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## AMENDED AND RESTATED DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CAMBRIDGE PLACE OF ORLAND PARK TOWNHOUSE ASSOCIATION

This document prepared by and after recording to  
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A handwritten signature in black ink, appearing to be the initials 'KW'.

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## AMENDED AND RESTATED DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CAMBRIDGE PLACE OF ORLAND PARK TOWNHOUSE ASSOCIATION

This Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements for Cambridge Place of Orland Park Townhouse Association has been approved this 19 day of November, 2015, by no less than two-thirds (2/3) of the Board of Directors of Cambridge Place of Orland Park Townhouse Association ("Association"), pursuant to Section 1-60 of the Illinois Common Interest Community Association Act ("Act");

WHEREAS, Association and its Owners are the legal title holders of certain real property in the County of Cook and State of Illinois, which real estate is legally described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property has been improved with residential townhome units together with certain Common Areas (as hereinafter defined); and

WHEREAS, the Property has been subjected to the covenants, conditions, restrictions, easements, assessments, charges and liens in the Original Declaration that was recorded in Cook County under Document Number 90165352 ("Original Declaration") as again set forth in this Amended and Restated Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for Cambridge Place of Orland Park Townhouse Association ("Amended Declaration").

NOW, THEREFORE, Association hereby declares that the Property shall be held, transferred, conveyed and occupied subject to this Amended and Restated Declaration and the following covenants, conditions, restrictions, easements, assessments, charges and liens which are for the purpose of protecting the value and desirability of and which shall run with the Property subjected hereto and be binding on and inure to the benefit of any Owner (as hereinafter defined) thereof and to all parties having or acquiring any right, title or interest therein or in any part thereof.

The Association affirmatively elects to be covered by the Common Interest Community Association Act and hereby declares that all of the Common Property and the Property as herein defined, in addition to such covenants, conditions, easements and restrictions as may appear on any recorded plat of subdivision of the Project, shall be held, subject to this Amended Declaration upon its recording in the Cook County Recorder of Deeds Office.

### ARTICLE I. – DEFINITIONS

1.01 Acceptable Technological Means. Electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

1.02 Act. Illinois Common Interest Community Association Act, as amended from time to time.

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- 1.03 Adjoining Parcel. That portion of the additional lands immediately adjoining the Property, and legally described as Exhibit "D" attached to the Original Declaration and by this reference made a part hereof which Declarant may elect to annex to the Property pursuant to the terms of Article XII hereof.
- 1.04 Assessment Parcel. A portion of a Lot in Cambridge Place of Orland Park, being a Subdivision of all or any part of the Property and the Adjoining Parcel, designated as such in any recorded Assessment Plat of any such Lot and upon which a Townhouse Unit is constructed.
- 1.05 Association. Cambridge Place Townhouse Association, a corporation existing under the General Not For Profit Corporation Act of the State of Illinois.
- 1.06 Board. The Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provisions of Article III.
- 1.07 By-Laws. The Bylaws of the Cambridge Place Townhouse Association, a copy of which is attached as Exhibit "C" hereto and by this reference made a part hereof.
- 1.08 Common Area. All portions of the Property intended for the common and exclusive use and enjoyment of all members of the Association and such uses thereto by way of easement or other grant as may be granted for the common and exclusive use and enjoyment of the Owners. The Common Area is legally described in Exhibit "B" attached to the Original Declaration, and shall include such additions thereto as may hereafter be brought within the jurisdiction of the Association. The Common Area shall generally include open space, driveways, walkways and green areas, and shall not include any Assessment Parcels or Townhouse Units.
- 1.09 Electronic Transmission. Any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.
- 1.10 Family. One or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with his or their domestic servants, maintaining a common household in a Townhouse Unit.
- 1.11 Member. Any person or entity who holds membership in the Association.
- 1.12 Occupant. Any person or persons other than the Owner in possession of a Townhouse Unit.
- 1.13 Owner. The record owner, whether one or more persons or entities, of a fee simple title to any Assessment Parcel, as hereafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.14 Prescribed Delivery Method. Means mailing, delivering, posting in an association publication that is routinely mailed to all members, electronic transmission, or any other delivery method that is approved in writing by the member and authorized by the community instruments.

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- 1.15 Property. That certain real estate described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- 1.16 Townhouse Unit. A residential housing unit consisting of a group of rooms which may be attached to one or more other Townhouse Units by common party walls and which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined, as located upon the Property.

## ARTICLE II. - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Assessment Parcel which is subject by covenants of record to assessment by the Association, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Assessment Parcel which is subject to assessment by the Association. Ownership of such Assessment Parcel shall be the sole qualification of membership. Voting rights with regard to each Member are set forth in Article III hereof.

## ARTICLE III. - VOTING RIGHTS AND BOARD OF DIRECTORS

3.01 Membership Classes. The Association shall have one class of voting membership:

All those owners as defined in Article II. All Members shall be entitled to one vote for each Assessment Parcel in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Assessment Parcel, all such persons shall be Members. The vote for such Assessment Parcel shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Assessment Parcel.

3.02 Membership Withdrawal. The provisions Article III hereof shall be mandatory. No owner of any interest in any Assessment Parcel shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom, or the part of any such owner shall be of any force and effect for any purpose.

3.03 Board of Directors. The Association shall have a Board of five (5) directors who shall be elected by the Members of the Association at such intervals as the corporate charter and Bylaws of the Association shall provide, except the vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board if so provided by the corporate charter or Bylaws. The Association shall have such officers as shall be appropriate from time to time who shall be elected by the Board who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the charter or Bylaws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers

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under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The corporate charter and Bylaws of the Association may include such provisions for the indemnification of its officers and directors as shall be permissible by law.

3.04 Not-For-Profit Corporation. The Association, being a Not For Profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

3.05 Board Powers. Whenever possible, the Association shall perform its functions and carry out duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have power to perform its functions and carry out its duties.

3.06 Board Resolutions. The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Assessment Parcels and the use thereof.

3.07 Books and Records. The books and records to be kept by the Board shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, or any holder of a first mortgage lien on an Assessment Parcel at such reasonable time or times during the normal business hours as may be requested by the Owner or by the holder of said first mortgage lien. The Books and records available for inspection are as follows:

a. Copies of the recorded Declaration, other Community Instruments, other duly recorded covenants and bylaws and any amendments, articles of incorporation, annual reports, and any rules and regulations adopted by the Board shall be available.

b. Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

c. The minutes of all meetings of the Board which shall be maintained for not less than 7 years.

d. With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the members, which shall be maintained for not less than one year.



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e. With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit Association pursuant to Section 107.75 of the General Not For Profit Association Act of 1986 shall be maintained.

f. With respect to Units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

g. Where a request for records under this subsection is made in writing to the Board, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board.

h. A reasonable fee may be charged by the Board for the cost of retrieving and copying records properly requested.

i. If the Board fails to provide records properly requested above within the time period provided for herein, the member may seek appropriate relief and shall be entitled to an award of reasonable attorney's fees and costs if the member prevails and the court finds that such failure is due to the acts or omissions of the Board.

## ARTICLE IV. - PROVISIONS RELATING TO THE COMMON AREA

4.01 Perpetual Right and Non-Exclusive Easement. Every Member shall have a perpetual right and non-exclusive easement in, over, upon, along, across and to the Common Area for ingress and egress and use of the open spaces and other common facilities and the Common Area shall be for the common use and enjoyment of each Member, and such easement shall be appurtenant to and shall pass with the title to every Assessment Parcel subject to the following provisions:

(a) The right of the Association on behalf of the Members to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to cast two-thirds (2/3) of the votes, if any, has been recorded, agreeing to such dedication or transfer.

