

**PREPARED BY AND
AFTER RECORDING
MAIL TO:
ROBINSON, PLUYMERT, PIERCEY
& MACDONALD, LTD
2300 BARRINGTON RD. #220
HOFFMAN ESTATES, IL 60195**

**FIRST AMENDED AND RESTATED CONDITIONS, COVENANTS, RESTRICTIONS,
RESERVATIONS, GRANTS AND
EASEMENTS AFFECTING THE PROPERTY KNOWN AS DUNHAM NORTH
UNITS I, II, III & IV WAYNE, ILLINOIS**

THIS DECLARATION, made this 6th day of AUGUST, 1998 by the Members of the Dunham North Community Association, hereafter, collectively "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property described in Article I of this declaration; and

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

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, restrictions, reservations, grants and easements (sometimes hereinafter collectively referred to as "Covenants" or "Declaration") hereinafter set forth.

ARTICLE I

Property subject to this Declaration

The real property which is, and shall be held, transferred, sold, conveyed and occupied subject to the Covenants set forth herein is located in the Village of Wayne, Wayne Township, DuPage County, Illinois, sometimes referred to herein as "DUNHAM NORTH", and is more particularly described as follows, to-wit:

Lots 1-27, all inclusive, in Dunham North Unit No. 1, being a subdivision of part of Section 18, Township 40 North, Range 9 East of the Third Principal Meridian in the Village of Wayne, DuPage County, Illinois.

Lots 28-56, all inclusive, in Dunham North Unit No. 2 being a subdivision of part of Section 18, Township 40 North, Range 9 East of the Third Principal Meridian in the Village of Wayne, DuPage County, Illinois.

Lots 57-76, all inclusive, in Dunham North Unit No. 3 being a subdivision of part of Section 18, Township 40 North, Range 9 East of the Third Principal Meridian in the Village of Wayne, DuPage County, Illinois.

Lots 77-86, all inclusive, in Dunham North Unit No. 4 being a subdivision of part of Section 18, Township 40 North, Range 9 East of the Third Principal Meridian in the village of Wayne, DuPage County, Illinois.

ARTICLE II

General Purposes of this Declaration

The real property described in Article I hereof is subject to the Covenants hereby declared to insure the tasteful and consistent development of DUNHAM NORTH and every part thereof; to protect each property owner therein from 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 design or unsuitable materials; to insure adequate and reasonable development of said property; to encourage the erection of original designs and attractive improvements thereon, with appropriate locations thereof; to prevent haphazard and non-harmonious improvements; to secure and maintain proper setbacks from streets, and adequate free spaces between structures; to insure desired high standards of maintenance and operation of community facilities and services for the benefit and convenience of all owners of property and all residents; and, in general, to provide adequately for a residential subdivision of the highest quality and character.

The prior conditions, covenants, reservations, grants and easements affecting property known as Dunham North Units I, II, III and IV to the extent that they conflict with the terms and conditions of this First Amended and Restated Declaration are hereby revoked, rescinded and declared null and void and are hereby replaced with these Amended Conditions, Covenants, Restrictions, Reservations, Grants and Easements.

In the construction and interpretations of these Protective covenants all words shall be defined as set forth in Section III of the Zoning Ordinance of the Village of Wayne, Illinois, adopted on the 17th day of October, 1960, as amended.

Article III

Intentionally Omitted

Article IV

General Restrictions

1. Land Use and Building Type

All lots in DUNHAM NORTH shall be used for private residence and/or open space or park purposes only and no building, except as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, or maintained thereon, and said lots are further limited as follows: only one (1) dwelling shall be allowed on any lot and it shall be designed by a licensed architect and erected for occupancy by one (1) family, and a private garage containing no more than four (4) parking spaces for the sole use of the owners or occupants of the dwelling. Said garages may have living quarters in connection therewith for the sole use of servants or the owner or occupants, but shall not be used for rental purposes. Other accessory buildings, structures and horse stables may be erected in such manner and location only as hereinafter provided or as approved in writing by The Dunham North Architectural Review Committee, or its successor or assign. On all lots in DUNHAM NORTH, private horse stables, compatible in appearance with the primary dwelling, may be erected only after approval in writing by the Architectural Review Committee, or its successor or assign, provided further that said stables comply in all respects with the applicable ordinances or regulations of the Village of Wayne. The number of horses permitted to be kept and maintained on each lot shall be no more than as provided in the Village of Wayne Ordinances, Rules or Regulations. Such accessory buildings, structures and stables shall be subject to the following additional standards:

