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**FIRST AMENDMENT OF
DECLARATION FOR
BELLA STRADA
TOWNHOMES HOMEOWNERS
ASSOCIATION,
PURSUANT TO THE
ILLINOIS CONDOMINIUM
PROPERTY ACT**

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RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 10/03/2013 12:19 PM Pg: 1 of 50

Prepared by: / Mail to:
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P.I.N.: 22-20-407-029, 22-20-407-030, 22-20-407-031, 22-20-407-032, 22-20-407-033, 22-20-407-034, 22-20-407-035, 22-20-407-036, 22-20-407-037, 22-20-407-038, 22-20-407-044, 22-20-407-045, 22-20-407-046, 22-20-407-047, 22-20-407-048, 22-20-407-049

THIS DECLARATION is made and entered into on this 6th day of August 2013, by Castletown Homes, Inc., an Illinois Corporation (hereafter collectively referred to as "Owner").

WITNESSETH:

WHEREAS, the original developer, Bella Strada, LLC, an Illinois Limited Liability Company (hereinafter referred to as "Company") executed the Declaration for Bella Strada Townhomes Homeowners Association on December 15, 2007 (hereinafter referred to as "Agreement") recorded on January 6, 2010 in Cook County, Illinois, as document number 1000641091 and the present Owner/Developer (hereinafter referred to as "Owner" or "Developer") is Castletown Homes, Inc. an Illinois Corporation; and

WHEREAS, the original developer, Bella Strada, LLC, an Illinois Limited Liability Company was dissolved and ceased to be the owner of the property that encompasses the Bella Strada Townhomes Homeowners Association; and

WHEREAS, the Lender took ownership to the property that encompasses the Bella Strada Townhomes Homeowners Association; and

WHEREAS, Bella Strada Townhomes Homeowners Association includes Lots #1- #21 as set forth in this Agreement; and

WHEREAS, prior to the dissolution of Bella Strada, LLC an Illinois Limited Liability Company, one building with five townhome units was constructed (Lots #11, 12, 13, 14, 15); and

WHEREAS, Lots #1-10 and #16-21 were sold to Castletown Homes, Inc, an Illinois Corporation (Owner); and

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OK BY [Signature]

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WHEREAS, Lots #11 through and including #15 shall no longer remain a part of the Bella Strada Townhomes Homeowners Association and shall function as Talcott Avenue of Lemont Townhome Association, an Illinois Not-For-Profit Corporation and they have requested to not be part of the Agreement; and

WHEREAS, it is the desire of the present Owner, Castletown Homes, Inc. to construct and sell townhome units on Lots 1 through and including 10, and 16 through and including 20 of the Agreement; and

WHEREAS, the Owner owns more than 75% of the townhome units of the Bella Strada Townhomes Homeowners Association and it now desires to amend the Agreement;

WHEREAS, Article Ten of the Agreement provides that the Owners, by seventy-five percent (75%) affirmative vote, may at any time amend in whole or in part any part of the Agreement.

NOW THEREFORE, being the Owner of 75% of the townhome units covered by the Agreement, Castletown Homes, Inc., an Illinois Corporation hereby declares the Agreement amended and effective as of the date this Amendment is executed:

1. The above stated recitals are incorporated and approved herein;

A. **PROPERTY SUBJECT TO DECLARATION:** Declarant, as the owner of fee simple title to the Premises, expressly intends to and by Recording this Declaration, does hereby subject the Premises to the provisions of this Declaration. Declaration shall have the right from time to time to subject additional portions of the Development Area to the provisions of this Declaration as Added Premises, as provided in Article Twelve hereof. Nothing in this Declaration shall be construed to obligate the Declarant to subject to this Declaration as Premises any portion of the Development Area other than those portions which are described in Exhibit A attached to this Agreement hereto, (excludes Lots #11, 12, 13, 14 and 15. However, Lots #1-10 and Lots #16-21 are still included).

B. Bella Strada Townhomes Homeowners Association will enter into an Access and Parking Agreement (Exhibit "E"), Talcott Avenue of Lemont Townhome Association, which owns Townhome Units 11, 12, 13, 14, and 15. Bella Strada Townhomes Homeowners Association in a second Agreement and will solely be responsible for maintenance, repair, taxes, insurance and any other costs associated with Lot #21.

C. The Owners further desire and intend by this Declaration to establish for their own benefit and for the benefit of all future owners and occupants of the Property, and each part thereof, certain easements and rights in, over and upon the property and certain mutually beneficial restrictions and obligations with respect to the use and maintenance thereof (the Owners acknowledge the developer of the subject parcel did not create an association nor sell any townhome units. In fact, the bank that held the Note obtained ownership to the subject parcel and sold units and property).

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D. The Property shall from and after the date of the recording of this Declaration be known as Bella Strada Townhomes Homeowners Association or such other name as may be subsequently adopted pursuant to the Act (as hereinafter defined) by the Board (as hereinafter defined).

E. The Owners desire and intend by this Declaration to declare that the owners, mortgagees, occupants and other persons acquiring any interest in the Property shall at all times enjoy the benefits of and shall at all times hold their interests subject to the rights, easements, privileges and restrictions hereafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of ownership, and to facilitate the proper administration of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, the Owners are the holder of legal title to the afore described real estate and for the purposes above set forth DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS

For the purpose of brevity and clarity certain words and terms used in the Declaration are defined as follows:

A. Act means the Condominium Property Act of the State of Illinois, as amended from time to time.

B. Association means the Association of all the Townhome Owners acting pursuant to the By-Laws, as amended, through its duly elected Board. It shall be known as the Bella Strada Townhomes Homeowners Association.

C. Board means the board of managers of the Association as constituted at any time and from time to time. In the event the Association is incorporated, the Board shall mean the Board of Directors of the incorporated association.

D. Buildings means all structures, attached or unattached, containing one or more Townhome Units constructed at any time on the parcel.

E. Closing means the date on which title to Townhome Ownership is conveyed by Declarant to a Purchaser.

F. Common Elements means only the common driveway of the Property.

G. Common Expenses means the proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.

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H. Townhome Instruments means all documents and authorized amendments thereto recorded pursuant to the provisions of the Act, including this Declaration, the By-Laws and the Plat.

I. Declaration means this instrument and all Exhibits attached to this instrument and all amendments to this instrument made from time to time pursuant to the provisions of this instrument.

J. Developer means Castletown Homes, Inc., including any successor or successors to the entire interest of such party in the Property other than the purchaser of any Individual Townhome. The Developer may also be referred to as "Owner" as Castletown Homes, Inc. is also the present owner of the subject property

K. Majority of Townhome Unit Owners means those Townhome Unit Owners, without regard to their number, who own more than fifty (50%) percent in the aggregate of the entire undivided ownership interest in the Common Elements. Any specified percentage of the Townhome Unit Owners shall mean those Townhome Owners who, in the aggregate, own such specified percentage of the entire undivided ownership interest in the Common Elements. (There are fifteen Townhomes and each Townhome Unit owns 6.67% of the Common Elements.)

L. Occupant means a person in possession of a Townhome regardless of whether such person is a Townhome Owner.

M. Parcel means the entire tract of land legally described in the attached Exhibit "A" of this Declaration.

N. Parking Area means each portion of the parcel depicted as such on the Plat and includes all parking spaces and driveways for ingress and egress.

O. Person means a natural individual, corporation, partnership, Trustee or other legal entity capable of holding title to real property.

P. Plat means the Plats of Survey attached to this Declaration as Exhibit "E"

Q. Property means all the land, property and space comprising the Parcel, all improvements and structures erected, constructed or contained therein or thereon, including without limitation, the Buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Townhome Owners.

R. Purchaser means any Person other than the Developer/Owner who purchases a Townhome in a bona fide transaction for value.

S. Reserves means those sums paid by Townhome Owners which are separately maintained by the Board for purposes specified by the Board Instruments.

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T. Townhome Unit means a lot designated and intended for any type of independent use for dwelling. The words "Townhome" and "Unit" are interchangeable in this Declaration, and they are the same thing;

U. Townhome Owner means the Person or Persons whose estates or interest individually or collectively, aggregate fee simple absolute ownership of a Townhome lot and the Townhome structure erected on same.

V. Townhome Ownership means a part of the Property consisting of one Townhome and the undivided percentage interest in the Common Elements allocated thereto.

W. Voting Member means the person entitled to exercise all voting power in respect to Townhome Ownership.

ARTICLE II

TOWNHOMES

DESCRIPTION. All Townhome lots are delineated on the Plat and are listed on Exhibit "A" attached hereto. The legal description of each Townhome Unit shall consist of the identifying number or each lot as shown on Exhibit "A" attached hereto. Every deed, mortgage or other instrument may legally describe a Townhome Unit by its identifying number or symbol as shown on Exhibit "A" attached hereto and every such Description shall be deemed good and sufficient for all purposes.

ARTICLE III

COMMON ELEMENTS

A. DESCRIPTION. The Common Elements include only the driveway (Lot 21)
Any other reference to "Common Elements" appearing on the Plat shall be deemed solely for purposes of general information and shall not be limiting in any way.

B. OWNERSHIP OF COMMON ELEMENTS. Each Townhome owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Townhome Unit owned by such Townhome Owner as set forth in Exhibit "B" attached hereto. The percentages of ownership interests set forth in such Exhibit "B" have been computed and determined in accordance with the Act. Each of such ownership interests in the Common Elements shall be owned by the Townhome Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Townhome shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Townhome. The undivided percentage of ownership in the Common Elements corresponding to any Townhome Unit shall be deemed conveyed or encumbered with that Townhome Unit, even

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though the legal description in the instrument conveying or encumbering said Townhome may refer only to the fee title to that Townhome Unit. The Developer shall deed lot 21 to the Bella Strada Townhomes Homeowners Association.

C. USE OF COMMON ELEMENTS IN GENERAL. Each Townhome Unit Owner shall have the right to use the Common Elements in common with all other Townhome Unit Owners, as may be required for the purpose of access, ingress to, egress from, use, occupancy and enjoyment of the Townhome Unit owned by such Townhome Unit Owner. Such right to use the Common Elements shall extend to not only each Townhome owner, but also to such Townhome Unit Owner's agents, servants, tenants, lessees, family members, customers, invitees and guests. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Board Instruments and the rules and regulations of the Board. In addition, subject to the provisions of the Board Instruments and the Act, the Board shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements. Any damage done to the Common Elements, as defined in this document, will become the financial responsibility of the Townhome Unit Owner responsible for damage, or for the presence of the responsible party within the Common Elements.

