

HUNTINGTON ESTATES
&
HUNTINGTON ESTATES ADDITION

City of Naperville
DuPage County, Illinois

J. Schrubben
175 W. Jackson Ave
Naperville Ill 60540

Conditions, Covenants, Restrictions and Reservations Affecting
the Property Known as HUNTINGTON ESTATES and HUNTINGTON ESTATES
ADDITION

THIS DECLARATION, made this 27TH day of APRIL, 1976, by

GRANT SQUARE SERVICE CORPORATION, INC., an Illinois Corporation
CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust No. 10-60150
NAPEVILLE NATIONAL BANK & TRUST ~~AND~~ ^{NOT} Trust Agreement dated Oct. 12, 1973 and
known as Trust #7-301
JOSEPH KEIM LAND DEVELOPMENT CORP.
HAZDRA HOMES, INC.
MARQUETTE NATIONAL BANK, as Trustee under Trust Agreement dated April 14, 1975 and
known as Trust #8601-6801
K F K CORP.
BRUNO BENEDETTI & SONS, INC.
SPRINGWOOD BUILDERS OF ILL. INC.
PHILIP R. THOMPSON, INC.
V. A. SHUKIS & SONS
FRANK BOGDAN

hereinafter called "Declarant":

WITNESSETH:

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

WHEREAS, Declarant is desirous of subjecting said property to the conditions,
covenants, restrictions and reservations hereinafter set forth, each and all of
which is and are for the benefit of said property and each owner thereof and shall
inure 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 and reservations
(sometimes hereinafter collectively referred to as "covenants") hereinafter set forth.

RECORDED
DU PAGE COUNTY

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✓ *George P. [Signature]*

ARTICLE I.
Property Subject to This Declaration

The real property which is and shall be held, transferred, sold, conveyed and occupied to the covenants set forth herein is located in the City of Naperville, Lisle Township, DuPage County, Illinois, and is more particularly described as follows, to wit:

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 I 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. R-68-21844; 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 North 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

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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.

and which shall be hereinafter referred to as "Huntington Estates" and "Huntington Estates Addition".

ARTICLE II.
General Purposes

The real property described in Article I hereof is subject to the Covenants hereby declared 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.

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ARTICLE III.
Bath and Tennis Club of Huntington Estates, Inc.

1. Creation and Purposes.

There has been formed an Illinois not-for-profit corporation known as the "Bath and Tennis Club of Huntington Estates, Inc." which charter was issued by the Secretary of State on June 30, 1975 and recorded in the Office of the DuPage County Recorder as Document #R75-37340 on July 24, 1975 and whose purposes as described therein to provide:

1. To provide high standards of maintenance and operation of all property in Huntington Estates and Huntington Estates Addition, a part of Sections 20 and 29, Township 38 North, Range 10, East of the Third Principal Meridian, DuPage County, Illinois, as to those properties 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 Huntington Estates and Huntington Estates Addition Subdivision.
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 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 earnings or other assets of the corporation 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 Huntington Estates and Huntington Estates Addition.

2. Membership and Voting.

Every record or beneficial owner of a fee simple interest in Huntington Estates or Huntington Estates Addition including Declarant, shall become and be a member of the Bath and Tennis Club of Huntington Estates, Inc. (hereinafter referred to as Club) and each such member including Declarant shall be entitled to one (1) vote on each matter submitted to a vote of members for each recorded lot owned by him or it, or, shall be entitled to five (5) votes on each matter submitted to vote of members for each unsubdivided acre owned by him or it, its successor or assigns, provided that where title to a lot or parcel is in more than one person, such co-owners acting

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jointly shall be entitled to vote as one (1) voter.

3. Powers and Duties of the Bath and Tennis Club.

The Club has, in addition to the powers and duties set forth in its Corporate Charter, 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, plant and replant trees, shrubbery and grass on all property owned by the Club and on all property set aside in Huntington Estates and Huntington Estates Addition for the common and general use of the residents and owners of property therein.
 2. Maintain entranceways to Huntington Estates and Huntington Estates Addition.
 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 Huntington Estates or Huntington Estates Addition.
 4. Maintain retention and detention areas in private common open space in accordance with their original design standards 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 entranceways to Huntington Estates and Huntington Estates Addition and to provide such other facilities and services as may be authorized from time to time by the affirmative vote of two-thirds of the members of the Club acting in accordance with its Charter and By-laws, provided, however, that any such actions so authorized shall always be for the express purpose of keeping Huntington Estates and Huntington Estates Addition 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 Huntington Estates and Huntington Estates Addition and for use as recreational facilities, clubhouses and detention/retention areas.
4. Method For Providing General Funds.
- 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, the Board of Directors of the Club shall determine for each year the total amount required of such fund for such year and may levy annual dues or special assessments in accordance with the By-laws of the Club.
- B. In the event of failure of any owner to pay annual dues or special assessments in accordance with the By-laws of the Club, provided that no special assessment shall be valid until the same shall have been ratified and approved by a majority of the equity members present in person or by written proxy at a regular meeting or at a special meeting called for the purpose of considering the same, on or before 60 days following due date and following proper notice to such owner of annual dues or special assessment, then said annual dues or special assessment shall become delinquent and shall bear interest at the rate of 9 per cent per annum from the due date thereof to the date of payment of both principal and interest and may thereafter be enforced against the owner personally, as satisfaction of the lien on said real estate. It shall be the duty of the Club to bring suits to enforce such liens before the expiration thereof. The Club may, at its discretion, file certificates of non-payment of annual dues or special assessments in the Office of the Recorder of Deeds whenever any such annual dues or special assessments are delinquent. For each certificate so filed, the Club shall be entitled to collect from the owner or

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or owners of the real property described therein an additional fee of \$10.00 and reasonable attorney's fees, which fees are hereby declared to be in addition to the lien upon the real estate so described in said certificate. Such fee shall be collectible in the same manner as the original annual dues or special assessment provided for herein and in addition to the interest and principal due thereon.

