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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
SHADOW BEND HOMEOWNERS ASSOCIATION**

This document prepared by and after recording to be returned to:

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SHADOW BEND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

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SHADOW BEND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

The Shadow Bend Declaration of Covenants, Conditions, Restrictions and Easements was recorded as Document No. 23114271 on June 13, 1975 at the Cook County, Illinois Recorder of Deeds Office ("Original Declaration").

The Board of Directors ("Board") of the Shadow Bend Homeowners Association ("Association"), upon a majority vote, has affirmatively elected to be covered by the Illinois Common Interest Community Association Act ("Act").

This Amended and Restated Declaration ("Declaration") was adopted pursuant to Section 1-60 of the Act and approved by no less than two-thirds (2/3) of the Board of Directors of the Shadow Bend Homeowners Association.

WITNESSETH:

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

WHEREAS, a planned unit development has been constructed containing townhouse units together with certain recreational and other common facilities which require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the townhouse units; and

WHEREAS, it was deemed desirable for the efficient preservation of the values and amenities of the proposed development to create an agency to which shall be delegated and assigned the powers of maintaining and administering the recreational and other common facilities and the administering and enforcing the covenants and restrictions hereinafter contained and created; and

WHEREAS, it has been established for the benefit of all owners, tenants and occupants of the Property, certain easements or rights in, over, under, upon and along said Property and certain beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof; and

NOW THEREFORE, the Association and its Owners hereby declare that the real estate described in Exhibit A and such additions thereto as may hereafter be made is and shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Covenants, Conditions, Restrictions and Easements. The Association and its Owners hereby further declare that the following easements, covenants, restrictions, conditions and burdens, uses, privileges,

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charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquired right, title or interest in any portions of the real estate (2) be binding upon and inure to the benefit of each Owner (as hereinafter defined) and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE I

DEFINITIONS

Section 1.01. "Association" shall mean and refer to an Illinois not-for-profit corporation, to be known by the name of Shadow Bend Homeowners Association.

Section 1.02. "Property" shall mean and refer to that certain real estate described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.03. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members of the Association and such uses thereto by way of easement or other grant, the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners. The common area conveyed to and owned by the Association is hereinafter legally described in Exhibit A hereto attached and herein incorporated by reference.

Section 1.04. "Dwelling Unit" shall mean a residential housing unit consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined. One Family may occupy more than one dwelling unit and one owner may own more than one dwelling unit, however, such use or ownership shall in no way effect the rights, duties and obligation under this Declaration. For the purposes of determining membership in the Association, each dwelling unit shall be considered as a separate and individual unit. If two or more dwelling units are owned by the same owner, or combined and occupied by a Family, each dwelling unit as originally constructed shall be considered as a separate dwelling unit under this Declaration.

Section 1.05. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Dwelling Unit, which is part of the Property including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.06. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 1.07. "Act" shall mean and refer to the Illinois Common Interest Community Association Act, as amended from time to time.

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Section 1.08. "Lot" for the purpose of this Declaration shall mean and refer to a platted lot and/or a portion of a platted lot designated as a unit upon any recorded subdivision map of the Property and upon which unit one individual home is constructed or to be constructed.

Section 1.09. "Board" shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provision of Article III.

Section 1.10. "Tenant" shall mean any person or persons who have executed a written lease for a Dwelling Unit with an Owner.

Section 1.11. "Occupant" shall mean any person or persons other than an Owner or Tenant in possession of a Dwelling Unit.

Section 1.12. "Community Facilities" shall mean those improvements in the Common Area for the common use and enjoyment of each Owner.

Section 1.13. "Family" shall mean 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 related, maintaining a common household in a Dwelling Unit.

Section 1.14. "Acceptable technological means" shall include without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

Section 1.15. "Community Instruments" means all documents and authorized amendments thereto recorded, including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

Section 1.16. "Electronic transmission" means 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 through an automated process.

Section 1.17. "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.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Dwelling Unit which is subject by covenants of record to assessment by the Association, including 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

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obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit which is subject to assessment by the Association. Ownership of such Lot or Dwelling Unit 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

Section 3.01. The Association shall have one class of voting membership and shall consist of all those owners as defined in Article II. Such members shall be entitled to one vote for each Dwelling Unit in which they hold the interest required for membership by Article II. When more than one person holds such interest in any Dwelling Unit, all such persons shall be members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Dwelling Unit.

Section 3.02. The provisions of Section 3.02 hereof shall be mandatory. No owner of any interest in any Dwelling Unit shall have any right or power to disclaim, terminate or withdraw from his shareholding or membership in the Association or any of his obligations as such shareholder or member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any such owner shall be of any force or effect for any purpose.

Section 3.03. The Association shall have a Board of not less than five (5) Directors who shall be elected by the shareholders or members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in said Board occurring between regularly scheduled meetings of the members or shareholders may 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. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board of Directors who shall manage and conduct the affairs of the Association under the direction of the Board of Directors. Except as expressly otherwise provided by the charter or By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board of Directors from time to time and its officers under the direction of said Board, and shall not be subject to any requirement of approval on the part of its shareholders or members. The corporate charter and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

Section 3.04. The Association shall not distribute to its shareholders or 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

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prevent reinstatement of or increase in such assessments when required, but such reinstatement or increase shall not be retroactive.

Section 3.05. Whenever possible, the Association shall perform its function and carry out its 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, but shall do so only to the extent and so long as the performance pursuant to agreements as aforesaid shall not be reasonably feasible.

The Association may not enter into a contract with a current Board member, or with a corporation or partnership in which a Board member or a member of his or her immediate family has 25% or more interest, unless notice of intent to enter into the contract is given to members within 20 days after a decision is made to enter into the contract and the members are afforded an opportunity by filing a petition, signed by 20% of the membership, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition. For purposes of this paragraph, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

Section 3.06. The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Dwelling Units and the use thereof.

Section 3.07. The books and records to be kept by the Board, in accordance with the Act, 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 a Dwelling Unit 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.

ARTICLE IV

PROVISIONS RELATING TO THE COMMON AREA

Section 4.01. Every Member shall have a right and easement of ingress and egress in, over, upon and to the Common Area and the Common Area shall be held for the use and benefit of each Member, and such easement shall be appurtenant to and shall pass with the title to every Dwelling Unit subject to the following provisions:

- (a) The right of the Association to limit the number of guests of Members.
- (b) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

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- (c) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder.
- (d) The right of the Association to suspend the voting rights and right to use of the recreational facilities by a Member for any period during which (i) any assessment against his Lot or Dwelling Unit remains unpaid; and (ii) any infraction exists of the terms and provisions of this Declaration, and/or its published rules and regulations.
- (e) The right of the Association 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 of the membership have been recorded, agreeing to such dedication or transfer.
- (f) Each Owner shall be entitled to the exclusive use and possession of the driveway, excluding any portion of shared driveway on Common Area that is used by more than one Owner, and sidewalk which are contiguous to and serve his Dwelling Unit except as otherwise provided herein.

Section 4.02. There shall be upon the Common Area such driveways, private streets and paths as shall be necessary to provide ingress and egress to and from the Dwelling Units for the use and benefit of the Owners of the Dwelling Units and their guests and invitees, and such landscaping, other private streets and paths, benches and spaces for the parking of motor vehicles as the Association shall from time to time determine and shall be in compliance with such governmental laws, ordinances and regulations as shall be applicable from time to time.

Section 4.03. 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, at or near the, perimeter of the Property and partially or entirely enclosing the Property except for such gates and other openings as the Association shall determine. There may also be upon the Common Area such facilities for the housing of tools, vehicle and equipment, shelters for guards, 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.

Section 4.04. An irrevocable license and easement is hereby granted to the Village of Wheeling to go upon the Property at any time and from time to time for the purpose of maintenance and repair of water, sewage and any other facilities under the control of said Village, or which said Village shall deem to require maintenance or repair, for the purpose of keeping the private streets and paths thereon open at all times for the passing of fire, police and other emergency vehicles, personnel and equipment, including in this connection, but without

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being limited thereto, the removal of snow and other obstructions from said streets and paths and for the purpose of the exercise of enforcement of any of the rights or privileges granted to said Village herein. Nothing herein contained shall require said Village to do any of the things which it is authorized to do herein, or to excuse the Association from any of its obligations with respect thereto, but said Village is hereby granted the right to make such charges for the performance of any such action as it shall deem appropriate, which charges shall be a lien upon the Property until paid; provided, however, that such lien shall be subordinate and inferior to the lien of any prior mortgage upon the Property or any portion thereof securing a loan made by any financial institution regularly engaged in the business of making first mortgage loans upon real estate situated in Cook County, Illinois.

Section 4.05. Any Member may delegate, in accordance with the By-Laws, his right of ingress and egress to the Common Area and facilities to the members of his family, his tenant, guests, or contract purchasers who reside on the property.

Section 4.06. Pursuant to the Original Declaration, fee simple title to the Common Area was conveyed to the Association. In addition, there was conveyed to the Association, a perpetual and non-exclusive easement for egress and ingress in, to and from each Lot or Dwelling Unit, which it shall grant to each Lot or Dwelling Unit upon the conveyance thereof.

Section 4.07.

- (a) The Association shall have the right to build, construct, reconstruct, repair and maintain the Common Area, and all Community Facilities thereof or therein, and other common facilities;
- (b) The Association shall have the right to ingress and egress over and upon the premises for any and all purposes connected with the use, maintenance, construction, operation, repair and reconstruction of the Common Area and Community Facilities and other common facilities;
- (c) 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 Community Facilities.

Section 4.08. Notwithstanding any provisions herein to the contrary, the easements hereinafter created shall be subject to:

- (a) Easements of record on the date hereof and any easements which may have been granted by the Association to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, or any other utility services serving any Lot or Dwelling Unit or any of the Community Facilities.