ARTICLE IV

GENERAL PROVISIONS AS TO TOWNHOME UNIT AND COMMON ELEMENTS

A. NO SEVERANCE OF OWNERSHIP. No Townhome Unit Owner shall execute any deed, mortgage, or other instrument affecting title to Townhome Unit Ownership owned by such Townhome Unit Owner without including therein both interest in the Townhome Unit and the corresponding percentage of Townhome Unit Ownership owned by such Townhome Unit Owner without including therein any such deed, mortgage, or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

B. EASEMENTS.

1. Encroachments. In the event that (i) by reason of the construction, repair, reconstruction, settlement or shifting of any of the Buildings, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Townhome Unit, or any part of any Townhome Unit encroaches or shall hereafter encroach upon any part of the Common Elements of any other Townhome Unit, or (ii) by reason of the design of construction of any Townhome Unit, it shall be necessary or advantageous to a Townhome Unit Owner to use or occupy any portion of the Common Elements for any reasonable use appurtenant to said Townhome Unit which will not unreasonably interfere with the use or enjoyment of the Common Elements by other Townhome Unit Owners, or by reason of the design or construction of any utility, heating, cooling or ventilation systems, and pipes, ducts, flues, shafts, or conduits serving more than one Townhome Unit encroach or shall hereafter encroach upon any part of any Townhome Unit, then in any such case valid easements for the maintenance of such encroachment and for such of the

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Common Elements are hereby established and shall exist for the benefit of such Townhome Unit, or the Common Elements, as the case may be; provided, however, in no event shall a valid easement for any encroachment or use of the Common Elements be created in favor of any Townhome Unit Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Property by the other Townhome Unit Owners.

2. Easements Reserved by the Developer. The Owner/Developer and each of its agents, employees contractors, guests, invitees, and licensees, shall have the right and easement at all times to use the Common Elements (i) to perform any construction, maintenance, repair, renovation, restoration or rehabilitation of, in or under, all of any part of the Property which the Owner/Developer desires to perform, (ii) for the purpose of selling displaying, and have ingress to and egress from one or more of the Townhome Units, (iii) for the purpose of erecting, maintaining and displaying one or more of the signs desired by Owner/Developer. Nothing in this Declaration shall in any way affect, alter, modify, amend or terminate any Declaration of Easements signed by the Owner/Developer and recorded prior to the recording of this Declaration.

3. Easements to Run with Land. All easements and rights described in this Article IV are easements and rights appurtenant running with the land, and in perpetuity shall remain in full force and effect and inure to the benefit of each person and entity specified in this Article IV in whose favor such easement is granted, and be binding on the Property and each Townhome Unit Owner, purchaser, mortgagee and other person having an interest in the Property or any part thereof.

C. USEAGE OF TOWNHOME UNITS/ RESPONSIBILITY OF UNIT OWNERS.

1. Property Usage. The individual Townhome Units, as owned by their respective owners, are acknowledged as to be for residential use only and in no way to be considered a commercial property. Futher, all residents are to be considerate of the close proximity of their neighbors, as regards noise levels, offensive and obnoxious activities, and general nuisances.

2. Pets. Ownership of any pets in the building is limited to domesticated animals, being dogs and cats. All pet owners are responsible for disposing of any waste from their pets, and for any damage which may be caused by the residence of said pet in the Townhome Unit and in the Common Elements. Any Townhome Unit owner found to be in possession of a pet of any prohibited type will be asked to remove such animal from the premises immediately. Failure to comply with this document and with the request for removal will be taken as a failure to comply with the Agreement, and is punishable by fine.

3. Repairs. All repairs performed on all aspects of the individual Townhome Units not included in the Common Elements as defined herein are the responsibility of the respective owners, and not of the Association. Townhome Unit owners are responsible for

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any upkeep within their townhome unit, as well as for the maintenance and replacement of the door to their townhome unit.

ARTICLE V

PARTY WALLS

A. DEFINITION. Every wall, including the foundations therefore, which is built as a part of the original construction of a building and placed on the boundary line between separate Parcels shall constitute and be a "Party Wall", and the Owner of the Units immediately adjacent to a Party Wall shall have the obligation and be entitled to the rights and privileges of these covenants and, to the extent not inconsistent herewith, the general rules of law regarding party wall.

B. RIGHTS. Each owner of a Unit, which is adjacent to a Party Wall, shall have the right to use the Party Wall for support of the structure originally constructed thereon and all replacements thereof and shall have the right to keep, maintain, and repair and replace therein all pipes conduit, and ducts originally located therein and all replacements thereof.

C. DAMAGE TO A PARTY WALL.

1. If any Party Wall is damaged or destroyed through the act or acts of any Owner of a Unit which is adjacent to such Party Wall, or his agents, servants, tenants, guests, or invitees, licensees, or members of his family, whether such act is willful, negligent or accidental, such Owner shall forthwith proceed to rebuild or repair the same to as good a condition as in which such Party Wall existed prior to such damage or destruction without costs therefore to the Owner of the other adjoining Unit.

2. Any Party Wall damaged or destroyed by some act or event other than one caused by the Owner of a Unit which is adjacent to such Party Wall, or his agents, servants, tenants, guests, invitees, licensees, or members of his family, shall be rebuilt or repaired by the Owners of the adjacent Units to as good a condition as in which such Party Wall existed prior to such damage or destruction at joint and equal expense of such Owners, and as promptly as is reasonably possible, provided that the cost of repairing or replacing any portion thereof which is part of a Home Exterior with respect to which the Association is responsible for furnishing maintenance, repairs, or replacements hereunder shall be paid by the Association in a Community Expense to the extent not covered by insurance.

3. In the event that any Owner shall fail, within a reasonable time after the occurrence of damage or destruction referred to in this Section, to perform the necessary repair of rebuilding, then, the Board may cause such repairs or rebuilding to be performed in the manner as provided in this Section and the cost therefore shall be charged to such Owner as his personal obligation, and shall be a continuing lien on the Owner's Unit.

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ARTICLE VI

COMMON EXPENSES, MORTGAGES AND REAL ESTATE TAXES

A. COMMON EXPENSES. Each Townhome Unit owner shall pay his proportionate share of the Common Expenses (roofs and Lot #21). Such proportionate share of the Common Expenses for each Townhome Unit Owner shall be in the same ratio as his percentage of ownership interest in the Common Elements. Payment thereof shall be in such amounts and at such times as determined in the manner provided in the By Laws. If any Townhome Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest, late charges, reasonable attorney fees and costs of collection or the amount of any unpaid fine, shall constitute a lien on the Townhome Unit ownership of such Townhome Unit owner as provided in the Act.

B. SEPARATE MORTGAGE. Each Townhome Unit Owner shall have the right, subject to the provision of the Declaration, to make a separate mortgage or encumbrance on such Townhome Unit Owner's Townhome Unit Ownership. No Townhome Unit owner shall have the right or authority to make or create or cause to be made or created any mortgage or encumbrance or other lien on or affecting the Property or any part thereof other than such Townhome Unit Owner's Townhome Unit Ownership. Further, all unpaid Common Expenses are subordinate to the lien of first mortgages.

C. SEPARATE REAL ESTATE TAXES. Each Townhome Unit Owner acknowledges that each will receive a real estate tax bill on each individual Townhome Unit. This is in addition to their tax liability on the Common Elements.

ARTICLE VII

INSURANCE

A. TYPE OF INSURANCE. The Board shall have the authority to and shall obtain the following insurance for the Property:

1. Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by a Townhome Unit Owner occurring in, on or about the Property, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable, but in no event for less than one Million Dollars (\$1,000,000.00) with respect to liability for personal injury or property damage arising out of a single accident;

2. Such Worker's Compensation Insurance as may be necessary to comply with applicable laws;

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3. A fidelity bond indemnifying the Association, the Board and the Townhome Unit Owners for loss of funds resulting from fraudulent or dishonest acts of any employees of the Association or of any other person handling the funds of the Association, the Board or the Townhome Unit Owners in such amount as the Board shall deem desirable; and

4. Such other insurance (including insurance with respect to officers' and directors' liability) in such reasonable amounts as the Board shall deem desirable, or as may be necessary to comply with applicable laws.

The premiums for the above-described insurance shall be Common Expenses. All of such insurance shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Illinois.

B. PREMIUM PAYMENT. The Association, for the benefit of the Townhome Unit Owners and the mortgagee for each Townhome Unit, shall pay the premiums on the policies of insurance described in the preceding Paragraph A at least thirty (30) days prior to the expiration dates of the respective policies. Within ten (10) days after the date on which payment is made, the Board shall give written notice of such payment to the holder of any duly recorded mortgage or trust deed against any Townhome Unit entitled to notice.

C. INDIVIDUAL TOWNHOME UNIT INSURANCE. Although the Association is responsible for the insurance policy for the Common Area and the building in general, each Townhome Unit owner is responsible for supplying to the Association a Form 6 Condo Policy, proving insurance coverage for their individual, and not Common Area, properties and belongings.

D. RELEASE. Each Townhome Unit Owner hereby waives and releases any and all claims which he may have against any other Townhome Unit Owner, the Association, its officers, members of the Board, the Owner/Developer, the manager and managing agent of the Property, if any, and their respective employees and agents, for any damage to the Common Elements, caused by fire or other form of casualty to the extent that such damage is covered by fire or other form of casualty insurance.

E. CANCELLATION OF INSURANCE. The Board shall be responsible, in the event any insurance required above is canceled, for serving notice of such cancellation upon each insured thereunder.

ARTICLE VIII

ADMINISTRATION

A. ASSOCIATION. The Association shall be the governing body for the maintenance, repair, replacement, administration and operation of the Common Elements, (roofs and Lot #21) which shall be repaired and maintained by the Association, and for the other purposes specified in

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this Declaration. The Developer or the Association after the recording of the Declaration may cause the Association to be incorporated under the laws of Illinois as a not-for-profit corporation under the name Bella Strada Townhomes Homeowners Association. The Association shall not be deemed to be conducting business of any kind, and all funds received by the Association shall be held and applied by it for the use and benefit of all Townhome Unit Owners in accordance with the provisions of this Declaration. Each Townhome Unit Owner shall be a member of the Association so long as he shall be a Townhome Unit Owner and upon the transfer of his Townhome Unit Ownership the new Townhome Unit Owner succeeding to such Townhome Unit Ownership shall likewise succeed to such membership in the Association. The Association may issue certificates evidencing membership therein and shall have only one class of membership. The Association may become affiliated with another association, including a townhouse or "umbrella" association, which the Broad determines will result in beneficial relations with owners of portions of the Additional Land which have not been submitted to the provisions of the Declaration.

B. ADMINISTRATION. The administration of the Property shall be vested in the Board of Directors of the Association which shall consist of three (3) persons who shall be elected in the manner set forth in the By Laws, provided, however, that, notwithstanding anything to the contrary set forth in this Declaration, during the period commencing on the date of the Declaration and ending upon the qualification of the directors elected at the initial meeting of the Voting Members, the Board shall consist of three (3) persons who shall be designated and selected by Developer:

1. each member of the Board shall be one of the Townhome Unit Owners, however, if a Townhome Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any designated agent of such corporation, partnership, trust or other legal entity or any beneficiary of any such trust shall be eligible to serve as a member of the board, and
2. if a member of the Board fails to meet such qualifications during such member's term, such member shall thereupon cease to be a member of the Board and such member's place on the Board shall be deemed vacant.