- 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 prior to the effective dates of such liens.
- D. Such liens 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 annual dues or special assessment, in which case the lien shall continue until the sale of the property under execution of the judgment in such suit.
5. Expenditures Limited To Annual Dues or Special Assessments For Current Year

The Club shall not expend more money within any one (1) year than the total amount of annual dues or special assessments for that particular year plus any surplus which it may have on hand from previous years. Nor shall said Club enter into any contract whatever binding annual dues or special assessments of any future years except for contracts for utilities and no such contract shall be valid or enforceable against the Club.

ARTICLE IV.
General Provisions

1. Each of the Covenants set forth herein shall continue for a period of thirty (30) years from date and thereafter for successive periods of twenty-five (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, or its successor or assign, and each owner or owners of any of the above land from time to time or the City of Naperville, Illinois 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, or any of them, in addition to the right to bring an ordinary legal action for damages.

3. The record owners in fee simple of the residential lots in Huntington Estates and Huntington Estates Addition may revoke, modify, amend or supplement in whole or in part any or all of the Covenants and Conditions contained in this Declaration but only at the times and in the manner hereinafter set forth except no change of provisions directly affecting the City or relative to the maintenance provisions affecting the common areas of Huntington Estates or Huntington Estates Addition shall be valid without the approval of the City of Naperville:

- a. Any such change or changes may be made effective at any time within ten (10) years from the date of recording this Declaration if the record owners in fee simple of at least four-fifths of said lots consent thereto, after acquisition from Declarant or its successors and assigns.

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- b. Any such change or changes may be made effective at the end of said initial thirty (30) year period or any such successive twenty-five (25) year period if the record owners in fee simple of at least two-thirds of the lots consent thereto at least five (5) years prior to the end of any such period.
- c. Any such consents shall be effective only if expressed in a written instrument or instruments executed and acknowledged by each of the consenting owners and recorded in the Office of the Recorder of Deeds of DuPage County, Illinois.
- 4. Each owner of a lot in Huntington Estates or Huntington Estates Addition 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 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 with the Club shall be sufficient and proper notice to such owner wherever notices are required in this Declaration.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their corporate seals the day and date first above written.

GRANT SQUARE SERVICE CORPORATION
An Illinois Corporation
By Lawrence Paul Price
Attest: Robert Walker Secretary

CHICAGO TITLE & TRUST COMPANY, as Trustee
Under Trust No. 10-60150

By Richard W. Brennan
Assistant Vice President
Attest: Edward J. Langstaff
Assistant Secretary

NAPERVILLE NATIONAL BANK, as Trustee
Under Trust No. 7-301, AND NOT PERSONALLY

By Richard W. Gordon
VICE PRESIDENT AND TRUST OFFICER
Attest: Walter R. Klein ASSISTANT VICE PRESIDENT

JOSEPH KEIM LAND DEVELOPMENT CORP.

By Joseph Keim
Attest: William Keim

HAZDRA THOMES, INC.

By Edward J. Bogdan
Attest: Edward J. Bogdan

MARQUETTE NATIONAL BANK, as Trustee
Under Trust No. 6801

By William G. Hewatt
Vice President
Attest: Richard C. Carty Assistant Secretary

K F K Corp.
By [Signature]
Attest: [Signature]

BRUNO BENEDETTI & SONS, INC.

By Arlo Benedetti
Attest: Ray Benedetti

SPRINGWOOD BUILDERS OF ILL.

By [Signature]
Attest: May Collier

PHILIP R. THOMPSON, INC.

By Philip R. Thompson, PRES.
Attest: Marla L. Holgren, SEC.

V. A. SHUKIS & SONS

By V. A. Shukis
Attest: Edward J. Bogdan

FRANK BOGDAN

[Signature]

Executed and delivered by the Naperville National Bank not in its individual capacity, but solely in the capacity herein described, for the purpose of binding the herein described property, and it is expressly understood and agreed by the parties hereto, aforesaid herein to the contrary notwithstanding, that each and all of the understandings and agreements herein made, are made and intended not as personal understandings and agreements of the Trustee, or for the purpose of binding the Trustee personally, but executed and delivered by the Trustee solely in the exercise of the powers conferred upon it as such Trustee, and not personal liability or personal responsibility as assumed by, or on any time be asserted or enforced against said Trustee on account hereof, or on account of any undertaking or agreement herein contained, either expressed or implied, all such personal liabilities, if any, being hereby expressly waived and released by all other parties herein, and those claiming by, through, or under them.

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Camera Operator
Barbara Reed

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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