

to read meters, repair, replace and generally maintain said connection as and when the same may be necessary as set forth below, and further, if a majority of the Board of Directors of the Association deems the repair, replacement or maintenance of such connection to be an emergency, the Association shall have the right to repair, replace or maintain such connection and assess the costs thereof against the Lots served by such connection in the amounts the Owners would otherwise be responsible for under subsections (c) and (d) herein, and each Owner, for himself, his heirs, successors and assigns, covenants that he will pay the Association (or its collecting agent) said assessment upon demand or in such periodic payments as may be determined by the Board of Directors, and that said assessment, if not paid on the date when due, shall become delinquent, shall become a continuing lien on the Lot and the personal obligation of the Owner and shall be subject to collection, enforceability, foreclosure and remedies of the Association in the manner set forth in Articles SIX and SEVEN hereof for other assessments by the Association.

(b) Wherever joint house connections of storm and sanitary sewer, water, electricity, gas or telephone lines are installed within the Properties and the connections serve more than one Lot, the Owners of each Lot serviced by said connection shall be entitled to the full use and enjoyment of such portions of said connection as services his Lot.

(c) In the event any portion of said connection or line is obstructed, damaged or destroyed through the act of an Owner of a Lot being served by said connection, or any of his agents, guests, or members of his family, whether or not such act is negligent or otherwise culpable, so as to deprive the other Owners being served by said connection of the full use and enjoyment of said connection, then the Owner shall forthwith proceed to replace or repair the same to as good condition as formerly, without cost to the other Owners served by said connection.

(d) In the event any portion of said connection or line is obstructed, damaged, or destroyed by some cause other than the act of any Owner being served by said connection, his agents, guests, or members of his family (including ordinary wear and tear and deterioration from lapse of time), then in such event if said obstruction, damage or destruction shall prevent the full use and enjoyment of such connection by the other Owners served by said connection, all such Owners who are thereby deprived of said use and enjoyment shall proceed forthwith to replace or repair said connection to as good a condition as it was formerly at their joint and equal expense.

ARTICLE FIFTEEN

AVAILABILITY OF RECORDS

Any Owner or first mortgagee of any Lot shall be entitled, upon reasonable request, to receive for inspection from the

Association current copies of the Declaration, Articles of Incorporation, By-Laws, records and financial statements of the Association. Furthermore, any holder of a mortgage given on any Lot within the Properties and any phases annexed thereto, shall be entitled to receive from the Association, without cost, a copy of the Association's financial statement, if any, and if any mortgagee shall so request in writing prior to the preparation of the annual financial statement of the Association, such financial statement shall be audited.

ARTICLE SIXTEEN

RIGHTS OF FIRST MORTGAGEES

Upon written request, any first mortgagee of a Lot shall be entitled to and shall receive from the Association notices of any of the following as shall be requested:

- (a) Any condemnation loss or casualty loss which affects a material portion of the Properties and any phases annexed thereto or the Lot on which its mortgage is held,
- (b) Delinquency of assessments which remain incurred for a period of sixty (60) days or more,
- (c) Any lapse, cancellation, or modification of any insurance policy or fidelity bond maintained by the Association,
- (d) Any restoration or repair of the Properties and any phases annexed thereto after partial condemnation or damage, and
- (e) Any termination of the legal status of the Properties and any phases annexed thereto.

Any termination of legal status as provided in subsection (e) above, shall require the consent of the holders of the mortgages on at least 51% of the Lots contained in the Properties and any phases annexed thereto at the time thereof.

ARTICLE SEVENTEEN

VILLAGE OF WESTCHESTER

SECTION 1. Village Ordinances Prevail. None of the covenants, conditions, restrictions or provisions of the Declaration are intended to supersede or prevail over the ordinances of general applicability of the Village of Westchester in which the Properties are located, and in the event of any conflict, the applicable ordinances of the Village of Westchester shall supersede and prevail over the covenants, conditions, restrictions and provisions of this Declaration.