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Section 4.09. 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.

Section 4.10. Due to construction conditions, some Dwelling Units when erected may not be placed precisely in accordance with the boundary lines of Lots as shown on the plat of subdivision. Therefore, it is possible that some Dwelling Units may encroach on the Common Area. Accordingly, a perpetual easement appurtenant to such Dwelling Unit shall exist for the continuance of any such encroachment on the Common Area. Each Lot shall also be subject to an easement for overhangs and projections from an adjoining Dwelling Unit as if same were constructed in accordance with the approved plans and specifications.

Section 4.11. The Common Area will be subject to utility easements for sanitary and storm sewers, water, gas, electricity, telephone and any other necessary utilities. If any such utilities are not installed or any easements not created for some prior conveyance of the Common Area, the Association may grant such easement or easements. The Association may make the conveyance of the Common Area subject to a reservation that it shall have the right thereafter to create therein non-exclusive easements.

ARTICLE V

MAINTENANCE OF COMMON AREA AND DWELLING UNITS

Section 5.01. To the extent not undertaken by said Village, the Association shall determine and carry out or cause to be performed all maintenance, improvements and repair of the Common Area and all the private streets, landscaping, facilities for the supply of water, gas, electricity, removal of sewage and other utilities, as aforesaid. The private streets shall be kept free of snow and other obstructions so as to be open for the passage of fire, police and other emergency vehicles, personnel and equipment at all times, and the Owners shall be obligated and responsible therefor in any case in which the Association shall fail to so do.

Section 5.02. 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.

Section 5.03. The Association shall determine the need for and carry out or cause to be performed all maintenance of the exterior of the Dwelling Units, including without limitation, painting and tuckpointing thereof at such intervals as shall be prudent. The Association may also perform all maintenance, improvement and repair of the grounds and landscaping of the Dwelling Units situated outside the exterior walls thereof to all intents and purposes as though said grounds were a part of the Common Area; provided, however, any such landscaping and care shall not be performed for those areas which are fenced-in by the Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot or Dwelling Unit is subject. Each Owner shall be responsible for the maintenance and repair with respect to the driveway serving his

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Dwelling Unit including that portion of the driveway located on the Common Area, and the walkways located on his Lot.

Section 5.04. The Association shall determine the need for and may carry out or cause to be performed all such maintenance and repair of all exterior structural portions of the Dwelling Units and of all water, sewer, gas and electric lines incorporated in or forming a part of the Dwelling Units as originally constructed, not including, however, the maintenance or repair of any furnaces, water heaters, stoves, refrigerators, washing machines or household appliances, glass surfaces, patio areas, windows, door fixtures, hardware, fenced-in yards, air conditioners and compressors.

Section 5.05. The Association may also carry out or cause to be performed or provided in or about the Property all such additional functions in the nature of maintenance, improvements, repairs and services and recreational and other facilities for the use and benefit of the Property and its inhabitants generally as shall be determined by the Board from time to time and the Board shall also have power to impose upon the individuals actually using or benefiting therefrom such additional charges for the use thereof and for the services rendered pursuant to Sections 5.03 and 5.04 as the Board shall from time to time deem appropriate.

Section 5.06. To the extent that the use of separate lines or meters therefor shall be impractical or uneconomic, the Association shall have the right to draw water, gas and electricity from individual Dwelling Units as required for the efficient performance of its duties hereunder, upon making such equitable arrangements as the Board shall determine to adjust for any unequal distribution among all the Owners of the cost thereof.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. Each Owner of any Lot or Dwelling Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, 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 Property 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 property at the time when the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them.

Section 6.02. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and

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facilities devoted to this purpose and related to the use and enjoyment of such Common Area, and of the homes situated upon the Property. Such uses shall include, but are not limited to, the cost of the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area and of the maintenance of the exteriors of the Lots or Dwelling Units 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, swimming pool, recreational buildings, if any, and equipment, roofs and exterior walls of the Dwelling Units, street lighting, if any, all sanitary and storm sewer and water lines, structures and appurtenances (other than those maintained by any municipal, county or state), building storm sewer sump pump basins and pumps, footing drain tile, perimeter fencing, if any, and other charges required by this Declaration of 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 Owners shall be paid for by the Association from the maintenance fund. 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. At the time each Dwelling Unit is first occupied, the Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board, an amount equal to two times the first full monthly assessment for such Owner, which amount shall be used and applied as an operating or maintenance reserve, as determined by the Board, for Common Area expenses in the manner herein provided.

Section 6.03. The Board shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 6.02 hereof.

Section 6.04. 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 of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto.

Section 6.05. Both annual and special assessments must be fixed at a uniform rate for all Lots or Dwelling Units, except for certain Lots or Dwelling Units as provided in Section 6.09, and shall be collected on a monthly basis. The provisions of this Section shall not be amended unless the holders of the first mortgage liens on seventy-five (75%) percent of the Dwelling Units shall have furnished prior written approval of such amendment.

Section 6.06. The annual assessments provided for herein shall commence for all Lots and Dwelling Units within the Property, on the first day of the month following the conveyance of the first Dwelling Unit, except as otherwise provided in Section 6.09 hereof. The Board shall fix the amount of the annual assessment against each Lot or Dwelling Unit 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 change amount of annual assessment shall be sent to every Owner subject thereto. Monthly assessment shall be

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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 pro-rated portion of the monthly assessment which Owner shall pay as of the date title 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 Lot or Dwelling Unit have been paid, and reasonable charge may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein.

Section 6.07. 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 allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property; 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 a Lot or Dwelling Unit, hereby expressly vests in the Shadow Bend Homeowners 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.

Section 6.08. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot or Dwelling Unit shall not affect the assessment lien unless so provided as a result of a judicial sale pursuant to a decree of foreclosure.

Section 6.09. The following property subject to this Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority or granted to or used by a utility company; and (b) the Common Area.

ARTICLE VII

REPAIR, RESTORATION AND REBUILDING, INSURANCE

Section 7.01. In the event the Property or any part thereof or any of the Dwelling Units thereon shall be damaged or destroyed by fire, other casualty or any other cause or event whatsoever, the Owner or Owners of the Property so damaged or destroyed shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good a condition as existed immediately prior to such damage or destruction and in the same architectural style and design as originally constructed.

Section 7.02. 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 Dwelling Unit which shall have been damaged or destroyed shall

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fully cooperate with, and abide by all instructions and directions of the Association in connection therewith.

Section 7.03. The Association is hereby given and shall have power, which power the Association may exercise at its sole discretion, to select or approve the architects, contractors and subcontractors to be employed in connection with such repair, restoration or rebuilding; to select a contractor, or contractors, to perform all or various parts of the work to be done upon the various Dwelling Units which shall have been damaged or destroyed by such casualty or other happening; to coordinate the progress of the work among such various Dwelling Units; and to hold the proceeds of any insurance which may be payable on account of such casualty or other happening and to control the disbursement thereof in such manner as to assure the sufficiency of funds for the completion of said work or for any other proper purpose.

Section 7.04. In any case in which the Owner or Owners of the Dwelling Unit concerned shall fail to carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VII, and, in any case, where more than one contiguous Dwelling Unit shall be involved, the Association shall carry out and see to the repair, restoration or rebuilding required by the provisions of this Article VII, provided, however, that to the extent the insurance proceeds referred to in Section 7.05 are insufficient as to any Dwelling Unit, the particular Owner shall be responsible to the Association for such deficiency, and the Association shall have, and is hereby given, a continuing lien on the Dwelling Unit for which any such repairs or rebuilding are furnished by the Association in the aggregate amount of (a) the cost thereof, (b) interest at the rate allowed by law from the date of the Association's payment of such costs, and (c) reasonable attorney's fees and any court or other costs incurred by the Association in connection therewith, which lien shall bind such Dwelling Unit in the hands of such Owner, his heirs, devisees, personal representatives, grantees and assigns. In the event such Owner does not forthwith fully repay the Association therefor, as aforesaid, such lien shall be foreclosed against the Property by the Association, in the same manner as hereinafter provided in connection with unpaid assessments. The Association's lien in this Section 7.04 provided for shall be subordinate, to the lien of any first mortgage made by an institution customarily making first mortgage loans on residences in Cook County, Illinois now or hereafter placed upon the Dwelling Unit or to the lien of any other first mortgage loan placed on the Dwelling Unit.

Section 7.05. Each Owner shall maintain in full force at all times insurance covering the Dwelling unit owned by him 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%) percent of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible in an amount as reasonably determined from time to time by the Board. All such insurance shall be issued by companies reasonably acceptable to the Association, and shall name the Association as an additional insured. The policies themselves or appropriate certificates showing the evidence of such insurance shall be furnished to the Association, and new policies or certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association (and new policies or certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association), in each case at least ten (10) days prior to the expiration date of the expiring insurance. The policies or

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certificates shall contain a provision that prior to cancellation, the Association shall receive at least ten (10) days written notice thereof. Furthermore, each Owner shall be responsible for his own insurance on the contents of his own Dwelling Unit, and furnishings and personal property therein and his personal liability to the extent not covered by the policies of liability insurance obtained by the Board.

Section 7.06. The Association and its officers, directors, employees, agents and representatives shall have no liability to any Owner for damage to or loss of either the Dwelling Unit of such Owner or any personal property of said Owner. Each insurer of any of said Owner's interest in said Dwelling Unit or personal property shall be bound by the provisions of this Section 7.06

Section 7.07. The failure by any Owner to carry, maintain, or renew any insurance required by this Article VII shall give the Association the right (but not the duty) to proceed to obtain such insurance or lesser coverage as it may deem advisable, and the cost thereof shall be due to the Association from the Owner of the Dwelling Unit so insured forthwith upon demand.