4.02 Ingress and Egress. There shall be upon the Common Area such driveways or portions thereof and walks as shall be necessary to provide ingress and egress to and from the Assessment Parcels for the use and benefit of the Owners of the Assessment Parcels and their guests and invitees, and such landscaping, and walks, benches and spaces for the parking of motor vehicles and shall be in compliance with such governmental laws, ordinances and regulations as shall be in effect during the development of the Property. The use of driveways and parking spaces in the

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Common Area shall be regulated by the Association. There may also be upon the Common Area such facilities for the housing of tools, vehicles and equipment, and such other structures and facilities as shall be reasonably necessary for the carrying out of the duties imposed upon the Association hereunder, or as the Association may determine to erect from time to time.

4.03 Fences. There may be upon the Common Area fences of such design as the Association shall determine from time to time, and as shall be in conformity with all applicable governmental laws, ordinances and regulations.

4.04 Member Delegation of Ingress and Egress. Any Member may delegate, in accordance with the Bylaws, his right of ingress and egress to the Common Area to the members of his family, occupants, guests, invitees, or contract purchasers who reside on the Property.

4.05 Ownership Interest Percentage. Each Owner shall be entitled to an undivided percentage ownership interest in common in the Common Area. The percentage interest of each Owner shall be equal to the percentage interest of every other Owner. Each of such ownership interests in the Common Area shall be an undivided interest, and the Common Area shall be owned by the Owners as tenants in common in equal shares. The ownership of each Assessment Parcel shall not be conveyed separate from the percentage of ownership in the Common Area corresponding to said Assessment Parcel. The undivided percentage of ownership in the Common Area corresponding to any Assessment Parcel shall be deemed conveyed or encumbered with that Assessment Parcel, even though the legal description in the instrument conveying or encumbering said Assessment Parcel may refer only to the fee title to that Assessment Parcel.

4.06 Building, Construction, Reconstruction, Repair and Maintenance.

(b) The Association shall have the right and duty to build, construct, reconstruct, repair and maintain the Common Area

(c) The Association shall have the right of ingress and egress over and upon the Common Area for any and all purposes connected with the use, maintenance, construction, operation, repair and reconstruction of the Common Area.

(d) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Area and for the health, comfort, safety and general welfare of persons using the Common Area.

4.07 Express or Implied Dedication. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for any public use or purpose whatsoever.

4.08 Utilities. The Common Area will be subject to utility easements for sanitary and storm sewers, water, gas, electricity, telephone and any other necessary utilities. Illinois Bell Telephone Company, Commonwealth Edison Company, Northern Illinois Gas Company, and all other public and private utilities serving the Property are hereby granted the right to lay, construct, renew; operate and maintain conduits, cables, pipes, wires, transformers, switching

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apparatus and other equipment, into and through the Common Area and those portions of Assessment Parcels which are not improved with Townhouse Units for the purpose of providing utility services to the Property or any other portion of the Development Area.

4.09 Encroachment. In the event that, by reason of the construction, reconstruction, repair, movement, settlement or shifting of any structures located on the Property, any such structure encroaches or shall hereafter encroach upon any portion of the Property which is not owned by the owner of the encroachment, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the owner of such encroachment; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any owner if such encroachment or use is detrimental to or materially interferes with the reasonable use and enjoyment of the Property burdened thereby and if incurred due to the willful conduct of the owner of such encroachment.

## ARTICLE V. - MAINTENANCE OF TOWNHOUSE UNITS

5.01 Exterior Maintenance. The Association shall determine the need for any may carry out or cause to be performed all maintenance and repair to the exteriors of the Townhouse Units including, without limitation, all masonry walls, including the foundations thereof, roofs, gutters and downspouts made necessary and desirable in the discretion of the Association as a result of natural or ordinary wear and deterioration. The Association shall, in addition, determine the need for and shall carry out or cause to be performed all such maintenance and repair of all water, sewer, gas, telephone, and electrical lines incorporated in and forming a part of the Townhouse Units as originally constructed that service more than one Townhouse Unit and shall not include the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances, (provided, however, that the Association shall be responsible for the maintenance, repair and replacement, if necessary, of the sump pumps located in certain Townhouse Units which serve more than one Townhouse Unit), glass surfaces, patio and porch areas, patio and porch windows and doors, electrical fixtures, air conditioners and compressors, or any other portion of said unit which services only one Townhouse Unit or the interior of any Townhouse Unit or portion thereof. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Assessment Parcel is subject. The obligations of the Association as contained in this Section 5.01 shall be limited, however, to the extent that there are funds available in the Association's account from the assessments collected pursuant to Article VI hereof. In addition, the maintenance and repair of water softeners which are located in certain Townhouse Units and serve more than one Townhouse Unit shall be the responsibility of the Owners served by such water softeners.

5.02 Taxes and Levies. The Association shall pay, as agent and on behalf of the Owners and out of the funds furnished to it by them for such purpose, all taxes and other governmental impositions levied upon the Common Area or any part thereof.

5.03 Owner Maintenance Responsibility. Each Owner shall have the obligation to maintain in good condition and repair his glass surfaces, windows, front entry doors, electrical fixtures, patio, porch, lawn (including the lawn area adjacent to the Assessment Parcel), fences and

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walkways located on his Assessment Parcel. Privacy fences which separate one Assessment Parcel from another shall be maintained by the Owners of the respective Assessment Parcels which said fences benefit. Upon the failure of any Owner to maintain those areas not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter upon the Assessment Parcel and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Assessment Parcel in the same manner as provided in Article VI for nonpayment of maintenance assessments. Notwithstanding anything herein to the contrary, the Association may elect, through its agents and employees, to perform any or all of the obligations imposed on each Owner, and provided any such obligation is performed uniformly amongst all Assessment Parcels, the costs thereof may be paid for by the Association from its operating budget.

5.04 Water. The Association shall have the right to draw water from individual Townhouse Units as required for the efficient performance of its duties hereunder. The Association shall pay for all water/sewer bills incurred on the Property and each Owner shall be assessed for an equal share of said bills, regardless of whether or not water usage is individually metered.

5.05 Easements and Annexation Voting Rights. Any action by the Association which could affect the Owner's easement in the Common Area (mortgage, conveyance or dedication of the Common Area or annexation, merger, consolidation or dissolution of the Association) must have the consent of not less than two-thirds (2/3) of the Members.

## ARTICLE VI. - COVENANT FOR MAINTENANCE ASSESSMENTS

6.01 Assessments. Each Owner of any Assessment Parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or the conveyance, is deemed to covenant and agree to pay to the Association:

- (a) annual assessments or charges, and
- (b) special assessments for capital improvements or such other improvements upon the Property, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Assessment Parcel against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Assessment Parcel at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

6.02 Use of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the property, services and facilities devoted to this purpose and related to the use and enjoyment of such Common Area, and of the

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Townhouse Units situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and of the maintenance of the exteriors of the Townhouse Units (except as otherwise provided herein) as may from time to time be authorized by the Board, and other facilities and activities, including, but not limited to, mowing grass, caring for the grounds, landscaping, equipment, street lighting, if any, all sanitary and storm sewer and water lines, structures and appurtenances (other than those maintained by any governmental authority or utility company), perimeter fencing, if any, and other charges required by this Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve for repair, maintenance, replacements, taxes, and other charges as specified herein. In addition, water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Unit Owners shall be paid for by the Association from the maintenance fund. In the event any utilities which benefit the Common Area are directly charged to any Owner, the Association will reimburse such Owner for any such expense. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

6.03 Annual Assessments – Use and Sufficiency. The Board shall be authorized to fix the annual assessment in the amount sufficient to meet the costs and expenses as contained herein.