Section 2. Village Regulation of Vehicular Traffic within the Properties. The Village of Westchester shall have the right to enter upon the private streets owned by the Association located within the Common Areas, to enforce the regulation of the movement operation and parking of vehicular traffic upon such private streets, and to assure that the private streets are sufficiently clear for the movement of emergency vehicles of the Village upon such private streets. A non-exclusive easement over, upon, and across the private streets now or hereinafter constructed upon the Common Area is hereby declared in favor of the Village for purposes of exercising the rights set forth in this Section 2.

SECTION 3. Standards of Maintenance. The Standards of Maintenance of the Common Areas, the Lots and the residences and improvements located thereon, adopted by the Association from time to time shall be at least equal to those set forth in the Ordinance of general applicability of the Village in effect from time to time which govern and control the maintenance of private property.

SECTION 4. Right of Entry. The Village shall have the right of entry upon the Common Area as may be necessary from time to time to exercise the rights which are created by this Declaration in favor of the Village and to exercise any rights or easements created in favor of the Village by any Plat of Subdivision or any other document recorded against the Properties with the Recorder of Deeds of Cook County, Illinois.

ARTICLE EIGHTEEN

INSURANCE

SECTION 1. Casualty Insurance For Townhomes. The Association shall obtain and maintain a policy or policies of insurance covering the townhouses (other than the contents thereof) constructed on the Lots within the Properties or any phases of the Additional Land annexed thereto, including, without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightning and those casualties contained in an all risk form, and such other perils as the Board of Directors of the Association from

time to time may determine should be included in such coverage, in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee for the Owners of any townhouses damaged or destroyed. The proceeds from such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such townhouses, subject to the right of first mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of the Declarant, the Association, its Board of Directors, its officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be cancelled without at least thirty (30) days prior notice to the Association, the Owners, and all first mortgagees of the lots. The policies obtained by the Association shall be deemed to be the primary insurance coverage for any townhouse.

SECTION 2. Owner's Insurance for Liability and Contents of Townhouses. Each Owner shall maintain at his own cost and expense such insurance coverage as he may desire with respect to (i) personal liability for acts and occurrences upon his Lot

and within his townhouse and (ii) physical damage losses for personal property and the contents of his townhouse, and shall further maintain at his cost and expense, any special flood hazard insurance as may be required by the first mortgagee of his Lot. The Association shall have no obligation in connection therewith.

SECTION 3. Casualty Insurance; Common Area. The Association shall obtain and maintain a policy or policies of insurance with respect to the damage or destruction of the Common Area and any of the improvements thereon, and to any other tangible assets of the Association including coverage against damage or destruction by the perils of fire, lightening and those perils contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee. The proceeds of such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such Common Areas subject to the rights of the first mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be

invalidated by the act or neglect of the Declarant, the Association, its Board of Directors, its Officers, any owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be cancelled without at least thirty (30) days prior notice to the Association, the Owners, and all first Mortgagees of the Lots.

SECTION 4. Liability Insurance; the Association. The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on an occurrence basis the Association, its Directors, officers, the Members, and their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the ownership, occupancy, supervision, operation, repair, maintenance or restoration of the Common Areas, or in connection with any act or omission of or in behalf of the Association, its Board of Directors, agents or employees within the Properties. Such policies shall be in the amount of \$1 Million for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that they may not be cancelled without at least a thirty (30) day prior notice to the Association, the Owners, and the first Mortgagees of the Lots.

SECTION 5. Workmen's Compensation and Fidelity Insurance;
Other Insurance.