Section 7.08. In the event that the Association finds it possible from time to time to effect broader or better coverage without increase in aggregate cost, or equivalent coverage at lesser cost, by the obtaining of a blanket policy or policies of insurance upon all the Dwelling Units in the Property, the Association shall have and is hereby granted power so to do at the election of the Board and each Owner shall accept and pay a proportionate share of the cost of such insurance, whether by regular assessments or otherwise, in lieu of providing and paying for the individual policies of insurance hereinabove provided for.

Section 7.09. In any case in which insurance proceeds shall not be paid or payable on account of any damage to, or destruction of, any Dwelling Unit, or shall be inadequate to fully cover the cost of repair, restoration or rebuilding which the Association is by the provisions of this Article VII required to carry out, the cost of such repair, restoration or rebuilding in excess of the amount of insurance proceeds available shall be borne and paid for by the Association, but without diminishing or in any way affecting any rights of recovery thereof which the Association may have by law against any person or persons who shall be directly or indirectly responsible for such damage or destruction by reason of any negligent or wrongful act or omission.

Section 7.10. Notwithstanding anything to the contrary herein contained, the obligations of the Association under the provisions of this Article VII shall be limited to the repair, restoration and rebuilding of the Common Area, and to or of so much of the Dwelling Units as constitutes structure or improvement upon the real estate and the Association shall not be responsible for repair, restoration or replacement of any personal property of the Owners or others which, although situated in, on, or about the Dwelling Units, shall not be attached thereto so as to form an affixed part thereof.

Section 7.11. The Association may, but shall not be required to, obtain and maintain additional insurance as the Board shall from time to time deem prudent with respect to damage to or destruction of the Common Area, or to or of any or all of the Dwelling Units, from any cause not covered by the insurance hereinabove described, and may also obtain such other kinds of

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insurance protection against such other matters or happenings as the Board shall from time to time deem prudent.

Section 7.12. Notwithstanding the foregoing, to the extent required by the terms of any mortgage for value of any part of the Property, the proceeds of any insurance becoming payable on account of any loss of, or damage to, the part of the Property so mortgaged shall be paid first to such mortgagee to the extent of its interests provided, however, that such mortgagee shall cause or permit all such proceeds received by it to be applied upon the cost of repair, restoration or rebuilding of such loss or damage; and shall not apply or seek to apply such proceeds to reduce such mortgage, except for any excess of such proceeds over the full cost of such repair or restoration, unless it shall be determined in accordance with the provisions of this Declaration that such loss or damage is not to be repaired or restored.

ARTICLE VIII

MORTGAGES

Section 8.01. This Declaration, and specifically, the covenants herein contained shall be deemed to be subject and subordinate to each of the mortgages placed by each Owner upon his Dwelling Unit and shall not in any way impair the security or affect the validity of any such mortgage; provided, however, that if any of the Property securing any of such mortgages shall at any time, be sold pursuant to any foreclosure as to all persons and entities so acquiring such Property and all of his or its heirs, successors and assigns, this Declaration, and specifically the covenants created hereby shall be and remain in full force and effect, and such Property shall remain subject thereto. The holder of any first mortgage lien on a Dwelling Unit shall, upon request, be entitled to written notification of any default by the mortgagor thereunder in the performance of the mortgagor's obligations under the Declaration and the By-Laws of the Association which is not cured within thirty (30) days. Furthermore, any first mortgagee who comes into possession of a Dwelling Unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Dwelling Unit which accrue prior to the time such holder comes into possession of the Dwelling Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Dwelling Units including the mortgaged Dwelling Unit) and shall be exempt from any right of first refusal.

Section 8.02. For purposes of this Declaration, the term, "Mortgage" shall mean and include mortgages, trust deeds and all other documents in the nature of mortgages.

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ARTICLE IX

RESTRICTIONS RELATING TO PROPERTY

Section 9.01. All buildings or structures on the Property shall be of new construction.

Section 9.02. Each Lot conveyed shall be designated by a separate legal description and shall constitute a freehold estate subject to the terms, conditions and provisions hereof.

Section 9.03. The Lots 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 a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except as provided in Section 4.01 (f) herein.

Section 9.04. No buildings other than townhouses, being residences for a single Family occupancy joined together by a common exterior roof and foundation, shall be constructed as the Dwelling Units.

Section 9.05. Except as hereinafter provided in Section 9.07 hereof, no structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used as a Dwelling Unit at any time, either temporarily or permanently.

Section 9.06. No advertising sign (except one "For Rent" or "For Sale" sign of not more than five square feet per Dwelling Unit), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Dwelling Unit or Lot.

Section 9.07. The foregoing covenants of this Article IX shall not apply to the activities of SHADOW BEND HOMEOWNERS ASSOCIATION, a not-for-profit corporation incorporated under the laws of the State of Illinois.

Section 9.08. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except dogs, cats or other common household pets (not to exceed a total of two (2) pets) may be kept, provided, that they are not kept, bred, or maintained for any commercial purposes.

Section 9.09. All rubbish, trash, or garbage shall be kept screened by adequate planting or fencing so as not to be seen from neighboring Dwelling Units and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon.

Section 9.10. Drying of clothes shall be confined to individual patios and must be kept screened by adequate planting or fencing so as not to be seen from neighboring Dwelling Units and streets.

Section 9.11. Television or radio antennas of any kind may be installed on any Dwelling Unit or any portion of the exterior of the townhomes only after obtaining the Board's written authorization.

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Section 9.12. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the property of another Owner or impair any easement or hereditament, nor do any act nor allow any condition to exist which will adversely affect the other properties of their owners.

Section 9.13. There shall be no change in any exterior color of any Dwelling Unit from the color scheme then in effect throughout the Property, except in connection with a general change in such color scheme under the direction or with the approval of the Association.

Section 9.14. No nuisance, noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein, either willfully or negligently which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units.

Section 9.15. Each Lot is hereby declared to be 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 Lot 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 Lot and the Dwelling Unit located thereon as are herein imposed upon or permitted to the Association, expressly including, without limitation, the maintenance, repair and replacement of any and all of the facilities for the supply of utilities and other facilities, apparatus and equipment serving said Lot and Dwelling Unit and/or other Lots and Dwelling Units or the Common Area. Each Lot is further declared to be subject to an easement in favor of any adjoining Lot to the extent necessary to permit the maintenance, supply, repair, and servicing of utility services to the various Lots and Dwelling Units located thereon. Each Lot shall be subject to an easement in favor of any Owner to use such sidewalks/footpaths as may have been constructed upon the Lot for purposes of providing ingress and egress through the Common Area. Each Lot shall further be subject to an easement in favor of the Owner of the adjoining Lot to use such common sidewalks and driveways as may have been constructed upon the adjoining Lots for purposes of providing ingress and egress to the respective Dwelling Units, the maintenance and repair for which shall be the joint obligation of the Owners of the adjoining Lots. In the event the repairs to said common sidewalks and/or driveways are caused by an act of one adjoining Owner or are required for that portion of the sidewalk and/or driveway located entirely within a Lot, then the entire cost of repair shall be borne by said adjoining Owner.

Section 9.16. The Owner of each Dwelling Unit shall from time to time grant such additional easement and rights over, across, on, under and upon his Dwelling Unit as may be reasonably necessary in connection with the supply of any of the utilities described in Section 4.11 hereof to any part of the Property.

Section 9.17. 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 Dwelling Units as the Board, in its sole discretion, deems appropriate or necessary.

Section 9.18. Parking areas shall be used for parking operable vehicles only and for no other purpose. Motor homes, trailers vans, campers, snowmobiles and boats are prohibited. The

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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 Dwelling Unit of the owner of the vehicle in the same manner as provided in Article VI hereof for non-payment of maintenance assessments.

Section 9.19. Each Lot is hereby subjected to a permanent easement appurtenant to each adjoining Lot which permit the construction, existence, maintenance and repair of structures located on such adjoining Lot, including roof structures which overhang and encroach upon the servient Lot, provided that the construction of such structure is permitted and approved as elsewhere herein provided.

Section 9.20. Notwithstanding any provision in the Declaration, Bylaws, Community Instruments, rules, regulations, or agreements or other instruments of the Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the Lot and facilities of an Owner or on the immediately adjacent exterior of the building in which the Dwelling Unit of an Owner is located. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and a board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the limited common areas and facilities of an Owner or on the immediately adjacent exterior of the building in which the Dwelling Unit of an Owner is located, but a Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

As used in this Section: "American flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "American flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component. "Military flag" means 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, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

Section 9.21. Leasing of Dwelling Units. The provisions of the Act, the Declaration, By-Laws, other community instruments, and rules and regulations that relate to the use of an individual Unit or the Common Areas shall be applicable to any person leasing a Dwelling Unit and shall be deemed to be incorporated in any lease. The Unit Owner leasing the Unit shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

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ARTICLE X

PARTY WALLS

Section 10.01. It is contemplated that the majority of the Dwelling Units shall have two party walls, and all Dwelling Units, at least one party wall, in common with other Dwelling Units in the same building. Each party wall may be erected upon the lot line between the Dwelling Units concerned, but it is recognized that errors may occur in the actual placement of said party walls during the course of construction. Accordingly, the right is hereby reserved to place each such party wall a distance of not more than four feet to either side of such lot line as shown on the plat of subdivision or deed delineation line. Whenever an error with respect to the placement of any party wall of any Dwelling Unit shall be found, but said error is less than four feet in either direction from the lot line or deed delineation line, the legal description of the Dwelling Units concerned may be changed or amended, and each of the Owners concerned shall without further consideration execute and deliver all such conveyances as may be necessary or appropriate, so as to place the lot line or deed delineation line concerned directly underneath such party wall, or, alternatively, each of the Owners concerned shall without further consideration execute and deliver all such grants of easement and other and further documents as may be necessary or appropriate in order to place each party in the same position as though such party wall were precisely situated upon the lot line or deed delineation line extended.

