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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRIDGEVIEW CREEK OWNERS ASSOCIATION

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRIDGEVIEW CREEK

This Amended and Restated Declaration is made this 20th day of May, 2008 by the Bridgeview Creek Owners Association pursuant to Article XI, Section 3 of the Declaration which provides that the Association may amend the Declaration upon two-thirds (2/3) vote of the owners.

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the Bridgeview Creek Owners Association, its successors and assigns, which is hereby established by this Declaration. The Association shall be the governing body for all of the Owners with respect to the administration, maintenance, repair and replacement of the portions of the property and Common Property as provided by this Declaration and By-Laws; and said Association shall be the legal representative for all matters and claims relating directly or indirectly to the Common Property or matters of common interest for the Property to all Owners. A copy of the initial By-Laws of the Association is attached hereto and made a part hereof as Exhibit "A" and by reference incorporated herein as if fully set forth.

Each owner shall automatically become and be a Member of the Association so long as he continues as an Owner. Upon the termination of the interest of an Owner, his membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding him in interest.

Section 2. "Common Property" shall mean all real property and improvements, whether now constructed or to be constructed, being all the property except Lots 1 through 37, including, but not limited to, any landscaped areas, berms, swales, retaining walls, bushes and trees, private sidewalks, parking courts or entryway signage, the legal title to which is owned or maintained or hereafter owned and maintained by the Association and intended for the use and benefit of the Owners.

Section 3. "Declarant" shall mean First National Bank of Niles under a certain Trust Agreement dated July 12, 1993 and known as Trust Number 921, its successors, and assigns provided such successors or assigns acquire more than one undeveloped part of a Lot from Declarant for the purpose of development.

Section 4. "Lot" shall mean and refer to a planned Townhome Lot shown and designated as such upon any recorded subdivision plat of the

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property, and upon which Lot, one (1) individual Townhome is constructed or to be constructed.

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, parking area, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association, being the record Owner of a fee or undivided interest in any Lot, including contract sellers.

Section 7. "Mortgage" shall mean a conventional or government insured mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional or Government insured mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities own a fee simple title to any Lot which is a part of the property, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property herein described and such additions thereto as may be brought within the jurisdiction of the Association as herein provided.

Section 11. "Village" shall mean the Village of Palatine, Illinois, its successors and assigns.

Section 12. "Property" shall mean and refer to the real estate legally described in Exhibit "B" appended hereto and made a part hereof.

Section 13. "Declaration" shall mean the within instrument, together with those exhibits which are appended hereto and made a part hereof, and shall include such amendments, if any, to the within instrument as may be from time to time adopted pursuant to the terms hereof.

Section 14. "Developer" shall mean Bridgeview Development, Inc., an Illinois Corporation, its successors and assigns who are designated as such in writing by Developer and who consent in writing to assume the duties and obligations connected therewith.

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ARTICLE II MEMBERSHIP IN ASSOCIATION; VOTING RIGHTS

Every owner of a Lot shall be a member of the Association; membership shall be appurtenant to and may not be separated from ownership of a Lot. No owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association, or any of his obligations as such member. The Association shall have one class of voting members and each shall be entitled to one vote for each Lot (specifically one vote for each unit) owned. When more than one person holds an interest in a given Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any Lot (or unit) owned by a member.

ARTICLE III ASSESSMENTS

Section 1. Lien and personal obligation of assessments. Each owner of a Lot is hereby deemed to covenant by acceptance of the deed for such Lot, whether or not it shall be so expressed in the deed, to pay to the Association (1) annual assessments, paid monthly and (2) special assessments for capital improvements. Such assessments will be established and collected as herein provided. The annual and special assessments, together with interest, costs, and reasonable attorney fees, shall be a charge on the land and a continuing lien on each portion of a Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney fees shall also be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the improvement and maintenance of the common areas and of the homes situated within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the common area.
- (b) Acquisition of furnishings and equipment for the common area as may be determined by the Association.
- (c) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common area. The policy limits shall be set by the

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Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association.

- (d) Workmen's compensation insurance to the extent necessary to comply with applicable law, and any other insurance deemed necessary by the Board of Directors.
- (e) If determined by the Board of Directors, a standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- (f) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas for the benefit of Lot owners, or for the enforcement of these restrictions.

Section 3. Special assessments for capital improvements. In addition to the monthly assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the common area, or a Lot, including fixtures and personal property related thereto. Any such assessment must be approved by a majority of members.

Section 4. Notice and quorum for action authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 shall be sent to all members not less than fifteen (15) nor more than thirty (30) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each class of members, members who were not present in person or by proxy may give their assent in writing within ten (10) days after the date of such meeting.