- a) Adequate utility service and drainage facilities must be provided and approved by Architectural review Committee, or its successor or assign.
- b) Manure removal must meet the requirements of the Department of Health of

DuPage County and the Village of Wayne and must be so scheduled in frequency so as not to be offensive or injurious to the public health or to adjacent property.

- c) A pest control program must be instituted and maintained on a regular basis to meet the requirements of the Department of Health of DuPage County and the Village of Wayne.
- d) At all times, compliance must be maintained with all applicable laws, ordinances, rules and/or regulations of the State, County and Village.

Horses and other animals shall be permitted to be kept and maintained on all lots provided that they are kept in compliance with the above standards a, b, c & d and further provided that they are first approved by a vote of the board of directors.

2. Dwelling - Quality and Size

It is the intention and purpose of these Covenants to assure that all dwellings shall be of high quality design, workmanship and materials approved by The Architectural Design Committee, or its successor or assign. The ground floor area of the dwelling, exclusive of attached garages, carports, open terraces and breezeways, shall be:

- a) For one-story dwellings - not less than 2,400 square feet.
- b) For dwellings of more than one story - not less than 2,900 square feet.

Those improvements existing in Dunham North as of the date these Covenants are recorded with the county recorder are exempted from the requirements of this paragraph 2.

3. Location of Lot

No building shall be located on a lot nearer to the front lot line than the front building line shown on the recorded Plat of Subdivision or 60 feet, whichever is greater. The construction of tennis courts and swimming pools shall require the prior approval of Architectural Review Committee, or its successor or assign. No tennis court or swimming pool shall be located on a lot nearer to the front lot line than the front building setback line shown on the recorded Plat of Subdivision or 60 feet, whichever is greater, nor closer to a side yard line than the prescribed minimum setback required by governing municipal codes. Front yard fences nearer to the front lot line than the front building set back line shown on the recorded Plat of Subdivision or 60 feet, whichever is greater, excluding the required "split rail type" fencing required under these Conditions and Covenants, are prohibited unless first approved by a vote of the board of directors.

4. Driveways

Access driveways and other paved areas for vehicular use on a lot shall have a base of compacted gravel, crushed stone, bricks or pavers or other base material first approved by the board of directors, and shall have a wearing surface of asphaltic concrete, or the equivalent thereof. Plans and specifications for driveways, culverts, pavement edging or markers shall be as approved in writing by Architectural Review Committee, or its successor or assign.

5. Easements

In the recorded Plat of Subdivision of DUNHAM NORTH, Declarant has:

- a). **Granted an easement to ILLINOIS BELL TELEPHONE COMPANY and the VILLAGE OF WAYNE and their respective successors and assigns within the area as shown by dotted lines on the plat and marked "Utility Easement" to install, lay, construct, renew, operate and maintain underground utility pipes and conduits and other underground equipment for the purpose of serving the subdivision with telephone and electric service; also the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said pipes and conduits and other underground equipment, and finally the right to cut down and remove any trees, shrubs, landscaping and other purposes that do not then or later interfere with said uses or rights therein granted;**
- b) Created easements for storm water, drainage, retention, and detention in, under and along the streets, and such other locations as are shown by dotted lines and marked accordingly on the plat. Such easements are granted to and in favor of the DUNHAM NORTH COMMUNITY ASSOCIATION and the VILLAGE OF WAYNE. No change shall be made in grade or design of such easements without the consent of the Village of Wayne.

6. Home Occupations and Nuisances.

No home business, occupation or profession shall be operated in any dwelling or access or building thereto located in DUNHAM NORTH if said business, occupation or profession increases traffic or noise in DUNHAM NORTH, or adversely effects parking or otherwise causes any annoyance or nuisance to the neighborhood. 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, any annoyance or nuisance to the neighborhood. No burning of refuse shall be permitted outside the dwelling, except that the burning of leaves and the use of barbeque pits and outdoor campfire pits shall be permitted if not prohibited by ordinance of the Village of Wayne.

