICLE XII

GENERAL PROVISIONS

1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land so as to insure the owners of lots in the Estates of Millbrook full enjoyment and benefit of their property. They shall inure to the benefit of and be enforceable by the Association, or the owner of any lots subject to this Declaration, their

respective legal representatives, heirs, successors, and assigns, for a term of twenty-five years from the date this Declaration is recorded, after which time these covenants shall be automatically extended for successive periods of ten years unless an instrument signed by the then owners of two-thirds of the lots has been recorded agreeing to the change said covenants and restrictions in whole or in part. The provisions hereof relating to stormwater obligations shall not be amended, modified or abrogated without the prior written consent of Kendall County.

2. NOTICES. Any notice required to be sent to any lot owner under the provisions of this Declaration shall be deemed to have been properly sent if mailed with postage prepaid to the last know address of the person who appears as the lot owner on the records of the Association at the time of such mailings.

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 all covenants, restrictions, easements, charges, and liens, and the jurisdiction, rights, and powers created by this Declaration, and all rights, benefits, and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall inure to the benefit of such person in like manner as if he had been the original grantee under the deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the rights described in this Article or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees, and trustees

of such lot owners as fully and completely as though such rights were recited fully and set forth in their entirety in such documents.

4. LIBERAL CONSTRUCTION. The provisions of this Declaration shall be liberally constructed to effectuate its purpose of creating a uniform plan for the operation of a fine community.

5. ENFORCEMENT. A) Enforcement of these covenants and restrictions shall be any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants. Failure by the Declarant, the Association, or any owner of a lot in the Estates of Millbrook to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

B) In the event Declarant and/or the Association files suit to enforce the covenants, restrictions or other provisions of this Declaration, or Declarant and/or the Association is sued regarding any other provisions, interpretation of, or enforcement of this Declaration, and provided further that Declarant and/or the Association prevails in said suit. Then and in that event the Declarant and/or the Association shall be entitled to judgement for its reasonable attorney's fees and costs related to said suit.

6. SEVERABILITY. Invalidation of any one of these covenants or restrictions of judgment or court shall in no way affect any other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant, hereto has caused this Declaration to be executed by its legally authorized officers, whose signatures are hereunto subscribed and

to affix its corporate seal on this 24th day of March, 2000.

DE PAULO BUILDERS, INC., an Illinois Corporation

By: Joseph De Paulo
Joseph De Paulo, President

Attest: Deborah A. De Paulo
Deborah A. De Paulo, Secretary

STATE OF ILLINOIS)
) ss
COUNTY OF KENDALL)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that JOSEPH DE PAULO personally known to be the President of DE PAULO BUILDERS, INC., an Illinois corporation, and DEBORAH A. DE PAULO, personally know to me to be the Secretary of said corporation, and personally known to me to be the same persons who names are subscribed to the foregoing instrument appeared before me this day in person and severally acknowledge that as such President and Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER my hand and official seal, this 24th day of MARCH, 2000.

Jonathan Y. Moss
Notary Public

Commission Expires:

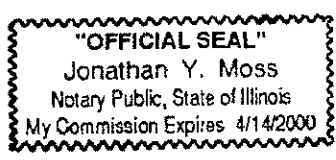


EXHIBIT A

LEGAL DESCRIPTION

PARCEL ONE:

LOTS 1 THROUGH 54, INCLUSIVE AND OUTLOT 1, OUTLOT 2, OUTLOT 3 OF THE ESTATES OF MILLBROOK SUBDIVISION, FORMERLY KNOWN AS MARYE'S HEIGHTS UNIT 1, A SUBDIVISION OF PART OF SECTIONS 16, 17, 20, AND 21, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 2000 AS DOCUMENT 03656, IN KENDALL COUNTY, ILLINOIS.

PARCEL TWO:

LOTS 55 THROUGH 82, INCLUSIVE, AND OUTLOT 4 OF THE ESTATES OF MILLBROOK, FORMERLY KNOWN AS MARYE'S HEIGHTS UNIT 2, A SUBDIVISION OF PART OF SECTIONS 16 AND 21, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 3, 2000 AS DOCUMENT 03658, IN KENDALL COUNTY, ILLINOIS.

PARCEL 3:

LOTS 83 THROUGH 126 INCLUSIVE AND PARCELS 5 AND 6, OF THE ESTATES OF MILLBROOK UNIT 3, A SUBDIVISION OF PART OF SECTION 21, TOWNSHIP 36 NORTH, RANGE 6 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004, AS DOCUMENT 200400023018 IN KENDALL COUNTY, ILLINOIS.

PARCEL 4:

LOTS 127 THROUGH 175 INCLUSIVE AND PARCEL 7, OF THE ESTATES OF MILLBROOK UNIT 4, A SUBDIVISION OF PART OF SECTIONS 20 AND 21, TOWNSHIP 36 NORTH, RANGE 6 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 17, 2004, AS DOCUMENT 200400023019 IN KENDALL COUNTY, ILLINOIS.