Section 5. Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots.

Section 6. Commencement and collection of monthly assessments. The monthly assessments provided for herein shall commence as to all Lots on the first day following the conveyance of said Lot. The Board of Directors shall fix the amount of the monthly assessment against each Lot at least fifteen (15) days in advance of the due date thereof and shall fix the dates

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such amounts become due. Assessments are to be made payable monthly. Notice of the monthly assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessment against a specific Lot has been paid.

Section 7. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action in Forcible Entry and Detainer at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of the owner's Lot.

Section 8. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner of a Lot shall have a right and easement of enjoyment in and to the common area, which right shall be appurtenant to and shall pass with the title to such Lot, subject to the following rights of the Association:

(a) The right to dedicate or transfer all or part of the common area to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed on by the Owners. No such dedication or transfer shall be effective unless an instrument executed by 2/3 of the Owners agreeing to such dedication or transfer has been duly recorded.

(b) The right of the Association to establish and publish rules and regulations governing the use and enjoyment of the common area and/or other facilities affecting the welfare of the Association Members.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the By-Laws, each owner may delegate the right of enjoyment in and

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to the common areas and facilities to the members of the owner's family, and to guests, tenants, and invitees.

Section 3. Easements of Encroachment. There shall exist reciprocal appurtenant easements as between adjacent Lots and between each Lot and any portion or portions of the common area adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction, or alteration is in accordance with the terms of this Declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent Lots, and between each portion of a Lot and any adjacent portion of the common area, along a line perpendicular to such boundary at such point. No easement for encroachment shall exist as to any encroachment occurring due to the willful conduct of an owner.

Section 4. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision map. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each Lot and all improvements therein shall be continuously maintained by the owner of such Lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 5. Right of Entry. The Association, through its authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any Lot at any reasonable hour of the day to perform such maintenance as may be authorized herein.

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Section 6. No Partition. There shall be no judicial partition of the common area, nor shall any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

Section 7. Owner's Easement of Access. Every Owner shall have a right and easement of access to and from his Lot to the streets which adjoin his Lot and such easement shall be perpetual and appurtenant to and shall pass with the title to every assessed Lot.

ARTICLE V USE RESTRICTIONS

Section 1. Use Restrictions:

- a. Each Lot shall be used as a residence for a single family and for no other purpose.
- b. No business of any kind shall be conducted in/on any residence or lot, with the exception of any business allowed by Local Ordinance of the Village of Palatine.
- c. No noxious or offensive activity shall be carried on in or on any Lot.
- d. No sign of any kind shall be displayed to public view on a Lot or the common area without the prior written consent of the Association, except customary name and address signs.
- e. Nothing shall be done or kept on a Lot or on the common area that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner shall permit anything to be done or kept on the owner's Lot or the common area that would result in the cancellation of insurance on any residence or on any part of the common area, or which would be in violation of any law.
- f. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of a Lot or on the common area. However, dogs, cats, and other household pets may be kept on Lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.

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- g. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any Lot or on the common area except in sanitary containers located in appropriate areas concealed from public view.
- h. No fence, hedge, wall, or other dividing instrumentality over six feet in height measured from the ground on which it stands shall be constructed or maintained on any Lot.
- i. No outbuilding, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence either temporarily or permanently.
- j. Nothing shall be altered in, constructed on, or removed from the common area except on the written consent of the Association.

Section 2. Leasing Units:

- a. In order to maintain the quality of life and property values, the objective of the Association is to promote and encourage Unit Owners to reside on the premises. Following the effective date of this Amendment and subject to the provisions contained herein, at no time shall there be more than four (4) total units leased. All owners desiring to lease their Unit must follow the procedures as set forth herein.
- b. Any Unit Owner properly leasing their unit as of the effective date of this Amendment shall be "grandfathered" and allowed to continue to lease their unit until the sale or transfer of ownership of the unit. At that time, the new Owner(s) shall be immediately subject to the lease restrictions contained herein. "Grandfathered" leased units shall count toward the maximum number of rental units allowed herein.
- c. Any owner desiring to lease their Unit or leasing to a new tenant must notify the Board prior to entering into a lease agreement. All leases must be in writing and for a term of not less than one year or more than two (2) years without the Board's prior written approval. A lease must be for the entire unit (no renting of individual bedrooms or rooms). All leases must also contain a provision that failure by the tenant or the Unit Owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the

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Board of Directors. Copies of all leases must be submitted to the Board within ten (10) days after execution and prior to occupancy, whichever is sooner.