The use of any open carport, driveway or parking area which may be in front of, adjacent to, or part of any lot as a habitual parking place for recreational or commercial vehicles, equipment, machinery or articles is prohibited. All "commercial vehicles" (automobiles, station wagons, trucks, trailers, equipment, machinery, etc.) and "recreational vehicles" shall be stored inside the garages at all times. The habitual violation of the parking regulations set forth in this paragraph shall be deemed a nuisance and violation of Paragraph 1 of this Article IV.

7. 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.

8. Nameplates and Hospitality Light Standards, Television or Radio Antennae and Towers, Laundry Drying Facilities or Flag Poles.

There shall be not more than one nameplate on each lot. A name plate shall be not more than 72 square inches in area, and contain the name of the occupant and/or the address of the dwelling. It may be located on the door of the dwelling or the wall adjacent thereto, or upon the wall of any accessory building or structure, or freestanding in the front or side yard, provided that the height of the nameplate is not more than 48 inches above the adjoining ground grade. One gas or electric hospitality light standard, of a design approved by The Architectural Review Committee, or its successor or assign, shall be located in the front yard within 5 feet of the intersection of the driveway and front lot line provided, however, that any improved lot not containing the hospitality light at the time these Covenants are recorded with the county recorder are excluded from this hospitality light requirement. No television or radio antennae, or tower, or laundry drying equipment shall be erected or maintained outdoors, whether attached to a building or structure or otherwise. Flag poles are permitted, provided the pole is not more than 25 feet in height, unless otherwise approved by The Architectural Review Committee, or its successor or assign.

9. Temporary Structures

No trailer, basement of an uncompleted building, tent, shack, garage, barn (except as permitted in Paragraph 1 of this Article IV), and no temporary building or structure of any kind shall be used at any time for a residence, either temporary or permanent. Temporary buildings or structures used during construction of a dwelling shall be removed promptly upon completion of construction. Any new construction, including additions or improvements to existing structures, shall be completed within 12 months from the date the initial building permit is first issued by the controlling authority.

Architectural Controls

It is understood and agreed that the purpose of architectural controls is to secure an attractive, harmonious residential development having continuing appeal. No construction of a building, fence, wall or other structure shall be commenced, nor shall any addition, change, or alteration thereto be made to an existing improvement (except "interior" alterations) until the construction plans and specifications, showing the nature, kind, shape, height, elevations, materials, color scheme and proposed location on said lot together with the grading plan and landscape plan among other relevant factors for the proposed improvement have been submitted to and approved in writing by Architectural Review Committee. The Architectural Review Committee retains the right to deny approval of any plans and specs, grading or landscaping plans submitted which are not suitable in the opinion of the Architectural Review Committee. The Architectural Review Committee shall have the right to take into consideration, among other relevant factors the suitability of the proposed building or other structure with the surroundings, and the compatibility of the building or other structure with neighboring properties. All plans, building specifications and other materials pertinent to any proposed construction shall be submitted to the office of Architectural Review Committee, or its successor or assign, together with the payment of \$50.00. A report in writing setting forth the decisions of Architectural Review Committee, its successors or assigns, and the reason therefore shall thereafter be transmitted to the applicant by Architectural Review Committee, or its successor or assign within 30 days after the date of filing the plans, specifications and other material by the applicant with the Architectural Review Committee. The Architectural Review Committee, or successor or assign, following the submission of the aforesaid, will aid and assist the prospective residents or their agents and will make every attempt to reasonably cooperate with the wishes of the lot owner. Lot owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of architectural drawings and specifications for full review. In the event; (a) Architectural Review Committee, its successor or assign, fails to approve or disapprove within 30 days after submission the final plans, specifications and other material, as required in this Declaration; or (b) no suit to enjoin construction has been filed within 30 days after commencement of such construction, approval shall not be required, and all requirements of this Declaration shall be deemed to have been satisfied.