C. DUTIES AND POWERS OF THE ASSOCIATION. The duties and powers of the Association and the Board shall be those set forth in the Articles of Incorporation of the Association, if any, and this Declaration (including the By-Laws); provided, however, the terms and provisions of the Act shall control in the event of any inconsistency between the Act, on the one hand, and this Declaration, the By-Laws and such Articles of Incorporation, if any, on the other hand.

D. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between any Townhome Unit Owners relating to the Property, or any question of interpretation of application of this Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all of such Townhome Unit Owners.

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E. LIABILITY OF THE BOARD. Neither the members of the Board nor the officers of the Association shall be liable to the Townhome Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions found by a court to constitute gross negligence or fraud. The Townhome Unit Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Townhome Unit Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of the Declaration. It is intended that the foregoing indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid or received in settlement) reasonably incurred in connection with the defense of any claim action, suit or proceeding, whether civil, criminal, administrative, other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer: provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer. It is also intended that the liability of any Townhome Unit Owner arising out of any contract made by or other acts of the Board or officers of the Association, or out of the aforesaid indemnity in favor of the members of the Board and officers of the Association shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage of interest of all Townhome Unit Owners in the Common Elements.

ARTICLE IX

LEASE OF TOWNHOME UNIT OWNERSHIP

ATTEMPTED LEASES. No Townhome Unit Owner shall have the right to any attempted lease or sublease of a Townhome Unit or Townhome Unit Ownership, beneficial interest in a Townhome Unit Ownership, or any interest therein by any person (other than the Owner/Developer). All Townhome Units are acknowledged to be solely for residential use by their respective owners.

ARTICLE X

REMEDIES FOR BREACH OF COVENANTS RESTRICTIONS AND REGULATIONS

A. ABATEMENT AND ENJOINMENT. The violation of any restriction or condition or regulation adopted by the Board, or the breach of any covenant or provision contained in this Declaration shall give the Board the right, in addition to the rights set forth in the next succeeding Paragraph and elsewhere in this Declaration: to enjoin, abate, or remedy by appropriate legal

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proceeding, either at law or in equity, the continuance of any breach. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the rate of twelve percent (12%) per annum until paid, shall be charged to and assessed against such defaulting Townhome Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Board shall have a lien for all of the same upon the Townhome Unit Ownership of such defaulting Townhome Unit Owner and upon all of his additions and improvements thereto and upon all his personal property in his Townhome Unit or located elsewhere on the Property. Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

B. LATE FEES AND CHARGES. Any charges which are not paid to the Association shall be deemed delinquent. Charges and feeds which is delinquent for thirty (30) days or more shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum rate permitted by law, whichever is less, from the due date to the date when paid. The Association may (i) bring an action against the Townhome Unit Owner personally obliged to pay the charge, in order to recover the Charge (together with the interest, costs, and reasonable attorney's fees for any such action, which shall be added to the amount of the Charge included in any judgment rendered in such action) and (ii) enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may add a reasonable late fee to any installment of an assessment which is not paid within thirty (30) days of its due date. No Owner may waive or otherwise escape personal liability for the Charges hereunder by nonuse of the Community Area or by abandonment or transfer of his Unit.

ARTICLE XI

GENERAL PROVISIONS

A. NOTICE TO MORTGAGEES. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Townhome Unit Ownership shall be given a copy of any or all notices permitted or required by this Declaration to be given to the Townhome Unit owner whose Townhome Unit Ownership is subject to such mortgage or trust Deed.

B. NOTICE TO BOARD, ASSOCIATION AND TOWNHOME UNIT OWNERS. Notices provided for in this Declaration and in the Act shall be in writing. Notices to a Townhome Unit owner may be delivered to such Townhome Unit Owner personally or by mail addressed to such Townhome Unit Owner's Townhome Unit. Notice to the Board or the Association may be personally delivered to any member of the Board or officer of the Association or mailed to such member or officer at such member's or officer's Townhome Unit. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such address change to all Townhome Unit Owners. Any Townhome Unit Owner may also designate a different address for notices to such Townhome Unit Owner by giving written notice of such Townhome Unit owner's change of address to the Board or Association. Notices addressed and mailed to the Board or Association as above shall be deemed delivered when mailed by United States registered or certified mail. Notices addressed

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and mailed to a Townhome Unit Owner shall be deemed delivered when such notice is deposited in such Townhome Unit Owner's mailbox in the building in which the Townhome Unit is located.

C. NOTICE TO DECEDENT. Notices required to be given any devisee or personal representative of a deceased Townhome Unit Owner may be delivered either personally or by mail to such party at his or hers address appearing in the records of the court wherein the estate of such deceased Townhome Unit Owner is being administered.

D. BINDING EFFECT. Each grantee of the Developer and each subsequent grantee by acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration, and all rights, benefits and privileges of every character hereby granted, created, reserved, or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any Person having at any time any interest or estate in the Property or in any Townhome Unit, and shall inure to the benefit of such Townhome Unit Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

E. WAIVER. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

F. AMENDMENT, CHANGE, MODIFICATION, OR RESCISSION. No provision of this Declaration affecting or creating any of the rights, options, privileges or duties of the Owner/Developer (including without limitation the provisions of Article of this Declaration may be amended, changed, modified or rescinded in any way without the prior written consent of the Developer. The provisions of this Paragraph F may only be amended, changed, modified or rescinded by an instrument in writing setting forth such amendment, change, modification or rescission and signed, acknowledged, and approved by the Board, the Developer and all of the Townhome Unit Owners.

G. INVALIDITY. The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration, or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

H. PERPETUITIES AND RESTRAINTS. If any of the options, privileges, covenants, or rights created by this Declaration would otherwise be unlawful or void for violation of (i) the rule against perpetuities or some analogous statutory provision, (ii) "the rules restricting restraints on alienation, or (iii) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the last to die of the now living lawful descendants the Owner/Declarant.

I. CONSTRUCTION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of first class townhome buildings.

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J. HEADINGS AND GENDER. The headings and captions contained in this Declaration are inserted for convenient reference only and shall not be deemed to construe or limit the Articles and Paragraphs to which they apply. The word "his" whenever used in this Declaration shall include the masculine, feminine and neuter pronouns.

K. OWNERSHIP OF LAND TRUST. In the event title to any Townhome Unit Ownership is conveyed to a land title holder trust under the terms of which all powers of management, operation, and control of the Townhome Unit Ownership remain vested in the trust beneficiary or beneficiaries, then the Townhome Unit Ownership under such trust and the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all Agreements, covenants and undertakings chargeable or created under this Declaration against such Townhome Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation created under this Declaration and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Townhome Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title of such Townhome Unit Ownership.

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IN WITNESS WHEREOF, Castletown Homes, Inc. has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and attested by its Secretary this 6TH day of August, 2013.

By: Thomas McDonnell
Castletown Homes, Inc.
By: Thomas J. McDonnell
Its: President

Attest: Mary McDonnell
Mary McDonnell, Secretary

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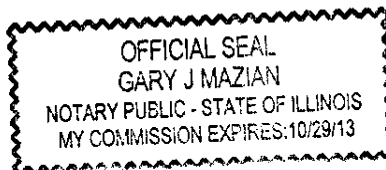
STATE OF ILLINOIS)
)
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said county in the State of Illinois do hereby certify that Thomas J. McDonnell, President of Castletown Homes, Inc., of who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 6TH day of August, 2013.

Gary Mazian
Notary Public

My commission expires
10-29, 2013.



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LIST OF EXHIBITS

1. EXHIBIT A: Legal Description
2. EXHIBIT B: Percentage Ownership in Common Elements
3. EXHIBIT C: Budget 2013
4. EXHIBIT D: By Laws
5. EXHIBIT E: Access and Parking Agreement
6. EXHIBIT F: Plat of Survey

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EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21 IN THE RESUBDIVISION OF BELLA STRADA SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN SENFFNER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2010, AS DOCUMENT NUMBER 1020710040, IN COOK COUNTY, ILLINOIS.

Commonly Known As:

PIN: 22-20-407-029, 22-20-407-030, 22-20-407-031, 22-20-407-032, 22-20-407-033, 22-20-407-034, 22-20-407-035, 22-20-407-036, 22-20-407-037, 22-20-407-038, 22-20-407-044, 22-20-407-045, 22-20-407-046, 22-20-407-047, 22-20-407-048, 22-20-407-049

Lot	PIN No.		Lot	PIN No.	
1	22-20-407-029	$6\frac{2}{3}\%$	9	22-20-407-037	$6\frac{2}{3}\%$
2	22-20-407-030	$6\frac{2}{3}\%$	10	22-20-407-038	$6\frac{2}{3}\%$
3	22-20-407-031	$6\frac{2}{3}\%$	16	22-20-407-044	$6\frac{2}{3}\%$
4	22-20-407-032	$6\frac{2}{3}\%$	17	22-20-407-045	$6\frac{2}{3}\%$
5	22-20-407-033	$6\frac{2}{3}\%$	18	22-20-407-046	$6\frac{2}{3}\%$
6	22-20-407-034	$6\frac{2}{3}\%$	19	22-20-407-047	$6\frac{2}{3}\%$
7	22-20-407-035	$6\frac{2}{3}\%$	20	22-20-407-048	$6\frac{2}{3}\%$
8	22-20-407-036	$6\frac{2}{3}\%$	21	22-20-407-049	0% as common area

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EXHIBIT "B"

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

<u>Lot #</u>	<u>Address</u>	<u>Percent Ownership</u>
1		$6\frac{2}{3}\%$
2		$6\frac{2}{3}\%$
3		$6\frac{2}{3}\%$
4		$6\frac{2}{3}\%$
5		$6\frac{2}{3}\%$
6		$6\frac{2}{3}\%$
7		$6\frac{2}{3}\%$
8		$6\frac{2}{3}\%$
9		$6\frac{2}{3}\%$
10		$6\frac{2}{3}\%$
16		$6\frac{2}{3}\%$
17		$6\frac{2}{3}\%$
18		$6\frac{2}{3}\%$
19		$6\frac{2}{3}\%$
20		$6\frac{2}{3}\%$
21		$6\frac{2}{3}\%$

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EXHIBIT "C"

BUDGET 2013

Reserve for Roof Repairs/ Replacements	\$ <u>TBD</u>
Insurance as set forth in Declaration	\$ <u>TBD</u>
Reserve for Maintenance of Lot #21	\$ <u>TBD</u>
Reserve for Snowplowing of Lot #21	\$ <u>TBD</u>

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EXHIBIT "D"

BY-LAWS

OF

Bella Strada Townhomes Homeowners Association

(AN ILLINOIS CORPORATION)

ARTICLE I

OFFICES

The corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the state.

ARTICLE II

SHAREHOLDERS

SECTION 1. ANNUAL MEETING. An annual meeting of the shareholders shall be held on the 1st Friday in October of each year or at such time as the board of directors may designate for the purpose of electing directors and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall be held on the next succeeding business day.