- d. The Board shall promptly review the proposed lease agreement in order to verify that it complies with the standards as set forth herein.
- e. In the event that four (4) or more units are leased at the time the Board receives an application, the applicant must request, in writing, to be added to a waiting list to be maintained by the Board or the managing agent.
- f. Once a leased Unit reverts to resident-owner status, the unit owner on the waiting list for the longest period of time shall have the first opportunity to lease their unit.
- g. After the effective date of this Amendment, no additional Units, or interest therein, shall be leased by a Unit Owner unless they comply with the aforesaid standards.
- h. In the event that four (4) or more units are leased at the time the Board receives an application, a Unit Owner may apply for a one year hardship waiver in the following manner:
 - i. The Unit Owner must submit a request in writing to the Board of Directors requesting a one year hardship waiver of the lease restriction setting forth the reasons why they are entitled to same.
 - ii. If, based on the data supplied to the Board of Directors by the Unit Owner, the Board finds in its sole discretion that a reasonable hardship exists, the Board may grant a one year waiver. All decisions of the Board shall be final.
 - iii. All tenants shall acknowledge in writing that they have received copies of the rules and regulations of the Association and a copy of the written receipt shall be submitted to the Board of Directors.
 - iv. In the event an Owner has been granted hardship status, they must re-apply within thirty

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- (30) days of the expiration of each hardship period if they wish to request an extension.
- v. A leased unit authorized under this hardship provision shall not be included in the maximum number of leased units allowed.
 - i. Any Unit being leased out in violation of this Amendment or any Owner found to be in violation of the Rules and Regulations adopted by the Board of Directors may be subject to a flat or daily fine to be determined by the Board of Directors upon notice and an opportunity to be heard.
 - j. In addition to the authority to levy fines against the Owner for violation of this Amendment or any other provision of the Declaration, By-Laws or Rules and Regulations, the Board shall have all rights and remedies, including but not limited to the right to maintain an action for possession against the Owner and/or their tenant, under 735 ILCS 5/9-111, an action for injunctive and other equitable relief, or an action at law for damages.
 - k. Any action brought on behalf of the Association and/or the Board of Directors to enforce this Amendment shall subject the Owner to the payment of all costs and attorneys' fees at the time they are incurred by the Association.
 - l. All unpaid charges as a result of the foregoing shall be deemed to be a lien against the Unit and collectible as any other unpaid regular or special assessment, including late fees and interest on the unpaid balance.
 - m. This Amendment shall not prohibit the Board from leasing any Unit owned by the Association or any Unit which the Association has been issued an Order of Possession by the Circuit Court of Cook County.

ARTICLE VI INSURANCE/CONDEMNATION

Section 1 Association Insurance. The Owner of each Townhome shall at all times maintain in full force and effect an all risk broad form homeowner's insurance policy insuring the Owner's respective Townhome Unit. Each such policy shall provide coverage for the full replacement cost of the Unit including the building structure. The Association shall be named as an additional insured in all such insurance policies and each such policy shall provide for at least thirty (30) days notice to the Association before it may be cancelled. The

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Association shall also have the right to periodically conduct, or have conducted, appraisals of Townhome Units to determine the full replacement cost of each and to require that each Owner maintain insurance coverage consistent with the results of such appraisals. Each Unit Owner will be responsible for providing the Board with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance company providing the coverage.

In the event an Owner fails to maintain the necessary homeowner's insurance policy, the Board shall have the right to obtain insurance for the Townhome Unit exclusive of interior additions, improvements and decorating made to the Townhome by the Owner, against loss or damage by fire and such other hazards as the Board may deem desirable for the full insurable replacement cost of the Townhome Unit. Such insurance shall be written in the name of, and the proceeds thereof, shall be payable to the Association, as the trustee for each of the Owners and the Mortgagees. The policy of insurance shall also contain an endorsement waiving subrogation rights by the insurer against individual Owners, if available. Premiums for such insurance shall be charged to the Townhome Owner.

Section 2 Damage. The Owner or Owners of Townhome Units damaged or destroyed shall repair, restore or rebuild such Units. All such repairs, restoration or rebuilding shall be carried out in accordance with plans and specifications applicable to each such Unit prior to the damage or destruction. All such work must be approved by the Board, and shall be performed under such supervision and direction as the Board shall deem appropriate. The Owner or Owners of each Townhome Unit which has been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

Section 3 Liability Insurance. The Board shall also have the authority to and shall obtain comprehensive public liability and directors and officers liability insurance covering the Board, its officers and committee members in such limits as it shall deem desirable, and workmen's compensation insurance and other liability insurance as it may deem desirable, insuring each Owner, Mortgagee, the Association, its officers, Board and employees, as the case may be, from liability in connection with the Development. The Owners shall be included as additional insureds but only with respect to that portion of the Premises not reserved for their exclusive use. Premiums for such insurance shall be borne by the Association. The Board shall also have the authority to and may obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable and the premiums therefor shall be borne by the Association.