Underground Wiring

No above ground communication, electric, television or cable lines shall be permitted to be placed anywhere in DUNHAM NORTH other than within buildings or structures. It intended that all such necessary and approved conduits and cables will be constructed, placed and maintained underground.

Maintenance of Parkways

The owners of lots in DUNHAM NORTH shall be responsible for the maintenance of parkways located between their lot lines and the edges of street pavements on which said lots border.

13. Prairie Areas

Natural Prairie Areas shall be permitted on any lot in DUNHAM NORTH provided , however, that said Natural Prairie Area is maintained in accordance with standard practices of Natural Prairie Growers Association or other similar Association, and further, provided said prairie area meets all Village and County Ordinances, Rules and Regulations.

14. Fencing

Except at the front of any lot where split rail fencing is required, all other fencing on a lot shall be "split rail fencing" or "horse fencing" (a/k/a two or three board fencing) of a sufficient grade and style which meets Industry specifications for horse pastures and all fencing shall be kept in good, functional and well maintained condition.

15. Lighting

All lighting on any lots within DUNHAM NORTH shall be installed and maintained so that said lighting does not cause an unreasonable disturbance to any neighboring lots or otherwise adversely effect the neighborhood and shall be in compliance with any applicable DuPage County Codes and/or Ordinances.

16. Deviations by Agreement with Declarant

Declarant hereby reserves the right to enter into agreements with the owner of any lot or lots (without consent of owners of other lots or adjoining or adjacent property) to deviate from any or all of the Covenants as set forth in this Article IV, and any such deviation (which shall be manifested by an agreement in writing) shall not constitute a waiver of the particular covenant involved or any other covenant as to the remaining property in DUNHAM NORTH.

ARTICLE V

Architectural Review Committee

1. Creation

The Architectural Review Committee is currently operated and controlled by the Oliver

Hoffman Corporation. Until such time as the Architectural Review Committee is turned over to the Dunham North Community Association, all plans, specifications and other materials shall be filed with the Architectural Review Committee for review and approval c/o Oliver Hoffman Corporation at the following address: 7 S 251 Olesen Lane, Naperville, IL 60540

When the Architectural Review Committee is turned over to the Dunham North Community Association, it then shall consist of three (3) members including a chairperson and shall be structured and operated as follows:

The committee shall be appointed by the Board of Directors and shall be chaired by a member of the board of directors and each committee member shall serve for a term of 5 years. Any member may be reappointed by the board of directors for an additional term or terms. In the event of the death, resignation or removal of any member of the Committee, the board of directors shall appoint his or her successor.

Any member of the Architectural Review Committee may be removed by a vote of 2/3 of the members of the Dunham North Community Association.

2. Procedure

All plans, specifications and other materials shall be filed in the office of the Dunham North Community Association, P.O. Box 69, Wayne, Illinois, 60184 or such other place as the Architectural Review Committee may from time to time designate for referral to the Architectural Review Committee. The Architectural Review Committee's approval or disapproval in matters required by this Declaration shall be by majority vote of the Committee in accordance with the provisions contained in Paragraph 10 of Article IV of this Declaration.

3. Disclaimer of Liability

It is understood and agreed that the members of the Architectural Review Committee shall be held harmless by all lot owners in Dunham North and shall be subject to no personal liability for their actions or inactions with respect to their powers or duties as members of the committee.

Article VI

DUNHAM NORTH COMMUNITY ASSOCIATION

1. Creation and Purposes

There is an Illinois not-for-profit corporation known as the DUNHAM NORTH COMMUNITY ASSOCIATION (hereinafter referred to as the "Association") whose purposes are:

- a) To provide high standards of maintenance and insurance (General Liability and other insurance reasonably necessary and with adequate and reasonable limits of liability) as to all properties reserved or obtained for the common use of all residents and owners of property in Dunham North including but not limited to common open space, if any, recreational facilities, if any, bridle paths, storm water drainage systems including retention/detention areas, private streets (which maintenance shall include repairs, replacements, snow plowing and removal) and in general to maintain and promote the desired character of Dunham North.
- b) To care for and maintain in good husbandry manner all parkways and entrance ways in Dunham North.
- 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 foregoing general purposes.
- d) To receive any gift, bequest, or device of any such property for any purpose specified by the donor or testator within any of the foregoing general purposes provided, however, that no part of the net earnings of the corporation shall inure to the benefit of any member, member of the Board of Directors, officer of the corporation, or any private individual (except that reasonable compensation may be paid for services rendered to, by or for the corporation affecting one or more of its purposes) and no member, member of the Board of Directors, officer of the corporation, or any private individual shall be entitled to share in the distribution of any of the corporation's assets on dissolution of the corporation and that no part of the activities of the corporation shall be carrying on propaganda or otherwise attempting to influence legislation, or participating in or intervening in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office and that no part of the net earning or other assets of the corporation shall be contributed to any organization which does not conform to the requirements set forth in this paragraph.
- e) The corporation also has such powers as are now or may hereafter be granted by the General Not for Profit Corporation Act of the State of Illinois.

2. Membership and Voting

Every record or beneficial owner of a fee simple interest in the property herein defined and referred to as DUNHAM NORTH, shall become and be a member of the Association, and such member, shall be entitled to one (1) vote on each matter submitted to a vote of members. Where title to a lot is in the name of more than one person, such as joint tenants, tenants in common, tenants by the entirety, co-Trustees or multiple beneficial interests if owned in trust, said joint tenants, tenants in common, tenants by the entirety, co-trustees or beneficiaries must designate one spokesman or spokeswoman to vote and shall be entitled to but one (1) vote.

3. Powers of the Association

The Association shall have the following powers with respect to property within DUNHAM NORTH to be exercised in its sole judgment and discretion.

a) To the extent that such services are not provided by any governmental body:

- (1) To care for, spray, trim, protect and replant trees on all streets and in other public places where trees have once been planted, and to care for, protect and replant shrubbery and grass in the parkways which are in the streets and set aside for the general use of all residents and owners of property in DUNHAM NORTH.
- (2) To provide for maintenance of all private streets in DUNHAM NORTH including repair, replacement, snow plowing and removal.
- (3) To spray and take other measures for mosquito and fly abatement in DUNHAM NORTH in an ecologically sound manner.
- (4) To employ duly qualified peace officers for the purpose of providing such additional security protection as the Association may deem necessary or desirable in addition to that provided by any governmental body.

To maintain entrance ways, fencing, bridle paths and road ditches within in private street areas and any other common ground accepted by the Association in DUNHAM NORTH.

To maintain and repair storm water drainage system.

To maintain all bridle paths including the area of any storm water retention/detention pond adjacent to said bridle paths.

To maintain and repair, as necessary, the split rail fence required under these covenants.

- b) To mow, care for, and maintain vacant or improved property, remove rubbish from same, and to do any other things necessary or desirable in the judgement of the officers of the Association to keep all private property and all parkways in front of any property in DUNHAM NORTH neat in appearance and in good order.
- c) To purchase and maintain Liability Insurance and other forms of Insurance as deemed reasonably necessary by officers of the Association on all properties reserved or obtained for common use of all residents and owners of property in Dunham North.
- d) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Association, and to pay taxes on such real estate as may be owned by it.
- e) To make such improvements to the entrance ways to DUNHAM NORTH and parkways within streets in DUNHAM NORTH and provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the board of directors acting in accordance with its constitution and by-laws, provided, however, that any such action so authorized shall always be for the express purpose of keeping DUNHAM NORTH a highly desirable and exclusive residential community.

Accompanying the aforementioned powers and duties, the association will have the power and the right to make and collect reasonable charges from all members, not to exceed the cost to the Association to carry out the aforementioned powers and to impose a reasonable administration fee of not less than \$50.00 nor more than \$250.00 per occurrence or violation upon any member who violates these covenants. The Association shall also have the power and right to lien such property or properties as a remedy, in the event an owner fails to pay any reasonable fee or charge made.

