

THIS DOCUMENT PREPARED BY
AND MAIL TO:

Henry S. Stillwell III
Rathje, Woodward, Dyer & Burt
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189

Recorded April 28, 1999
as Document No. 99053992

**FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
ADD-ON PROPERTY
RIVER BEND UNIT 3 SUBDIVISION**

THIS FOURTH AMENDMENT TO DECLARATION ("Fourth Amendment"), is made and entered this ____ day of April, 1999, by HARRIS BANK NAPERVILLE, as Trustee under Trust Agreement dated July 4, 1994, and known as Trust Number 5557 ("Declarant").

WITNESSETH:

WHEREAS, Declarant caused a certain Declaration of Covenants, Restrictions, and Easements, River Bend Unit 1 Subdivision, to be recorded in Will County, Illinois on March 2, 1995, as Document Number R95-013594 ("Declaration"); and

WHEREAS, Declarant amended the Declaration pursuant to that certain First Amendment to Declaration of Covenants, Restrictions and Easements, River Bend Unit 1 Subdivision, dated March 7, 1995, recorded March 15, 1995 as Document Number R95-016187 in Will County, Illinois ("First Amendment"); and

WHEREAS, Declarant amended the Declaration pursuant to that certain Second Amendment to Declaration of Covenants, Restrictions and Easements, Add-On Property, River Bend Unit 2 Subdivision, dated June 10, 1996, recorded June 26, 1996 as Document Number R96-056972 in Will County, Illinois ("Second Amendment"); and

WHEREAS, Declarant amended the Declaration pursuant to that certain Third Amendment to Declaration of Covenants, Restrictions and Easements, River Bend Units 1 and 2 Subdivision, dated February 21, 1997, recorded March 18, 1997 as Document Number R97-022214 in Will County, Illinois ("Third Amendment"); and

WHEREAS, Article VIII of the Declaration provides for the authority of Declarant to from time to time add additional real property to the Declaration, and submit all or any portion of the Add-On Property, as defined in the Declaration, to the Declaration to be bound by the terms and provisions thereof; and

WHEREAS, Declarant is the legal owner of fee title to a portion of the real estate legally described in Exhibit "A" attached hereto ("River Bend Unit 3") and the balance of said real estate is owned by persons who have previously agreed to subject River Bend Unit 3 to the Declaration, as amended.; and

WHEREAS, Declarant is desirous of adding River Bend Unit 3 to the Declaration and submitting the same to the terms and provisions thereof, subject to such additional covenants and restrictions as are hereinafter set forth; and

WHEREAS, Declarant desires and intends that the several owners, mortgagees, occupants, and other persons acquiring any interest in River Bend Unit 3, or in any portion thereof, shall at all times hold their interest subject to the rights, priorities, easements, covenants, conditions, restrictions, liens, and charges as set forth in the Declaration, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, all of which are declared to be in furtherance of a plan to promote and protect the attributes of River Bend Unit 3 for the use and enjoyment of the residents and owners thereof, and each of which shall inure to the benefit of and pass with River Bend Unit 3, and each and every parcel thereof.

NOW, THEREFORE, Declarant hereby declares that River Bend Unit 3 is, and shall be held, transferred, sold, conveyed, and occupied subject to the conditions, covenants, restrictions, easements, charges and liens as set forth in the Declaration, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment, all as set forth and incorporated herein, sometimes hereinafter collectively referred to as "Covenants".

ARTICLE I

ADD-ON PROPERTY SUBJECT TO DECLARATION

That portion of the Add-On Property as defined in the Declaration which is, and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment is located in the Village of Bolingbrook, County of Will, State of Illinois, and is legally described in Exhibit "A" attached hereto.

ARTICLE II

AMENDMENT TO SUBJECT PROPERTY

The definition of the "Subject Property" as set forth in Article I and Article II of the Declaration is hereby amended to include River Bend Unit 3 as legally described in Exhibit "A" attached hereto. All references to the Subject Property throughout the Declaration, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment shall hereafter be deemed to include River Bend Unit 3, without limitation to or exclusion of the real estate otherwise included within the Subject Property as defined in the Declaration. All of the terms and provisions of the Declaration, as amended by the First Amendment, Second Amendment and Third Amendment, shall, upon the recordation of this Fourth Amendment, automatically become binding upon and constitute covenants running with River Bend Unit 3 and each of the subdivided lots contained therein, and shall be deemed incorporated herein by reference as though fully set forth herein.