6.04 Special Assessments. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement (including those items of maintenance and repair set forth in Section 5.01 hereof) of a described capital improvement upon the Common Area, including the necessary fixtures and personal property relating thereto, if any. If an adopted budget or any special assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Lot Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied. Special assessments shall be allocated to each Owner in the same manner as such Owner's respective share of the Aggregate Annual Assessment.

6.05 Uniformity. Both annual and special assessments must be fixed at a uniform rate for all Townhouses and shall be collected on a monthly basis.

6.06 Payment and Notices. The annual assessments provided for herein shall commence for all Townhouses within the Property on the first day of the month following the conveyance of

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the first Townhouse. The Board shall fix the amount of the annual assessment against each Assessment Parcel at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be due on the first day of each month. An Owner shall first be liable for payment of the full monthly assessment on the 1st day of the month following conveyance of title to him. This payment shall be in addition to the prorated portion of the monthly assessment which Owner shall pay as of the date title to his Townhouse is conveyed. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Townhouse Parcel have been paid and, if not paid, the amount of any such deficiency. Such certificates shall be conclusive evidence of payment of any assessment therein.

6.07 Delinquent Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight (8%) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the respective Assessment Parcel and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to an Assessment Parcel, hereby expressly vests in the Association; or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property, except that the court shall restrain the defaulting Owner from reacquiring his interest at such judicial sale.

6.08 Subordination of Assessment Liens. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the Assessment Parcels provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Assessment Parcel which became due and payable subsequent to the date the holder of said mortgage takes possession of the Assessment Parcel, accepts a conveyance of any interest in the Assessment Parcel or has a receiver appointed in a suit to foreclose his lien.

## ARTICLE VII. - INSURANCE

7.01 Public Liability Insurance. The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring the Association from liability in connection with the ownership and/or use of the Common Area. The Association shall be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in the customary fire and extended coverage, vandalism and malicious mischief endorsements as the Association may deem desirable provided that such policies shall (i) provide that such policies may not be canceled or substantially modified without at least ten (10) days written notice to the Association and all mortgagees of record of the Common Area; (ii) provide that all mortgagees of record of the Common Area shall have the

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right to pay overdue insurance premiums and to obtain new coverage in the event the existing insurance policy lapses; (iii) provide for coverage in the amount of one hundred (100%) percent of full replacement value; and (iv) contain standard mortgage clause endorsements in favor of the mortgagee(s) of the Common Area, as their respective interests may appear. The Association may also obtain such other kinds of insurance as the Association shall from time to time deem prudent and desirable. The Association shall also maintain fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association, naming, as the insured the Association and written in an amount which is no less than one and one-half (1-1/2) times the insured's estimated annual expenses and reserves. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be canceled for non-payment of any premium or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record.

**7.02 Townhouse Unit Insurance.** The Association shall procure and maintain in full force at all times insurance covering the Townhouse Units consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and malicious mischief, to one hundred (100%) per cent of the full insurable value thereof, with loss payable on the basis of the cost replacement without deduction for depreciation, less a deductible amount of no more than five hundred (\$500.00) dollars. A certificate of insurance evidencing such coverage shall be furnished to each Owner and new certificates evidencing the renewal of each expiring policy of insurance shall be furnished to each Owner upon their request at least ten (10) days prior to the expiration date of the expiring insurance. In the event any Townhouse Unit or any portion thereof, shall be damaged or destroyed by fire or other casualty, the Association shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good as condition as existed immediately prior to such damage or destruction and in the same architectural style and design as originally constructed and shall conform in all respect to the laws or ordinances regulating the construction or reconstruction. In the event of the total or substantial destruction of all of the Townhouse Units, the architectural design of the Townhouse Units to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the Owners thereof, and in the absence of agreement, the rebuilt Townhouse Units shall be substantially similar in architectural design as the original Townhouse Units and shall be constructed of comparable materials. The Board, acting for the Association, shall procure the insurance coverage provided for in this Section 7.02, and the cost thereof shall be included as a cost and expense under Section 6.02 hereof.

**7.03 Homeowners' Insurance.** Each Owner shall be responsible for his own insurance on the contents of his Assessment Parcel, and furnishing and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability to the extent not covered by the policies or liability insurance obtained by the Board for the benefit of all Owners as above provided. All policies of casualty insurance carried by each Owner shall be without contribution as respects the policies of casualty insurance obtained by the Board for the benefit of all owners as above provided.

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Each Owner shall be required to report all additions or alterations to his Assessment Parcel promptly in writing to the Board, and to reimburse the Board for any additional insurance premiums attributable thereto, and each Owner shall be responsible for any deficiency in any insurance loss recovery which results from such Owner's failure to so notify the Board. The Board shall not be responsible for obtaining insurance on such additions or alterations unless and until such Owner shall make arrangements satisfactory to the Board for such additional premiums; and upon the failure of such Owner to do so, the Board shall not be obligated to apply any insurance proceeds to restore the affected Assessment Parcel to a condition better than the additions or alterations. "Additions" or "Alterations" shall mean property attached to the Assessment Parcel and not readily removable without damage to the Assessment Parcel, including but not limited to, carpeting, special flooring, special wall covering and paneling.

Upon failure of any Owner to reimburse the Board for any additional insurance premiums, the costs thereof shall become a lien upon the Owner's Assessment Parcel in the same manner as provided in Article VI hereof for nonpayment of maintenance assessments.

7.04 Submission to Insurance for Repairs, Restoration or Rebuilding. All repair, restoration or rebuilding pursuant to the provisions of this Article VII shall be carried out under such supervision and direction as the Board shall deem appropriate in order to assure the expeditious and correct completion of the work concerned, and the Owner or Owners of each Townhouse Unit which shall have been damaged or destroyed shall fully cooperate with, and abide by all instructions and directions of, the Association in connection therewith. In the event of such damage or destruction of a Townhouse Unit, the holder of the mortgage encumbering said Townhouse Unit shall allow the proceeds of any insurance required pursuant to Section 7.02 hereof to be utilized in restoring the Townhouse Unit pursuant to the terms of this Article.

In the event of any damage or destruction to the exterior portion of a Townhouse Unit and the loss is covered by policies of insurance, the Board shall have the authority to settle and adjust any claim under such policies without the consent of the respective Owner.

7.05 Condemnation. In the case of a taking or condemnation by competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association and proceeds, together with any Capital Reserves being held for such part of the Common Area shall, in discretion of the Board, either (i) be applied to pay the assessments levied by the Association, (ii) be distributed to the Owners and their respective mortgagees, as their interest may appear, in accordance with their respective interest in the Common Area or (iii) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners. Any acquisition by the Association pursuant to this Section of real estate which shall become Common Area hereunder shall not become effective unless and until a supplement to this Declaration, which refers to this Section and legally described the real estate affected, is executed by the Association and recorded.