Section 4 Insurance By Owners. In addition to the insurance coverage required by Section 7.01, each Owner shall be responsible for their own insurance on the contents of their respective Townhome, additions and

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improvements thereto, any decorating and furnishings and personal property therein, and their personal property stored elsewhere in the Development, and for their personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided.

(a) All Owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or their guests, residents, or invitees, or regardless of any negligence, damages originating from the unit. Limits of liability of at least \$300,000 are required. The personal liability of the Owner must include coverage for the deductible of the Owner whose unit was damaged, any damage not covered by insurance required pursuant to this provision, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.

(b) Each Owner will be responsible for providing the Board with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.

(c) In the event the Owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the Association as set forth above, the Board may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the Owner.

(d) In no event shall the Board be liable to any Owner or other person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

Section 5 Subrogation And Waiver. Each Owner agrees to a waiver of subrogation provision in any of the foregoing policies obtained and maintained by the Board, and further agrees to execute evidence thereof at the request of the Board or any insurer. Each Owner hereby waives and releases any and all claims which they may have against any other Owner, the Association, its officers, members of the Board and their respective Townhomes Units, or to any personal property located in the Development Area of Townhomes, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance carried to cover the loss or which is the responsibility of the Owners to carry hereunder.

Section 6 Condemnation. In the case of a taking or condemnation by competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together

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with any Common Area Capital Reserve being held for such part of the Common Area shall, in the discretion of the Board, 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 Association 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 Association and recorded.

Section 7 Repair Or Reconstruction.

(a) In the case of damage by fire or other disaster to a portion of the Property (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Owner or Owners to repair or reconstruct the Damaged Improvement as required in Section 7.02.

(b) In the event that the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement or the Damaged Improvement cannot be reconstructed as originally designed and built because it then would not conform to applicable zoning laws, ordinances or regulations, the following procedure shall be followed:

(1) A meeting of the Owners shall be held not later than the first to occur of (i) the expiration of thirty (30) days after the final adjustment of the insurance claims or (ii) the expiration of ninety (90) days after the occurrence which caused the damage.

(2) At the meeting, the Board shall present an estimate of the cost of repair or reconstruction of the Damaged Improvement, together with an estimate of the amount thereof which must be raised by way of special assessment and a proposed schedule for the collection of a special assessment to pay the excess cost.

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

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(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement, then the Board may, with the consent of Owners representing seventy-five percent (75%) of the Undivided Interests of the Townhomes and seventy-five percent (75%) of First Mortgagees (by number), amend this Declaration to withdraw some or all of the damaged portion of the Property from the Declaration. If a portion of the Property is withdrawn from the Declaration, then the amendment shall provide that the portion of the Property which is so withdrawn shall be owned by the Owners of Townhomes as tenants-in-common. The payment of just compensation or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, on an equitable basis, determined by the Voting Members as provided herein. From and after the effective date of the removal of a portion or all of a Townhome from the Property pursuant to this Subsection, the Owner of the Townhome shall only be liable for the payment of assessments, if any, then allocated to the Townhome.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and in accordance with applicable zoning laws, ordinances or regulations, and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the Damaged Improvement as originally constructed.

(d) If the Damaged Improvement is not repaired or reconstructed, then it shall be razed or secured and otherwise maintained in conformance with the rules or standards adopted from time to time by the Board.

ARTICLE VII PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall built as a part of the original construction of the homes within the subdivision and placed on the dividing line between the portion of a Lot shall constitute a party wall and, to the extent not inconsistent with the provisions of this article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any owner who has used the wall may restore it, and if the other owners thereafter make use of the wall, they shall

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contribute to the cost of restoration in proportion to such use. This right of contribution shall be without prejudice to any right to call for a larger contribution under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions in this article, an owner who, by negligent or willful acts, causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution to Run With Land. The right of any owner to contribution from any other owner under this article shall run with the land, and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, such dispute shall be submitted to arbitration. Each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator. The decision of a majority of all the arbitrators shall bind the parties.

ARTICLE VIII COMMON AREA PARKING

Section 1. Ownership. Ownership of each Lot shall entitle the owner, his guests or invitees to the use of common area parking spaces as set forth on the plat of subdivision, subject to the provisions of this Article.