SECTION 2. SPECIAL MEETINGS. Special meetings of the shareholders may be called either by the president, by the board of directors or by the holders of not less than one-fifth of all the outstanding shares of the corporation entitled to vote, for the purpose or purposes stated in the call of the meeting.

SECTION 3. PLACE OF MEETING. The board of directors may designate any place, as the place of meeting for any annual meeting or for any special meeting called by the board of directors. If no designation is made, or if a special meeting be otherwise called, the place of meeting shall be at 22 W. Connacht Road, Lemont, IL 60439.

SECTION 4. NOTICE OF MEETINGS. Written notice stating the place, date, and hour of the meeting, and in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, or in the case of a merger, consolidation, share exchange, dissolution or sale or exchange of assets not less than twenty (20) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, or the secretary, or

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the officer or persons calling the meeting, to each shareholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the shareholder at his address as it appears on the records of the corporation, with postage thereon prepaid. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken.

SECTION 5. FIXING OF RECORD DATE. For the purpose of determining the shareholders entitled to notice of or to vote at any meeting of shareholders or the shareholders entitled to receive payment of any dividend or in order to make a determination of shareholders for any other proper purpose, the board of directors of the corporation may fix in advance a date as the record date, for any such determination of shareholders, such date in any case shall not be more than sixty (60) days and for a meeting of shareholders, not less than ten (10) days, or in the case of a merger or consolidation, share exchange, dissolution of sale or exchange of assets, not less than twenty (20) days before the date of such meeting. If no record date is fixed for the determination of shareholders entitled to notice of or to vote at a meeting of shareholders, or shareholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the board of directors declaring such dividend is adopted, as the case may be, shall be the record date for such determination of shareholders.

SECTION 6. VOTING LISTS. The officer or agent having charge of the transfer books for shares of the corporation shall make, within twenty (20) days after the record date for a meeting of a shareholders or ten (10) days prior to such meeting, whichever is earlier, a complete list of the shareholders entitled to vote at such meeting, arranged in alphabetical order, with the address of and the number of shares registered in the name of the shareholder, which list, for a period of ten days prior to such meeting, shall be kept on file at the registered office of the corporation and shall be subject to inspection by any shareholder, and to copying at the shareholders expense, at any time during usual business hours. Such list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any shareholder during the whole time of the meeting. The original share ledger or transfer book or a duplicate thereof kept in this State, shall be prima facie evidence as to who are the shareholders entitled to examine such list or share ledger or transfer book or to vote at any meeting of shareholders.

SECTION 7. QUORUM. The holders of a majority of the outstanding shares of the corporation entitled to vote on a matter, represented in person or by proxy, shall constitute a quorum for consideration of such matter at any meeting of shareholders, but in no event shall a quorum of less than one-third of the outstanding shares entitled to vote; provided that if less than a majority of the outstanding shares are represented at said meeting, a majority of the shares so represented may adjourn the meeting at any time without further notice. If quorum is present, the affirmative vote of the majority of the shares represented at the meeting shall be the act of the shareholders, unless the vote of a greater number or voting by classes is required by The Business Corporation Act, the articles of incorporation or these by-laws. At any adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting. Withdrawal of shareholders from any meeting shall not cause failure of a duly constituted quorum at that meeting.

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SECTION 8. PROXIES. Each shareholder may appoint a proxy to vote or otherwise act for him or her by signing an appointment form and delivering it to the person so appointed, but no such proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

SECTION 9. VOTING OF SHARES. Each outstanding share, regardless of class, shall be entitled to one vote upon each matter submitted to vote at a meeting of shareholders, and in all elections for directors, every shareholder shall have the right to vote the number of shares owned by such shareholder for as many persons as there are directors multiplied by the number of such shares or to distribute such cumulative votes in any proportion among any number of candidates. Each shareholder may vote either in person or by proxy as provided in ARTICLE II, SECTION 8 hereof.

SECTION 10. VOTING OF SHARES BY CERTAIN HOLDERS. Shares held by the corporation in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares entitled to vote at any given time.

Shares registered in the name of another corporation, domestic or foreign, may be voted by such officer, agent, proxy, or other legal representative authorized to vote such shares under the laws of incorporation of such corporation.

Shares registered in the name of a deceased person, a minor ward or a person under legal disability, may be voted by his administrator, executor, or court appointed guardian, either in person or by proxy without a transfer of such shares into the name of such administrator, executor, court appointed guardian. Shares registered in the name of a trustee may be voted by him or her, either in person or by proxy.

Shares registered in the name of a receiver may be voted by such receiver, and shares held by or under the control of a receiver may be voted by such receiver without the transfer thereof into his name if authority so to do be contained in an appropriate order of the court by which such receiver was appointed.

A shareholder whose shares are pledged shall be entitled to vote such shares until the shares have been transferred into the name of the pledgee, and thereafter the pledgee shall be entitled to vote the shares so transferred.

Any number of shareholders may create a voting trust for the purpose of conferring upon a trustee or trustees the right to vote or otherwise represent their share, for a period not to exceed ten (10) years, by entering into a written voting trust agreement specifying the terms and conditions of the voting trust, and by transferring their shares to such trustee or trustees for the purpose of the agreement. Any such trust agreement shall not become effective until a counterpart of the agreement is deposited with the corporation at its registered office. The counterpart of the voting trust agreement so deposited with the corporation shall be subject to the same person or by agent or attorney, as are the books and records of the corporation, and shall be subject to examination by any holder of a beneficial interest in the voting trust, either in person or by agent or attorney, at any reasonable time for any proper purpose.

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Shares of its own stock belonging to this corporation shall not be voted, directly or indirectly, at any meeting and shall not be counted in determining the total number of outstanding shares at any given time, but shares of its own stock held by it in a fiduciary capacity may be voted and shall be counted in determining the total number of outstanding shares at any given time.

SECTION 11. CUMULATIVE VOTING. In all elections for directors, every shareholder shall have the right to vote in person or by proxy, the number of shares owned by him or her, for as many persons as there are directors to be elected, or to cumulate said votes, and give one candidate as many votes as the number of directors multiplied by the number of his or her shares shall equal, or to distribute them on the same principle among as many candidates as he or she shall see fit.

The articles of incorporation may be amended to limit or eliminate cumulative voting rights in all or specified circumstances, or to limit or deny voting rights or to provide special voting rights as to any class or classes or series of shares of the corporation.

SECTION 12. INSPECTORS At any meeting or shareholders, the presiding officer may, or upon the request of any shareholder, shall appoint one or more persons as inspectors for such meeting.

Such inspectors shall ascertain and report the number of shares represented at the meeting, based upon their determination of the validity and effect of proxies; count all votes and report the results; and do such other acts as are proper to conduct the election and voting with impartiality and fairness to all the shareholders.

Each report of an inspector shall be in writing and signed by him or by a majority of them if there be more than one inspector acting at such meeting. If there is more than one inspector, the report of a majority shall be the report of the inspectors. The report of the inspector or inspectors on the number of shares represented at the meeting and the results of the voting shall be prima facie evidence thereof.

SECTION 13. INFORMAL ACTION BY SHAREHOLDERS. Any action required to be taken at a meeting of the shareholders, or any other action which may be taken at a meeting of the shareholders, may be taken without a meeting and without a vote, if a consent in writing, setting forth the action so taken shall be signed (a) if five (5) days prior notice of the proposed action is given in writing to all of the shareholders entitled to vote with respect to the subject matter hereof, by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voting or (b) by all of the shareholders entitled to vote with respect to the subject matter thereof.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given in writing to those shareholders who have not consented in writing. In the event that the action which is consented to is such as would have

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required the filing of a certificate under any section of the Business Corporation Act is such action had been voted on by the shareholders at a meeting thereof, the certificate filed under such section shall state, in lieu of any statement required by such section concerning any vote of shareholders, that written consent has been given in accordance with the provisions of SECTION 7.10 of the Business Corporation Act and that written notice has been given as provided in such SECTION 7.10.

SECTION 14. VOTING BY BALLOT. Voting on any question or in any election may be by voice unless the presiding officer shall order or any shareholder shall demand that voting be by ballot.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business of the corporation shall be managed by or under the direction of its board of directors. A majority of the board of directors may establish reasonable compensation for their services and the services of other officers, irrespective of any personal interest.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The number of directors of the corporation shall be **three**. Each director shall hold office until the next annual meeting of shareholders or until his successor shall have been elected and qualified. Directors need not be residents of Illinois or shareholders of the corporation. The number of directors may be increased or decreased from time to time by the amendment of this section; but no decrease shall have the effect of shortening the term of any incumbent director.

SECTION 3. REGULAR MEETINGS. A regular meeting of the board of directors shall be held without other notice than this by-law, immediately after the annual meeting of shareholders. The board of directors may provide, by resolution, the time and place for the holding of additional regular meetings without other notice than such resolution.

SECTION 4. SPECIAL MEETINGS. Special meetings of the board of directors may be called by or at the request of the president or any two directors. The person or persons authorized to call special meetings of the board of directors may fix any place as the place for holding any special meeting of the board of directors called by them.

SECTION 5. NOTICE. Notice of any special meeting shall be given at least ten days previous thereto by written notice to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company. The attendance of a director at any meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the

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purpose of, any regular or special meeting of the board of directors need be specified in the notice or waiver of notice of such meeting.

SECTION 6. QUORUM. A majority of the number of directors fixed by these by-laws shall constitute a quorum for transaction of business at any meeting of the board of directors, provided that if less than a majority of such number of directors are present at said meeting, a majority of the directors present may adjourn the meeting at any time without further notice.

SECTION 7. MANNER OF ACTING. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, unless the act of a greater number is required by statute, these by-laws, or the articles of incorporation.

SECTION 8. VACANCIES. Any vacancy occurring in the board of directors may be filled by election at an annual meeting or at a special meeting of shareholders called for that purpose. A majority of the board of directors may fill any vacancy prior to such annual or special meeting of shareholders.

SECTION 9. RESIGNATION AND REMOVAL OF DIRECTORS. A director may resign at any time upon written notice to the board of directors. A director may be removed with or without cause, by a majority of shareholders if the notice of the meeting names the director or directors to be removed at said meeting.

SECTION 10. ACTION WITHOUT A MEETING. Unless specifically prohibited by the articles of incorporation or by-laws, any action required to be taken at a meeting of the board of directors, or any other action which may be taken at a meeting of the board of directors, or of any committee thereof may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the directors entitled to vote with respect to the subject matter thereof, or by all the members of such committee, as the case may be. Any such consent signed by all the directors or all the members of the committee shall have the same effect as a unanimous vote, and may be stated as such in any document filed with the Secretary of State or with anyone else.

SECTION 11. COMPENSATION. The board of directors, by the affirmative vote of a majority of directors then in office, and irrespective of any personal interest of any of its members, shall have authority to establish reasonable compensation of all directors for services to the corporation as directors, officers, or otherwise notwithstanding any director conflict of interest. By resolution of the board of directors the directors may be paid their expenses, if any, of attendance at each meeting of the board. No such payment previously mentioned in this section shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor.