Section 10.02. The title of each Owner to the portion of each party wall within such Dwelling Unit is subject to a cross easement in favor of the adjoining Owner for joint use of said wall.

Section 10.03. In the event it is necessary to repair or rebuild any party wall or portion thereof, the expense shall be divided equally between the two adjoining Owners. However, if such repairs or rebuilding are caused by the act, intentional or accidental, of one adjoining Owner, said Owner shall bear the full cost. If repairs or reconstruction are required only on that portion of a party wall falling entirely within a Dwelling Unit, the cost shall be borne entirely by the Owner on whose side the damage occurred. Each Owner covenants that he shall not impair the party wall for purposes of structural support of the adjoining Dwelling Unit.

Section 10.04. The easements created herein shall not terminate in the event of the destruction of any party wall. In the event of such destruction, any Owner who shall have reconstructed a party wall shall be entitled to recover from the adjoining Owner, upon demand, a sum equal to fifty percent (50%) of the cost of reconstruction, including foundations, and necessary supports, except as provided in Section 10.03 hereof.

Section 10.05. Whenever any party wall or portion thereof shall be repaired or reconstructed, it shall be placed on the same line, be of the same size and constructed of the same or similar materials and of like quality as the wall being repaired or reconstructed.

Section 10.06. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

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ARTICLE XI

MISCELLANEOUS

Section 11.01. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, 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 lot, 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.

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

Section 11.03. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of one hundred (100) years from January 1, 2000, after which time said covenants shall be automatically extended for successive periods of one hundred (100) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended at any time by an instrument signed by those Members entitled to cast seventy-five (75%) percent of the total votes as provided in Article III, Section 3.01 hereof and then properly recorded. Any instrument executed pursuant to the provisions contained herein shall be filed for record in the Office of Recorder of Deeds of Cook County, Illinois and a true complete copy of such instrument shall be transmitted to each Owner promptly.

Section 11.04. 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 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 Rahm Emanuel, Mayor of Chicago, living at the date of this Declaration.

Section 11.05. If all or any part of the Common Area only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owner of the Common Area subject, however, to the rights of the holders of first mortgage liens on the Dwelling Units. If any part of the Property including one or more Dwelling Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, including (without limitation) all proceeds received on account of such taking of any part of the Common Area, shall be divided equitably among, and retained by, the Owners of the Dwelling Units wholly or partially taken in

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such condemnation proceedings. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, and if no residential structures shall then have been constructed or be situated within the portion of the Property so isolated, then all the Dwelling Units lying wholly or partly within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provisions of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For purposes of this Section 11.05, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

Section 11.06. 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.

Section 11.07. 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 Deeds of Cook County, Illinois, and re-register with the Registrar of Titles of Cook County, Illinois, in order to avoid the expiration hereof or of any of the covenants, easements, agreements or other provisions herein 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 shareholders or members of the Association called upon not less than ten (10) days' notice, and unless at such meeting at least two-thirds (2/3) of said shareholders or members shall vote against such re-recording and re-registering, the Association shall have, and is hereby granted, power to so re-record and re-register this Declaration or such part thereof, and such re-recording and re-registering 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 re-recorded and re-registered document executed and acknowledged by each of them.

Section 11.08. 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 the Association and its Owners and 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.

Section 11.09. In amplification of and in addition to the provisions contained in Article VI, Section 6.07, 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 Owners interest and Unit for the benefit of all other Owners by an action

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for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes, Chapter 57).

Section 11.10. Notwithstanding anything in the Declaration to the contrary, the provisions of Section 11.03 dealing with the method of amending the Declaration and Sections 6.08 and 7.04 which expressly subordinate the lien of the Association for unpaid assessment to the lien of any first mortgage of these Sections shall be effective unless such change or amendment shall be first consented to, in writing, by the mortgagee of record of such Dwelling Unit.

Section 11.11. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Property except such as were installed or approved by the Association, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same 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 and by an architectural committee of three (3) or more persons appointed by the Board.

Section 11.12. Anything to the contrary herein notwithstanding, unless at least seventy-five (75%) percent of the first mortgagees (based upon one vote for each first mortgage) of Dwelling Units have given their prior written approval (except as otherwise provided) the Association shall not be entitled to:

- (a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Area or improvements thereon which are owned, directly or indirectly, by the Association;

The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this clause;

- (b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- (c) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of the Dwelling Units; the exterior maintenance of Dwelling Unit, the maintenance of party walls or common fences and driveways, or the upkeep of lawns and plantings in the Property;
- (d) fail to maintain fire and extended coverage on insurable Common Area property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement coat); and
- (e) use hazard insurance proceeds for losses to any Common Area property for other than the repair, replacement or reconstruction of such improvements.

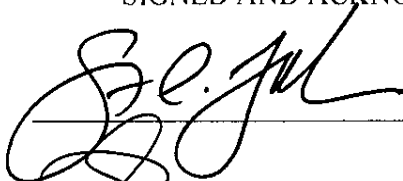
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Section 11.13. The holders of first mortgage liens on the Dwelling Units may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for the Common Area and the first mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

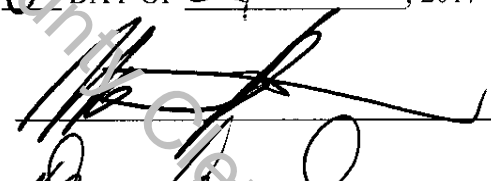
Section 11.14. Anything to the contrary herein notwithstanding, in the event all or any part of the Common Area shall be taken through condemnation by any governmental authority or all or any part of the Common Area or improvements thereon shall be damaged or destroyed by fire or other casualty, nothing contained in this Declaration shall be deemed to grant an Owner or any other party priority over the rights of the first mortgagees of Dwelling Units in and to the net proceeds from such taking or the distribution from any insurance proceeds becoming payable on account of such loss.

Section 11.15. In the event that any part of any Dwelling Unit encroaches shall hereafter encroach upon any part of any other Dwelling Unit, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; 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 interferes with the reasonable use and enjoyment of the Dwelling Unit of another Owner and if it occurred due to the willful conduct of any Owner.

SIGNED AND ACKNOWLEDGED THIS 11th DAY OF September, 2017



B. E. Johnson



B. E. Johnson

BEING AT LEAST TWO-THIRDS OF THE BOARD OF DIRECTORS FOR SHADOW BEND HOMEOWNERS ASSOCIATION

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AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Denise Kennedy, being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Shadow Bend Homeowners Association and as such Secretary and keeper of the books and records of said Association I further state that the foregoing Amended and Restated Declaration was approved by at least two-thirds of the members of the Board of Directors of the Association, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on September 6, 2017 at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded in any manner but remains in full force and effect, and that a copy of the foregoing Amended and Restated Declaration was delivered personally to each Owner at the Association or was sent by regular U.S. mail, postage prepaid to each Owner in the Association at the address of the Lot or such other address as the owner has provided to the Board of Directors for purposes of mailing notices.

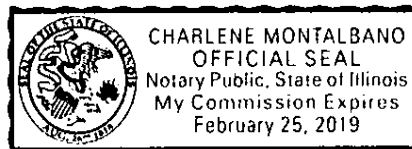
I further state the Owners did not file a petition, nor have twenty percent (20%) of the members of the Board of Directors of the Association submitted a resolution, with the Board, objecting to the adoption of this Amended and Restated Declaration

Denise Kennedy
Secretary of Shadow Bend Homeowners Association

Sworn to and subscribed before me this

26 day of October, 2017

Charlene Montalbano
Notary Public



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Exhibit "A"

Shadow Bend Homeowners Association

Legal Description:

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3B Lot 4, Unit 2A Lot 5, Unit 2A Lot 6, Unit 3B Lot 7 in Cluster 1;

Unit 3B Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, unit 3C Lot 5, Unit 3C Lot 6 in Cluster 2;

Unit 3C Lot 1, Unit 3B Lot 2, Unit 3C Lot 3, Unit 3B Lot 4, Unit 3B Lot 5, Unit 3C Lot 6, Unit 3A Lot 7 in Cluster 3;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3C Lot 4, Unit 3A Lot 5 in Cluster 4;

Unit 3C Lot 1, Unit 2A Lot 2, Unit 3B Lot 3, Unit 3C Lot 4, Unit 3C Lot 5, Unit 3C Lot 6, Unit 3A Lot 7 in Cluster 5;

Unit 3C Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, Unit 3B Lot 5, Unit 3B Lot 6, Unit 3B Lot 7, Unit 3B Lot 8, Unit 3B Lot 9, Unit 3C Lot 10 in Cluster 6;

Unit 3A Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, Unit 3B Lot 5, Unit 3B Lot 6, Unit 3B Lot 7, Unit 3B Lot 8, Unit 3A Lot 9 in Cluster 7;

Unit 3B Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3C Lot 4, Unit 3C Lot 5, Unit 3A Lot 6 in Cluster 8;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, Unit 3C Lot 5, Unit 3A Lot 6 in Cluster 9;

Unit 3A Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3C Lot 4, Unit 3B Lot 5, Unit 3A Lot 6 in Cluster 10;

Unit 2A Lot 1, Unit 3B Lot 2, Unit 2A Lot 3, Unit 3C Lot 4, Unit 3C Lot 5, Unit 3C Lot 6, Unit 3C Lot 7, Unit 3C Lot 8, Unit 3C Lot 9, Unit 3C Lot 10 in Cluster 11;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3B Lot 3, Unit 3B Lot 4 in Cluster 12;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3A Lot 4 in Cluster 13;