Section 2. Use. No owner of a Lot shall park, store, or keep any vehicle except wholly within the designated parking space or spaces, and no owner shall park, store, or keep any truck, camper, boat, trailer, storage container or aircraft, or any vehicle other than a private passenger vehicle on any uncovered parking space. More specifically, no truck, camper, boat, trailer, or aircraft, or any vehicle other than a private passenger vehicle may be parked on a driveway or in the common parking area. In no event shall any truck larger than a one half (1/2) ton pickup be parked, stored, or kept in any parking space. No owner of an uncovered parking area shall repair or restore any motor vehicle, boat, trailer, aircraft, or other vehicle on any Lot, or on common area, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. No owner shall park a vehicle on the driveway in such manner that such vehicle extends into the street. No Owner, his guest or invitee shall allow any vehicle to be parked in a common parking area more than two consecutive days without written permission of the Board of Directors.

ARTICLE IX GENERAL PROVISIONS

Section 1. Enforcement. The Association or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions,

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conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed waiver of the right to do so thereafter.

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

Section 3. Amendments. Covenants and restrictions of this Declaration may be amended by recording an instrument executed and acknowledged by not less than two thirds of each class of members. In addition, no amendment to sell or otherwise transfer any interest in the common property, other than to the Association, shall become effective without the consent of the Village of Palatine.

Section 4. Subordination. No breach of any of the conditions herein contained or re-entry by reason of such breach shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the subdivision or any portion of a Lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration. 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 Association or any member thereof for a period of twenty (20) years from the date hereof, and thereafter shall continue automatically in effect for additional periods of twenty (20) years, unless otherwise agreed to in writing by then owners of at least two thirds of the subdivision Lots.

Section 6. Additional Parcels. In the event additional parcels are incorporated into the subdivision, said parcels shall be annexed to the Association and all owners of any Lots or portions of Lots of said additional parcels shall be entitled to become members of the Association.

Section 7. Association Rules and Regulations. The Association, through the Resolutions of the Board, shall have the right to adopt rules and regulations governing the Lots, common property and the use thereof.

Section 8. Maintenance by Village. In the event the Association or the Owners fail to maintain the common area as defined in this Declaration, then the Village of Palatine shall have the right to maintain said common area and charge the costs thereof to the Association and the Owners, and the Village of Palatine shall have the right to place a lien upon the property subject to the terms and conditions of this Declaration in the amount of the cost expended by the Village of Palatine on behalf of the Association and the Owners. In the event the

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Association or the owners fail to reimburse the Village of Palatine for the cost and expense of said maintenance within five (5) days of notice thereof, interest shall accrue on said amount at the rate of ten percent (10%) per annum from the date in which such services were rendered until paid.

Section 9. Rights of the Village of Palatine.

(a) The property shall at all times conform to and be maintained in accordance with the ordinance and Development Plan approved by the Village of Palatine and as amended from time to time.

(b) All maintenance, repairs and replacements of the common elements shall be made in accordance with the provisions of this Declaration and the applicable requirements of the Village of Palatine.

(c) The Village of Palatine shall have the right to enter upon the property for the purpose of furnishing municipal or emergency services to the Unit Owners or the common elements and to enforce its traffic and other ordinances and regulations.

(f) Notwithstanding any other provision of this Declaration, the provisions of Article IX, Sections 8 and 9 may not be altered, amended or deleted without the written consent of the Village of Palatine.

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Exhibit "A"

BY-LAWS OF BRIDGEVIEW CREEK ASSOCIATION

ARTICLE I. NAME AND LOCATION

The name of the Association is Bridgeview Creek Owners Association and the office of the Association shall be located at Palatine Illinois, but meetings of members and directors may be held at such places within the State of Illinois as may be designated by the Board of Directors.

ARTICLE II. DEFINITIONS

The terms and definitions as stated in Article I of the Declaration of Covenants, Conditions and Restrictions of Bridgeview Creek to which these By-Laws have been appended as an exhibit, shall apply to these By-Laws to the extent such terms are defined therein.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual Meetings. Annual meetings of members shall be held on the same day of the month of each year thereafter at the hour of 7:00 P.M. If the day for the annual meeting of members is a legal holiday, the meeting will be held at the same hour on the next following day that is not a legal holiday.

Section 2. Special Meetings. Special meetings of members may be called at any time by the president or by the Board of Directors, or on written request of one member or a group of members entitled to vote one third of all votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 but not more than 30 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of receiving notice. Such notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

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Section 4. Quorum. The presence, in person or by proxy, at any meeting of the Voting Members (without regard to their number) of twenty percent (20%) of the total votes, shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Declaration or these By-Laws. If a quorum is not present at any meeting, a majority of the members present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by the owner of a Lot.

