

**AMENDED AND RESTATED DECLARATION OF
CONDITIONS, COVENANTS, RESTRICTIONS AND
RESERVATIONS AFFECTING THE PROPERTY
KNOWN AS HUNTINGTON ESTATES AND
HUNTINGTON ESTATES ADDITION**

This instrument is recorded for the purpose of replacing, in its entirety, the Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition (hereinafter referred to as the "Original Declaration"), recorded on May 28, 1976 as Document No. R76-33263 in the Office of the Recorder of Deeds, DuPage County, Illinois. The Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", are recorded for the purpose of replacing, in its entirety, the By-Laws of the Bath and Tennis Club of Huntington Estates, Inc. (as amended October 16, 2012) (hereinafter referred to as the "2012 By-Laws").

This Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition is adopted pursuant to the provisions of Article IV, Section 3(b) of the Original Declaration. This Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition, the text of which is set forth below, shall become effective following its written approval by the owners of at least two-thirds (2/3)

of the lots subject to the Original Declaration and upon its recording in the Office of the Recorder of Deeds, DuPage County, Illinois.

The Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", are adopted pursuant to the provisions of Article XIV of the 2012, which provides that amendments to said 2012 By-Laws, other than to Article XIII thereof, may be made by the affirmative vote of a majority of the Board members at a meeting of the Board provided that at least fifteen (15) days' written notice of the intent to adopt such amended documents has been provided. The Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", shall become effective following its recording in the Office of the Recorder of Deeds, DuPage County, Illinois.

PREAMBLE

WHEREAS, the Bath & Tennis Club of Huntington Estates, Inc. (hereinafter referred to as the "Club"), through its Board of Directors, administers the property legally described in Exhibit "A", which is attached hereto and made a part hereof (hereinafter referred to as the "Property");

WHEREAS, the Original Declaration was recorded on May 28, 1976 as Document No. R76-33263 in the Office of the Recorder of Deeds, DuPage County, Illinois;

WHEREAS, the 2012 By-Laws were adopted on October 16, 2012;

WHEREAS, the Board and the owners of the Club desire to amend and restate the Original Declaration, replacing it, in its entirety, with this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition;

WHEREAS, the Board and the owners of the Club desire to amend and restate the 2012 By-Laws, replacing it, in its entirety, with the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B";

WHEREAS, this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition is adopted pursuant to Article IV, Section 3(b) of the Original Declaration having been approved by owners of at least two-thirds (2/3) of the lots subject to the Original Declaration, with such owners' approval being indicated by their signatures attached hereto;

WHEREAS, the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", are adopted pursuant to Article XIV of the 2012 By-Laws, having been approved by the affirmative vote of a majority of the Board members at a meeting of the Board and having been approved by at least

fifty-one percent (51%) of the owners of lots subject to the Original Declaration as to the changes in Article XIII of said document;

WHEREAS, written notice of the intent of the Board to vote on the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", was provided to each owner of a lot subject to the Original Declaration at least fifteen (15) days prior to the Board's vote on same; and

WHEREAS, this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition and the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", shall become effective upon recordation in the Offices of the Recorder of Deeds of DuPage County, Illinois.

NOW THEREFORE, the Original Declaration is hereby amended and restated as follows:

ARTICLE I

DEFINITIONS

The following terms, when used in this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition, shall have the following meanings, unless otherwise noted:

Section 1.01: **"Act"** shall mean and refer to the Illinois Common Interest Community Association Act (765 ILCS 160/1-1 et. seq.), as amended from time to time.

Section 1.02: **"Board"** shall mean and refer to the Board of Directors of the Club as constituted at any time or from time to time, in accordance with the applicable provisions of this Declaration and the By-Laws.

Section 1.03: **"By-Laws"** shall mean and refer to the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., a copy of which is attached hereto as Exhibit "B" and by this reference made a part hereof.

Section 1.04: **"Club"** shall mean and refer to the Bath & Tennis Club of Huntington Estates, Inc., an Illinois not-for-profit corporation, its successors and assigns.

Section 1.05: **"Common Expenses"** shall mean and refer to the proposed or actual expenses affecting the Property, including reserves, if any,

lawfully assessed by the Club.

Section 1.06: **“County”** shall mean and refer to DuPage County, Illinois or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in, DuPage County as of the Recording of this Declaration.

Section 1.07: **“Declaration”** shall mean and refer to this Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition, as amended from time to time.

Section 1.08: **“Lot”** shall mean and refer to a subdivided lot on the Property upon which is constructed, or is intended to be constructed, a single-family residential dwelling.

Section 1.09: **“Member” or “Membership”** shall mean and refer to every person or entity holding Membership in the Club as provided in Article IV hereof. The Club shall have multiple classes of Membership as detailed in Article IV hereof.

Section 1.10: **“Municipality”** shall mean and refer to the City of Naperville, Illinois, or any political entity which may from time to time be empowered to perform the functions or exercise the powers vested in the City of Naperville, Illinois as of the Recording of this Declaration.

Section 1.11: **“Owner”** shall mean and refer to the Person or Persons whose estates or interest, individually or collectively, aggregate fee simple absolute ownership of a Lot, but excluding those Persons having any interest merely as security for the performance of an obligation.