## ARTICLE VIII. - RESTRICTIONS RELATING TO PROPERTY

8.01 Freehold Estate. Each Assessment Parcel conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.



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- 8.02 Business or Trade. The Assessment Parcels shall be used only for residential purposes, as a private residence, and no professional business or commercial use shall be made of the same, or any portion thereof or resident's use of an Assessment Parcel endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except as provided herein and provided further, that the Assessment Parcel restrictions contained in this Section shall not be construed in such manner as to prohibit an Owner from (a) maintaining his personal, professional library therein; (b) keeping his personal, business or professional records or accounts therein; or (c) handling his personal, business or professional telephone calls or correspondence therefrom.
- 8.03 Assessment Parcel Restrictions. No buildings other than Townhouse Units shall be located on each Assessment Parcel.
- 8.04 Temporary Structures. Except as hereinafter provided for, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a residence at any time, either temporarily or permanently.
- 8.05 Signs. No advertising sign (except one "For Rent" or "For Sale" sign of not more than five square feet per Townhouse Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Townhouse Unit except as provided herein.
- 8.06 Animals, Livestock or Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Assessment Parcel, except dogs, cats or other common household pets (not to exceed a total of one (1) pet per dwelling unit) may be kept, provided that they are not kept, bred, or maintained for commercial purposes.
- 8.07 Rubbish/Trash/Garbage. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Townhouse Units and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.
- 8.08 Laundry. Drying of clothes shall be confined to the interior of the Townhouse Units.
- 8.09 Exterior Walls, Roof, Patios or Porches. Owners shall not cause or permit anything to be placed on the outside walls, roof, patios, or porches, nor under porches, of any of the Townhouse Units and no sign, awning, canopy, shutter, radio, television antenna, or such other apparatus shall be affixed to or placed upon the exterior walls, roof, patios, or porches of any Townhouse Unit, or any part thereof, without the prior written approval of the Board. Patios shall be constructed at grade as a concrete slab only. Nothing herein shall prohibit the construction of one such patio per Townhouse Unit provided the patio is contiguous to the Townhouse Unit, has a floor area of not more than two hundred thirty (230) square feet, and does not alter established grade contours. It shall not be permitted to install a stairway connecting a porch with a patio or any other portion of any Assessment Parcel; nor shall it be permitted to enclose the sides of any porch or patio, except that the sides of a porch may be enclosed with approved screening.
- 8.10 Easements. An Owner shall do no act nor any work that will impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other Townhouse Units or their owners.

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Each Assessment Parcel is hereby declared to be the subject to an easement and right to and in favor of the Association and each and all of its employees, agents and instrumentalities to go upon such Assessment Parcel for reasonable inspection thereof from time to time and for the purpose of carrying out any and all of the obligations and functions with respect to such Assessment Parcel and the Townhouse Unit located thereon as are herein imposed upon or permitted to the Association. Each Assessment Parcel is further declared to be subject to an easement in favor of any adjoining Assessment Parcel to the extent necessary to permit the maintenance, supply, repair, and servicing of utility services to the various Assessment Parcels and Townhouse Units located thereon.

The Owner of each Assessment Parcel shall from time to time grant such additional easements and rights over, across, on, under and upon his Assessment Parcel as may be reasonably necessary in connection with the supply of any of the utilities described herein to any part of the Property.

8.11 Exterior Painting/Color. There shall be no change in any exterior color of any Townhouse Unit from the color scheme existing upon the date of the recording of this Declaration without the prior written approval of the Association.

8.12 Noxious or Offensive Activities. No nuisance, noxious or offensive activity shall be carried on the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants.

8.13 Common Areas – Use and Enjoyment. The Board may adopt such other rules and regulations from time to time governing the use and enjoyment of the Common Area and the use of the Assessment Parcels as the Board, in its sole discretion deems appropriate or necessary.

8.14 Parking and Driveways. Parking areas and driveways shall be used for parking operable automobile and shall not be used for parking campers, trailers, snowmobiles, boats, or any vehicles which because of their size cannot be parked inside the garage of a Townhouse Unit, nor for any other purpose. The Board may authorize such vehicles parked in violation of this provision to be towed away and any such towing charge shall become a lien upon the Assessment Parcel of the owner of the vehicle in the same manner as provided in Article VI hereof for non-payment of maintenance assessments.

8.15 Permanent Easements. Each Assessment Parcel and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Assessment Parcel to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Assessment Parcel, including roof structures which overhand and encroach upon the servient Assessment Parcel or Common Area, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement provided; however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not to be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or

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obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section 9.18. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by the owner of the dominant tenement notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area.

8.16 Fences, Walls and Landscaping. No building, fence, wall or other structure or landscaping shall be commenced, erected or maintained upon the Property except such as are installed or approved by the Board in connection with the initial development of the Townhouse Units upon the Property, nor shall any exterior addition to or change or alteration or, in the event of a casualty loss, any restoration made to the exterior portion of any Townhouse Unit, therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same, and the grading plan and landscape plan shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board or by an architectural committee of three (3) or more persons appointed by the Board. In the event the Board, or its architectural committee, fail to approve or disapprove such design and location within sixty (60) days after said plans and specifications have been submitted to it, or in the event no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Section 9.19 will be deemed to have been fully complied with. The Board or its architectural committee shall, in addition, have the right to approve the general contractor responsible for performing the work in connection with the restoration of the exterior portion of any Townhouse Unit in the same manner as approval of plans and specifications is obtained.

8.17 Flags. A flag or mount may not be installed by an Owner on any portion of the Common Area. A flag or mount may, however, be installed on that portion of the property that is under the exclusive use and control of that Owner. An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.

8.18 Disability. Until determined by federal or state legislation, administrative agency or court of law, the Common Area shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Lot Owner or Resident may make reasonable modification to his Lot, subject to the following regulations:

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- a. All requests for modification to the Lot must be in writing per Association Property Improvement Proposal guidelines.
- b. The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- c. The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- d. All work must be approved by the Board prior to commencing construction.
- e. The Board shall have the authority to establish a fee for administration, supervision and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Area.

**8.19 Lease.** No Townhouse Unit shall be leased by an Owner for hotel or transient purposes or for a term less than six (6) months and no portion of a Townhouse Unit which is less than the entire Townhouse Unit shall be leased. Each lease of any one or more Townhouse Units shall be in writing and a copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and Bylaws, of the Owner making such lease and any rules and regulations issued in connection herewith and the failure of the lessee to comply herewith shall constitute a default under the lease which shall be enforceable by the Board or the Association, and the lease shall be deemed to expressly so provide. The Owner making such lease shall not be relieved thereby from any of said obligations. In addition:

- (a) No unit shall be leased more frequently than two years out of any consecutive 10 year period. Leases may be extended by the Board, in its sole discretion, under circumstances the Board finds to be extenuating.
- (b) All tenant leases shall be pre-approved by the Board (by submitting same to the Management Agent) prior to commitment/execution of the lease. Failure to submit the lease to the Management Agent prior to its execution shall result in a fine on the unit owner in the amount of \$5.00 per day for every day that the unit owner is not in compliance.
- (c) The unit owner shall be responsible for providing a tenant with a copy of the Declaration of Covenants, Conditions and Restrictions and By-laws and obtaining a signed receipt acknowledging receipt of same by the tenant. This receipt shall be submitted to the Management Agent prior to the tenant taking residence and at the same time a lease is submitted for Board approval. Failure to submit this receipt of acknowledgement to the Management Agent shall result in a fine on the unit owner in the amount of \$5.00 per day for every day that the unit owner is not in compliance.

## ARTICLE IX. - PARTY WALLS

**9.01 General Provisions.** All dividing walls which straddle the boundary line between Assessment Parcels and which stand partly upon one Assessment Parcel and partly upon another, and all walls which serve two or more Townhouse Units, shall at all times be considered party walls, and each of the owners of Assessment Parcels upon which any such party wall shall stand

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shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for the support of said Townhouse Units and for the support of any building constructed to replace same, and shall have the right to maintain in or on said wall any pipes, ducts or conduits originally located therein or thereon subject to the restrictions hereinafter contained.