4. Method of providing general funds

- a) For the purposes of providing a general fund to enable the Association to exercise the powers, make and maintain the improvements, and render the

services herein provided for, the Board of Directors of the Association shall estimate for each year the total amount required of such fund for such year (the "Estimated Annual Assessment") and shall levy and annual assessment uniformly against each subdivided lot in DUNHAM NORTH. The assessment amount for each subdivided lot of the association shall be calculated by dividing the Estimated Annual Assessment by the number of subdivided lots but in no event shall the annual assessment (excluding any special assessment provided herein) levied against any one subdivided lot within DUNHAM NORTH exceed \$400.00.

For the purposes of providing funds for major expenditures required by the association from time to time to enable the Association to exercise the powers to make and maintain the improvements, and render the services herein provided, not limited to but by way of example: road repairs and improvements, fencing installation, repair and improvements, water and sewer main improvements and repairs, the Board of Directors of the Association shall estimate the special assessment amount total for such year (the " Special Assessment Amount") and shall levy the special assessment uniformly against each subdivided lot in DUNHAM NORTH. The special assessment amount for each subdivided lot of the association shall be calculated by dividing the Special Assessment Amount by the number of subdivided lots in DUNHAM NORTH. A special assessment may only be levied after a vote of 2/3 of the Board of Directors.

A special assessment may be levied only after the following procedures have been completed:

1. Prior to the final vote on a special assessment by the Board of Directors, the Board of Directors must call a special meeting of the entire membership.
2. The membership must be informed of the meeting by written instrument and this must be mailed or delivered at least two weeks and not more than six weeks prior to the date of the meeting.
3. The written instrument must be mailed or delivered to the most current address reasonably available to the association.
4. The written instrument must contain the meeting date, time, location, reason for and proposed cost to the lot owner with regards to the special assessment.
5. At the special meeting, the Board of Directors will present the proposal to the membership and the members will be allowed to address the Board concerning the proposal. The Board of Directors can reasonably limit the amount of time each person has to address the Board depending on the number of members that

wish to address the Board.

6. The Board of Directors will call for a vote of the members at this meeting. Absent members may vote by proxy. If the membership votes with a 66% majority of all the members, present and not present, to direct the Board of Directors not to proceed with the proposal, the Board of Directors will then not proceed with the proposal. They can not again present this same proposal until after the next election of the Board of Directors. The Board of Directors can process the information gathered at the meeting and present the members with a new proposal, however, the required process outlined in this paragraph will need to be repeated.

7. At the completion of this process, if the Board of Directors has not been otherwise directed by the vote of the membership (#6), the Board itself may then vote and with a 66% majority of the Board of Directors, so levy the special assessment.

A written notice of assessment or special assessment shall be served by regular U.S. mail, to each owner of each subdivided lot in Dunham North. The notice shall specify the amount and due date of said assessment and said due date shall be not less than 30 days after the postmark date of notice.

- b) In the event of failure of any owner to pay any assessment on or before 30 days following the due date and following proper notice to such owner of such assessment, then said assessment shall become delinquent and shall bear interest at the rate of twelve percent per annum from the due date thereof to the date of payment of both principal and interest and said amount shall become a lien on said owner's real estate. It shall be the duty of the Association to bring suits to enforce such liens before the expiration thereof. The Association may, at its discretion, file notices of lien in the Office of the Recorder of Deeds whenever any such assessments are delinquent. For each notice so filed, the Association shall be entitled to collect from the owner or owners of the real property described therein the costs incurred in filing said lien and enforcing said lien and reasonable attorney's fees, which fees and costs are hereby declared to be an additional lien upon the real estate. Said liens may be enforced as provided by law (including an action for forcible entry and detainer) in any court of proper jurisdiction.
- c) The liens herein provided shall be subject and subordinate to the lien of any valid mortgage or deed of trust now existing or which may hereafter be placed on said real property.

- d) Such liens (unless renewed) shall continue for a period of five years from the date of delinquency and no longer, unless within such time suit shall have been filed for the collection of the assessment, in which case the lien shall continue until the sale of the property under execution of the judgement in such suit.

5. Expenditures Limited to Assessment for Current Year

The Association shall not expend more money within any one year than the total amount of the Estimated Annual Assessment plus any Special Assessment levied for that particular year, plus any surplus which it may have on hand from previous assessments; nor shall said Association enter into any contract binding the assessment of any future year (excepting contracts for utilities) and no such contract shall be valid or enforceable against the association.