Section 1.12: **“Person”** shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 1.13: **“Prescribed Delivery Method”** shall mean mailing, delivering, posting in a Club publication that is routinely mailed to all Owners, electronic transmission, or any other delivery method that is approved in writing by the Owner and authorized by this Declaration, the By-Laws or rules and regulations of the Club.

Section 1.14: **“Property”** means all the land, property and space subject to this Declaration, all improvements and structures erected, constructed or contained therein or thereon, including any building and all easements, rights and appurtenances belonging thereto, and all

fixtures and equipment intended for the mutual use, benefit or enjoyment of the Members, submitted to this Declaration and as legally described in Exhibit "A" attached hereto.

Section 1.15: **"Record"** shall mean to record in the office of the Recorder of Deeds of DuPage County, Illinois.

Section 1.16: **"Voting Member"** shall mean and refer to the individual for each Lot who shall be entitled to vote at meetings of the Owners, as more fully set forth in the Declaration and By-Laws.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants set forth herein, which Property is legally described in Exhibit "A" attached hereto.

ARTICLE III

GENERAL PURPOSES

The real property described in Exhibit "A" attached hereto is subject to the terms of this Declaration to insure 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.

ARTICLE IV

BATH AND TENNIS CLUB OF HUNTINGTON ESTATES, INC.

Section 4.01: **Creation and Purposes**

The Club has been formed as an Illinois not-for-profit corporation. The Club's Articles of Incorporation were issued by the Secretary of State on June 30, 1975 and Recorded in the Office of the DuPage County Recorder as Document Number R75-37340 on July 24, 1975 and whose purposes as described therein are:

- (1) To provide high standards of maintenance and operation of all portions of the Property reserved for the common use of all residents and Owners of property therein including, but not limited to, private common open space, recreational facilities, club houses and private streets, and in general to maintain and promote the desired character of the Property.

- (2) Acquisition, construction and operation of athletic facilities including swimming pool, tennis courts, club facilities in connection therewith and other related activities.
- (3) To provide instruction and physical education including but not limited to swimming, tennis and other similar activities.
- (4) 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.
- (5) To receive any gift, bequest, or devise 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 Club shall inure to the benefit of any member, member of the Board of Directors, officer of the Club, or any private individual (except that reasonable compensation may be paid for services rendered to, by or for the Club affecting one or more of its purposes), and no member, member of the Board of Directors, officer of the Club or any private individual shall be entitled to share in the distribution of any of the Club's assets on dissolution of the Club, and that no part of the activities of the Club 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 earnings or other assets of the Club shall be contributed to any organization which does not conform to the requirements set forth in this paragraph, and in general to maintain and promote the desired character of the Property.

Section 4.02: **Membership and Voting**

Every Owner of a Lot shall automatically, upon becoming an Owner of a Lot and without any further act, be an Equity Member of the Club, subject to the rights and obligations provided herein, in the Articles of Incorporation and the By-Laws, and shall remain an Equity Member of the Club until such time as his or her ownership ceases for any reason, at which time his or her Equity Membership in the Club shall automatically cease. Each Owner of a Lot, by acceptance of a deed or other conveyance of a Lot, thereby becomes an Equity Member, whether or not the Declaration or such membership is made a part of, incorporated by reference or expressed in said deed or conveyance. Ownership of a Lot shall be the sole qualification for Equity Membership in the Club. If the record ownership of a Lot shall be in more than one (1) Person, all such Persons shall be Equity Members of the Club and the individual who shall enjoy the voting rights attributable thereto (the "Voting Member" as more fully set forth herein and in the By-Laws) shall be designated by such Owner or Owners of a Lot to the Club.

The Club shall be given written notice of any change of ownership of a Lot by the new Owner within ten (10) days after such change. The foregoing is not intended to include persons or entities that hold an interest merely for the performance of an obligation. No Owner of a Lot shall have any right or power to disclaim, terminate, or withdraw from his, her or its Equity Membership in the Club or from any of his, her or its obligations as such Equity Member by abandonment of a dwelling or Lot or for any other reason. The Club shall have multiple classes of Membership, as further detailed in the By-Laws.

There shall be only one (1) Person with respect to each Lot who shall be entitled to vote as a Voting Member at any meeting of the Equity Members of the Club. Such Person shall be known in this Declaration and referred to as a "Voting Member". Such Voting Member may be the Owner of, or one of a group composed of all of the Owners of, a Lot or may be some Person designated by such Owner(s) to act as proxy on his, her or their behalf and who need not be an Owner. The vote of the Voting Member shall be exercised as determined by the various Owners themselves but in no event shall more than one (1) vote be cast with respect to any one (1) Lot. The designation of the Voting Member shall be made in writing to the Board and shall be revocable at any time by actual notice of the death or judicially declared incompetence of any designator or by written notice to the Board by the designator. Any or all of such Owners may be present at any meeting of the Equity Members and (those constituting a group acting as a unit) may vote or take any other action as a Voting Member either in person or by proxy. Provided, however, that when record Ownership of a Lot shall be in more than one (1) Person, if only one (1) of the Owners of such Lot is present at a meeting of the Equity Members, he or she shall be considered the Voting Member for such meeting and entitled to cast the vote associated with such Lot. Additionally, when record Ownership of a Lot shall be in more than one (1) Person, if more than one (1) of the Owners of such Lot are present at a meeting of the Equity Members and only one (1) of the Owners of such Lot cast a vote for such Lot without any objection from the other Owners of such Lot, then the Owner casting a vote for such Lot shall be considered the Voting Member for such meeting and entitled to cast the vote associated with such Lot.