9.02 Modifications of Party Wall(s). No owner of any Assessment Parcel nor any successor in interest to any such owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

9.03 Damage or Destruction. In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the owner of any Assessment Parcel upon which such party wall may rest shall have the obligation to repair or rebuild such wall and the owner of each Assessment Parcel upon which such wall shall rest, be served or benefited by shall pay his aliquot portion of the cost of such repair or rebuilding. All such repair or rebuilding shall be done within a reasonable time, in a workmanlike manner with materials comparable to those used in the original wall and shall conform in all respects to the laws or ordinances regulating the construction of building in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

9.04 Negligent or Willful Acts. The foregoing provision of this Article notwithstanding, the owner of any Assessment Parcel, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any owner, or other interested part, to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's or other person's successor in title.

9.05 Cross Easements. The title of each owner to the portion of each party wall within such Townhouse Unit is subject to a cross easement in favor of the adjoining owner for joint use of said wall.

## ARTICLE X. - MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of each holder of a recorded first mortgage or trust deed encumbering an Assessment Parcel ("First Mortgagee") and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage or trust deed on an Assessment Parcel ("Insurer or Guarantor") and the Assessment Parcel number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of any Owner's obligations under this Declaration which is not cured within thirty (30) days. Any First Mortgagee of an Assessment Parcel who comes into possession of the said Assessment Parcel pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure

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shall, to the extent permitted by law, take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged Assessment Parcel which become due prior to (i) the date of the transfer of title or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first.

(b) Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(i) to examine current copies of this Declaration, the Bylaws, rules and regulations and the books and records of the Association during normal business hours;

(ii) to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statement which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, 51% or more of the First Mortgagees (by number) shall be entitled to have such an audited statement prepared at their expense;

(iii) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(iv) to receive written notice of any decision by the Owners to make a material amendment to the Declaration, By-Laws contained herein or Articles of Incorporation;

(v) to receive written notice of any lapse, cancellation or modification of any insurance policy or fidelity bond maintained by the Association; and

(vi) to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

(c) No provision of this Declaration or Articles of Incorporation to the Association or any similar instrument pertaining to the Property or the Assessment Parcels therein shall be deemed to give an Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages, in the case of distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of the Assessment Parcels, and/or the Common Area, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Assessment Parcels affected shall be entitled, upon specific written request, to timely written notice of any such loss.

(d) Unless the First Mortgagees of all of the Assessment Parcels which are a part of the Property have given their prior written approval, neither the Association nor the Owners shall be entitled to:

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- (i) by act or omission seek to abandon or terminate the Association and/or abrogate this Declaration, or to abandon, partition, subdivide, encumber, sell or transfer the Common Area;
- (ii) change the obligations of any Owner for purposes of levying assessments or charges of allocating distributions of hazard insurance proceeds or condemnation awards;
- (iii) use hazard insurance or condemnation proceeds for losses to any Property for other than the repair, replacement or construction of such improvements;
- (iv) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or exterior appearance of Townhouse Units, the exterior maintenance of Townhouse Units, or the maintenance of the Common Area; or
- (v) fail to maintain the insurance required in Section 7.01.
- (e) Unless the First Mortgagees of the individual Assessment Parcels representing at least fifty-one percent (51%) of the votes in the Association have given their prior written approval, neither the Association nor the Owners shall be entitled to:
- (i) amend the provisions of this Declaration concerning reserves, assessments, assessment liens or subordination of assessment liens, reallocating interests in the Common Area or rights to use, expansion or contraction of the Property or addition, annexation or withdrawal of the property to or from this Declaration, voting rights, responsibility for maintenance and repairs, insurance or fidelity bonds and leasing of units;
- (ii) impose any restrictions on an Owner's right to sell or transfer his Unit; or
- (iii) terminate professional management of the Property and assume self-management thereof.
- (f) Upon specific written request to the Association, each First Mortgagee, Insurer or Guarantor of a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Area if such damage or destruction or taking exceeds Ten Thousand Dollars (\$10,000.00), or if damage shall occur to an Assessment Parcel in excess of One Thousand Dollars (\$1,000.00), notice of such event shall also be given.
- (g) If any Assessment Parcel or portion thereof or the Common Area or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the

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First Mortgagee, Insurer or Guarantor of said Assessment Parcel will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle the Owner of a Assessment Parcel or other party to priority over such First Mortgagee with respect to the distribution to such Assessment Parcel of the proceeds of any award settlement.

(h) First Mortgagees may, singly or jointly, pay taxes or other charges which are in default and which may become a charge against the Common Area and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a new policy, for such Common Area and such First Mortgagees shall be owed immediate reimbursement from the Association.

## ARTICLE XI. - MISCELLANEOUS

11.01 Violations of Restrictions, Easements, Conditions, Covenants, Liens and Charges. The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the Association in prosecuting such action. The amount of such attorney's fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's Assessment Parcel, enforceable as other liens herein established. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

11.03 Enforceability. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the Owner of any Assessment Parcel subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive period of ten (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by those Members entitled to cast seventy-five percent (75%) of the total votes as provided for herein and then properly recorded. These covenants and restrictions may also be canceled or amended by an instrument signed by sixty-seven percent (67%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question. Any instrument executed pursuant to the provisions contained herein shall be filed for record in the Office of Recorder of Cook County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly.

11.04 Rules and Perpetuities. If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints



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on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of George Herbert Walker Bush, President of the United States of America, and Frederick T. Owens, Mayor of the Village of Orland Park, living at the date of this Declaration.

11.05 Notices. Any notices required to be sent to any member of the Association or to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing, or if sent by a Prescribed Delivery Method.

11.06 Re-Recording. If at any time or times the Board shall deem it necessary or advisable to re-record this Declaration or any part hereof in the Office of the Recorder of Cook County, Illinois, in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions here contained under any of the provisions of Chapter 83 of the Illinois Revised Statutes presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of Members shall vote against such re-recording, the Association shall have, and is hereby granted, power to so re-record this Declaration or such part thereof, and such re-recording shall be binding upon all Owners of any part of the Property in every way and with all the full force and effect as though such action were taken by each of said Owners and rerecorded document executed and acknowledged by each of them.

11.07 Force and Effect. All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon each subsequent holder of any interest in any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the property or any part thereof. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easement and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

11.08 Defaults. An amplification of and in addition to the provisions contained in Article VI, in the event of any default of any Owner, the Association may and shall have the right and remedy as shall otherwise be provided or permitted by law, including the right to take possession of such Owner's interest and Assessment Parcel for the benefit of all other Owners by an action for possession in the manner prescribed in Article IX of the Code of Civil Procedure, Chapter 110, Illinois Revised Statutes.

11.09 Amendments. Notwithstanding anything in the Declaration to the contrary, with regard to the provisions of Section 13.03, Section 6.08 and Article XI, no amendment to, change or

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modification of these Sections and/or Article shall be effective unless such change or amendment shall be first consented to, in writing, by all mortgagees of record of such Assessment Parcels.

11.10 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class cooperative housing development.


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Signed and acknowledged this 19 day of November, 2015.

  
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Being all members of the Board of Directors of  
**CAMBRIDGE PLACE OF ORLAND PARK  
TOWNHOUSE ASSOCIATION**

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## EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY

Cambridge Place of Orland Park Townhome Association

Legal: Lots 1 Through 23 and Outlots A, B, and C in Cambridge Place of Orland Park, being a Subdivision of part of the Northeast quarter of Section 31, Township 36 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof recorded April 11, 1990 as Document No. 90-165351, In Cook County, Illinois.