ARTICLE III

EASEMENTS

Section 1. Public Utility, Drainage and Storm Water Retention Easements.

Pursuant to the Final Plat for River Bend Unit 3, recorded in Will County, Illinois, the 19th day of November, 1997 as Document Number R97-102710, Declarant has granted certain easements for public utilities, drainage and storm water detention to the Village and other named common carriers and franchisees of the Village. Said easements are identified by dashed lines on the River Bend Unit 3 Final Plat, with designations of "U.E.", "D.E." and similar nomenclature. Pursuant to said easements, the Village and other parties benefitted thereby shall have the perpetual right, privilege and authority to utilize the easement premises in the manner set forth on the River Bend Unit 3 Final Plat, and each owner of a lot within River Bend Unit 3 shall maintain the easement premises located on his lot and keep the same clear of unpermitted obstructions, all as specified on and required under the Final Plat for River Bend Unit 3.

Section 2. Easements to Run with Land. All easements and rights on or with respect to any lot within River Bend Unit 3 are easements appurtenant to and running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on Declarant, the Village, and any owner, occupant, purchaser, mortgagee, and other person having an interest in any lot upon which such easement is located, and its or his heirs, grantees, successors, and assigns.

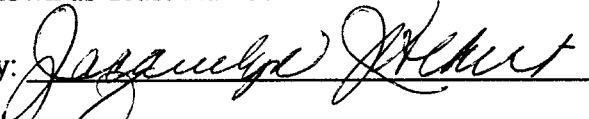
ARTICLE IV**GENERAL PROVISIONS**

Section 1. Defined Terms. All defined terms contained in the Declaration, as amended by the First Amendment, Second Amendment and Third Amendment, shall have the same meaning when utilized in this Fourth Amendment, except as otherwise provided herein.

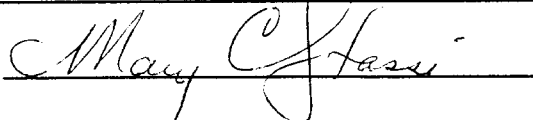
Section 2. Continuity of Documents. In all respects, the terms and provisions of the Declaration, First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment, shall apply with equal force and effect to the Subject Property, as that term has been redefined under the provisions of this Fourth Amendment, except to the extent otherwise expressly provided in any of said documents. The Declaration, First Amendment, Second Amendment and Third Amendment shall remain in force and effect in accordance with the terms and provisions therein contained, as amended by this Fourth Amendment.

IN WITNESS WHEREOF, Declarant has caused this instrument to be executed, acknowledge, and attested by its undersigned, duly authorized officers on the day and date first above written.

HARRIS BANK NAPERVILLE, as Trustee
under Trust Agreement dated July 4, 1994 and
known as Trust Number 5557

By: 

Title: Jacquelyn J. Volkert, V.P. & Trust Officer

Attest: 

Title: Mary C. Stassi, Investment Officer

**SUBJECT TO EXCULPATORY
RIDER ATTACHED**

EXCULPATORY RIDER

This instrument is executed by the Harris Bank Naperville as Trustee under the provisions of a Trust Agreement dated July 4, 1994, and known as Trust no. 5557, not personally, but solely as Trustee aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. This instrument is executed and delivered by the Trust solely in the exercise of the powers expressly conferred upon the Trustee under the Trust and upon the written direction of the beneficiaries and/or holders of the power of direction of said Trust and Harris Bank Naperville warrants that it possesses full power and authority to execute this instrument. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of the trustee while in form purporting to be the said representations, warranties, covenants, undertakings and agreements of said Trustee are each and every one of them not made with the intention of binding Harris Bank Naperville in its individual capacity, but are made and intended solely for the purpose of binding only that portion of the Trust property specifically described herein. No personal liability or personal responsibility is assumed by or nor shall at any time be asserted or enforceable against the Harris Bank Naperville on account of any representations, Warranties, (including but not limited to any representations and/or warranties in regards to potential and/or existant Hazardous Waste) covenants, undertakings and agreements contained in the instrument, (including but not limited to any indebtedness accruing plus interest hereunder) either express or implied or arising in any way out of the transaction in connection with which this instrument is executed, all such personal liability or responsibility, if any, being expressly waived and released, and any liability (including any and all liability for any violation under the Federal and/or State Environmental or Hazardous Waste laws) hereunder being specifically limited to the Trust assets, if any, securing this instrument. Any provision of this instrument referring to a right of any person to be indemnified or held harmless, or reimbursed by the Trustee for any costs, claims, losses, fines, penalties, damages, costs of any nature including attorney's fees and expenses, arising in any way out of the execution of this instrument or in connection thereto are expressly waived and released by all parties to and parties claiming, under this instrument. Any person claiming or any provision of this instrument referring to a right to be held harmless, indemnified or reimbursed for any and all costs, losses and expenses of any nature, in connection with the execution of this instrument, shall be construed as only a right of redemption out of the assets of the Trust. Notwithstanding anything in this instrument contained, in the event of any conflict between the body of this exoneration and the body of this instrument, the provisions of this paragraph shall control. Trustee being fully exempted, nothing herein contained shall limit the right of any party to enforce the personal liability of any other party to this instrument.