Section 4.03: Powers and Duties of the Bath and Tennis Club

The Club has, in addition to the powers and duties set forth in its Articles of Incorporation, the following powers and duties:

- (a) To the extent such services are not provided by any governmental body, the Club shall:
 - (1) Care for, spray, trim, protect, remove, plant and replant trees, shrubbery and grass on all property owned by the Club and on all property set aside in the Property for the common and general use of the residents and Owners of property therein.

- (2) Maintain entranceways to the Property.
 - (3) Maintain recreational and athletic facilities including swimming pool, tennis courts and club facilities in connection therewith on any land set aside for said use in the Property.
 - (4) Maintain retention and detention areas in private common open space so as to insure proper storm water control.
- (b) To own or lease such real estate as may be reasonably necessary in order to carry out the purposes of the Club and to pay taxes on such real estate as may be owned by it.
 - (c) To make such improvements to the Property and to provide such other facilities and services as may be authorized from time to time by the Board acting in accordance with its Articles of Incorporation and By-Laws, provided, however, that any such actions so authorized shall always be for the express purpose of keeping the Property a highly desirable residential community.
 - (d) The Club shall permanently maintain as private common open space Lot 85 in Huntington Estates Unit I Subdivision and such other properties as shall be designated private common open space for the common use of all residents and Owners of property in the Property and for use as recreational facilities, clubhouses and detention/retention areas.
 - (e) The Club shall obtain and maintain the following types of insurance, the premiums for which shall be a Common Expense:
 - (1) Property/hazard coverage on the recreational and athletic facilities and other property owned by the Club for an amount equal to the full insurance replacement cost thereof.
 - (2) Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as the Board shall deem desirable (but not less than one million dollars (\$1,000,000.00) covering all claims for personal injury and/or property damage arising out of a single occurrence), and other liability insurance as the Board may deem desirable insuring the Club from liability in connection with the ownership and/or use of the recreational and athletic facilities and other property owned by the Club. Such policies shall insure the Club, its directors and officers, and each Owner, as their interests may appear, but the Owners shall be included only for claims and liabilities arising in connection with the ownership, existence, use,

or management of the recreational and athletic facilities and other property owned by the Club.

- (3) Fidelity insurance covering all Persons who control or disburse funds of the Club for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Club.
- (4) Directors' and officers' liability coverage at a level deemed reasonable by the Board. Directors' and officers' liability coverage shall extend to all contracts and other actions taken by the Board in their official capacity as directors and officers, but this coverage shall exclude actions for which the directors are not entitled to indemnification under the Illinois General Not For Profit Corporation Act of 1986 (805 ILCS 105/101 et. seq.) or the Declaration and By-Laws.
- (5) Worker's Compensation and employer's liability insurance in such form and in such amounts as may be necessary to comply with applicable laws.
- (6) Such other insurance in such limits and for such purpose as the Board may, from time to time, deem reasonable and appropriate.

Section 4.04: **Method for Providing General Funds—Annual Assessments**

- (a) For the purpose of providing for a general fund to enable the Club to exercise the powers and make and maintain the improvements and render the services herein provided for, each year, prior to the start of the Club's new fiscal year, the Board shall adopt and furnish each Owner with a budget estimating the total amount necessary to pay the cost of all estimated Common Expenses during the ensuing fiscal year, together with a reasonable amount considered by the Board to be necessary for a reserve for Common Expenses (as further provided for in Section 4.10 hereof and Article XIII of the By-Laws). The budget shall set forth all such amounts with reasonable explanations and itemizations. The budget shall also set forth each Owners' proposed annual assessment for the ensuing fiscal year, which each Owner shall be obligated to pay to the Club. The Board shall also establish the date or dates on which the annual assessments, or installments thereof, shall become due, in accordance with the By-Laws.
- (b) The Board shall provide to each Owner a copy of the proposed annual budget at least thirty (30) days, but not more than sixty (60) days, prior to the adoption of said budget by the Board. The failure or delay of the Board to prepare or serve the proposed annual budget on any Owner

shall not constitute a waiver or release in any manner of such Owner's obligation to pay assessments, as provided in this Declaration and the By-Laws, whenever the same shall be determined, and in the absence of any annual estimated assessment amount, the Owner shall continue to pay his or her assessment when due at the then existing rate established for the previous period until the next assessment, or installment thereof, which is due at least ten (10) days after such new annual budget shall have been mailed or delivered.

- (c) Provided that, if an adopted budget would result in the total assessments (annual plus special) payable in the budgeted fiscal year exceeding one hundred and fifteen percent (115%) of the total assessments (annual plus special) payable during the preceding fiscal year, then the Board, upon written petition signed by Owners representing at least twenty percent (20%) of the Lots in the Property delivered to the Board within fourteen (14) days of the Board's adoption of the budget, shall call a meeting of the Equity Members to be held within thirty (30) days of the date of delivery of the petition to consider the budget. At said meeting, unless Voting Members representing a majority of the total Lots in the Property cast votes to reject the adopted budget, the adopted budget is ratified.