Commonly known as: 179<sup>th</sup> & Wolf Road, Orland Park, IL 60467

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## EXHIBIT B - PIN NOS. AND PROPERTY ADDRESS

Unit	Pin	Commonly known as (for informational purposes only)
A	27-31-203-010-0000	17800 CAMERON PKWY ORLAND PARK, IL. 60467
3	27-31-203-011-0000	11202 CAMERON PKWY ORLAND PARK, IL. 60467
3	27-31-203-012-0000	11204 CAMERON PKWY ORLAND PARK, IL. 60467
3	27-31-203-013-0000	11206 CAMERON PKWY ORLAND PARK, IL. 60467
3	27-31-203-014-0000	11208 CAMERON PKWY ORLAND PARK, IL. 60467
4	27-31-203-015-0000	11210 CAMERON PKWY ORLAND PARK, IL. 60467
4	27-31-203-016-0000	11212 CAMERON PKWY ORLAND PARK, IL. 60467
4	27-31-203-017-0000	11214 CAMERON PKWY ORLAND PARK, IL. 60467
4	27-31-203-018-0000	11216 CAMERON PKWY ORLAND PARK, IL. 60467
5	27-31-203-019-0000	11220 CAMERON PKWY ORLAND PARK, IL. 60467
5	27-31-203-020-0000	11222 CAMERON PKWY ORLAND PARK, IL. 60467
5	27-31-203-021-0000	11224 CAMERON PKWY ORLAND PARK, IL. 60467
5	27-31-203-022-0000	11226 CAMERON PKWY ORLAND PARK, IL. 60467
6	27-31-203-023-0000	11228 CAMERON PKWY ORLAND PARK, IL. 60467
6	27-31-203-024-0000	11230 CAMERON PKWY ORLAND PARK, IL. 60467
6	27-31-203-025-0000	11232 CAMERON PKWY ORLAND PARK, IL. 60467
6	27-31-203-026-0000	11234 CAMERON PKWY ORLAND PARK, IL. 60467
7	27-31-203-027-0000	11238 CAMERON PKWY ORLAND PARK, IL. 60467
7	27-31-203-028-0000	11240 CAMERON PKWY ORLAND PARK, IL. 60467
7	27-31-203-029-0000	11242 CAMERON PKWY ORLAND PARK, IL. 60467
7	27-31-203-030-0000	11244 CAMERON PKWY ORLAND PARK, IL. 60467
8	27-31-203-031-0000	11246 CAMERON PKWY ORLAND PARK, IL. 60467
8	27-31-203-032-0000	11248 CAMERON PKWY ORLAND PARK, IL. 60467
8	27-31-203-033-0000	17800 CAMERON PKWY ORLAND PARK, IL. 60467
8	27-31-203-034-0000	17802 CAMERON PKWY ORLAND PARK, IL. 60467
19	27-31-203-035-0000	17804 CAMERON PKWY ORLAND PARK, IL. 60467
19	27-31-203-036-0000	17806 CAMERON PKWY ORLAND PARK, IL. 60467
19	27-31-203-037-0000	17808 CAMERON PKWY ORLAND PARK, IL. 60467
19	27-31-203-038-0000	17810 CAMERON PKWY ORLAND PARK, IL. 60467
20	27-31-203-039-0000	17812 CAMERON PKWY ORLAND PARK, IL. 60467
20	27-31-203-040-0000	17814 CAMERON PKWY ORLAND PARK, IL. 60467
20	27-31-203-041-0000	17816 CAMERON PKWY ORLAND PARK, IL. 60467
20	27-31-203-042-0000	17818 CAMERON PKWY ORLAND PARK, IL. 60467
21	27-31-203-043-0000	17820 CAMERON PKWY ORLAND PARK, IL. 60467
21	27-31-203-044-0000	17822 CAMERON PKWY ORLAND PARK, IL. 60467
21	27-31-203-045-0000	17824 CAMERON PKWY ORLAND PARK, IL. 60467
21	27-31-203-046-0000	17826 CAMERON PKWY ORLAND PARK, IL. 60467
B	27-31-204-008-0000	17720 WOLF RD ORLAND PARK, IL. 60467
1	27-31-204-009-0000	11201 CAMERON PKWY ORLAND PARK, IL. 60467
1	27-31-204-010-0000	11203 CAMERON PKWY ORLAND PARK, IL. 60467
1	27-31-204-011-0000	11205 CAMERON PKWY ORLAND PARK, IL. 60467
1	27-31-204-012-0000	11207 CAMERON PKWY ORLAND PARK, IL. 60467
2	27-31-204-013-0000	11209 CAMERON PKWY ORLAND PARK, IL. 60467
2	27-31-204-014-0000	11211 CAMERON PKWY ORLAND PARK, IL. 60467

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Unit	Pin	Commonly known as (for informational purposes only)
2	27-31-204-015-0000	11213 CAMERON PKWY ORLAND PARK, IL. 60467
2	27-31-204-016-0000	11215 CAMERON PKWY ORLAND PARK, IL. 60467
9	27-31-204-017-0000	11219 CAMERON PKWY ORLAND PARK, IL. 60467
9	27-31-204-018-0000	11221 CAMERON PKWY ORLAND PARK, IL. 60467
9	27-31-204-019-0000	11223 CAMERON PKWY ORLAND PARK, IL. 60467
9	27-31-204-020-0000	11225 CAMERON PKWY ORLAND PARK, IL. 60467
10	27-31-204-021-0000	11227 CAMERON PKWY ORLAND PARK, IL. 60467
10	27-31-204-022-0000	11229 CAMERON PKWY ORLAND PARK, IL. 60467
10	27-31-204-023-0000	11231 CAMERON PKWY ORLAND PARK, IL. 60467
10	27-31-204-024-0000	11233 CAMERON PKWY ORLAND PARK, IL. 60467
11	27-31-204-025-0000	11235 CAMERON PKWY ORLAND PARK, IL. 60467
11	27-31-204-026-0000	11237 CAMERON PKWY ORLAND PARK, IL. 60467
11	27-31-204-027-0000	11236 BRADLEY CT ORLAND PARK, IL. 60467
11	27-31-204-028-0000	11238 BRADLEY CT ORLAND PARK, IL. 60467
12	27-31-204-029-0000	11232 BRADLEY CT ORLAND PARK, IL. 60467
12	27-31-204-030-0000	11234 BRADLEY CT ORLAND PARK, IL. 60467
12	27-31-204-031-0000	11228 BRADLEY CT ORLAND PARK, IL. 60467
12	27-31-204-032-0000	11230 BRADLEY CT ORLAND PARK, IL. 60467
13	27-31-204-033-0000	11224 BRADLEY CT ORLAND PARK, IL. 60467
13	27-31-204-034-0000	11226 BRADLEY CT ORLAND PARK, IL. 60467
13	27-31-204-035-0000	11220 BRADLEY CT ORLAND PARK, IL. 60467
13	27-31-204-036-0000	11222 BRADLEY CT ORLAND PARK, IL. 60467
C	27-31-205-008-0000	17800 BRADLEY PL ORLAND PARK, IL. 60467
14	27-31-205-009-0000	11219 BRADLEY CT ORLAND PARK, IL. 60467
14	27-31-205-010-0000	11221 BRADLEY CT ORLAND PARK, IL. 60467
14	27-31-205-011-0000	11223 BRADLEY CT ORLAND PARK, IL. 60467
14	27-31-205-012-0000	11225 BRADLEY CT ORLAND PARK, IL. 60467
15	27-31-205-013-0000	11229 BRADLEY CT ORLAND PARK, IL. 60467
15	27-31-205-014-0000	11227 BRADLEY CT ORLAND PARK, IL. 60467
15	27-31-205-015-0000	11233 BRADLEY CT ORLAND PARK, IL. 60467
15	27-31-205-016-0000	11231 BRADLEY CT ORLAND PARK, IL. 60467
16	27-31-205-017-0000	11235 BRADLEY CT ORLAND PARK, IL. 60467
16	27-31-205-018-0000	11237 BRADLEY CT ORLAND PARK, IL. 60467
16	27-31-205-019-0000	11239 BRADLEY CT ORLAND PARK, IL. 60467
16	27-31-205-020-0000	11241 BRADLEY CT ORLAND PARK, IL. 60467
17	27-31-205-021-0000	11243 BRADLEY CT ORLAND PARK, IL. 60467
17	27-31-205-022-0000	11245 BRADLEY CT ORLAND PARK, IL. 60467
17	27-31-205-023-0000	11247 BRADLEY CT ORLAND PARK, IL. 60467
17	27-31-205-024-0000	11249 BRADLEY CT ORLAND PARK, IL. 60467
18	27-31-205-025-0000	11251 BRADLEY CT ORLAND PARK, IL. 60467
18	27-31-205-026-0000	11253 BRADLEY CT ORLAND PARK, IL. 60467
18	27-31-205-027-0000	17801 CAMERON PKWY ORLAND PARK, IL. 60467
18	27-31-205-028-0000	17803 CAMERON PKWY ORLAND PARK, IL. 60467
22	27-31-205-029-0000	17821 CAMERON PKWY ORLAND PARK, IL. 60467
22	27-31-205-030-0000	17823 CAMERON PKWY ORLAND PARK, IL. 60467
22	27-31-205-031-0000	17825 CAMERON PKWY ORLAND PARK, IL. 60467
22	27-31-205-032-0000	17827 CAMERON PKWY ORLAND PARK, IL. 60467