The Association shall obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

- (a) Workers Compensation and employers liability insurance in such form and in such amounts as may be necessary to comply with applicable laws;
- (b) Fidelity insurance or bonds in reasonable amounts for all officers and employees having fiscal responsibilities, naming the Association as obligee; and
- (c) Such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

SECTION 6. Waiver of Subrogation. To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. So long as the policies of insurance provided for herein shall provide that a mutual release as provided for in this Section shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them shall, and

do by these presents mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

SECTION 7. Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

ARTICLE NINETEEN

GENERAL PROVISIONS

SECTION 1. Enforcement. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration and the Village of Westchester shall have the right to enforce, by any proceeding in law or in equity, any rights created in its favor by the provisions of this Declaration. Failure by the Declarant, the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Breach of any of the covenants shall not defeat or render invalid the lien or any mortgage or trust deed made in good faith and for value as to said Lots or property, or any parts thereof, but such provisions, restrictions or covenants shall be binding and effective against any Owner of

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said property whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

SECTION 2. Severability. Invalidation of any one or more of these covenants or restrictions by judgment or court order shall in no way effect any other provisions which shall remain in full force and effect.

SECTION 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Declarant, the Association, or the Owner of any Lot subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns for a period of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by Lot Owners comprising not less than sixty-seven per cent (67%) of the total votes collectively held by all classes of Members with the written consent of mortgagees holding at least fifty one per cent (51%) of the outstanding mortgages on the Properties and any phases annexed thereto; provided, however, that so long as Declarant is a Lot Owner, Declarant must join into such instrument. Any such amendment that has the effect of (i) terminating this Declaration or (ii) terminating the legal status of the Association shall require the written consent of mortgagees.

holding at least sixty-seven per cent (67%) of the outstanding mortgages on the Properties and any phases annexed thereto. Notwithstanding the foregoing, in the event the Declarant desires to amend this Declaration: (x) to correct a technical or typographical error or to clarify any provisions herein which are otherwise vague, or (y) for the sole purpose of causing the Declaration to comply with form and substance as may be required by either the Federal Housing Authority (FHA) or the Veterans Administration (VA) to enable the sales of Lots from the Properties to qualify for the insurance by either such agency of end mortgage loans made to Owners of such Lots, or as may be required to conform to the published manuals or guidelines of any governmental, quasi-governmental or private agency engaged in the business of the purchase of mortgage loans, including, but not limited to Federal Home Loan Mortgage Corporation (FHLMC) and Federal National Mortgage Association (FNMA) for the purchase of mortgage loans made on Lots in the Properties, it may do so by an instrument signed by Declarant without the consent of Owners, mortgagees, FHA, or VA, but shall give notice of any such amendments to all Owners, the FHA, the VA, and all mortgagees of Lots who have requested the same in writing. The failure to give such notice shall not affect the validity or effectiveness of such amendment. In addition, Declarant may amend this Declaration to annex the Additional Land to the Properties, as provided in Article Two,

Section 1 hereof, without any further consents, except as provided in Section 5 hereof. In furtherance of the foregoing, a power coupled with an interest is hereby reserved to Declarant, as Attorney-in-Fact to so amend the Declaration as provided in this Section 3, and each deed, mortgage or other instrument with respect to a Lot and acceptance thereof shall be deemed a grant and acknowledgment of and a consent to such power to said Attorney-in-Fact. Any amendment must be recorded with the Cook County Recorder.

SECTION 4. Quorum. Unless otherwise specified to the contrary in any provision of this Declaration, the presence of Members or of proxies entitled to cast ten (10%) percent of the votes of each class of membership shall constitute a quorum for any meeting of the Members of the Association. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in the By-Laws of the Association and the required quorum at such subsequent meeting shall be fifty per cent (50%) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 5. FHA/VA Approval. As long as there is a Class B Member, the following actions will require the prior approval of the Federal Housing Administration (FHA) or the Veterans Administration (VA):


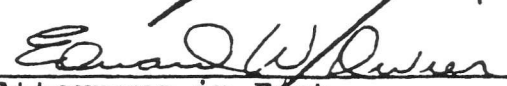
Annexation of Additional Land, or
Amendment of this Declaration of Covenants, Conditions and
Restrictions.

IN WITNESS WHEREOF, the undersigned, being the Declarant
herein, has hereunto set its hand and seal on the date first
written above.