Section 4.05: Special Assessments

- (a) Special assessments may be levied by the Board to defray the expense, or build up reserves to pay the costs, in whole or in part, of: (i) any alterations, additions or improvements to the common area or any other property owned or maintained by the Club, or (ii) any unforeseen or unexpected expenses not set forth in the annual budget as provided in this Declaration.
- (b) Whenever the Board shall determine that there exists a need for levying a special assessment as herein provided, the Board shall adopt a resolution setting forth the need, amount, period of payment and due date or dates for the proposed special assessment. All special assessments must be approved by a majority of the directors on the Board. Provided that, if any special assessment adopted by the Board would result in the total assessments (annual plus special) payable in the budgeted fiscal year exceeding one hundred and fifteen percent (115%) of the total assessments (annual plus special) payable during the preceding fiscal year, then the Board, upon written petition signed by Owners representing at least twenty percent (20%) of the Lots in the Property delivered to the Board within fourteen (14) days of the Board's adoption of the special assessment, shall call a meeting of the Equity Members to be held within thirty (30) days of the date of delivery of the petition to consider the special assessment. At said meeting, unless Voting Members representing a majority of the total Lots in the Property cast votes to reject

the special assessment, the special assessment is ratified.

- (c) Provided, however, that special assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Voting Member approval or the provisions of Subsection (b) or (d) of this Section. As used in this Section, "emergency" means a danger to or a compromise of the structural integrity of the common area or any of the common facilities of the Club or a danger to the life, health or safety of the Members.
- (d) Provided further, however, that any assessments for additions or alterations to the common area or other Club owned property that are not included in the adopted annual budget shall be separately assessed and shall be subject to the approval of Voting Members representing a majority of the total Lots in the Property.

Section 4.06: Club rights upon non-payment of assessments

Any assessments (or installments thereof), other charges or expenses, including, but not limited to, annual assessments and special assessments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent and the Board shall have the right to assess a late fee for the delinquent payment. Additionally, if an assessment, charge or expense is not paid within thirty (30) days after the due date, the Board shall have those rights and remedies to enforce such collection as shall be provided or permitted by law and equity including, but not limited to, bringing suit for and on behalf of the Club to enforce collection of the amount due, the costs of said suit, and other fees and expenses together with interest, including, but not limited to, reasonable attorneys' fees and managing agent fees associated with collection of unpaid assessments. Without limiting the forgoing, if any Owners shall fail to pay any assessments, charges or expenses required to be paid, the Board shall have such rights and remedies:

- (a) The right to enforce the collection of such defaulting Owner's assessments, charges or payments, together with interest thereon, and all fees and costs including attorneys' fees, managing agent fees, and court costs, incurred in the collection thereof; and
- (b) The right to foreclose the lien created in favor of the Club for unpaid assessments and other charges, together with interest, costs, attorneys' fees, managing agent fees and other expenses associated with the cost of collecting same provided for in Section 4.07 of this Article. The Board, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey any interest so acquired. To the fullest extent permitted by law, any court shall be authorized to restrain the defaulting

Owner from reacquiring his or her interest at such foreclosure sale.

Section 4.07: Creation of Lien and Personal Obligation

Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees and shall be deemed to covenant and agree to pay to the Club, for each Lot owned by such Owner, all assessments and other charges levied pursuant to this Declaration and the By-Laws. Such assessments and other charges, together with such interest, late fees, costs, property manager fees, charges and/or expenses, and reasonable attorneys' fees incurred in the collection thereof, as hereinafter provided, shall be a charge and a continuing lien upon the Lot against which such assessment or other charge is made. Each such assessment or other charge, together with such interest, late fees, costs, property manager fees, charges and/or expenses, and reasonable attorneys' fees incurred in the collection thereof, shall also be the continuing personal obligation of the Person who was the Owner of such Lot at the time when the assessment or charge fell due. The lien or personal obligation created under this Section shall be in favor of and shall be enforceable by the Club. No Owner may waive or otherwise escape liability for assessments or other charges provided for in this Declaration for any reason. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Club or Board to take some action or perform some function required to be taken or performed by the Club or Board under this Declaration or the By-Laws, or from any action taken to comply with any law, ordinance, the Declaration, By-Laws or with any order or directive of the Municipality or other governmental authority.

Section 4.08: Subordination of Lien to Mortgages

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 prior to the effective dates of such liens.

Section 4.09: Itemized Accounting

Within a reasonable time after the close of each fiscal year, the Board shall provide all Owners with a reasonably detailed summary of the receipts, Common Expenses, and reserves for the preceding budget year. Additionally, the Board shall either: (a) make available for review to all Owners an itemized accounting of the Common Expenses for the preceding fiscal year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of

the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves; or (b) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Club.