ARTICLE IV. BOARD OF DIRECTORS TERM OF OFFICE; REMOVAL

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three directors, who shall be members of the Association. Until the first annual meeting, the Board shall consist of three directors designated by the Declarant.

Section 2. Term of Office. At the initial meeting of Unit Owners following the effective date of this Amendment, the Unit Owners shall elect the Board consisting of three (3) members. The two (2) candidates receiving the highest number of votes shall serve two (2) year terms each. The candidate receiving the next highest number of votes shall serve a one (1) year term. In all elections for members of the Board, each Unit Owner shall be entitled to vote on a non-cumulative voting basis. The election and term of office as between candidates receiving the same number of votes shall be determined by lot. Upon the expiration of the terms of office of the Board Members, successors shall be elected for a term of two (2) years each. Board members are permitted to succeed themselves in office. The voting members having at least three-fourths (3/4) of the total votes may from time to time increase or decrease such number of persons on the Board or may increase the term of office of Board members at any annual or special meeting, provided that such number shall not be less than three (3) and that the term of at least one (1) of the persons on the Board shall expire annually.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

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Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5. Board's Determination Binding. All matters of dispute or disagreement between owners or with respect to interpretation or application of the provisions of the Declaration or these by-laws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all owners.

Section 6. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V. BOARD OF DIRECTORS NOMINATION AND ELECTION

Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI. BOARD OF DIRECTORS MEETINGS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at least four times annually, at such place and hour as may be fixed from time to time by resolution of the Board. In the event the regular date for a meeting falls on a legal holiday, such meeting shall be held at the same time on the next following day that is not a legal holiday. The Board shall:

(a) Adopt and publish rules and regulations governing the use of the common areas and facilities including the personal conduct of the members and their guests thereon; and to establish penalties for infractions of such rules and regulations.

(b) Exercise on behalf of the Association all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Declaration or by other provisions of these By-Laws;

(c) Declare the office of a member of the Board of Directors to be vacant in the event that such member is absent

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from three consecutive regular meetings of the Board of Directors;
and

(d) Employ a manager, independent contractors, and such other employees as deemed necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting;

(b) Supervise all officers, agents, and employees of the Association and see to it that their duties are properly performed;

(c) As more fully provided in the Declaration:

(1) Fix the amount of the annual assessment against each part of a Lot at least 30 days in advance of each annual assessment period;

(2) Send written notice of each assessment to every owner subject thereto at least 30 days in advance of each annual assessment period; and

(3) Foreclose the lien against any property or initiate a Forcible Entry and Detainer Action for which assessments are not paid within 30 days after the due date, or bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, on demand by any person, a certificate setting forth whether or not any assessment has been paid. A statement in a certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

(e) Procure and maintain adequate liability and hazard insurance on all property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) Cause the common area to be maintained.

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ARTICLE VII. LIABILITY OF THE BOARD AND OFFICERS

The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board Members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Owners unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration. The liability of any Owner arising out of such contract made by the Board, officers or out of the aforesaid indemnity in favor of the members of the Board or officers, to the extent not covered by insurance, shall be limited to a proportionate share of the total liability thereunder.

ARTICLE VIII. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president and vice president, who shall at all times be members of the Board of Directors, and a secretary, treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 3. Term. The officers of the Association shall be elected annually by the Board. Each shall hold office for a term of one (1) years unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs in the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board, from time to time, may determine.

Section 5. Resignation and Removal. Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer replaced.

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Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other instruments, and shall cosign all checks and promissory notes.

(b) **Vice President.** The vice president shall act in the place of the president in the event of the president's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by the Board or by law.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; shall cause an annual audit of the Association books to be made by a certified public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

ARTICLE IX. COMMITTEES

The Association shall appoint a maintenance committee, as provided in the Declaration, and nominating committee as provided in Article V of these By-Laws. In addition, the Board of Directors may appoint such other committees as it may deem appropriate in the performance of its duties.

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ARTICLE X. ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien on the property against which such assessments are made. Any assessments that are not paid when due are considered delinquent. If an assessment is not paid within 30 days after the due date, the assessment bears late fees or interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action in Forcible Entry and Detainer at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. Interest, costs, and reasonable attorney fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by nonuse of the common area or abandonment of the Lot.

ARTICLE XI. BOOKS AND RECORDS; INSPECTION

The books, records, papers of the Association, shall be subject to inspection by any member during ordinary business hours. The Declaration, articles of incorporation, and By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE XII. CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words "Bridgeview Creek Association".