SECTION 12. PRESUMPTION OF ASSENT. A director of the corporation who is present at a meeting of the board of directors at which action on any corporate matter is taken shall be conclusively presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof

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or shall forward such dissent by registered or certified mail to the secretary of the corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

SECTION 13. EXECUTIVE COMMITTEE. The board of directors, by resolution adopted by a majority of the number of directors fixed by the by-laws or otherwise, may designate two or more directors to constitute an executive committee, which committee, to the extent provided in such resolution, shall have and exercise all of the authority of the board of directors in the management of the corporation, except as otherwise required by law. Vacancies in the membership of the committee shall be filled by the board of directors at a regular or special meeting of the board of directors. The executive committee shall keep regular minutes of its proceedings and report the same to the board when required.

SECTION 14. COMMITTEES. A majority of the board of directors may create one or more committees of two or more members to exercise appropriate authority of the board of directors. A majority of such committee shall constitute a quorum for transaction of business. A committee may transact business without a meeting by unanimous written consent.

ARTICLE IV

OFFICERS

SECTION 1. NUMBER. The officers of the corporation shall be president, one or more vice-presidents (the number thereof to be determined by the board of directors), a treasurer, a secretary, and such assistant treasurers, assistant secretaries or other officers as may be elected by the board of directors. Any two or more offices may be held by the same person.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the corporation shall be elected annually by the board of directors at the first meeting of the board of directors held after each annual meeting of shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Vacancies may be filled or new offices created and filled at any meeting of the board of directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided. Election of an officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Any officer elected or appointed by the board of directors may be removed by the board of directors whenever in its judgment the best interests of the corporation would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed.

SECTION 4. PRESIDENT. The president shall be the principal executive officer of the corporation. Subject to the direction and control of the board of directors, he or she shall be in charge of the business of the corporation; he or she shall see that the resolutions and directions of the board of directors are carried into effect except in those instances in which that responsibility is specifically assigned to some other person by the board of directors; and, in general, he or she

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shall discharge all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time. He shall preside at all meetings of shareholders and of the board of directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors or these by-laws, he may execute for the corporation certificates for its shares, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, and he may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors according to the requirements of the form of the instrument. He may vote all securities which the corporation is entitled to vote except as and to the extent such authority shall be vested in a different officer or agent of the corporation by the board of directors.

SECTION 5. THE VICE-PRESIDENTS. The vice-president (or in the event there be more than one vice-president, each of the vice-presidents) shall assist the president in the discharge of his or her duties as the president may direct and shall perform such other duties as from time to time may be assigned to him or her by the president or by the board of directors. In the absence of the president or in the event of his or her inability or refusal to act, the vice-president (or in the event there be more than one vice-president, the vice-presidents in the order designated by the board of directors, or by the president if the board of directors has not made such a designation, or in the absence of any designation, then in the order of seniority of tenure as vice-president) shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the corporation or a different mode of execution is expressly prescribed by the board of directors of these by-laws, the vice-president (or each of them if there are more than one) may execute for the corporation certificates for its shares and any contracts, deeds, mortgages, bonds or other instruments which the board of directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the corporation and either individually or with the secretary, any assistant secretary, or any other officer thereunto authorized by the board of directors, according to the requirements of the form of the instrument.

SECTION 6. THE TREASURER. The treasurer shall be the principal accounting and financial officer of the corporation. He shall: (a) have charge of and be responsible for the maintenance of adequate books of account for the corporation; (b) have charge and custody of all funds and securities of the corporation, and be responsible therefor and for the receipt and disbursement thereof; and (c) perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the board of directors. If required by the board of directors, the treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the board of directors may determine.

SECTION 7. THE SECRETARY. The secretary shall: (a) record the minutes of the shareholders' and the board of directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation;

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(d) keep a register of the post-office address of each shareholder which shall be furnished to the secretary by such shareholder; (e) sign with the president, or a vice-president, or any other officer thereunto authorized by the board of directors, certificates for shares of the corporation, the issue of which shall have been authorized by the board of directors, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors or these by-laws; (f) have general charge of the stock transfer books of the corporation; (g) have authority to certify the by-laws, resolution of the shareholders and board of directors and committees thereof and other documents of the corporation as true and correct copies thereof, and (h) perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him or her by the president or by the board of directors.

SECTION 8. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. The assistant treasurers and assistant secretaries shall perform such duties as shall be assigned to them by the treasurer or the secretary, respectively, or by the president or the board of directors. The assistant secretaries may sign with the president, or a vice-president, or any other officer thereunto authorized by the board of directors, certificates for shares of the corporation, the issue of which shall have been authorized by the board of directors, and any contracts, deeds, mortgages, bonds, or other instruments which the board of directors has authorized to be executed, according to the requirements of the form of the instrument, except when a different mode of execution is expressly prescribed by the board of directors or these by-laws. The assistant treasurers shall respectively, if required by the board of directors, give bonds for the faithful discharge of their duties in such sums and with such sureties as the board of directors shall determine.

SECTION 9. SALARIES. The salaries of the officers shall be fixed from time to time by the board of directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the corporation.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The board of directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the board of directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation, shall

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be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the board of directors.

SECTION 4. DEPOSITS. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the board of directors may select.

ARTICLE VI

CERTIFICATES FOR SHARES AND THEIR TRANSFER

SECTION 1. SHARES REPRESENTED BY CERTIFICATES AND UNCERTIFICATED SHARES. Shares either shall be represented by certificates or shall be uncertificated shares.

Certificates representing shares of the corporation shall be signed by the appropriate officers and shall be sealed with the seal or a facsimile of the seal of the corporation. If a certificate is countersigned by a transfer agent or registrar, other than the corporation or its employer, any other signatures may be a facsimile. Each certificate representing shares shall be consecutively numbered or otherwise identified, and shall also state the name of the person to whom issued, the number and class of shares (with designation of series, if any), the date of issue, that the corporation is organized under Illinois law and the par value or a statement that the shares are without par value. If the corporation is authorized and does issues shares of more than one class or of series within a class, the certificate shall also contain such information or statement as may be required by law.

Unless prohibited by the articles of incorporation, the board of directors may provide by resolution that some or all of any class or series of shares be uncertificated shares. Any such resolution shall not apply to shares represented by a certificate until the certificate has been surrendered to the corporation. Within a reasonable time after the issuance or transfer of uncertificated shares, the corporation shall send the registered owner thereof a written notice of all information that would appear on a certificate. Except as otherwise expressly provided by law, the rights and obligations of the holders of uncertificated shares shall be identical to those of the holders of certificates representing shares of the same class and series.

The name and address of each shareholder, the number and class of shares held and the date on which the certificates for the shares were issued shall be entered on the books of the corporation. The person in whose name shares stand on the books of the corporation shall be deemed the owner thereof for all purposes as regards the corporation.

SECTION 2. LOST CERTIFICATES. If a certificate representing shares has allegedly been lost or destroyed the board of directors may in its discretion, except as may be required by law, direct that a new certificate be issued upon such indemnification and other reasonable requirements as it may impose.

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SECTION 3. TRANSFERS OF SHARES. Transfers of shares of the corporation shall be recorded on the books of the corporation. Transfer of shares represented by a certificate, except in the case of a lost or destroyed certificate, shall be made on surrender for cancellation of the certificate for such shares. A certificate presented for transfer must be duly endorsed and accompanied by proper guaranty of signature and other appropriate assurances that the endorsement is effective. Transfer of an uncertificated share shall be made on receipt by the corporation of an instruction from the registered owner or other appropriate person. The instruction shall be in writing or a communication agreed upon in writing by the corporation.

ARTICLE VII

FISCAL YEAR

The fiscal year of the corporation shall be the calendar years unless another fiscal year is fixed by resolution of the board of directors.

ARTICLE VIII

DIVIDENDS

The board of directors may authorize, and the corporation may make distributions to its shareholders, subject to any restrictions in its articles of incorporation or provided by law.

ARTICLE IX

SEAL

The corporate seal shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Illinois". The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect, or change the construction thereof, and the use of the corporate seal is not mandatory.

ARTICLE X

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of these by-laws or under the provisions of the articles of incorporation or under the provisions of The Business Corporation Act of the State of Illinois, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XI

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INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

SECTION 1. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment or settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. The corporation shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the corporation unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

SECTION 3. To the extent that a director, officer, employee or agent of a corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 1 and 2, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

SECTION 4. Any indemnification under sections 1 and 2 shall be made by the corporation only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in sections 1 and 2. Such determination shall be made (a) by the

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board of directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the shareholders.

SECTION 5. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the board of directors in the specific case, upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount, unless it shall ultimately be determined that he or she is entitled to be indemnified by the corporation as authorized in the article.

SECTION 6. The indemnification provided by this article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under by-law, agreement, vote of shareholders or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

SECTION 7. The corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify such person against such liability under the provisions of this article.

SECTION 8. If the corporation has paid indemnity or had advanced expenses to the surviving corporation, any merging corporation, including any corporation having merged with a merging corporation, absorbed in a merger which otherwise would have lawfully been entitled to indemnify its directors, officers, and employees or agents.


ARTICLE XII

AMENDMENTS

Unless the power to make, alter, amend or repeal the by-laws is reserved to the shareholders by the articles of incorporation, the by-laws of the corporation may be made, altered, amended or repealed by the shareholders or the board of directors, but no by-law adopted by the shareholders may be altered, amended or repealed by the board of directors if the by-laws so provide. The by-laws may contain any provisions for the regulation and management of the officers of the corporation not inconsistent with the law or the articles of incorporation.

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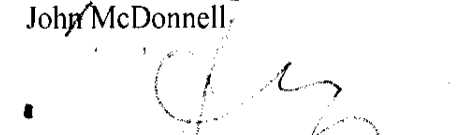
These by-laws consisting of fourteen (14) pages are hereby unanimously approved by all the shareholders of Bella Strada Townhomes Homeowners Association.



Ann Bell



John McDonnell



Marty McDonnell

DATED this 6th day of August, 2013.

Property of Cook County Clerk's Office

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EXHIBIT "E"

ACCESS, PARKING, AND MAINTENANCE AGREEMENT

Property of Cook County Clerk's Office

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FOR RECORDERS USE ONLY

**ACCESS, PARKING AND MAINTENANCE
AGREEMENT**

P.I.N.: 22-20-407-029, 22-20-407-030, 22-20-407-031, 22-20-407-032, 22-20-407-033, 22-20-407-034, 22-20-407-035, 22-20-407-036, 22-20-407-037, 22-20-407-038, 22-20-407-039, 22-20-407-040, 22-20-407-041, 22-20-407-042, 22-20-407-043, 22-20-407-044, 22-20-407-045, 22-20-407-046, 22-20-407-047, 22-20-407-048, 22-20-407-049

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21 IN THE RESUBDIVISION OF BELLA STRADA SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN SENFFNER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2010, AS DOCUMENT NUMBER 1020710040, IN COOK COUNTY, ILLINOIS.