Unit 3B Lot 1, Unit 2A Lot 2, Unit 3B Lot 3, Unit 3C Lot 4, Unit 3C Lot 5 in Cluster 14;

and

Outlots 2, 3 and 4 all in Shadow Bend Phase I, a subdivision of a tract of land being a part of Lot 3 in Owner's Subdivision of Sections 1 and 2, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof filed in the Registrar's Office May 10, 1973 as Document LR 2690975 and recorded May 10, 1973 as Document 22320783 in Cook County, Illinois and as amended by affidavit of correction dated June 20, 1973, and filed in the Registrar's Office on June 22, 1973 as Document LR 2699912 and recorded June 22, 1973 as Document 22372158 in Cook County, Illinois

and

Unit 3B Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, Unit 3A Lot 5 in Cluster 42;

Unit 3A Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3B Lot 4 in Cluster 43;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3B Lot 3, Unit 2A Lot 4 in Cluster 44; and

Outlot 1 all in Shadow Bend Phase II, a subdivision of a tract of land being a part of Lot 5 in the Resubdivision of George Strong's Farm in Section 2 and the West half of Section 1, Township 42 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded May 10, 1973 as Document 22320740 in Cook County, Illinois and amended by affidavit of correction dated June 20, 1973 and recorded June 22, 1973 as Document 22372150 in Cook County, Illinois

and

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3B Lot 4, Unit 2A Lot 5, Unit 3B Lot 6 in Cluster 15;

Unit 2A Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3C Lot 4, Unit 3C Lot 5, Unit 3C Lot 6 in Cluster 16;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, Unit 3A Lot 5 in Cluster 17;

Unit 3B Lot 1, Unit 3B Lot 2, Unit 3C Lot 3, Unit 3C Lot 4, Unit 3A Lot 5 in Cluster 18;

Unit 3C Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, Unit 3B Lot 5, Unit 3B Lot 6, Unit 3B Lot 7 in Cluster 19;

Unit 3A Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3B Lot 4 in Cluster 20;

Unit 3B Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3C Lot 4 in Cluster 21;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3C Lot 4, Unit 3A Lot 5 in Cluster 25;

Unit 2A Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, in Cluster 26;

Unit 3B Lot 1, Unit 3B Lot 2, Unit 3C Lot 3, Unit 3C Lot 4 in Cluster 27;

Unit 3C Lot 1, Unit 3C Lot 2, Unit 3B Lot 3, Unit 3B Lot 4 in Cluster 28;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3A Lot 4 in Cluster 29;

Unit 3A Lot 1; Unit 3C Lot 2, Unit 3C Lot 3, Unit 3C Lot 4, Unit 3C Lot 5, Unit 3C Lot 6, Unit 3A Lot 7 in Cluster 30;

Unit 3C Lot 1, Unit 3C Lot 2 in Cluster 31;

Unit 3C Lot 1, Unit 3B Lot 2, Unit 3A Lot 3, Unit 3A Lot 4, Unit 3A Lot 5 in Cluster 32;

Unit 3A Lot 1, Unit 3A Lot 2, Unit 3C Lot 3, Unit 3C Lot 4 in Cluster 33;

Unit 3C Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3C Lot 4, Unit 3C Lot 5 in Cluster 34;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3C Lot 3 in Cluster 35;

Unit 3A Lot 1, Unit 3A Lot 2, Unit 3C Lot 3, Unit 3C Lot 4, Unit 3A Lot 5 in Cluster 36;

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Unit 3C Lot 1, Unit 3B Lot 2, Unit 3C Lot 3, Unit 3A Lot 4, Unit 3A Lot 5 in Cluster 37;

Unit 3C Lot 1, Unit 3B Lot 2, Unit 3B Lot 3, Unit 3C Lot 4, Unit 3C Lot 5, Unit 3C Lot 6, Unit 3B Lot 7, Unit 3B Lot 8 in Cluster 38;

Unit. 3A Lot 1, Unit 3C Lot 2, Unit 3B Lot 3, Unit 3B Lot 4, Unit 3B Lot 5, Unit 3C Lot 6, Unit 3C Lot 7 in Cluster 39;

Unit 3A Lot 1, Unit 3C Lot 2, Unit 3C Lot 3 in Cluster 40;

Unit 3C Lot 1, Unit 3C Lot 2, Unit 3C Lot 3, Unit 3B Lot 4, Unit 3B Lot 5, Unit 3C Lot 6 in Cluster 41;

and

Outlot 5 all in Shadow Bend Phase III, a subdivision of a tract of land being a part of Lots 2 and 5 in the Resubdivision of George Strong's Farm in Section 2 and the West half of section 1, Township 42 North, Range 11, East of the Third Principal Meridian, and a part of Lot 1 in Owner's Subdivision of part of the Old Filkins Farm Sections 1 and 2, Township 42 North, Range 11, East of the Third Principal Meridian and a part of Lot 3 in Owner's Subdivision of sections 1 and 2, Township 42 North, Range 11, East of the Third Principal Meridian according to the plat thereof filed in the Registrar's Office May 10, 1973 as Document LR 2690976 and recorded May 10, 1973 as Document 22320784 in Cook County, Illinois and as amended by affidavit of correction dated June 20, 1973, and filed in the Registrar's Office on June 22, 1973 as Document LR 2699913 and recorded June 22, 1973 as Document 22372159 in Cook County, Illinois.

Unit	Pin	Commonly known as (for informational purposes only)
1-1-3A	03-02-417-001-0000	135 Shadowbend Dr Wheeling, IL 60090
1-7-3B	03-02-417-007-0000	147 Shadowbend Dr Wheeling, IL 60090
2-1-3B	03-02-417-008-0000	149 Shadowbend Dr Wheeling, IL 60090
2-2-3B	03-02-417-009-0000	151 Shadowbend Dr Wheeling, IL 60090
2-3-3B	03-02-417-010-0000	153 Shadowbend Dr Wheeling, IL 60090
2-4-3B	03-02-417-011-0000	155 Shadowbend Dr Wheeling, IL 60090
2-5-3C	03-02-417-012-0000	157 Shadowbend Dr Wheeling, IL 60090
2-6-3C	03-02-417-013-0000	159 Shadowbend Dr Wheeling, IL 60090
3-3-3C	03-02-417-016-0000	165 Shadowbend Dr Wheeling, IL 60090
3-4-3B	03-02-417-017-0000	167 Shadowbend Dr Wheeling, IL 60090
3-5-3B	03-02-417-018-0000	169 Shadowbend Dr Wheeling, IL 60090
3-6-3C	03-02-417-019-0000	171 Shadowbend Dr Wheeling, IL 60090
3-7-3A	03-02-417-020-0000	173 Shadowbend Dr Wheeling, IL 60090
4-1-3A	03-02-417-021-0000	175 Shadowbend Dr Wheeling, IL 60090
4-2-3C	03-02-417-022-0000	177 Shadowbend Dr Wheeling, IL 60090
4-3-3C	03-02-417-023-0000	179 Shadowbend Dr Wheeling, IL 60090
4-4-3C	03-02-417-024-0000	181 Shadowbend Dr Wheeling, IL 60090
4-5-3A	03-02-417-025-0000	183 Shadowbend Dr Wheeling, IL 60090
5-1-3C	03-02-417-026-0000	185 Shadowbend Dr Wheeling, IL 60090
5-2-2A	03-02-417-027-0000	187 Shadowbend Dr Wheeling, IL 60090
5-3-3B	03-02-417-028-0000	189 Shadowbend Dr Wheeling, IL 60090
5-4-3C	03-02-417-029-0000	191 Shadowbend Dr Wheeling, IL 60090
5-5-3C	03-02-417-030-0000	193 Shadowbend Dr Wheeling, IL 60090
5-6-3C	03-02-417-031-0000	195 Shadowbend Dr Wheeling, IL 60090
5-7-3A	03-02-417-032-0000	197 Shadowbend Dr Wheeling, IL 60090
6-1-3C	03-02-417-033-0000	199 Shadowbend Dr Wheeling, IL 60090
6-2-3B	03-02-417-034-0000	201 Shadowbend Dr Wheeling, IL 60090
6-3-3B	03-02-417-035-0000	203 Shadowbend Dr Wheeling, IL 60090
6-4-3B	03-02-417-036-0000	205 Shadowbend Dr Wheeling, IL 60090
6-5-3B	03-02-417-037-0000	207 Shadowbend Dr Wheeling, IL 60090
6-6-3B	03-02-417-038-0000	209 Shadowbend Dr Wheeling, IL 60090
6-7-3B	03-02-417-039-0000	211 Shadowbend Dr Wheeling, IL 60090
6-8-3B	03-02-417-040-0000	213 Shadowbend Dr Wheeling, IL 60090
6-9-3B	03-02-417-041-0000	215 Shadowbend Dr Wheeling, IL 60090
6-10-3C	03-02-417-042-0000	217 Shadowbend Dr Wheeling, IL 60090
7-1-3A	03-02-417-043-0000	197 Shadowbend Dr Wheeling, IL 60090
7-2-3B	03-02-417-044-0000	200 Shadowbend Dr Wheeling, IL 60090

