



Laurie McPhillips

Will County Recorder

EXECUTIVE CENTRE • 58 E. CLINTON STREET, SUITE 100 • JOLIET, ILLINOIS 60432
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Laurie McPhillips 7P R 2005140237

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Handwritten initials



RAD Date 08/17/2005 Time 09:23:46
Recording Fees: 21.00

STATE OF ILLINOIS COUNTY OF WILL

I, **Laurie McPhillips, RECORDER** in and for said County and State aforesaid, and keeper of the records of said office, do hereby certify that the attached is a certified copy of the record of a certain instrument filed in my office, on the 6TH day of JULY, A.D. 2005 at 9:52 o'clock AM, as Document Number R2005-112036 and recorded in Book XXXX on Page XXXX microfilmed.

In testimony whereof, I have hereunto set my hand and affixed my official seal, at Joliet, in the County of Will, this 16TH day of AUGUST, A.D. 2005.

This Document is being re-recorded to correct an error in the legal description

Laurie McPhillips

**Laurie McPhillips
WILL COUNTY RECORDER**

(seal)

COPY

HUNT CLUB MEADOWS

DEED RESTRICTIONS/COVENANT
CONSERVATION EASEMENT

Prepared By and Return To:
Robert J. Huguelet, Jr., Esq.
10749 Winterset Drive
Orland Park, IL 60467

LAURIE MCPHILLIPS 5P R 2005112036
Will County Recorder Page 1 of 5



PC1 Date 07/06/2005 Time 09:52:06
Recording Fees: 19.00

(The Above Space For Recorder's Use Only)

WHEREAS, HINSBROOK BANK, as Trustee under a certain trust agreement dated March 10, 2004 and known as Trust No. 04-009 is the owner of the area hereinafter called the "Restricted Property" and described on Exhibit A attached hereto.

WHEREAS, the Restricted Property is a protected conservation area under the regulatory jurisdiction of the Chicago District of the U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor through its Developer, Hunt Club Meadow, LLC is the applicant for a Corps of Engineers permit, number 200400672, to place fill in wetlands other than that property called restricted property, hereinafter called "other wetlands", in accordance with plans which form a part of the U.S. Army Corps of Engineers permit number 200400672 and; the U.S. Army Corps of Engineers has regulatory jurisdiction of said wetland pursuant to Section 404 of the Clean Water Act (33 USC 1344).

WHEREAS, the Grantor and the U.S. Army Corps of Engineers have reached an agreement whereby the Grantor will be permitted to place fill in other wetlands in accordance with the terms and conditions of Corps of Engineers permit number 200400672, and; that in consideration for the Grantor to place fill in other wetlands, the Grantor will establish a conservation area, which will be what is described as the Restricted Property and dedicating the realty described as Restricted Property for the perpetual use as a conservancy area in accordance with the terms and conditions of this document and the above mentioned permit.

WHEREAS, a permit to place fill in other wetlands would not have been granted but for the dedication of the Restricted Property, and; which in 30 days of the receipt of this document from the U.S. Army Corps of Engineers, the Grantor shall submit to the U.S. Army Corps of Engineers a certified copy of this document, as recorded in the office of the County Recorder for Will County, Illinois; and the Grantor specifically acknowledges as fact that said permit is issued in consideration for the execution and recording of this document and compliance with the covenants and deed restrictions herein.

NOW THEREFORE, the Grantor, for and in consideration of the facts recited above enters into the following covenants and deed restrictions on behalf of himself/herself, his/her heirs, successors and assigns:

1085cp¹

1. The U. S. Army Corps of Engineers will have the right to enforce by proceedings in law or equity the covenants and deed restrictions set out herein and this right shall not be waived by one or more incidents of failure to enforce said right;
2. Employees of the U. S. Army Corps of Engineers will have the right to view the Restricted Property in its natural, scenic, and open condition and the right to enter Restricted Property at all reasonable times for the purpose of inspecting Restricted Property to determine if the Grantor, or his heirs or assigns, is complying with the covenants and deed restrictions herein;
3. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no dredged or fill material placed on Restricted Property except as authorized pursuant to the U.S. Army Corps of Engineers permit number 200400672.
4. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no commercial, industrial, agricultural, residential developments, buildings, or structures, including but not limited to: signs, billboards, other advertising material, or other structures placed on Restricted Property.
5. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no filling, draining, plowing, mining, removal of topsoil, sand, rock, gravel, minerals or other material except as necessary for completion of mitigation as authorized pursuant to the U.S. Army Corps of Engineers permit number 200400672.
6. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no grazing or keeping of cattle, sheep, horses or other livestock on the Restricted Property.
7. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no hunting or trapping on the Restricted Property
8. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no operation of snowmobiles, dune-buggies, motorcycles or all-terrain vehicles, or any other types of motorized vehicles except as necessary for completion of mitigation as authorized pursuant to the U.S. Army Corps of Engineers permit number 200400672.
9. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no utility lines placed overhead or within the Restricted Property, including but not limited to: telephone or other communication lines, electrical, gas, water or sewer. Existing lines may remain, but any maintenance work requiring intrusion into the Restricted Property shall require prior authorization by the U.S. Army Corps of Engineers.
10. Without prior express written consent from the U. S. Army Corps of Engineers there shall be no modifications to the hydrology of the Restricted Property, either directly or indirectly, that would allow more water onto, or that would drain water away from, the Restricted Property. Such prohibited modifications include, but are not limited to: ditching, changes to any water control structures, repairing of drainage tiles, or alterations to any naturally occurring structures.
11. The Subject Property shall be completed in compliance with the plans entitled "Hunt Club Meadows, Homer Glen, Illinois. Landscape Improvements Sheets 1-9", dated November 8, 2004 (revised January 17, 2005), prepared by LRMG and Village of Homer Glen, Improvement Plans, Hunt Club Meadows, Sheets 1-14" dated May 7, 2004 (revised September 24, 2004) prepared by M. Gingerich, Gereaux & Associates.