THIS AGREEMENT ("Agreement") is made as of the 6th day of August, 2013, between Bella Strada Townhomes Homeowners Association an Illinois Not-For-Profit Corporation, (hereinafter referred to as "Bella Strada"); Talcott Avenue of Lenox Townhome Association (hereinafter referred to as "Talcott Avenue") and Castletown Homes Inc., and Illinois Corporation.

WITNESSETH

WHEREAS, The above stated P.I.N.s have been subdivided into twenty-one (21) Lots (attached hereto and incorporated herein as Exhibit "A", a copy of the Plat of Subdivision)

THIS DOCUMENT PREPARED BY:**AFTER RECORDING MAIL TO:**

Peter Coules, Jr.
Donatelli & Coules, Ltd.
15 Salt Creek Lane, Suite 312
Hinsdale, IL 60521

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labeled Lots 1 - 21. Said Plat was approved by the Village of Lemont, as Resolution R-39-10 and both the Resolution and Plat were recorded as Document #1020710040 on July 26, 2010; and

WHEREAS, Castletown Homes, Inc. is the legal title holder of real property located in the County of Cook and State of Illinois (Exhibit "B"), which encompasses Lots #1-#10 and #16-#21, all of which are part of Bella Strada; and

WHEREAS, Talcott Avenue controls the following real property located in the County of Cook and State of Illinois (Exhibit "C"), which encompasses Lots #11, #12, #13, #14, and #15 as they are the lots which are part and parcel of Talcott Avenue; and

WHEREAS, Lots #11 through and including #15 have been improved with Townhomes that are in the Talcott Avenue Townhome Association; and

WHEREAS, Lots #1 through #10 and Lots #16 through #20 will be improved with Townhomes and Lot #21 will be improved with a driveway, all of which will be in the Bella Strada Townhomes Homeowners Association; and

WHEREAS, the Declarant wishes to provide for the cross access, parking and maintenance of Lot #21, which provides access to Lots #1 through and including #20 and to create certain rights, privileges, obligations, duties and easements with respect thereto and the maintenance of said Lot #21.

NOW, THEREFORE, the parties as the legal title holders heretofore described and for the purposes set forth above, (with all of the above recitals incorporated herein) declare as follows:

ARTICLE I DEFINITIONS

For the purposes of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Section 1.0. Parking and Access Common Area. "Parking and Access Common Area" means the entrance, driveways and all area within the boundaries of Lot Twenty-one.

ARTICLE II EASEMENTS

Section 2.1. Easements for Use of Parking and Access Common Area.

- (a) Declarant hereby grants easements in the Parking and Access Common Area on Lot Twenty-one (collectively they are the Property) for the benefit of the Owners of Lot #1 through and including Lot #20 (as set forth above):
 - (1) access to Talcott Avenue;

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- (2) ingress and egress to and from the Lots #1 through and including #20 (Exhibits "B" and "C");
 - (3) circulation and passage of vehicles; and
 - (4) circulation, passage and accommodation of pedestrians.
- (b) Enjoyment of the easements granted by this Section shall commence on the date the Parking and Access Common Area is completed.
- (c) No owner or successor owner of any portion of Lot Twenty-One may change the Parking and Access Common Area in any way that obstructs the access from the other Lots, (Exhibit "B" and "C") unless the same is required by the Village of Lemont or other applicable authority.
- (d) The easements granted by this Section shall not materially interfere with any Owner's use of its premises or operation of its business.

ARTICLE III MAINTENANCE AND REPAIR

Section 3.1. Maintenance of Parking and Access Common Area (Lot #21).

- (a) The Bella Strada Townhomes Homeowner's Association shall solely operate, maintain, keep, repair and replace or cause to be operated, maintained, kept, replaced and repaired all of Lot #21 (the Parking and Access Common Area), and shall use diligent efforts to keep the same, or cause the same to be continuously kept, in good condition and repair, in a safe and sound condition, and clean and free of rubbish, debris and hazards in accordance with practices prevailing in first-class town home subdivisions in the Chicago Metropolitan Area, and any and all laws, rules, ordinances, regulations or orders of any governmental or quasi-governmental authority having jurisdiction over all or any portion of the Lots, which include but is not limited to:
- (1) Inspection, maintenance, repair and replacement of driveways, entrances, exits, curbs, pole lights, and other Improvements in a smooth and evenly covered condition with the type of surface material originally installed thereon (to the extent reasonably possible) or such substitute therefore as shall be in all respects better or equal in quality, appearance and durability to such original surface material;
 - (2) Payment of all electrical and other utility charges or fees for services furnished to the Parking and Access Common Area;

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- (3) Snow removal, when and if necessary, and sweeping and removal of rubbish and debris as reasonably required to keep the Parking and Access Common Area clean and free of litter and debris; and
- (4) Maintenance of landscaping and vegetation.

Section 3.2. Failure of Performance. If the Bella Strada Townhomes Homeowner's Association fails to perform or cause to be performed any of its duties or obligations provided in this Agreement (hereinafter referred to as the Failing Party), the Talcott Avenue of Lemont Townhome Association (such other owner is hereinafter referred to as the Curing Party) may, after thirty (30) days' written notice to the Bella Strada Townhomes Homeowner's Association, file a lawsuit to enforce the same. The Prevailing Party shall be entitled, in addition to any other relief, to collect from the other Party any costs or expenses, including attorneys' fees incurred in enforcing this Agreement.

ARTICLE IV EASEMENTS AND RIGHTS TO RUN WITH THE LAND

Section 5.1. All easements and rights described herein are easements and rights running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on the Declarant, its successors and assigns, and any owner, purchaser, mortgagee or other person having interest in the Property, or any part or portion thereof.

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IN WITNESS WHEREOF, declarant as aforesaid and has caused its name to be signed to these presents by its Director, this 6th day of August, 2013.

Bella Strada Townhomes Homeowners Association

[Handwritten signature of Ann Bell]

By: Ann Bell
Its: Director

STATE OF Illinois)
) ss
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ann Bell, personally known to me to be the Managing Member of Bella Strada Townhomes Homeowners Association, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary action of such Company.

Given under my hand and official seal, this 6th day of August, 2013.

Kristin Grigsby

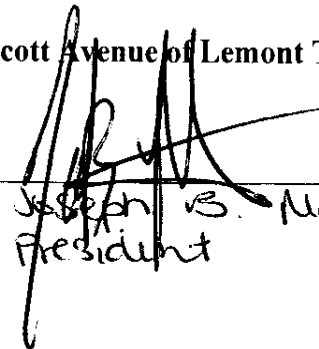
Notary Public



UNOFFICIAL COPY

IN WITNESS WHEREOF, declarant as aforesaid and has caused its name to be signed to these presents by its President, this 18th day of September, 2013.

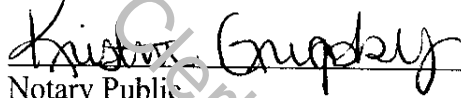
Talcott Avenue of Lemont Townhome Association

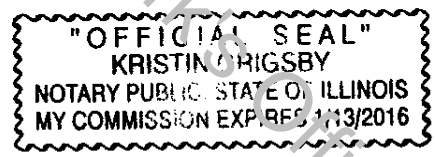

By: Joseph B. Martin
Its: President

STATE OF Illinois)
) ss
COUNTY OF DuPage)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph B. Martin, personally known to me to be the President of Talcott Avenue of Lemont Townhome Association, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary action of such Company.

Given under my hand and official seal, this 18th day of September, 2013.

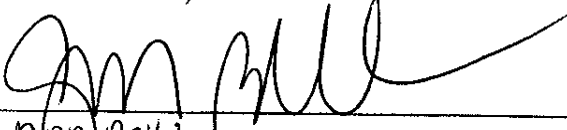

Notary Public



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IN WITNESS WHEREOF, declarant as aforesaid and has caused its name to be signed to these presents by its authorized agent, this 6 day of August, 2013.

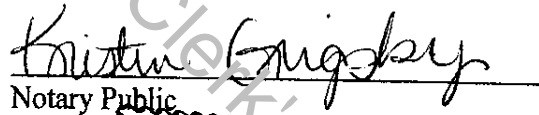
Castletown Homes, Inc.


By: Ann Belu
Its: Authorized Agent

STATE OF Illinois
COUNTY OF DuPage^{ss}

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ann Belu, personally known to me to be the officer of Castletown Homes, Inc., is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary action of such Company.

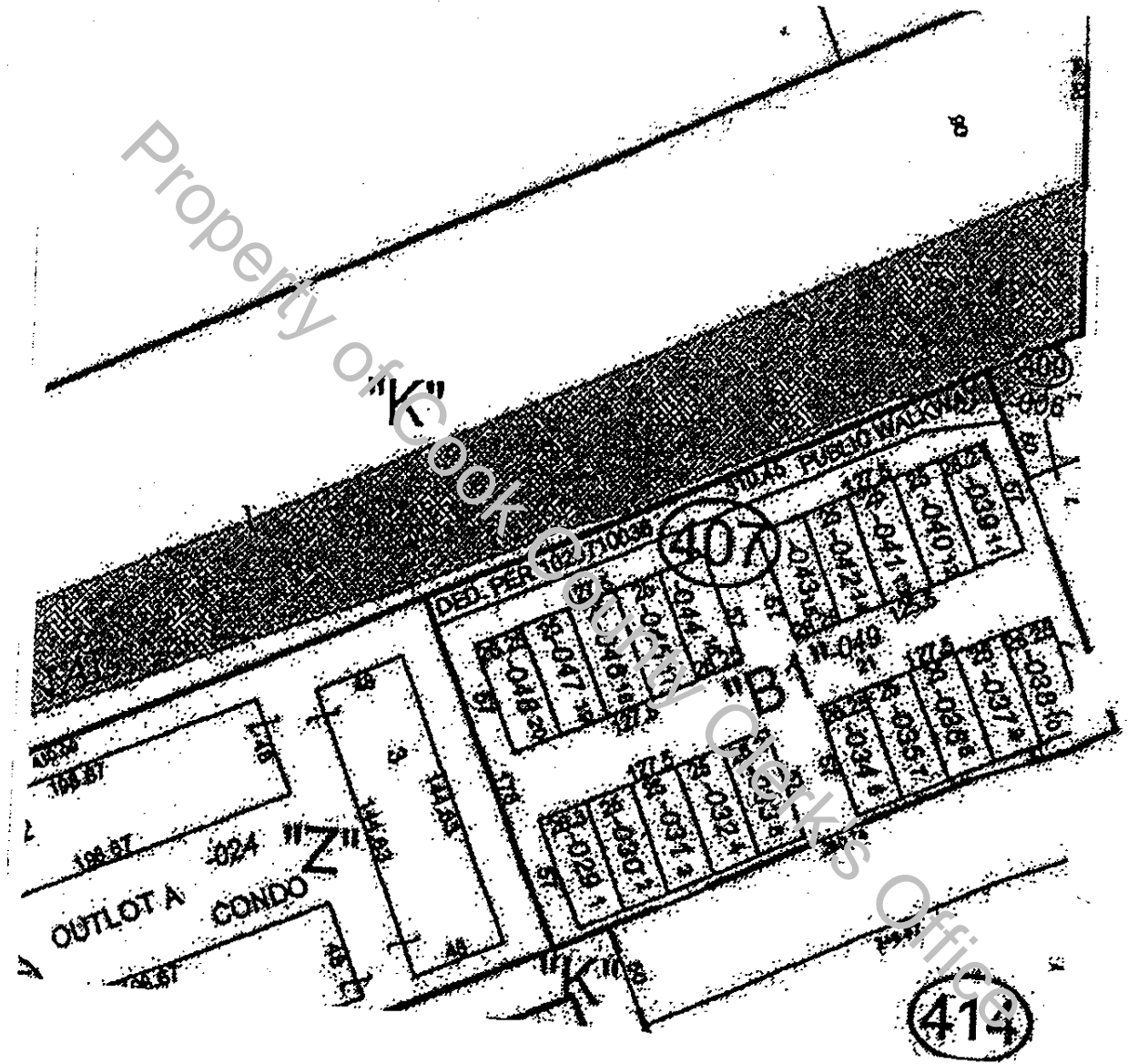
Given under my hand and official seal, this 6th day of August, 2013.