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Unit	Pin	Commonly known as (for informational purposes only)
7-3-3B	03-02-417-045-0000	202 Shadowbend Dr Wheeling, IL 60090
7-4-3B	03-02-417-046-0000	204 Shadowbend Dr Wheeling, IL 60090
7-5-3B	03-02-417-047-0000	206 Shadowbend Dr Wheeling, IL 60090
7-6-3B	03-02-417-048-0000	208 Shadowbend Dr Wheeling, IL 60090
7-7-3B	03-02-417-049-0000	210 Shadowbend Dr Wheeling, IL 60090
7-8-3B	03-02-417-050-0000	212 Shadowbend Dr Wheeling, IL 60090
7-9-3A	03-02-417-051-0000	214 Shadowbend Dr Wheeling, IL 60090
8-1-3B	03-02-417-052-0000	203 Stafford Dr Wheeling, IL 60090
8-2-3C	03-02-417-053-0000	201 Stafford Dr Wheeling, IL 60090
8-3-3C	03-02-417-054-0000	199 Stafford Dr Wheeling, IL 60090
8-4-3C	03-02-417-055-0000	197 Stafford Dr Wheeling, IL 60090
8-5-3C	03-02-417-056-0000	195 Stafford Dr Wheeling, IL 60090
8-6-3A	03-02-417-057-0000	193 Stafford Dr Wheeling, IL 60090
9-1-3A	03-02-417-058-0000	215 Stafford Dr Wheeling, IL 60090
9-2-3C	03-02-417-059-0000	213 Stafford Dr Wheeling, IL 60090
9-3-3B	03-02-417-060-0000	211 Stafford Dr Wheeling, IL 60090
9-4-3B	03-02-417-061-0000	209 Stafford Dr Wheeling, IL 60090
10-1-3A	03-02-417-064-0000	162 Shadowbend Dr Wheeling, IL 60090
10-2-3B	03-02-417-065-0000	164 Shadowbend Dr Wheeling, IL 60090
10-3-3B	03-02-417-066-0000	166 Shadowbend Dr Wheeling, IL 60090
10-4-3C	03-02-417-067-0000	168 Shadowbend Dr Wheeling, IL 60090
10-5-3B	03-02-417-068-0000	170 Shadowbend Dr Wheeling, IL 60090
10-6-3A	03-02-417-069-0000	172 Shadowbend Dr Wheeling, IL 60090
11-1-2A	03-02-417-070-0000	301 Partridge Ln Wheeling, IL 60090
11-2-3B	03-02-417-071-0000	303 Partridge Ln Wheeling, IL 60090
11-3-2C	03-02-417-072-0000	305 Partridge Ln Wheeling, IL 60090
11-4-3C	03-02-417-073-0000	307 Partridge Ln Wheeling, IL 60090
11-5-3C	03-02-417-074-0000	309 Partridge Ln Wheeling, IL 60090
11-6-3C	03-02-417-075-0000	311 Partridge Ln Wheeling, IL 60090
11-7-3C	03-02-417-076-0000	313 Partridge Ln Wheeling, IL 60090
11-8-3C	03-02-417-077-0000	315 Partridge Ln Wheeling, IL 60090
11-9-3C	03-02-417-078-0000	317 Partridge Ln Wheeling, IL 60090
11-10-3C	03-02-417-079-0000	319 Partridge Ln Wheeling, IL 60090
12-1-3A	03-02-417-080-0000	324 Partridge Ln Wheeling, IL 60090
12-2-3C	03-02-417-081-0000	322 Partridge Ln Wheeling, IL 60090
12-3-3B	03-02-417-082-0000	320 Partridge Ln Wheeling, IL 60090
12-4-3B	03-02-417-083-0000	318 Partridge Ln Wheeling, IL 60090
13-1-3A	03-02-417-084-0000	310 Partridge Ln Wheeling, IL 60090
13-2-3C	03-02-417-085-0000	312 Partridge Ln Wheeling, IL 60090
13-3-3C	03-02-417-086-0000	314 Partridge Ln Wheeling, IL 60090
13-4-3A	03-02-417-087-0000	316 Partridge Ln Wheeling, IL 60090
14-1-3B	03-02-417-088-0000	300 Partridge Ln Wheeling, IL 60090
14-2-2A	03-02-417-089-0000	302 Partridge Ln Wheeling, IL 60090
14-3-3B	03-02-417-090-0000	304 Partridge Ln Wheeling, IL 60090
14-4-3C	03-02-417-091-0000	306 Partridge Ln Wheeling, IL 60090
14-5-3C	03-02-417-092-0000	308 Partridge Ln Wheeling, IL 60090
OL 2	03-02-417-093-0000	187 Shadowbend Dr Wheeling, IL 60090
OL 3	03-02-417-094-0000	247 Partridge Ln Wheeling, IL 60090
OL 4	03-02-417-095-0000	247 Partridge Ln Wheeling, IL 60090
1-2-3C	03-02-417-096-0000	137 Shadowbend Dr Wheeling, IL 60090
2-3-3C	03-02-417-097-0000	139 Shadowbend Dr Wheeling, IL 60090
1-4-3B	03-02-417-098-0000	141 Shadowbend Dr Wheeling, IL 60090
1-5-2A	03-02-417-099-0000	143 Shadowbend Dr Wheeling, IL 60090
1-6-2A	03-02-417-100-0000	145 Shadowbend Dr Wheeling, IL 60090

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Unit	Pin	Commonly known as (for informational purposes only)
3-1-3C	03-02-417-101-0000	161 Shadowbend Dr Wheeling, IL 60090
3-2-3B	03-02-417-102-0000	163 Shadowbend Dr Wheeling, IL 60090
9-5-3C	03-02-417-103-0000	207 Stafford Dr Wheeling, IL 60090
9-6-3A	03-02-417-104-0000	205 Stafford Dr Wheeling, IL 60090
15-1-3A	03-02-418-001-0000	249 Shadowbend Dr Wheeling, IL 60090
15-2-3C	03-02-418-002-0000	247 Shadowbend Dr Wheeling, IL 60090
15-3-3C	03-02-418-003-0000	245 Shadowbend Dr Wheeling, IL 60090
15-4-3B	03-02-418-004-0000	243 Shadowbend Dr Wheeling, IL 60090
15-5-2A	03-02-418-005-0000	241 Shadowbend Dr Wheeling, IL 60090
15-6-3B	03-02-418-006-0000	239 Shadowbend Dr Wheeling, IL 60090
16-3-3B	03-02-418-009-0000	277 Shadowbend Dr Wheeling, IL 60090
16-4-3C	03-02-418-010-0000	275 Shadowbend Dr Wheeling, IL 60090
16-5-3C	03-02-418-011-0000	273 Shadowbend Dr Wheeling, IL 60090
16-6-3C	03-02-418-012-0000	271 Shadowbend Dr Wheeling, IL 60090
17-1-3A	03-02-418-013-0000	301 Shadowbend Dr Wheeling, IL 60090
17-2-3C	03-02-418-014-0000	299 Shadowbend Dr Wheeling, IL 60090
17-3-3B	03-02-418-015-0000	295 Shadowbend Dr Wheeling, IL 60090
17-4-3B	03-02-418-016-0000	293 Shadowbend Dr Wheeling, IL 60090
17-5-3A	03-02-418-017-0000	291 Shadowbend Dr Wheeling, IL 60090
18-1-3B	03-02-418-018-0000	311 Shadowbend Dr Wheeling, IL 60090
18-2-3B	03-02-418-019-0000	309 Shadow Dr Wheeling, IL 60090
18-3-3C	03-02-418-020-0000	307 Shadowbend Dr Wheeling, IL 60090
18-4-3C	03-02-418-021-0000	305 Shadowbend Dr Wheeling, IL 60090
18-5-3A	03-02-418-022-0000	303 Shadowbend Dr Wheeling, IL 60090
20-1-3A	03-02-418-030-0000	333 Shadowbend Dr Wheeling, IL 60090
20-2-3B	03-02-418-031-0000	331 Shadowbend Dr Wheeling, IL 60090
21-1-3B	03-02-418-034-0000	341 Shadowbend Dr Wheeling, IL 60090
21-2-3B	03-02-418-035-0000	339 Shadowbend Dr Wheeling, IL 60090
21-3-3B	03-02-418-036-0000	337 Shadowbend Dr Wheeling, IL 60090
21-4-3C	03-02-418-037-0000	335 Shadowbend Dr Wheeling, IL 60090
26-1-2A	03-02-418-043-0000	296 Kingswood Ln Wheeling, IL 60090
26-2-3B	03-02-418-044-0000	294 Kingswood Ln Wheeling, IL 60090
26-3-3B	03-02-418-045-0000	292 Kingswood Ln Wheeling, IL 60090
26-4-3B	03-02-418-046-0000	290 Kingswood Ln Wheeling, IL 60090
27-1-3B	03-02-418-047-0000	285 Kingswood Ln Wheeling, IL 60090
27-2-3B	03-02-418-048-0000	287 Kingswood Ln Wheeling, IL 60090
27-3-3C	03-02-418-049-0000	289 Kingswood Ln Wheeling, IL 60090
27-4-3C	03-02-418-050-0000	291 Kingswood Ln Wheeling, IL 60090
28-1-3C	03-02-418-051-0000	299 Kingswood Ln Wheeling, IL 60090
28-2-3C	03-02-418-052-0000	297 Kingswood Ln Wheeling, IL 60090
28-3-3B	03-02-418-053-0000	295 Kingswood Ln Wheeling, IL 60090
28-4-3B	03-02-418-054-0000	293 Kingswood Ln Wheeling, IL 60090
29-1-3A	03-02-418-055-0000	307 Kingswood Ln Wheeling, IL 60090
29-2-3C	03-02-418-056-0000	305 Kingswood Ln Wheeling, IL 60090
29-3-3C	03-02-418-057-0000	303 Kingswood Ln Wheeling, IL 60090
29-4-3A	03-02-418-058-0000	301 Kingswood Ln Wheeling, IL 60090
30-1-3A	03-02-418-059-0000	310 Oakwood Ln Wheeling, IL 60090
30-2-3C	03-02-418-060-0000	308 Oakwood Ln Wheeling, IL 60090
30-3-3C	03-02-418-061-0000	306 Oakwood Ln Wheeling, IL 60090
30-4-3C	03-02-418-062-0000	304 Oakwood Ln Wheeling, IL 60090
30-5-3C	03-02-418-063-0000	302 Oakwood Ln Wheeling, IL 60090
30-6-3C	03-02-418-064-0000	300 Oakwood Ln Wheeling, IL 60090
30-7-3A	03-02-418-065-0000	298 Oakwood Ln Wheeling, IL 60090
31-1-3C	03-02-418-066-0000	296 Oakwood Ln Wheeling, IL 60090