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Unit	Pin	Commonly known as (for informational purposes only)
23	27-31-205-033-0000	17829 CAMERON PKWY ORLAND PARK, IL. 60467
23	27-31-205-034-0000	17831 CAMERON PKWY ORLAND PARK, IL. 60467
23	27-31-205-035-0000	17833 CAMERON PKWY ORLAND PARK, IL. 60467
23	27-31-205-036-0000	17835 CAMERON PKWY ORLAND PARK, IL. 60467

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## EXHIBIT C – AMENDED AND RESTATED BYLAWS OF CAMBRIDGE PLACE OF ORLAND PARK TOWNHOUSE ASSOCIATION

### ARTICLE I

#### Purposes and Powers

The Association shall be responsible for the general management and supervision of the Property and the Common Area thereof and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not for Profit Corporation Act of the State of Illinois and the Illinois Common Interest Community Association Act, which shall be consistent with the purposes specified herein and in the Declaration.

### ARTICLE II

#### Offices

2.01. Registered Office. The Association shall have and continuously maintain in this State a Registered Office and a Registered Agent whose office shall be identical with such Registered Office. The Association may have other offices within or without the State of Illinois as the Board of Directors may from time to time determine.

2.02. Principal Office. The principal office of the Association shall be maintained in Cook County, Illinois.

### ARTICLE III

#### Membership

3.01. Voting Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Assessment Parcel which is subject by covenants of record to assessment by the Association shall be member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Assessment Parcel which is subject to an assessment by the Association. Ownership of such Assessment Parcel shall be the sole qualification of membership. Voting rights with regard to each Member are set forth in Section 3.02 hereof.

3.02. Classes of Membership. The Association shall have one class of voting membership:

All Members shall be entitled to one vote for each Assessment Parcel in which they hold the interest required for membership by Section 3.01. When more than one person holds such interest in any Assessment Parcel, all such persons shall be Members. The vote for such Assessment Parcel shall be exercised as they among themselves



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determine, but in no event shall more than one vote be cast with respect to any Assessment Parcel.

### 3.03. Meetings.

(a) Quorum: Procedure. Meetings of the Members shall be held at the principal office of the Association or at such other place in Cook County, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty percent (20%) of the membership shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

(b) Initial and Annual Meeting. There shall be an annual meeting of the Members on the first Tuesday of April of each succeeding year, at 7:30 o'clock P.M. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day next succeeding such date which is not a legal holiday.

(c) Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these Bylaws, require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by the President, a majority of the Board or by the Members having twenty percent (20%) of the total votes, and delivered not less than ten (10) days prior to the date fixed for said meeting. The notices shall specify the date, time and place of the meeting and the matters to be considered.

3.04. Notice of Meetings. Notices of meeting required to be given herein shall be delivered either personally, by mail or through a Prescribed Delivery Method to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Townhouse Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. The notices required herein shall state the specific purpose and the nature of the business for which the meeting is called. At any meeting, no business may be transacted other than that specified in the notice.

3.05. Proxies. At any meeting of Members, a Member entitled to vote may either vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

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## ARTICLE IV

### Board of Directors

4.01. Board of Directors. The direction and administration of the property in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of five (5) person who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than five (5), and, that the terms of at least two-fifths (2/5) of the persons on the Board shall expire annually. Each member of the Board shall be one of the Owners provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner, of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board and provided further than in the event a member of the Board has entered into a contract to sell his Townhouse Unit and vacates the Townhouse Unit prior to the consummation of that transaction, such member shall no longer be eligible to serve on the Board and his term of office shall be deemed terminated.

4.02. Determination of Board to be Binding. All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the Declaration or these Bylaws shall be determined by the Board as hereinafter provided, which determination shall be final and binding on the Association and on all Owners.

4.03. Election of Board Members. At the initial meeting of the Members and at all subsequent annual meetings of the Members, there shall be elected a Board of Directors. In all elections for members of the Board of Directors, no Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Members of the Board elected at the initial meeting shall serve until the first annual meeting. Five (5) Board Members shall be elected at the initial meeting. The three (3) persons receiving the highest number of votes at the first annual meeting shall be elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected to the Board for a term of one (1) year. In the event of a tie vote, the members of the Board shall determine which members shall have the two (2) year terms and which members shall have the one (1) year terms. Upon expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, successors shall be elected for a term of two (2) years each.

4.04. Compensation. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Members having two-thirds (2/3) of the total votes. However, any director may be reimbursed for reasonable expenses incurred in the performance of his duties.

4.05. Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to Paragraph 4.07 hereof, including vacancies due to any increase in the number of

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persons on the Board, shall be filled by a two-thirds vote of the remaining Board members until the next annual meeting of the membership or until members holding 20% of the votes of the Association request a meeting of the members to fill the vacancy for the balance of the term. A meeting of the members shall be called for purposes of filling a vacancy on the Board no later than 30 days following the filing of a petition signed by membership holding 20% of the votes of the Association requesting such a meeting.

4.06. Election of Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Members and of the Board who shall, in general, perform all the duties incident to the office of the Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

4.07. Removal of Board Members. Any Board member may be removed from office by affirmative vote of the Members having at least two-thirds (2/3) of the total votes, at any special meeting called for the purpose in the manner aforesaid. A successor to fill the unexpired term of a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.08. Meeting of Board. The initial meeting of the Board shall be held immediately following the initial meeting of the members and at the same place. At such meeting, the Board shall elect its officers to serve until the first annual meeting of the Board which shall be held immediately following the first annual meeting of the Members and at the same place. All subsequent annual meetings of the Board shall be held without other notice than the Bylaw immediately after, and at the same place as, the annual meeting of Members. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours; notice in writing to each member, delivered personally, by mail or telegram or through a Prescribed Delivery Method. Any member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, an action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

4.09. Execution of Investments. All agreements, contracts, deeds, leases, vouchers for payment of expenditures, and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the President and countersigned by the Secretary.