Notary Public



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EXHIBIT "A" TO ACCESS, PARKING AND MAINTENANCE AGREEMENT



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THIS PLAT OR MAP HAS BEEN
 PREPARED FOR RECORDING BY AND
 RETURN TO:
 VILLAGE CLERK
 VILLAGE OF LEMONT
 418 MAIN STREET
 LEMONT, ILLINOIS 60439

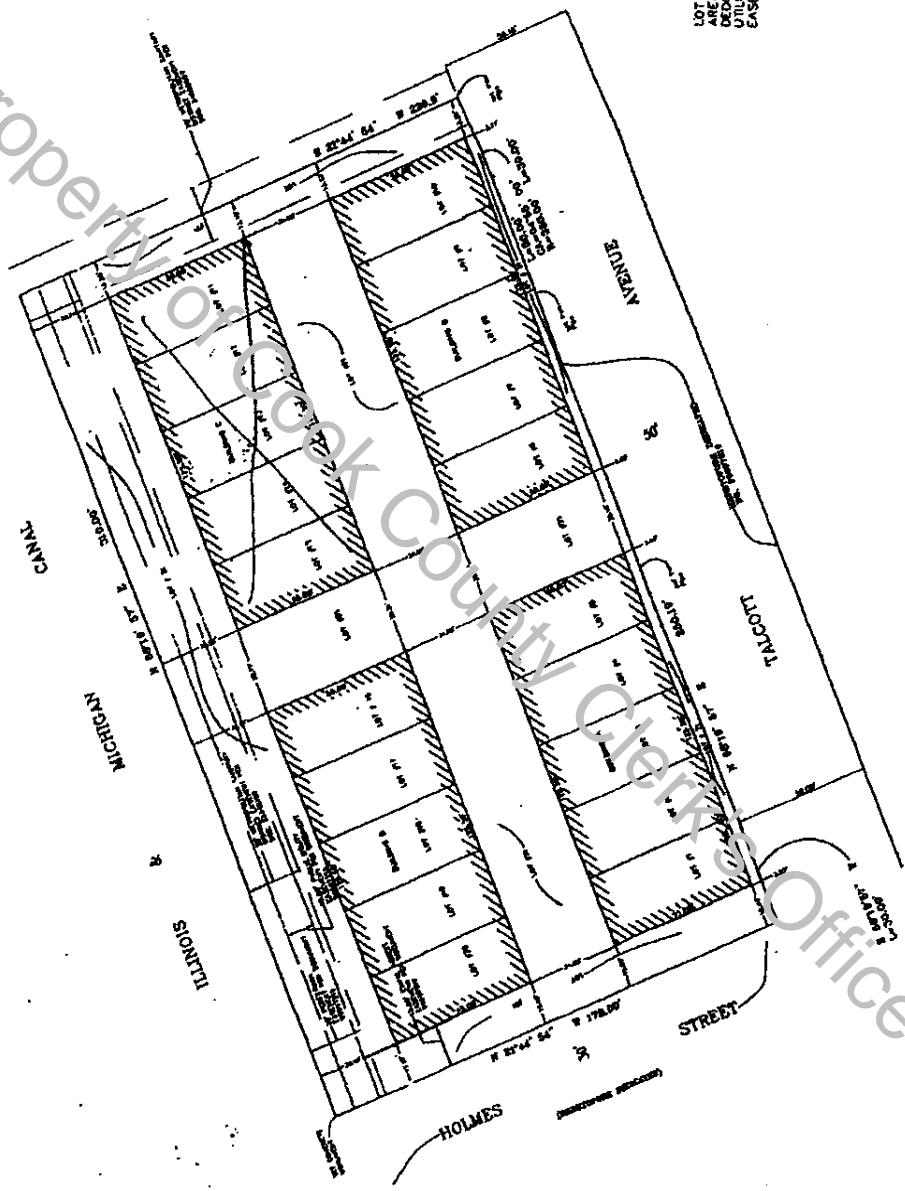
- P2N Net (Easting)
1. 22-20-407-005-0000
 2. 22-20-407-006-0000
 3. 22-20-407-007-0000

08151806
 2 of 2

DAVIDSON & ASSOCIATES, INC.
 2140 7th Street, Suite 201
 Lemont, IL 60439
 Phone: 630-718-1000
 Fax: 630-718-1001

DJA
 CIVIL ENGINEERS & SURVEYORS
 DAVID J. ANDERSON & ASSOCIATES, INC.
 2140 7th Street, Suite 201
 Lemont, IL 60439
 Phone: 630-718-1000
 Fax: 630-718-1001

Plat of Subdivision
 of
BELLA STRADA Subdivision
 Lemont, Illinois
 A Subdivision of part of the Southeast Quarter of Lots 13, 14, 15 and 16 of the
 West 1/2 Section 20, T22N, R20W, S04E, of Cook County, Illinois.



LOT 201 IS A COMMON
 AREA AND ARE HEREBY
 DEDICATED AS PUBLIC
 UTILITY AND DRAINAGE
 EASEMENTS

RECORDING FEE \$1150
 MAIL _____
 OF _____

Bella Strada, LLC
 1317 Oak Avenue
 Lemont, IL 60439

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Page 2 of 2

County Clerk's Certificate

STATE OF ILLINOIS
COUNTY OF LAKE

1. I, the undersigned, County Clerk of the County of Lake, State of Illinois, do hereby certify that the following is a true and correct copy of the original as filed in my office on the 14th day of March, 2008.

Deed to the R.R. of the Chicago & North Branch River, State of Illinois, County of Cook, Illinois, dated and recorded in my office on the 14th day of March, 2008.

STATE OF ILLINOIS
COUNTY OF LAKE

This is to certify that the above is a true and correct copy of the original as filed in my office on the 14th day of March, 2008.

STATE OF ILLINOIS
COUNTY OF COOK

Deed to the R.R. of the Chicago & North Branch River, State of Illinois, County of Cook, Illinois, dated and recorded in my office on the 14th day of March, 2008.

County Clerk's Certificate

STATE OF ILLINOIS
COUNTY OF COOK

1. I, the undersigned, County Clerk of the County of Cook, State of Illinois, do hereby certify that the following is a true and correct copy of the original as filed in my office on the 14th day of March, 2008.

Deed to the R.R. of the Chicago & North Branch River, State of Illinois, County of Cook, Illinois, dated and recorded in my office on the 14th day of March, 2008.

STATE OF ILLINOIS
COUNTY OF COOK

This is to certify that the above is a true and correct copy of the original as filed in my office on the 14th day of March, 2008.

STATE OF ILLINOIS
COUNTY OF COOK

Deed to the R.R. of the Chicago & North Branch River, State of Illinois, County of Cook, Illinois, dated and recorded in my office on the 14th day of March, 2008.

County Clerk's Certificate

STATE OF ILLINOIS
COUNTY OF LAKE

1. I, the undersigned, County Clerk of the County of Lake, State of Illinois, do hereby certify that the following is a true and correct copy of the original as filed in my office on the 14th day of March, 2008.

Deed to the R.R. of the Chicago & North Branch River, State of Illinois, County of Lake, Illinois, dated and recorded in my office on the 14th day of March, 2008.

STATE OF ILLINOIS
COUNTY OF LAKE

This is to certify that the above is a true and correct copy of the original as filed in my office on the 14th day of March, 2008.

STATE OF ILLINOIS
COUNTY OF LAKE

Deed to the R.R. of the Chicago & North Branch River, State of Illinois, County of Lake, Illinois, dated and recorded in my office on the 14th day of March, 2008.

NOTICE TO CREDITORS AND NOTICE OF DEBTS

A non-judicial sale of real estate will be held by the undersigned on the 14th day of March, 2008, at 10:00 AM, at the premises located at 1234 N. State Street, Chicago, Illinois. The property is being sold to satisfy a mortgage of \$100,000.00, recorded in Cook County, Illinois, on the 14th day of March, 2008.

COOK SO COMPANY AND ATRV CORPORATION
An agreement to borrow money for and granted to Cook Company and ATRV Corporation, their successors and assigns, under the terms of a promissory note, dated and recorded in my office on the 14th day of March, 2008.

NOTICE TO CREDITORS AND NOTICE OF DEBTS
An agreement to borrow money for and granted to Cook Company and ATRV Corporation, their successors and assigns, under the terms of a promissory note, dated and recorded in my office on the 14th day of March, 2008.

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NOTICE TO CREDITORS AND NOTICE OF DEBTS
An agreement to borrow money for and granted to Cook Company and ATRV Corporation, their successors and assigns, under the terms of a promissory note, dated and recorded in my office on the 14th day of March, 2008.

DJA
SOLICITORS
1111 N. Dearborn Street, Suite 1100
Chicago, Illinois 60610
Tel: 312.329.1100
Fax: 312.329.1101

081751808
2 of 2

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EXHIBIT "B" TO ACCESS, PARKING AND MAINTENANCE AGREEMENT

Bella Strada Townhome Homeowner's Association

LEGAL DESCRIPTION

LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 16, 17, 18, 19, 20, 21 IN THE RESUBDIVISION OF BELLA STRADA SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN SENFFNER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2010, AS DOCUMENT NUMBER 1020710040, IN COOK COUNTY, ILLINOIS.