Section 4.10: Capital Reserve

As further provided for in Section 4.04 above and in Article XIII of the By-Laws, the Club shall segregate and maintain special reserve account(s) to be used for contingencies, unanticipated expenses and for making capital expenditures in connection with the common area and other portions of the Property owned by the Club (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve and each budget shall disclose that amount, if any, that shall be added to the Capital Reserve and each Owner shall be deemed to make a capital contribution to the Club equal to the portion of such Owner's annual assessment that is applicable to such Capital Reserve contribution on the annual budget.

Section 4.11: Expenditure Limitations

The Club shall not expend more money within any one (1) year than the total amount of annual dues, special assessments and other income received by the Club for that particular year plus any reserve amounts held by the Club.

ARTICLE V

GENERAL PROVISIONS

Section 5.01: Duration

Each of the covenants, restrictions, liens and other provisions of this Declaration set forth herein shall continue for a period of thirty (30) years from the date of Recording of this Declaration and thereafter for successive periods of twenty-five (25) years each unless revoked, modified or amended in whole or in part in the manner provided for in Section 5.03 of this Declaration.

Section 5.02: Covenants to Run with the Land

All the covenants, conditions, restrictions, easements, reservations, liens, charges, rights, obligations, benefits and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant and shall run with the land and shall inure to the benefit of and be binding upon any Person having at any time any interest or estate in any part of the Property. The Club and each Owner or Owners of any portion of the Property from time to time or the Municipality 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 provisions of this Declaration, or any of them, in addition to the right to bring an ordinary legal action for damages.

Section 5.03: Amendments

The provisions of this Declaration may be amended, revoked, modified or otherwise changed in whole or in part by an instrument executed by Owners of at least two-thirds (2/3) of the Lots; provided that no change of provisions directly affecting the Municipality or relative to the maintenance provisions affecting the common areas of the Property shall be valid without the approval of the Municipality. No amendment to the Declaration shall become effective until properly Recorded.

Section 5.04: Notices

Each Owner shall file the correct mailing address of such Owner with the Club and shall notify the Club promptly in writing of any subsequent change of address. A written notice sent by a Prescribed Delivery Method to any Owner at the last address filed by such Owner with the Club shall be sufficient and proper notice to such Owner wherever notices are required in this Declaration.

Section 5.05: Common Area Changes and Damage

No alterations, additions or improvements shall be made to the common area of the Property without the prior written approval of the Board. This provision, however, shall not prohibit the Club, at the direction of the Board, from making alterations, additions or improvements to the common area.

If, due to the act or omission of an Owner, his or her family, tenants, servants, pets, guests or invitees or other authorized occupant of the Owner's Lot, damage is caused to the common area of the Property and maintenance, repairs, or replacements shall be required thereby, which would otherwise be a Common Expense of the Club, then such Owner shall pay for such damage and such maintenance, repairs, and replacements, as determined by the Board, and the cost of such maintenance, repairs, or replacements, and any damage, shall be added to and become a part of the assessment to which such Owner's Lot is subject and the Club shall have a lien upon said Lot enforceable in the manner and to the extent herein set forth in this Declaration and the failure of such Owner to pay such costs shall carry with it the same consequences as the failure to pay any assessments levied hereunder when due, as herein provided.

Section 5.06: Headings/Captions

The Article and Section headings are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any

conflict between statements made in recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions in the body of this Declaration shall govern.

Section 5.07: Severability

If by legislation, judgment or court order, any portion of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration shall be deemed unconstitutional, invalid, or unenforceable, then such determination shall in no way affect any other provisions of this Declaration and all provisions of this Declaration not so affected shall remain in full force and effect.

Section 5.08: Rule Against Perpetuities

The covenants, restrictions, conditions, reservations, easements, charges, liens and other provisions as delineated in this Declaration shall run with and bind the land. If, and to the extent that, any of the covenants, conditions, charges, liens or other provisions contained in this Declaration would otherwise be unlawful or void for violation of:

- (a) The rule against perpetuities;
- (b) The rule restricting restraints on alienation; or
- (c) Any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of Tom Hanks, professional actor and star of such films as Sleepless in Seattle, Apollo 13 and Saving Private Ryan, living at the date this Declaration is Recorded.

Section 5.09: No Waiver

No covenants, conditions, obligations, or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason or any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 5.10: Gender Neutrality

Unless the provisions of this Declaration require otherwise, words imparting the masculine gender shall include the feminine, words imparting the feminine gender shall include the masculine, words imparting the singular number shall

include the plural, and words imparting the plural shall include the singular.

Section 5.11: Conflicts

In the case of any conflict between the Articles of Incorporation of the Club, this Declaration, the By-Laws and any rules and regulations, the Articles of Incorporation shall control over the Declaration, the By-Laws and the rules and regulations, the Declaration shall control over the By-Laws and the rules and regulations, and the By-Laws shall control over the rules and regulations.

Section 5.12: Liberal Construction

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class development.

Section 5.13: Determination of Board to Be Binding

All matters of dispute or disagreement with respect to interpretation or application of the provisions of this Declaration or the By-Laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Club and on all Owners.