## ARTICLE V

### Powers of the Board

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5.01. General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these Bylaws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Property;
- (c) subject to Section 5.04(b) below, to engage the services of a manager or managing agent who shall manage and operate the Property and the Common Area thereof;
- (d) to formulate policies for the Administration, management and operation of the Property and the Common Area thereof;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Area, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair and replacement of the Common Area and the exterior portions of the Townhouse Units and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and the exterior portions of the Townhouse Units and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such Assessment Parcels which have been occupied for residential purposes, their respective shares of such estimated expenses, as hereinafter provided;
- (i) to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument signed by Members entitled to case two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such dedication or transfer. In the event Class B membership has ceased, then two-thirds (2/3) of the votes to the Class A membership shall be required to make such dedication or transfer effective;

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(j) to mortgage or sell the Common Area or any portion for such purposes and subject to such conditions as may be agreed to by the Members. No such mortgage or sale shall be effective unless an instrument signed by Members entitled to case two-thirds (2/3) of the votes of the Class B membership, if any, has been recorded, agreeing to such mortgage or sale. In the event Class B membership has ceased, then two-thirds (2/3) of the votes to Class A membership shall be required to make such mortgage or sale effective;

(k) to have reasonable right of entry on any Assessment Parcel to perform emergency repairs or do other work reasonably necessary for the proper maintenance of the Property; and

(l) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Articles of Incorporation, the Declaration or these Bylaws;

5.02. Capital Additions and Improvements. The Board's powers hereinafter enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance or Reserve fund or any annual operating account line item not specifically budgeted, approved and published in the annual budget distributed to homeowners January 1 of the same year, any structural alterations, capital additions or capital improvements to the Common Area (other than for purposes of replacing or restoring portions of the Common Area, subject to all the provisions of the Declaration or to those portions of the Townhouse Units as set forth in Section 5.01 of the Declaration having a total cost in excess of Five Thousand Dollars (\$5,000.00), without in each case the prior approval of the members holding two-thirds (2/3) of the total votes. Any expenditure made by the Board after the foregoing approval shall be made by check with a legend upon the check indicating the purpose of the expenditure with signature of two Board Members who have been duly appointed to be the signators for any extraordinary expenditure over \$5,000.

5.03. Tax Relief. In Connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund. However, expenditures for tax reduction shall be pre-approved by the Board by a majority vote of its members. In order for the Board to approved an expenditure greater than \$5,000.00 upon any tax appeal for any period of periods shall require the prior approval of the Members holding two-thirds (2/3) of the total votes.

5.04. Rules and Regulations; Management.

(a) Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such rules and regulations shall be given to all Owners and Occupants,

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and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) **Management.** The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management fees incurred pursuant to this Section 5.04(b) shall be paid from the assessments collected pursuant to Article VI hereof.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

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

## ARTICLE VI

### Assessments - Maintenance Fund

6.01. **Preparation of Estimated Budget.** Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each Owner in writing as to the amount of such estimate ("Estimated Cash Requirement"), with reasonable itemization thereof. The Estimated Cash Requirement shall be delivered to each Owner at least 30 days but not more than 60 days prior to its adoption by the Board. The Estimated Cash Requirement shall be assessed equally among all of the Owners. On or before January 1 of the ensuing calendar year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section 6.01.

On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected from the Owners pursuant to assessments made during each year and showing the net amount over or short of the actual expenditures, plus reserves OR provide a consolidated

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annual independent audit report of the financial status of all fund accounts within the Association. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessments on a specified Assessment Parcel have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein. The Board may increase the Estimated Cash Requirement each year without a vote of the Owners. However, if an adopted budget or any special assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Lot Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

6.02. Extraordinary Expenditures. The Board shall build up and maintain a reasonable reserve ("Capital Reserve") for authorized capital expenditures, contingencies and replacements not originally included in the annual estimate. Extraordinary Expenditures which may become necessary during the year shall be charged first against such reserve. If such reserve proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be divided pro rata among the remaining installments for such fiscal year and assessed equally among the Owners. The Board shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the adjusted monthly amount. In the event the Board determines that there exists a surplus in the Capital Reserve, the Board shall have the authority to transfer such funds into the operating account to fund any deficit in said account.

6.03. Budget for First Year. When the first Board elected hereunder takes office, it shall determine the Estimated Cash Requirements, as hereinabove defined, for the period commencing on the first day of the month following the conveyance of the first Assessment Parcel and ending on December 31 of the calendar year following said conveyance. The initial Estimated Cash Requirement shall be divided among the remaining monthly installments of such calendar year and assessed equally to all Owners.

6.04. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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6.05. Books and Records. The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Area, specifying and itemizing the maintenance and repair expenses of the Common Area and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing at such reasonable time or times during normal business hours as may be requested by the Owner or his representative. Upon ten (10) days' notice to the Board, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

6.06. Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held in trust for the benefit, use and account of all the Owners. All funds not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board may select.

6.07. Remedies for Failure to Pay Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate of ten (10%) per cent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Assessment Parcel, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Assessment Parcel of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against the real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Any court shall be authorized to restrain the defaulting Owner from reacquiring his interest at such foreclosure sale. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the Assessment Parcels provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Assessment Parcel which became due and payable subsequent to the date the holder of said mortgage takes possession of the Assessment Parcel, accepts a conveyance of any interest in the Assessment Parcel or has a receiver appointed in a suit to foreclose his lien.

6.08. Forcible Entry and Detainer. In addition to the rights and remedies set forth in Section 76.07, if any Owner shall default in the payment, when same shall be due, of the aforesaid charges or assessments and said default shall continue for thirty (30) days after notice to said Owner by the Board, setting forth the amount of unpaid charges or assessments together with a demand for payment thereof, the Board shall have the right to declare said default a Forcible Detainer of the Assessment Parcel and shall have the right, on behalf of the other



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Owners, to enter and take possession of the Townhouse Unit from said defaulting Owner, to put out the Owner, or any Occupant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer Act, Chapter 57, Illinois Revised Statutes.

6.09. Working Capital Fund. Upon the closing of the first sale of each Assessment Parcel to a purchaser for value, the purchasing owner shall make a capital contribution to the Association in the amount of \$200.00. Said amount shall not be refundable to any Owner and shall be held and used by the Association to establish operating and replacement reserves as the Board deems necessary.

## ARTICLE VII

### Covenants and Restrictions as to Use and Occupancy

All Owners shall maintain, occupy and use their Townhouse Units and the Common Area only in accordance with the terms of the Declaration and any additional rules and regulations adopted by the Board or by the Members.

The Board shall have full authority to enforce all such rules and regulations by taking all action as may be necessary.

## ARTICLE VIII

### Committees

8.01. Board Committees. The Board, by resolution adopted by a majority of the directors in office, may designate one (1) or more committees, each of which shall consist of one (1) or more directors; said committees, to the extent consistent with law and as provided in said resolution, shall have and exercise the authority of the Board in the management of the Association; but the designation of such committees and the delegation thereof of authority shall not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

8.02. Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members, and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in their judgment the best interests of the Association shall be served by such removal.

8.03. Term. Each member of the committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the

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committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

8.04. Chairman. One (1) member of each committee shall be appointed chairman.

8.05. Vacancies. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of the original appointments.

8.06. Quorum. Unless otherwise provided in the resolution of the Board designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.07. Rules. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board.

## ARTICLE IX

### Amendments

These Bylaws may be amended or modified from time to time in accordance with the same provisions governing amendments to the Declaration.

## ARTICLE X

### Interpretation.

In the case of any conflict between the Articles of Incorporation of the Association and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XI

### Definition of Terms

The terms used in these Bylaws shall have the same definition as set forth in the Declaration to which these Bylaws are attached to the extent such terms are defined therein.

## ARTICLE XII

### Dissolution

Upon dissolution of the Association, any Association assets shall be transferred to a homeowner's association similar in nature or functions or to any appropriate public agency having similar purposes.