6. Procedure for Amendments

This Article VI may be amended at any time by the written consent of the members of the Association who own, legally or beneficially, two-thirds of the lots in DUNHAM NORTH. The agreement or agreements to amend shall be duly executed and acknowledged by such members or the Association and recorded in the Office of the Recorder of Deeds of DuPage County, Wheaton, Illinois.

ARTICLE VII

General Provisions

1. Each of the Covenants set forth in this Declaration shall continue and be binding as set forth in Paragraph 2 of this Article VII, for an initial period of thirty (30) years from date of recording and automatically renewing thereafter for successive periods of 25 years each.
2. The Covenants herein set forth shall run with the land and bind Declarant, its successors, grantees and assigns, and all parties claiming by, through, or under them. Declarant, its successors or assigns, and each owner or owners of any of the above land, or the Village of Wayne from time to time shall have the right jointly and separately to sue for and obtain a prohibitive or mandatory injunction to prevent the breach of, or to enforce the observance of the Covenants above set forth, any of them, in addition to the right to bring an ordinary legal action for damages. Whenever there shall have been built on any lot in DUNHAM NORTH any structure which is and remains in violation of the Covenants above set forth, or any of them, for a period of thirty (30) days after actual receipt of written notice of such violation from Declarant or Association, or its successor or assign, by the owner of such lot, then Declarant or Association or its successor or assign shall have, in addition to the foregoing rights, the right to enter upon the property where such violations exist

and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. In no event shall the failure of Declarant, or its successor or assign, and the Association to enforce any of the Covenants herein set forth as to a particular violation be deemed to be a waiver of the right to do so as to any subsequent violation.

3. The record owners in fee simple of the residential lots in DUNHAM NORTH may revoke, modify, amend or supplement in whole or in part any or all of the covenants and conditions contained in this Declaration and may release from any part or all of said covenants all or any part of the real property subject thereto in the manner hereinafter set forth:

- a) Any such change or changes may be made effective at any time if the record owners in fee simple of at least two thirds (2/3) of the lots in DUNHAM NORTH consent thereto.
- b) Any such consents shall be effective only if expressed in written instrument or instruments executed and acknowledged by each of the consenting owners or the Association and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, as to the record ownership of said property shall be deemed conclusive evidence thereof with regard to compliance with the provisions of this section. Upon and after the effective date of any such change or changes, it or they shall be binding upon all persons, firms and corporations then owning property in DUNHAM NORTH and shall run with the land and bind all persons claiming by, through or under any one or more of them.

4. All covenants, liens, and other provisions herein set forth shall be subject to and subordinate to all mortgages or deeds of trust in the nature of a mortgage now or hereafter executed, encumbering any of the real property in DUNHAM NORTH; and none of the said Covenants, liens or other provisions shall supersede or in any way reduce the security or affect the validity of any such mortgage or deed of trust in the nature of a mortgage. However, if any such property is acquired in lieu of foreclosure, or if sold under foreclosure of any mortgage or under the provisions of any deed or trust in the nature of a mortgage, or under any judicial sale, any purchaser at such sale, his or its grantees, heirs, personal representatives, successors or assigns shall hold any and all such property so purchased or acquired subject to all covenants, liens and other provisions of this Declaration.

5) If a court of competent jurisdiction shall hold invalid or unenforceable any part of any covenant or provision contained in this Declaration, such holding shall not impair, invalidate or otherwise affect the remainder of this Declaration which shall remain in full force and effect.

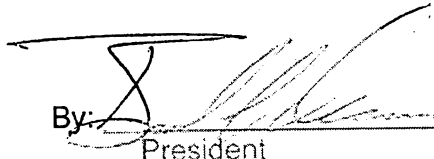
- 6) Declarant, or its successor or assign, retains the right to vest the Association with all or any of the rights, privileges, easements, powers and duties herein retained or reserved by Declarant, or its successor or assign, by written instrument or instruments in the nature of an assignment which shall be effective when recorded in the Office of the Recorder of Deeds in DuPage County, Illinois, and Declarant, or its successor or assign, shall thereupon be relieved and discharged from every duty so vested in the Association.
- 7) When used in these Covenants "successors" means a person or corporation who succeeds to the position of Declarant, or its successor or assign and "assign" means any person or corporation who takes by written assignment from Declarant, or its successor or assign.
- 8) Each owner of a lot in DUNHAM NORTH shall file the correct mailing address of such owner with the Association and shall notify the Association promptly, in writing, of any subsequent change of address. The Association shall maintain a file of such addresses. A written or printed notice, deposited in the United States Post Office, postage prepaid, and addressed to any owner at the last address filed by such owner shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS THEREOF, the Declarants hereto have set their hands this day and date first above written.