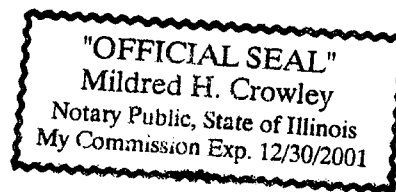
STATE OF ILLINOIS)
)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
HEREBY CERTIFY, that the above named Jacquelyn J. Volkert, V.P. & Trust Officer
And Mary C. Stassi, Investment Officer of HARRIS BANK NAPERVILLE, as Trustee
under Trust Agreement dated July 4, 1994 and known as Trust No. 5557 ("Trustee")
personally known to me to be the same persons whose names are subscribed to the
foregoing instrument as their own free and voluntary act and as the free and voluntary act
of Trustee for the uses and purposes therein set forth and the said Investment Officer
then and there acknowledged that said Mary C. Stassi, Investment Officer
as custodian of the corporate seal of Trustee, caused the corporate seal of Trustee to be
affixed to said instrument as said her own free and voluntary act and as the free and
voluntary act of said corporation as said Trustee, for the uses and purposed therein set
forth.

Given under my hand and seal this 27th day of April, 1999.

Mildred H. Crowley
NOTARY PUBLIC

My commission expires: 12/30/2001



MORTGAGEE CONSENT

This Fourth Amendment is hereby consented to on the date first above written by Harris Bank Naperville, in its capacity as mortgagee of record against portions of River Bend Unit 3.

HARRIS BANK NAPERVILLE

By: Keith Bachman Sr VP

Title: SR. VICE PRESIDENT

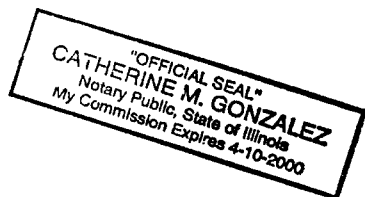
Attest: Colin Benton

Title: VICE PRESIDENT

STATE OF ILLINOIS)
) SS
 COUNTY OF DUPAGE)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO
 HEREBY CERTIFY, that the above named Keith Beckmen,
SA Vice President and Patrick Benton,
Vice President of HARRIS BANK NAPERVILLE, as Trustee under Trust
 Agreement dated July 4, 1994 and known as Trust No. 5557 ("Trustee") personally known to me
 to be the same persons whose names are subscribed to the foregoing instrument as such
 _____ and _____ respectively, appeared before me this
 day in person and acknowledged that they signed and delivered the said instrument as their own
 free and voluntary act and as the free and voluntary act of Trustee for the uses and purposes
 therein set forth, and the said _____ then and there acknowledged that said
 _____ as custodian of the corporate seal of Trustee, caused the corporate seal of
 Trustee to be affixed to said instrument as said _____ own free and voluntary act
 and as the free and voluntary act of said corporation as said Trustee, for the uses and purposes
 therein set forth.

Given under my hand and seal this 27th day of April, 1999.



Catherine M. Gonzalez
 NOTARY PUBLIC

SCHEDULE OF EXHIBITS

Exhibit "A":

Legal Description of River Bend Unit 3

EXHIBIT "A"**LEGAL DESCRIPTION OF
RIVER BEND UNIT 3**

LOTS 183 THROUGH 200, INCLUSIVE, AND LOTS 204 THROUGH 241, INCLUSIVE, IN RIVER BEND UNIT 3 BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 12 AND THE NORTH HALF OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF BOLINGBROOK, WILL COUNTY, ILLINOIS.

PIN NOS. 01-13-111-001 through 021
 01-13-112-001 through 011
 01-13-113-001 through 003
 01-13-209-010 through 017
 01-13-210-007 through 013
 01-13-221-007 through 014
 01-13-223-001 through 003