These land use restrictions and other terms of these deed restrictions and covenants may be changed, modified or revoked only upon written approval of the U.S. Army Corps of Engineers. To be effective such approval must be witnessed, authenticated, and recorded pursuant to the law of the State of Illinois.

Except as expressly limited herein, the Grantor reserves for him/herself, his/her heirs and assigns, all rights as owner of Restricted Property, including the right to use the property for all purposes not inconsistent with this grant.

The terms and conditions of these deed restrictions and covenants shall, as of the date of execution of this document, bind the Grantor to the extent of his legal and/or equitable interest in Restricted Property, and; these deed restrictions and covenants shall run with the land and be binding on the Grantor and his heirs and assigns forever.

The terms and conditions of these deed restrictions and covenants shall be both explicitly included in any transfer, conveyance, or encumbrance of Restricted Property or any part thereof, and; any instrument of transfer, conveyance, or encumbrance affecting all or any part of Restricted Property shall set forth the terms and conditions of this document.

IN WITNESS WHEREOF, the said HINSBROOK BANK & TRUST, as Trustee under Trust Agreement dated March 10, 2004 and known as Trust No. 04-009, as Declarant and not individually, has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its John W. Wain SVP, and Rebecca A. Townsend attested by its Assistant Trust Officer, and has caused its corporate seal to be affixed hereunto and caused its name to be signed in these presents by its SVP and attested by its this 7th day of April, 2005.

HINSBROOK BANK & TRUST, not personally, but as trustee under trust agreement dated March 10, 2004 and known as Trust No. 04-009.

By: [Signature]
Title: SVP

ATTEST:
[Signature]
Assistant Trust Officer

I HEREBY CERTIFY THAT NO TAX IS DUE ON THIS TRANSACTION PURSUANT TO THE PROVISIONS OF IL PUBLIC ACT 93-657

7/6/05 [Signature]
DATE GRANTOR, GRANTEE OR REP

This document is executed by Hinsbrook Bank & Trust, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the grantee herein and by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on Hinsbrook Bank & Trust.

This document is executed by Hinsbrook Bank & Trust, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed by the grantee herein and by every person now or hereafter claiming any right hereunder that nothing contained herein shall be construed as creating any liability on Hinsbrook Bank & Trust.

STATE OF ILLINOIS)
) ss
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that John Lohmeier, and Rebecca Townsend respectively, of HINSBROOK BANK & TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such S.V.P and A.V.P., appeared before me this day in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, and as the free and voluntary act of said association for the uses and purposes set forth.

GIVEN under my hand and notarial seal this 7th day of April, A.D., 2005.

Commission Expires: 3-26-06

Renata Kisowski

NOTARY PUBLIC

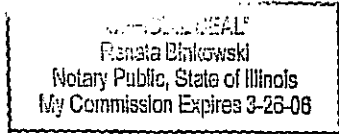


EXHIBIT A

THE SUBDIVISION

(see attached)

~~LOTS 1 THRU 9, BOTH INCLUSIVE, LOTS 11 THRU 14, BOTH INCLUSIVE, LOTS 16 THRU 50, BOTH INCLUSIVE, OUTLOT 7A, OUTLOT 10, OUTLOT 15, OUTLOT A AND OUTLOT B IN HUNT CLUB MEADOWS, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST 1/44 OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 6, 2005, AS DOCUMENT NUMBER R2005-111937 IN WILL COUNTY, ILLINOIS.~~

Commonly known as: Route 6 & Haas Road, Homer Glen, IL

~~Underlying PIN: 08-02-200-003-0000~~

EXHIBIT A

RESTRICTED PROPERTY

THOSE PORTIONS OF THE FOLLOWING LOTS AND AREAS ALL AS DEPICTED AS THE CONSERVATION EASEMENT AREA ON PAGE 2 OF THE PLAT OF SUBDIVISION FOR HUNT CLUB MEADOWS RECORDED ON JULY 6, 2005 IN THE OFFICE OF THE WILL COUNTY RECORDER OF DEED AS DOC NO. R2005111937, BEING A SUBDIVISION OF PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 35 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY ILLINOIS:

Lots 1, 7A, 8, 25 thru 34, inclusive, 38 thru 42, inclusive, 44, 45, 46; and,

Outlots A, B, 7A, 10, 15; and,

such other areas located in the Buckberry Lane, Pineprarie Drive and Hass Road and designated as Easements B, C, E, F, H, J, K, L and M, pursuant to said Plat.

UNDERLYING PIN: 08-02-200-002-0000

COMMON ADDRESS: Haas Road and 184th Place, Homer Glen, IL