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, Brad D. Dennison, am the President of the Board of Directors of The Dunham North Community Association, an Illinois not-for-profit Association established by the aforesaid Declaration, and by my signature below, do hereby execute the foregoing First Amended and Restated Conditions, Covenants, Restrictions, Reservations, Grants and Easements affecting the Property known as Dunham North, Units I, II, III and IV, Wayne, Illinois.

EXECUTED this 16th day of Sept, 1999.

By: 
President

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

Susan L Bell, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of the Dunham North Community Association, and as such Secretary and keeper of the books and records of said Association, I further state that the foregoing First Amended and Restated Conditions, Covenants, Restrictions, Reservations, Grants and Easements affecting the Property known as Dunham North, Units I, II, III and IV, Wayne, Illinois was approved in writing by at least two-thirds (2/3) of the record owners in fee simple of the lots in each of Dunham North Units I, II, III and IV, at a meeting of the Owners duly noticed and convened and held for that purpose on 8-6, 1998, at which meeting a quorum was present throughout, and such approval has not been altered, modified or rescinded in any manner but remains in full force and effect.

Susan L. Bell
Secretary of The Dunham North Community Association

SUBSCRIBED AND SWORN TO before me this 16th day of September, 1999.

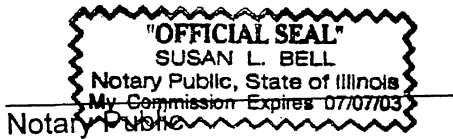


EXHIBIT A

LEGAL DESCRIPTION:

Lots 1-27, all inclusive, in Dunham North Unit No. 1, being a subdivision of part of Section 18, Township 40 North, Range 9 East of the Third Principal Meridian in the Village of Wayne, DuPage County, Illinois.

Lots 28-56, all inclusive, in Dunham North Unit No. 2, being a subdivision of part of Section 18, Township 40 North, Range 9 East of the Third Principal Meridian in the Village of Wayne, DuPage County, Illinois.

Lots 57-76, all inclusive, in Dunham North Unit No. 3, being a subdivision of part of Section 18, Township 40 North, Range 9 East of the Third Principal Meridian in the Village of Wayne, DuPage County, Illinois.

Lots 77-86, all inclusive, in Dunham North Unit No. 4, being a subdivision of part of Section 18, Township 40 North, Range 9 East of the Third Principal Meridian in the Village of Wayne, DuPage County, Illinois.

PERMANENT INDEX NUMBERS:

01-18-104-001	01-18-105-004	01-07-304-002	01-07-305-001
01-18-104-002	01-18-105-003	01-07-304-001	01-07-305-004
01-18-104-003	01-18-105-002	01-07-304-003	01-18-106-005
01-18-102-009	01-18-105-001	01-18-105-006	01-18-106-006
01-18-102-010	01-18-104-006	01-18-105-007	01-18-106-007
01-18-106-004	01-18-104-005	01-18-105-008	01-18-106-008
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01-18-102-015	01-18-108-005	01-18-105-013	01-07-305-003
01-18-102-016	01-18-108-004	01-18-105-014	01-07-302-010
01-18-102-017	01-18-108-003	01-18-105-015	01-07-302-011
01-18-102-018	01-18-108-002	01-18-105-016	01-07-302-012
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01-18-107-001	01-07-302-001	01-07-302-006	
01-18-106-003	01-07-302-002	01-07-302-007	
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01-18-106-002	01-07-302-004	01-07-302-009	
01-18-106-001	01-07-302-005	01-07-305-002	