Section 5.14: Security

The Club may, but is not obligated to, provide measures of security on the Property from time to time; however, the Club is not a provider of security and shall have no duty or obligation to provide any security on the Property. The obligation to provide security lies solely with each Owner individually. The Club shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

Section 5.15: Eminent Domain or Condemnation

In the event any portion of the common area or other property owned by the Club is taken by eminent domain proceedings or condemnation, or conveyed in lieu thereof, the proceeds awarded in such condemnation shall be paid to the Club and such proceeds, in the discretion of the Board, shall either (i) be applied to pay the Common Expenses, (ii) be distributed to the Owners and their respective mortgagees, as their interests may appear, in equal shares, or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as common area under this Declaration. Any acquisition by the Club pursuant to this Section of real estate which shall become common area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally describes the real estate affected, is executed by the President of the Club and Recorded.

Section 5.16: **Enforcement**

In addition to or in conjunction with all other rights herein granted to the Club, the Club or any Owner, their successors or assigns, shall have the right to enforce the provisions of this Declaration, By-Laws and any rules and regulations of the Club by any proceeding at law or in equity against any Person or Persons violating or attempting to violate any such provisions, and further the Club shall have the right to levy a fine, following notice and an opportunity to be heard, against such Person or Persons. All rights and remedies may be exercised at any time and from time to time, cumulatively, or otherwise, and failure of the Club or any Owner to enforce any such provisions shall in no way be deemed a waiver of the right to do so thereafter. All costs and expenses incurred by the Club in connection with any such proceedings, including, but not limited to reasonable attorneys' fees, court costs and managing agent fees, shall be assessed against any Owner violating any such provisions and shall be a charge and constitute a lien on his or her Lot and be enforceable in the same manner as unpaid assessments as provided in this Declaration and recoverable by the Club as part of any such proceedings.

Section 5.17: **Managing Agent Fees**

Any and all managing agent fees and costs associated with the collection of delinquent assessments and/or curing an Owner's or occupant's breach or violation of the Declaration, By-Laws and/or rules and regulations shall be assessed back to the defaulting Owner's account and become an additional obligation and charge of such delinquent Owner. To assist the Club in collecting delinquent assessments and/or curing violations of the Declaration, By-Laws and/or rules and regulations from the Owners, the managing agent, if any, may perform the following duties: prepare and issue delinquency notices, prepare and issue statutory and other demand letters, order an ownership (tract) search to verify current ownership of the delinquent Lot, prepare and record a lien against the delinquent Lot for unpaid assessments or other charges and any such other services performed in an effort to assist the Club in the collection of delinquent assessments or other charges or curing breaches or violations of the Declaration, By-Laws and rules and regulations. The managing agent, if any, is entitled to receive a reasonable fee for such services performed, as more fully outlined in the management agreement entered into between the managing agent and the Club.

Section 5.18: **Fees Associated with Mortgage Foreclosure**

All expenses and fees, including, but not limited to, managing agent fees, attorneys' fees and court costs, incurred by the Club as a result of the Club being included as a defendant in a mortgage foreclosure action shall be assessed back to the Owner sued in such foreclosure action and become an additional obligation and charge of such delinquent Owner and a part of that Owner's

assessment account.

Section 5.19: Title Holding Land Trust

In the event title to any Lot is held by a title-holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments and other charges and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot, and shall be treated as the Owner(s) of the Lot for purposes of this Declaration and the By-Laws. The amount of any and all liens or other obligations provided for in this Declaration and/or the By-Laws shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Lot.

END OF TEXT OF DECLARATION

This instrument was prepared by, and upon recording return to:

KEAY & COSTELLO, P.C.
128 South County Farm Road
Wheaton, Illinois 60187
(630) 690-6446

STATE OF ILLINOIS)
)SS
COUNTY OF _____)

The undersigned is President of the Board of Directors of the Bath & Tennis Club of Huntington Estates, Inc. and by my signature below do hereby certify that the attached is a true, correct, and accurate copy of the Amended and Restated Declaration of Conditions, Covenants, Restrictions and Reservations Affecting the Property Known as Huntington Estates and Huntington Estates Addition, and that said document was approved by Owners of at least two-thirds (2/3) of the total Lots subject to the Original Declaration, with such Owners' written approval attached hereto. By my signature below I further hereby certify that the Amended and Restated By-Laws of the Bath & Tennis Club of Huntington Estates, Inc., attached hereto as Exhibit "B", have been approved by the affirmative vote of a majority of the Board members at a meeting of the Board and having been approved by at least fifty-one percent (51%) of the Owners of Lots subject to the Original Declaration as to the changes in Article XIII of said document and that written notice of the intent of the Board to vote on said document was provided to each Owner at least fifteen (15) days prior to the Board's vote on same.

EXECUTED this _____ day of _____, 20____.

Being the President of the Bath & Tennis Club
of Huntington Estates, Inc.

I, _____, a Notary Public, hereby certify that on the above date, the above member of the Board of Directors of the Bath & Tennis Club of Huntington Estates, Inc., which Board member is personally known to me, appeared before me and acknowledged that, as such Board member, he/she signed this instrument as his/her free and voluntary act of said Board for the uses and purposes therein set forth.

BY: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Huntington Estates Unit I, a Subdivision of part of the Southeast quarter of Section 20 and part of the Northeast quarter of Section 29, Township 38 North, Range 10, East of the Third Principal Meridian, in the City of Naperville, DuPage County, Illinois.