PULTE HOME CORPORATION

CORPORATE SEAL

By:



Its Attorneys-in-Fact

STATE OF ILLINOIS)
) DUPAGE) SS.
COUNTY OF ~~COOK~~)

I, Anne DeFreece, a Notary Public in and
for said County, in the State aforesaid, DO HEREBY CERTIFY that
Edward W. Dwier and Orest Chryniwsky
personally known to me to be the Attorneys-in-Fact of PULTE
HOME CORPORATION, a Delaware corporation, and personally known
to me to be the same persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person and
severally acknowledged that they signed and delivered the said
instrument as Attorneys-in-Fact of said Corporation, and caused
the corporate seal of said corporation to be affixed thereto,
pursuant to authority given by the Board of Directors of said
corporation, as their free and voluntary act and as the free
and voluntary act and deed of said corporation, for the uses
and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of
May, 1984.



Notary Public

My Commission Expires:

April 1, 1985

This instrument was prepared by:

Charles L. Byrum
Defrees & Fiske
72 W. Adams Street, Suite 1500
Chicago, Illinois 60603

EXHIBIT "A"

Legal Description of Properties
To Be Bound By Declaration

Lots 1 to 88, both inclusive, in Westchester Place Phase 1, being a subdivision in the South 3/4 of the South 1/2 of Section 29, Township 39 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, according to Plat thereof registered with the Registrar of Titles in Cook County, Illinois on December 14, 1983 as document no. 3346140.

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EXHIBIT B

LEGAL DESCRIPTION

ADDITIONAL LAND

That part of the South 1/2 of Section 29, Township 39 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the South west corner of the South 1/2 of said Section 29; thence East along the South line of said South 1/2 of said Section 29, a distance of 1896.99 feet; thence N. 0°-29'-38" W. parallel with the West line of the South 1/2 of said Section 29, a distance of 664.09 feet to the place of beginning; thence N. 77°-14'-07" W., a distance of 194.33 feet; thence N. 65°-55'-39" W., a distance of 57.33 feet; thence Northwesterly along an arc of a circle, convex to the East, having a radius of 325.0 feet, the chord thereof having a bearing of N. 15°-39'-00" W. and a length of 90.95 feet, an arc distance of 91.25 feet to a point of tangency; thence N. 23°-41'-37" W., a distance of 52.65 feet to a point of curvature; thence Northwesterly along an arc of a circle convex to the Northeast, having a radius of 217.0 feet, the chord thereof having a bearing of N. 56°-50'-49" W. and a length of 237.35 feet, an arc-distance of 251.13 feet to a point of tangency; thence N. 90° W., a distance of 124.65 feet; thence N. 0° E., a distance of 194.40 feet; thence N. 54°-51'-00" W., a distance of 65.96 feet; thence N. 45°-28'-00" W., a distance of 91.00 feet; thence N. 44°-32'-00" E., a distance of 10.46 feet; thence N. 45°-28'-00" W., a distance of 22.00 feet; thence Northeasterly along an arc of a circle, convex to the Southeast, having a radius of 183.0 feet, the chord thereof having a bearing of N. 38°-57'-00" E. and a length of 35.61 feet, an arc-distance of 35.67 feet to a point of tangency; thence N. 33°-22'-00" E., a distance of 37.74 feet; thence N. 54°-51'-00" W., a distance of 81.04 feet; thence N. 33°-22'-00" E., a distance of 131.77 feet; thence N. 25°-50' E., a distance of 60.00 feet; thence N. 44°-25' E., a distance of 70.00 feet; thence N. 54°-25' E., a distance of 110.00 feet; thence N. 66°26' E., a distance of 65.00 feet; thence N. 54°-16' E., a distance of 125.00 feet; thence N. 70°-44' E., a distance of 44.87 feet to a point on a line drawn parallel with the West line of said Section 29, through a point 865 feet West of (as measured along the North line of the South Three Quarters of the South half of said Section 29) the West line of the East 174 2/3 rods of said Section 29; thence S. 0°-29'-38" E. along said parallel line, a distance of 517.57 feet to a point on the South line of 29th Street extended West (being a line 33 feet South of and parallel with the North line of the South half of the Southwest Quarter of Section 29); thence S. 89°-59'-34" E. along last described

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South line (extended West) of 29th Street, a distance of 310.82 feet to a point on a line drawn parallel with the West line of said Section 29 through the Place of beginning; thence S. 0° -29'-38" E. along said parallel line, a distance of 631.14 feet to the place of beginning, in Cook County, Illinois.