ARTICLE XIII. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the date the first Board is elected or created and shall end on December 31st of that year.

ARTICLE XIV. AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of members, by vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XV. CONFLICTS

In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

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APPROVED THIS 20th DAY OF May, 2008

Bridgeview Creek Owners Association

Karen Greenland

Karen Greenland

John Bennett

John Bennett

Julia Georgi

Julia Georgi

Being the Board of Directors of the
Bridgeview Creek Owners Association

Property of Cook County Clerk's Office

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Exhibit "B"

Legal Description of the Property

Lots 1 through 45 in Bridgeview Creek Subdivision, being a subdivision of part of the East 1/2 of the Southwest 1/4 of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 10, 1994 as Document No. 94-026962, in the Village of Palatine, Cook County, Illinois.

Address	PIN Number
48 Bridgeview St	02-15-304-047-0000
52 Bridgeview St	02-15-304-048-0000
56 Bridgeview St	02-15-304-049-0000
66 Bridgeview St	02-15-304-050-0000
70 Bridgeview St	02-15-304-051-0000
559 Bridgeview Ct	02-15-304-052-0000
563 Bridgeview Ct	02-15-304-053-0000
567 Bridgeview Ct	02-15-304-054-0000
573 Bridgeview Ct	02-15-304-055-0000
577 Bridgeview Ct	02-15-304-056-0000
581 Bridgeview Ct	02-15-304-057-0000
578 Bridgeview Ct	02-15-304-058-0000
574 Bridgeview Ct	02-15-304-059-0000
570 Bridgeview Ct	02-15-304-060-0000
566 Bridgeview Ct	02-15-304-061-0000
558 Bridgeview Ct	02-15-304-062-0000
554 Bridgeview Ct	02-15-304-063-0000
550 Bridgeview Ct	02-15-304-064-0000
546 Bridgeview Ct	02-15-304-065-0000
542 Bridgeview Ct	02-15-304-066-0000
536 Bridgeview Ct	02-15-304-067-0000
532 Bridgeview Ct	02-15-304-068-0000
528 Bridgeview Ct	02-15-304-069-0000
524 Bridgeview Ct	02-15-304-070-0000
520 Bridgeview Ct	02-15-304-071-0000
79 Bridgeview St	02-15-304-072-0000
75 Bridgeview St	02-15-304-073-0000
71 Bridgeview St	02-15-304-074-0000
67 Bridgeview St	02-15-304-075-0000
63 Bridgeview St	02-15-304-076-0000
59 Bridgeview St	02-15-304-077-0000

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55 Bridgeview St	02-15-304-078-0000
49 Bridgeview St	02-15-304-079-0000
45 Bridgeview St	02-15-304-080-0000
41 Bridgeview St	02-15-304-081-0000
11 Bridgeview St	02-15-304-084-0000
51 Bridgeview St	02-15-304-085-0000
578 Bridgeview Ct	02-15-304-086-0000
541 Bridgeview Ct	02-15-304-087-0000
40 Bridgeview St	02-15-304-088-0000
21 Bridgeview St	02-15-304-089-0000
30 Bridgeview St	02-15-304-091-0000
11 Bridgeview St	02-15-304-099-0000
7 Bridgeview St	02-15-304-100-0000

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EXHIBIT "C"

CERTIFICATION AS TO UNIT OWNER APPROVAL

I, JULIA GEORGI, do hereby certify that I am the duly elected and qualified secretary for Bridgeview Creek Owners Association, and as such Secretary, I am the keeper of the books and records of the Association.

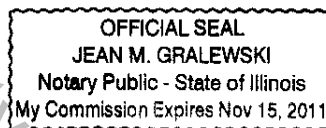
I further certify that the attached Amended and Restated Declaration for Bridgeview Creek, was duly approved by two-thirds (2/3) of the owners, in accordance with the provisions of the Declaration.

Julia Georgi
Secretary

Subscribed and Sworn to before me this 20 day of May, 2009.

Jean M. Gralewski
Notary Public

My Commission Expires: 11/15/2011



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2/24/08

BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Pauline M. Bertoc

Property Address:

11 N. Bridgeway, Unit #
Galatone, IL 60067

If you do not agree this document should be adopted, please tell us why.

home address: 1694 Palmside Lane
Gurnee, IL 60067

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Sung T. Kwak

Property Address: 41 N. Bridgeview St, Unit # 41
Palatine, IL 60067

If you do not agree this document should be adopted, please tell us why.