P.I.N.'s

22-20-407-029	22-20-407-030
22-20-407-031	22-20-407-032
22-20-407-033	22-20-407-034
22-20-407-035	22-20-407-036
22-20-407-037	22-20-407-038
22-20-407-044	22-20-407-045
22-20-407-046	22-20-407-047
22-20-407-048	22-20-407-049

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "C" TO ACCESS, PARKING AND MAINTENANCE AGREEMENT

Talcott Avenue of Lemont Townhome Association

LEGAL DESCRIPTION

LOTS 11, 12, 13, 14, and 15 IN THE RESUBDIVISION OF BELLA STRADA SUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, AND 3 IN SENFFNER SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 20, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 2010, AS DOCUMENT NUMBER 1020710040, IN COOK COUNTY, ILLINOIS.

P.I.N.'s

22-20-407-039

22-20-407-041

22-20-407-043

22-20-407-040

22-20-407-042

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "F"

PLAT OF SURVEY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

THIS PLAT OR MAP HAS BEEN
 SUBMITTED FOR RECORDING BY AND
 RETURN TO:
 VILLAGE CLERK
 418 MAIN STREET
 LEMONT, ILLINOIS 60439

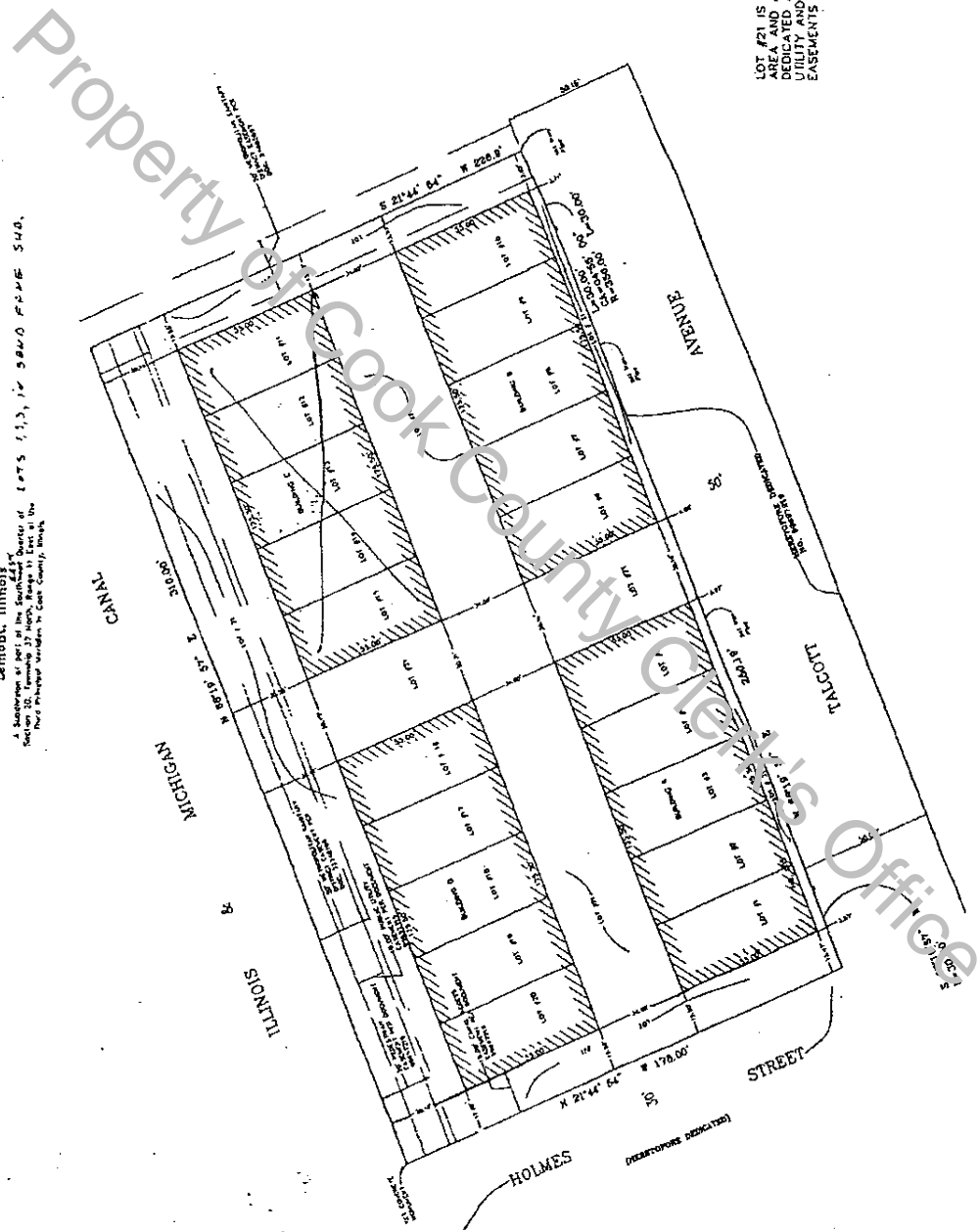
- PREPARED BY (EXHIBIT/NO.)
1. 22-20-407-005-0000
 2. 22-20-407-006-0000
 3. 22-20-407-007-0000

087518065
 2 of 2
 1 of 2

MAP
 State of Illinois
 Department of Transportation
 Bureau of Surveying and Mapping
 215 North Dearborn Street, 11th Floor
 Chicago, Illinois 60610-4000
 Tel: 312.343.1000 Fax: 312.343.1001

DJA CIVIL ENGINEERS & SURVEYORS
 DAVE JOHNSON and ASSOCIATES, L.P.
 1317 Oak Avenue
 Lemont, IL 60439
 Phone: 630.752.8000 Fax: 630.752.8059
 e-mail: DJA@djainc.com

Plat of Subdivision
 of
BELLA STRADA SUBDIVISION
 Lemont, Illinois
 A Subdivision of 17 Acres, Section 17, Township 20N, Range 10E, County of Cook, State of Illinois
 First Principal Surveyor: Cook County, Illinois



RECORDING FEE \$ 2,000.00
 DATE _____ COPIES 2
 BY _____

EXHIBIT "F"
 Page 1 of 2

Bella Strada, LLC
 1317 Oak Avenue
 Lemont, IL 60439

Owner's Certificate
 STATE OF ILLINOIS
 COUNTY OF Cook
 I, JIM HANLEY
 do hereby certify that the plat of Public Utility and Drainage Easement is the correct plat for the lot shown and is a true and correct representation of the plat for the lot shown and is a true and correct representation of the plat for the lot shown. I, JIM HANLEY am the owner of the lot shown and have no other interest therein. I have not received any other plat for the lot shown and have no other plat for the lot shown. I have not received any other plat for the lot shown and have no other plat for the lot shown.

Dated this 19th day of June, 2008.
Jim Hanley
 Owner

Village Engineer's Certificate
 STATE OF ILLINOIS
 COUNTY OF Cook
 I, Rita M. Stach Village Engineer of the Village of Lemont, Illinois, do hereby certify that the plat of Public Utility and Drainage Easement is the correct plat for the lot shown and is a true and correct representation of the plat for the lot shown and is a true and correct representation of the plat for the lot shown. I have not received any other plat for the lot shown and have no other plat for the lot shown. I have not received any other plat for the lot shown and have no other plat for the lot shown.

Dated this 19th day of June, 2008.
Rita M. Stach
 Village Engineer

Surveyor's Certificate
 STATE OF ILLINOIS
 COUNTY OF Cook
 I, John P. Dill Surveyor, do hereby certify that the plat of Public Utility and Drainage Easement is the correct plat for the lot shown and is a true and correct representation of the plat for the lot shown and is a true and correct representation of the plat for the lot shown. I have not received any other plat for the lot shown and have no other plat for the lot shown. I have not received any other plat for the lot shown and have no other plat for the lot shown.

Dated this 19th day of June, 2008.
John P. Dill
 Surveyor

Public Utility and Drainage Easement Certificate
 A non-negotiable easement is hereby reserved and granted to the Village of Lemont, Illinois, for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement. This easement shall be for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement. This easement shall be for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement.

When under my hand and seal of the County Clerk at Chicago, Illinois, this 19th day of June, 2008.

Notary Public for Cook County, Illinois
 My Comm. Expires 05-31-2013
Jeffrey J....
 County Clerk

President & Board of Trustees Certificate
 STATE OF ILLINOIS
 COUNTY OF Cook
 I, John P. Dill President of the Board of Trustees of the Village of Lemont, Illinois, do hereby certify that the plat of Public Utility and Drainage Easement is the correct plat for the lot shown and is a true and correct representation of the plat for the lot shown and is a true and correct representation of the plat for the lot shown. I have not received any other plat for the lot shown and have no other plat for the lot shown. I have not received any other plat for the lot shown and have no other plat for the lot shown.

Dated this 19th day of June, 2008.
John P. Dill
 President

COMED COMPANY AND AT&T CORPORATION
 An easement is hereby reserved for and granted to COMED Company and AT&T Corporation, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, use and operation of underground electric and communications cables and appurtenances thereon, along and upon the surface of the property shown on the plat and shown on the plat for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement.

Dated this 19th day of June, 2008.
[Signature]
 Village Clerk

CONCAST COMMUNICATIONS
 An easement is hereby reserved for and granted to Concast Communications Corporation, its successors and assigns, jointly and severally, for the installation, maintenance, relocation, use and operation of cable communication systems, along and upon the surface of the property shown on the plat and shown on the plat for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement.

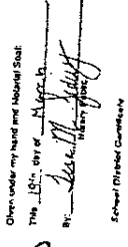
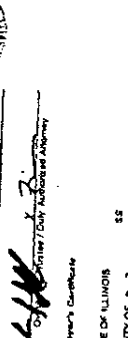
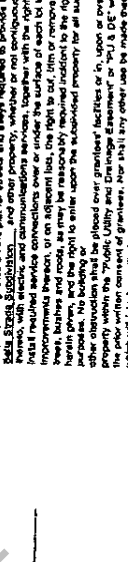
Dated this 19th day of June, 2008.
[Signature]
 Village Clerk

COMED COMPANY AND AT&T CORPORATION
 An easement is hereby reserved for and granted to COMED Company and AT&T Corporation, their successors and assigns, jointly and severally, for the installation, maintenance, relocation, use and operation of underground electric and communications cables and appurtenances thereon, along and upon the surface of the property shown on the plat and shown on the plat for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement.

CONCAST COMMUNICATIONS
 An easement is hereby reserved for and granted to Concast Communications Corporation, its successors and assigns, jointly and severally, for the installation, maintenance, relocation, use and operation of cable communication systems, along and upon the surface of the property shown on the plat and shown on the plat for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement.

Public Utility and Drainage Easement Certificate
 A non-negotiable easement is hereby reserved and granted to the Village of Lemont, Illinois, for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement. This easement shall be for the use and enjoyment of the village for all utilities shown on the plat, to wit: public utility and drainage easement.

0817578068
 2 of 2



2 of 2

DJA CIVIL ENGINEERS & SURVEYORS
 DAVE JOHNSON AND ASSOCIATES, INC.
 311 East DuSable Avenue, Suite 100
 Des Plaines, Illinois 60018
 Phone: 708.399.1100
 Fax: 708.399.1101
 E-mail: DJA@DJASURV.COM