ALSO

That part of the South 1/2 of Section 29, Township 39 North, Range 12, East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of the South 1/2 of said Section 29; thence East along the South line of said South 1/2 of said Section 29, a distance of 1896.99 feet; thence N. 0° -29'-38" W. parallel with the West line of the South 1/2 of said Section 29, a distance of 664.09 feet; thence N. 77° -14'-07" W., a distance of 194.33 feet; thence N. 65° -55'-39" W., a distance of 57.33 feet to the place of beginning, said point being also the most Northerly corner of WESTCHESTER DRIVE, dedicated as a public street in WESTCHESTER PLACE PHASE ONE, being a subdivision of part of the South 1/2 of said Section 29, according to the plat thereof registered in Torrens December 14, 1983 as Document LR 3346140; thence Northwesterly along an arc of a circle, convex to the East, having a radius of 325.0 feet; the chord thereof having a bearing of N. 15° -39'-00" W. and a length of 90.95 feet, an arc-distance of 91.25 feet to a point of tangency; thence N. 23° -41'-37" W., a distance of 52.65 feet to a point of curvature; thence Northwesterly, along an arc of a circle convex to the Northeast, having a radius of 217.0 feet, the chord thereof having a bearing of N. 56° -50'-49" W. and a length of 237.35 feet, an arc-distance of 251.13 feet to a point of tangency; thence N. 90° W., a distance of 124.65 feet; thence N. 0° E., a distance of 194.40 feet; thence N. 54° -51'-00" W., a distance of 65.96 feet; thence N. 45° -28'-00" W., a distance of 91.00 feet; thence N. 44° -32'-00" E., a distance of 10.46 feet; thence N. 45° -28'-00" W., a distance of 22.00 feet; thence Northeasterly along an arc of a circle, convex to the Southeast, having a radius of 183.0 feet, the chord thereof having a bearing of N. 38° -57'-00" E. and a length of 35.61 feet, an arc-distance of 35.67 feet to a point of tangency; thence N. 33° -22'-00" E., a distance of 37.74 feet; thence N. 54° -51'-00" W., a distance of 81.04 feet; thence S. 33° -22' W., a distance of 50.23 feet; thence S. 44° -32' W., a distance of 195.00 feet; thence S. 56° -22' W., a distance of 65.00 feet; thence S. 77° -55' W., a distance of 43.00 feet; thence S. 67° W., a distance of 64.00 feet; thence S. 77° -18' W., a distance of 127.00 feet; thence S. 84° -34' W., a distance of 117.00 feet to a point on a line which is drawn parallel with, and 580.0 feet East of (as measured along

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the South line thereof) the West line of the South 1/2 of said Section 29; thence S. 0°-29'-38" E. along said parallel line, a distance of 406.00 feet to a point on a line which is parallel with, and 725.0 feet North of (as measured along the West line thereof) the South line of said Section 29; thence N. 90° E. parallel with the South line of said Section 29, a distance of 710.00 feet to the Northwest corner of WESTCHESTER PLACE PHASE ONE, aforesaid, thence Easterly along the Northerly line of said WESTCHESTER PLACE PHASE ONE, the following three (3) courses and distances: (1) N. 70°-00'-00" E., a distance of 167.32 feet; thence (2) N. 50°-10'-35" E., a distance of 105.25 feet; thence (3) S. 46°-56'-17" E., a distance of 174.61 feet to the place of beginning, in Cook County, Illinois.

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Please return to Recorder's Box 196

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