Property of Cook County Clerk's Office

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Joseph Ynes

Property Address: 45 N. Bridgeview Jr., Unit # _____

If you do not agree this document should be adopted, please tell us why.

Property of Cook County Clerk's Office

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Karen Greenland

Property Address: 49 N. Bridgeview St, Unit # _____

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

 X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

SARINA CULLITON *[Signature]*

Property Address: 50 N BRIDGEVIEW ST, Unit #
PALATINE IL 60067

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

JANICE Durphy

Property Address: 59 N. Bridgeview, Unit #
PALATINE, IL

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Ralph J. [Signature]

Property Address:

63 N. BRIDGE, Unit #
PARADISE IS 60067 VIEW

If you do not agree this document should be adopted, please tell us why.

no comment

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Sang Pyo J.

Property Address: 170 N Bridgeview St, Unit # 70
Palatine IL 60067

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

X I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Laura Weber & Jeff Hampton

Property Address: Bridgeview St, Unit # 71

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Julia & Jason George

Property Address: 79 N. Bridgview St, Unit # _____

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association: 454187.1 DATED 1/29/2008

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Kenn West / Barbara West 2/11/2008

Property Address: 520 W. BRIDGEVIEW COURT, Unit # 520
PALATKA, IL 60067

If you do not agree this document should be adopted, please tell us why.

IN MY OPINION THIS IS A POOR EXAMPLE OF A
PROXY STATEMENT. ① IT DID NOT REFERENCE THE DOCUMENT #
AND DATE. ② AS JOINT OWNERS I BELIEVE MY WIFE AND I BOTH
MUST SIGN IT. ③ IT SHOULD REQUIRE A SIGNATURE DATE.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Elise Giznik *Elise Giznik*

Property Address: 528 W. Bridge View, Unit # Palatine IL 60067

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION


BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

 ✓ I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

 JOSEPH E. KUNZEL 

Property Address: 542 W. BRIDGEVIEW CT , Unit #
 PALATKA IL 60067

If you do not agree this document should be adopted, please tell us why.

Property of Cook County Clerk's Office

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Henry Dominick and Gayle Dominick

Property Address: 546 W. Bridgeview Ct, Unit #
PALMINE IL 60067

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Phillip Leach Phil Jun

Property Address:

550 West Bridgeview Ct Unit # 550
Palatine IL 60067

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Theresa Cristenon

Property Address:

554 W. Bridgeview, Unit #
Palmdale, CA 93550

If you do not agree this document should be adopted, please tell us why.

UNOFFICIAL COPY

BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Thomas M MAGNUS

Property Address: 559 WEST BRIDGEVIEW, Unit # _____
PALATINE IL

If you do not agree this document should be adopted, please tell us why.

Property of Cook County Clerk's Office

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Stacy Carsley

Property Address: 563 W Bridgeview Ct, Unit #
Faltone IL 60007

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Robert Simonelli Marian Simonelli

Property Address: 566 W BRIDGEVIEW CT, Unit # —
PALATINE, IL 60067

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Thomas A. Swartz

Property Address: 567 W. BRIDGEVIEW CT., Unit #

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

 ✓ I AGREE THE DOCUMENT SHOULD BE ADOPTED.

 I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

 Elaine Dean

Property Address: 570 Bridgeview Ct , Unit #
 Palatine, IL

If you do not agree this document should be adopted, please tell us why.

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Ben D. Knight

Property Address: 573 W BRIDGEVIEW CT, Unit # _____

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

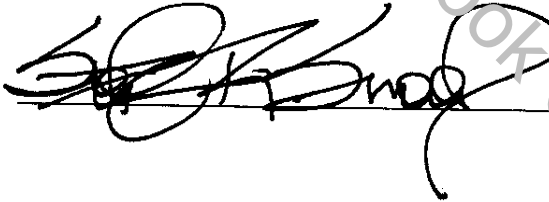
BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:



Property Address: 577 W. BRIDGEVIEW CT Unit # _____
PALATINE, ILLINOIS 60067

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

JOHN & MARY JO BENNETT

Property Address: 578 W. BRIDGEVIEW COURT, Unit # 578
PALATINE, ILLINOIS 60067

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BRIDGEVIEW CREEK OWNERS ASSOCIATION

BALLOT

Regarding the proposed Amended and Restated Declaration for Bridgeview Creek Owners Association:

I AGREE THE DOCUMENT SHOULD BE ADOPTED.

I DO NOT AGREE THE DOCUMENT SHOULD BE ADOPTED.

OWNER:

Cindy Jany

Property Address: 581 W. Bridgeview, Unit #

If you do not agree this document should be adopted, please tell us why.

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