Also

That part of the Southeast quarter of Section 20 and part of the Northeast quarter of Section 29, Township 38 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of said Northeast quarter of Section 29; thence South 0 degrees 6 minutes 3 seconds East along the East line of said Northeast quarter, 173 feet, more or less, to the Northerly line of Huntington Estates Unit 1 as recorded by Document No. R75-56556; thence North 89 degrees 54 minutes 2 seconds West along the Northerly line of said Huntington Estates Unit 1, 542.87 feet to a point; thence South 83 degrees 12 minutes 58 seconds West along said Northerly line, 100.64 feet to a point; thence North 6 degrees 47 minutes 2 seconds West along said Northerly line, 231.14 feet to a point; thence North 27 degrees 53 minutes 20 seconds West along said Northerly line, 356.90 feet to a point; thence North 34 degrees 17 minutes 19 seconds West along said Northerly line, 80.22 feet to a point; thence North 45 degrees 14 minutes 0 seconds West along said Northerly line, 121.83 feet to a point; thence North 63 degrees 58 minutes 1 second West along said Northerly line, 145.58 feet to a point; thence North 68 degrees 23 minutes 25 seconds West along said Northerly line, 100.06 feet to a point; thence North 73 degrees 18 minutes 48 seconds West along said Northerly line, 193.19 feet to a point; thence North 81 degrees 12 minutes 10 seconds West along said Northerly line, 167.51 feet to a point; thence North 87 degrees 38 minutes 32 seconds West along said Northerly line, 260.50 feet to a point; thence South 89 degrees 52 minutes 24 seconds West along said Northerly line, 187.00 feet to a point; thence North 1 degree 55 minutes 5 seconds West along said Northerly line 40.63 feet to a point; thence South 88 degrees 4 minutes 55 seconds West along said Northerly line, 186.00 feet more or less, to the Westerly line of the aforesaid Huntington Estates Unit 1, said line being also the Easterly line of Lot 1 of R.J. Alice Subdivision recorded by Doc. No. R68-21844; thence North 1 degree 55 minutes 5 seconds West along said Easterly line of Lot 1, 312.38 feet, more or less, to the Northeast corner of said Lot 1, said point being also the Southeast corner of Lot 3 of Krings-Klootwyk Assessment Plat recorded by Doc. No. 516913; thence North 63 degrees 36 minutes 26 seconds West along the Southerly line of said Lot 3, 44.01 feet to a point; thence North 26 degrees 23 minutes 34 seconds East, 130.00 feet to a point; thence North 63 degrees 36 minutes 26 seconds West, 47.02 feet to a point; thence North 26 degrees 23 minutes 34 seconds East, 191.00 feet to a point; thence South 63 degrees 36 minutes 26 seconds East, 114.40 feet to a point; thence South 59 degrees 0 minutes 28 seconds East, 70.21 feet to a point; thence South 76 degrees 5 minutes 5 seconds East, 130.00 feet to a point; thence South 21 degrees 19 minutes 52 seconds West, 100.21 feet to a point; thence South 1 degree 55 minutes 5 seconds East, 152.85

feet to a point; thence North 88 degrees 4 minutes 55 seconds East, 71.76 feet to a point; thence South 84 degrees 26 minutes 42 seconds East, 249.79 feet to a point; thence South 82 degrees 44 minutes 30 seconds East, 234.09 feet to a point; thence South 78 degrees 1 minute 59 seconds East, 181.86 feet to a point; thence South 70 degrees 38 minutes 36 seconds East, 105.43 feet to a point; thence South 78 degrees 31 minutes 24 seconds East, 125.58 feet to a point; thence South 63 degrees 0 minutes 14 seconds East, 186.06 feet to a point; thence South 47 degrees 33 minutes 11 seconds East, 147.95 feet to a point; thence South 27 degrees 53 minutes 20 seconds East, 492.34 feet to a point; thence South 53 degrees 55 minutes 22 seconds East, 125.73 feet to a point; thence South 81 degrees 19 minutes 6 seconds East, 130.16 feet to a point; thence South 89 degrees 54 minutes 2 seconds East, 150.00 feet to a point; thence South 2 degrees 35 minutes 2 seconds East, 153.17 feet more or less, to the South line of the Southeast quarter of Section 20, aforementioned; thence South 89 degrees 54 minutes 2 seconds East along said South line, 23.76 feet, more or less, to the point of beginning, all in DuPage County, Illinois, containing 21.34 acres, more or less.