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Unit	Pin	Commonly known as (for informational purposes only)
31-2-3C	03-02-418-067-0000	294 Oakwood Ln Wheeling, IL 60090
32-1-3C	03-02-418-068-0000	309 Oakwood Ln Wheeling, IL 60090
32-2-3B	03-02-418-069-0000	307 Oakwood Ln Wheeling, IL 60090
32-3-3A	03-02-418-070-0000	305 Oakwood Ln Wheeling, IL 60090
32-4-3A	03-02-418-071-0000	303 Oakwood Ln Wheeling, IL 60090
32-5-3A	03-02-418-072-0000	301 Oakwood Ln Wheeling, IL 60090
33-3-3C	03-02-418-075-0000	302 Shadowbend Dr Wheeling, IL 60090
33-4-3C	03-02-418-076-0000	300 Shadowbend Dr Wheeling, IL 60090
34-1-3C	03-02-418-077-0000	298 Shadowbend Dr Wheeling, IL 60090
34-2-3C	03-02-418-078-0000	296 Shadowbend Dr Wheeling, IL 60090
34-3-3C	03-02-418-079-0000	294 Shadowbend Dr Wheeling, IL 60090
34-4-3C	03-02-418-080-0000	292 Shadowbend Dr Wheeling, IL 60090
34-5-4C	03-02-418-081-0000	290 Partridge Ln Wheeling, IL 60090
35-1-3A	03-02-418-082-0000	320 Forestway Ln Wheeling, IL 60090
35-2-3C	03-02-418-083-0000	322 Forestway Ln Wheeling, IL 60090
35-3-3C	03-02-418-084-0000	324 Forestway Ln Wheeling, IL 60090
36-1-3A	03-02-418-085-0000	318 Forestway Ln Wheeling, IL 60090
36-2-3A	03-02-418-086-0000	316 Forestway Ln Wheeling, IL 60090
36-3-3C	03-02-418-087-0000	314 Forestway Ln Wheeling, IL 60090
36-4-3C	03-02-418-088-0000	312 Forestway Ln Wheeling, IL 60090
36-5-3A	03-02-418-089-0000	310 Forestway Ln Wheeling, IL 60090
37-1-3C	03-02-418-090-0000	319 Forestway Ln Wheeling, IL 60090
37-2-3B	03-02-418-091-0000	321 Forestway Ln Wheeling, IL 60090
37-3-3C	03-02-418-092-0000	323 Forestway Ln Wheeling, IL 60090
37-4-3A	03-02-418-093-0000	325 Forestway Ln Wheeling, IL 60090
37-5-3A	03-02-418-094-0000	327 Forestway Ln Wheeling, IL 60090
38-1-3C	03-02-418-095-0000	250 Shadowbend Dr Wheeling, IL 60090
38-2-3B	03-02-418-096-0000	248 Shadowbend Dr Wheeling, IL 60090
38-3-3B	03-02-418-097-0000	246 Shadowbend Dr Wheeling, IL 60090
38-4-3C	03-02-418-098-0000	244 Shadowbend Dr Wheeling, IL 60090
38-5-3C	03-02-418-099-0000	242 Shadowbend Dr Wheeling, IL 60090
38-6-3C	03-02-418-100-0000	240 Shadowbend Dr Wheeling, IL 60090
38-7-3B	03-02-418-101-0000	238 Shadowbend Dr Wheeling, IL 60090
38-8-3B	03-02-418-102-0000	236 Shadowbend Dr Wheeling, IL 60090
39-4-3B	03-02-418-106-0000	245 Woodmere Ln Wheeling, IL 60090
39-5-3B	03-02-418-107-0000	243 Woodmere Ln Wheeling, IL 60090
39-6-3C	03-02-418-108-0000	241 Woodmere Ln Wheeling, IL 60090
39-7-3C	03-02-418-109-0000	239 Woodmere Ln Wheeling, IL 60090
40-1-3A	03-02-418-110-0000	252 Woodmere Ln Wheeling, IL 60090
40-2-3C	03-02-418-111-0000	254 Woodmere Ln Wheeling, IL 60090
40-3-3C	03-02-418-112-0000	256 Woodmere Ln Wheeling, IL 60090
41-1-3C	03-02-418-113-0000	250 Woodmere Ln Wheeling, IL 60090
41-2-3C	03-02-418-114-0000	248 Woodmere Ln Wheeling, IL 60090
41-3-3C	03-02-418-115-0000	246 Woodmere Ln Wheeling, IL 60090
41-4-3B	03-02-418-116-0000	244 Woodmere Ln Wheeling, IL 60090
41-5-3B	03-02-418-117-0000	242 Woodmere Ln Wheeling, IL 60090
41-6-3C	03-02-418-118-0000	240 Woodmere Ln Wheeling, IL 60090
OL 5	03-02-418-119-0000	275 Shadowbend Dr Wheeling, IL 60090
25-1-3A	03-02-418-120-0000	306 Kingswood Ln Wheeling, IL 60090
26-2-3C	03-02-418-121-0000	304 Kingswood Ln Wheeling, IL 60090
25-3-3C	03-02-418-122-0000	302 Kingswood Ln Wheeling, IL 60090
25-4-3C	03-02-418-123-0000	300 Kingswood Ln Wheeling, IL 60090
25-5-3A	03-02-418-124-0000	298 Kingswood Ln Wheeling, IL 60090
39-1-3A	03-02-418-125-0000	251 Woodmere Ln Wheeling, IL 60090

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Unit	Pin	Commonly known as (for informational purposes only)
39-2-3C	03-02-418-126-0000	249 Woodmere Ln Wheeling, IL 60090
39-3-3B	03-02-418-127-0000	247 Woodmere Ln Wheeling, IL 60090
16-2-3B	03-02-418-128-0000	279 Shadowbend Dr Wheeling, IL 60090
16-1-2A	03-02-418-129-0000	281 Shadowbend Dr Wheeling, IL 60090
20-3-3B	03-02-418-130-0000	329 Shadowbend Dr Wheeling, IL 60090
20-3-3B	03-02-418-131-0000	327 Shadowbend Dr Wheeling, IL 60090
33-2-3A	03-02-418-132-0000	304 Shadowbend Dr Wheeling, IL 60090
33-1-3A	03-02-418-133-0000	306 Shadowbend Dr Wheeling, IL 60090
19-1-3C	03-02-418-134-0000	325 Shadowbend Dr Wheeling, IL 60090
19-2-3B	03-02-418-135-0000	323 Shadowbend Dr Wheeling, IL 60090
19-3-3B	03-02-418-136-0000	321 Shadowbend Dr Wheeling, IL 60090
19-4-3B	03-02-418-137-0000	319 Shadowbend Dr Wheeling, IL 60090
19-5-3B	03-02-418-138-0000	317 Shadowbend Dr Wheeling, IL 60090
19-6-3B	03-02-418-139-0000	315 Shadowbend Dr Wheeling, IL 60090
19-7-3B	03-02-418-140-0000	313 Shadowbend Dr Wheeling, IL 60090
42-1-3B	03-02-419-001-0000	302 Linden Ln Wheeling, IL 60090
42-2-3B	03-02-419-002-0000	300 Linden Ln Wheeling, IL 60090
42-3-3B	03-02-419-003-0000	298 Linden Ln Wheeling, IL 60090
42-4-3B	03-02-419-004-0000	296 Linden Ln Wheeling, IL 60090
42-5-3A	03-02-419-005-0000	294 Linden Ln Wheeling, IL 60090
43-1-3A	03-02-419-006-0000	305 Linden Ln Wheeling, IL 60090
43-2-3B	03-02-419-007-0000	303 Linden Ln Wheeling, IL 60090
43-3-3B	03-02-419-008-0000	301 Linden Ln Wheeling, IL 60090
43-4-3B	03-02-419-009-0000	299 Linden Ln Wheeling, IL 60090
44-1-3A	03-02-419-010-0000	339 Summer Hill Ln Wheeling, IL 60090
44-2-3C	03-02-419-011-0000	337 Summer Hill Ln Wheeling, IL 60090
44-3-3B	03-02-419-012-0000	335 Summer Hill Ln Wheeling, IL 60090
44-4-2A	03-02-419-013-0000	333 Summer Hill Ln Wheeling, IL 60090
OL 1	03-02-419-014-0000	0 Outlet Wheeling, IL 60090

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EXHIBIT B AMENDED AND RESTATED BY-LAWS

FOR THE SHADOW BEND HOMEOWNER'S ASSOCIATION

ARTICLE I Definitions

1.01 Association. Shadow Bend Homeowner's Association, a not-for-profit corporation organized and existing under the laws of the State of Illinois.

1.02 Original Declaration. The Shadow Bend Declaration of Covenants, Conditions, Restrictions, and Easements recorded June 13, 1975 as Document No. 23114271 in the office of Recorder of Deeds of Cook County, Illinois, and filed as Document LR 2813052 in the office of Registrar of Titles of Cook County, Illinois to which the Property, as hereinafter defined, has been submitted, including such amendments, if any, to the Declaration as may from time to time be adopted.

1.03 Declaration. This Amended and Restated Declaration of Covenants, Conditions, Restrictions, and Easements to be recorded in the office of Recorder of Deeds of Cook County, Illinois.

1.04 Property. The parcels of real estate located in Wheeling, Illinois and described in and now or hereafter subjected to the provisions of the Declaration.

1.05 Dwelling Unit or Unit. A residential housing unit located on the Property consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined. One Family may occupy more than one Dwelling Unit and one Owner may own more than one Dwelling Unit, however, such use or ownership shall in no way effect the rights, duties and obligations under the Declaration. For the purposes of determining membership in the Association, each Dwelling Unit shall be considered as a separate and individual Unit. If two or more Dwelling Units are owned by the same Owner, or combined and occupied by a Family, each Dwelling Unit shall be considered as a separate Dwelling Unit under these By-Laws.