Also

That part of the Southeast quarter of Section 20, Township 38 North, Range 10 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Southeast quarter of Section 20; thence North 89 degrees 54 minutes 2 seconds West along the South line of said Southeast quarter, 23.76 feet to a point on the Easterly line of Huntington Estates Unit 2; thence North 2 degrees 35 minutes 2 seconds West along said Easterly line, 153.17 feet to the Northeast corner of said Unit 2 for a point of beginning; thence North 89 degrees 54 minutes 2 seconds West along the Northerly line of said Unit 2, 150.0 feet to a point; thence North 81 degrees 19 minutes 6 seconds West along said Northerly line, 130.16 feet to a point; thence North 53 degrees 55 minutes 22 seconds West along said Northerly line, 125.73 feet to a point; thence North 27 degrees 55 minutes 20 seconds West along said Northerly line, 492.34 feet to a point; thence 47 degrees 33 minutes 11 seconds West along said Northerly line, 147.95 feet to a point; thence North 63 degrees 0 minutes 14 seconds West along said Northerly line, 186.06 feet to a point; thence North 78 degrees 31 minutes 24 seconds West along said Northerly line, 125.58 feet to a point; thence North 70 degrees 38 minutes 36 seconds West along said Northerly line, 105.43 feet to a point; thence North 78 degrees 1 minute 58 seconds West along said Northerly line, 181.86 feet to a point; thence North 82 degrees 44 minutes 30 seconds West along said Northerly line 234.09 feet to a point; thence North 84 degrees 26 minutes 42 seconds West along said Northerly line, 249.79 feet to a point; thence South 88 degrees 4 minutes 55 seconds West along said Northerly line, 71.76 feet to a point; thence North 1 degree 55 minutes 5 seconds West along the Easterly line of said Unit 2, 152.85 feet to a point; thence North 21 degrees 19 minutes 52 seconds East along said Easterly line, 100.21 feet to the intersection of the Northerly line of said Unit 2 with the Southerly line of Huntington Estates Addition; thence North 5 degrees 31 minutes 15 seconds East along the Easterly line of said Addition, 113.29 feet to a point; thence North 8 degrees 12 minutes 11 seconds West along said Easterly line, 114.35 feet to a point; thence

North 28 degrees 0 minutes 52 seconds West along said Easterly line, 245.48 feet to a point; thence North 66 degrees 59 minutes 33 seconds West along the Northerly line of said Addition, 197.77 feet to the Easterly line of said Addition, said Easterly line also being the Easterly line of Krings-Klootwyk Assessment Plat recorded as Document 516913; thence North 5 degrees 30 minutes 56 seconds East along said Easterly line 862.55 feet, more or less to the North line of aforesaid Southeast quarter of Section 20; thence South 89 degrees 56 minutes 27 seconds East along said North line 965.56 feet to a point; thence South 0 degrees 6 minutes 52 seconds East, 1150.56 feet to a point; thence South 89 degrees 47 minutes 12 seconds East, 1005.67 feet to a point; thence South 0 degrees 17 minutes 55 seconds East, 164.39 feet to a point; thence South 2 degrees 35 minutes 2 seconds East, 1168.52 feet, more or less to the point of beginning, all in DuPage County, Illinois, and containing 57.26 acres more or less.

Also

That part of the South half of Section 20, Township 38 North, Range 10, East of the Third Principal Meridian, described as follows: Beginning at the Northeast corner of Lot 2 of Krings-Klootwyk Assessment Plat, recorded March 8, 1947 by Document No. 516913; thence South 5 degrees 30 minutes 56 seconds West along the Easterly line of said Lot 2, 215.00 feet to a point; thence South 66 degrees 59 minutes 33 seconds East, 197.77 feet to a point; thence South 28 degrees 0 minutes 52 seconds East, 245.48 feet to a point; thence South 8 degrees 12 minutes 11 seconds East 114.35 feet to a point; thence South 5 degrees 31 minutes 15 seconds West, 113.29 feet to a point on the Northerly line of Huntington Estates Unit 2; thence North 76 degrees 5 minutes 5 seconds West along said Northerly line, 130.00 feet to a point; thence North 59 degrees 0 minutes 28 seconds West along said Northerly line, 70.21 feet to a point; thence North 63 degrees 36 minutes 26 seconds West along said Northerly line, 114.40 feet to a point on the Westerly line of the aforesaid Huntington Estates Unit 2; thence South 26 degrees 23 minutes 34 seconds West along said Westerly line, 191.00 feet to a point on a Southerly line of said Unit 2; thence South 63 degrees 36 minutes 26 seconds East along said Southerly line, 47.02 feet to a point on the aforesaid Westerly line of Huntington Estates Unit 2; thence South 26 degrees 23 minutes 34 seconds West along said Westerly line, 130.00 feet to the Southerly line of Lot 3 of the aforementioned Krings-Klootwyk Assessment Plat; thence North 63 degrees 36 minutes 26 seconds West along said Southerly line, 437.75 feet to the Southwest corner of said Lot 3; thence North 0 degrees 30 minutes 32 seconds West along the Westerly line of said Lot 3, said line being also the North-South Centerline of the aforementioned Section 20, 398.37 feet to a point; thence North 61 degrees 41 minutes 59 seconds West, 476.00 feet to a point on the Southerly line of the aforementioned Lot 2 of Krings-Klootwyk Assessment Plat that is 448.07 feet Southeasterly of the Southwest corner thereof; thence North 62 degrees 45 minutes 54 seconds West along said Southerly line, 448.07 feet to said Southwest corner of Lot 2; thence North 16 degrees 48 minutes 40 seconds East along the Westerly line of said Lot 2, 286.85 feet to the Northwest corner thereof, thence South 73 degrees 10 minutes 46 seconds East along the Northerly line of said Lot 2, 1292.83 feet, more or less, to the point of beginning, all in DuPage County, Illinois, and containing 19.554 acres, more or less.