1.06 Common Area. All real property and interests therein owned by the Association for the common use and enjoyment of all the Owners.

1.07 Person. A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.08 Owner or Unit Owner. The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit, including

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contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.09 Board. The Board of Directors or the Association.

1.10 Voting Member. As defined in Section 4.01.

1.11 Lot. A platted lot and/or a portion of a platted lot designated as a unit upon any recorded subdivision map of the Property and upon which one individual home is constructed or is to be constructed.

1.12 Family. Family shall mean 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, maintaining a common household in a Dwelling Unit.

1.13. Acceptable technological means. Acceptable technological means shall include without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

1.14. Community Instruments. Community Instruments means all documents and authorized amendments thereto recorded, including, but not limited to, the declaration, bylaws, plat of survey, and rules and regulations.

1.15. Electronic transmission. Electronic transmission means 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 through an automated process.

1.16. Prescribed delivery method. 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.

ARTICLE II

Purposes and Powers

The Association shall be responsible for the proper exterior maintenance and appearance of the Dwelling Units, the general management and supervision of the Property, and the ownership of the Common Area 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 Illinois Common Interest Community Association Act and the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

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ARTICLE III

Offices

3.01 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.

3.02 Principal Office. The principal office of the Association shall be maintained in Wheeling, Illinois.

ARTICLE IV

Membership

4.01 Voting Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot or Dwelling Unit which is subject by covenants of record to assessment by the Association, shall be a member of the Association (herein referred to as "Voting Member"). The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Dwelling Unit which is subject to assessment by the Association. Ownership of such Lot or Dwelling unit shall be the sole qualification of membership. Nothing herein contained shall be interpreted to exclude Trustee from membership while it or its successors in interest, if any, owns one or more Lots or Dwelling Units. Voting rights with regard to each Voting Member are set forth in Section 4.02 hereof.

4.02 Class of Membership. The Association shall have one class of voting membership which members shall be all those Owners as defined in Section 4.01. Such members shall be entitled to one vote for each Dwelling Unit in which they hold the interest required for membership by Section 4.01. When more than one person holds such interest in any Dwelling Unit, all such persons shall be members. The vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Dwelling Unit.

4.03 Meetings.

- (a) Quorum: Procedure. Meetings of the Voting 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 Voting Members at which a quorum is present upon the affirmative votes of the Voting Members having a majority of the total votes

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present at such meeting. Any Voting Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

- (b) Annual Meeting. There shall be an Annual Meeting of the Voting Members on the first Wednesday of June of each succeeding year, at 7:30 o'clock P.M. If the date for the Annual Meeting of Voting 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 Voting Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Voting 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 Voting Members having twenty percent (20%) of the total votes, or any other method that is prescribed in the community instruments, and delivered through a prescribed delivery method not less than ten (10) and no more than thirty (30) 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.

4.04 Notices of Meetings. Notices of meetings required to be given herein shall be given detailing the time, place and purpose of such meeting no less than 10 and no more than 30 days prior to the meeting through a prescribed delivery method at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board.

Any notice required to be sent or received or signature, vote, consent or approval required to be obtained under any community instrument or any provision of the Common Interest Community Association Act may be accomplished using the technology generally available at that time. The Association, Owners and other persons entitled to occupy a Dwelling Unit may perform any obligation or exercise any right under any Community instrument or any provision of the Common Interest Community Association Act by use of any technological means that provides sufficient security, reliability, identification and verifiability. A verifiable electronic signature satisfies any requirement for a signature under any Community instrument or any provision of the Common Interest Community Association Act. Voting on, consent to and approval of any matter under any Community Instrument or any provision of the Common Interest Community Association Act may be accomplished by electronic transmission or other equivalent technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in non-electronic form. Subject to other provisions of law, no action required or permitted by any Community instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the person can otherwise be authenticated to the satisfaction of the Board of Directors. If any person does not provide written authorization to conduct business using electronic transmission or other equivalent technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means. This provision does not apply to any

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notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collection a Common Expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Common Interest Community Association Act.

4.05 Voting. A member may vote:

- (1) by proxy executed in writing by the member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date of execution. Unless the community instruments or the written proxy itself provide otherwise, proxies will not be valid for more than 11 months after the date of its execution; or
- (2) by submitting an Association-issued ballot in person at the election meeting; or
- (3) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or Bylaws; or
- (4) by any electronic or acceptable technological means.

Votes cast under any paragraph of this Section 4.05 (1-4) are valid for the purpose of establishing a quorum.

The Association may, upon adoption of the appropriate rules by the board, conduct elections by electronic or acceptable technological means. Members may not vote by proxy in Board elections. Instructions regarding the use of electronic means or acceptable technological means for voting shall be distributed to all members not less than 10 and not more than 30 days before the election meeting. The instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot. The Board rules shall provide and the instructions provided to the member shall state that a member who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that member.

Upon proof of purchase, the purchaser of a Unit from a seller other than the developer pursuant to an installment contract for purchase shall, during such times as he or she resides in the unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, shall have the right to vote for the members of the Board of the Association and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

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ARTICLE V

Board of Directors

5.01 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) persons who shall be elected in the manner hereinafter provided. The Board 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 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 three 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 agent or employee of a beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board.

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

5.03 Election of Board Members. At the Annual Meeting of the Voting Members there shall be elected a Board of Directors. In all elections for members of the Board of Directors, each Voting 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. Five (5) Board Members were to have been elected at the Initial Meeting. The three (3) persons receiving the highest number of votes at the Initial Meeting were to have been elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes were to have been 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 the 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. Board members may succeed themselves.

5.04 Compensation. Members of the Board shall receive no compensation for their services, unless expressly allowed by the Board at the direction of the Voting 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.

5.05 Vacancies in Board. Vacancies in the Board, other than as a result of removal pursuant to paragraph 5.07, including vacancies due to any increase in the number of persons on the Board, shall be filled by the remaining members of the Board 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

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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.

5.06 Election of Officers. The Board shall elect from among the Unit Owners a President who shall preside over both its meetings and those of the Voting Members, and who shall be the chief executive officer of the Board and Association, a Secretary who shall keep the minutes of all meetings of the Voting Members and of the Board and who shall, in general, perform all the duties incident to the office of 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.

5.07 Removal of Board Members. Any Board member may be removed from office by affirmative vote of the Voting 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 Voting Members at the same meeting or any subsequent meeting called for that purpose.

5.08 Meeting of Board. The Board shall meet at least four (4) times annually. Annual Meetings of the Board shall be held at the same place as the Annual Meeting of Voting Members. Special meetings of the Board may be called by the President, 25% of the members of the Board, or by any other method that is prescribed in the community instruments. 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, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present.

Except to the extent otherwise provided by the Act, the Board shall give the members notice of all Board meetings at least 48 hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other conspicuous places in the common areas of the common interest community at least 48 hours prior to the meeting except where there is no common entranceway for 7 or more units, the Board may designate one or more locations in the proximity of these units where the notices of meetings shall be posted. The Board shall give members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within 10 to 60 days prior to the meeting, unless otherwise provided in Section 1-45 (a) or any other provision of the Act.

Meetings of the Board shall be open to any Unit Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment,

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employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or unit owner's unpaid share of common expenses, or (vi) to consult with the association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

The Board must reserve a portion of the meeting of the Board for comments by members; provided, however, the duration and meeting order for the member comment period is within the sole discretion of the Board.

5.09 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 VI

Powers of the Board

6.01 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these By laws, 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) 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, as more specifically provided in Section 6.02(h) of these By-laws hereof, repair and replacements of the Dwelling Units and Common Area 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

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the services of others, and to make purchases, for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Area thereof, 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 Unit Owners of such Dwelling Units which have been occupied for residential purposes, their respective shares of such estimated expenses, as hereinafter provided;
- (i) to suspend the voting rights and right to the use of the recreational facilities of an Owner during any period in which: 1) such Owner shall be in default of the payment of any assessment levied against his Lot or Dwelling Unit; and 2) an infraction exists of the terms of the Declaration and/or the published rules and regulations;
- (j) to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said property, and the rights of such mortgagee in said properties shall be subordinate to the rights of the Owners hereunder;
- (k) 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 Voting Members. No such dedication or transfer shall be effective unless an instrument signed by Voting Members entitled to cast two-thirds (2/3) of the votes of the membership agreeing to such dedication or transfer;
- (l) to exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Voting Members by the Articles of Incorporation, the Declaration or these By-laws;
- (m) after notice and an opportunity to be heard, to levy and collect reasonable fines from members or owners for violations of the Declaration, Bylaws and rules and regulations of the Association.
- (n) to establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act.

6.02 Specific Powers of the Board. The Board, for the benefit of the Board, the Association and all Unit Owners, shall acquire, and shall pay for out of the maintenance fund hereinafter provided for, the following:

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- (a) Utility Service for Common Area. Water, waste removal, electricity and telephone, heat, power and other necessary utility service for the Common Area (and, if not separately metered or charged, for the Units);
- (b) Casualty Insurance. A policy or 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 Board may deem desirable for the full insurable replacement cost of the Common Area; also, in the discretion of the Board, such insurance covering any Dwelling Unit as required by the Declaration upon a failure of the Owner to obtain such insurance; also, a blanket policy or policies on all Dwelling Units, if the Board determines it to be advantageous to obtain such a policy or policies;
- (c) Liability Insurance. 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 each Unit Owner, the Association, its officers, members of the Board, the manager and managing agent of the Property, if any, and their respective employees and agents, from liability in connection with the ownership and/or use of the Common Area, and the streets and sidewalks adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their coverage which shall include cross liability claims of one or more insured parties against other insured parties;
- (d) Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws;
- (e) Wages and Fees for Services. The services of any person or firm employed by the Board, including without limitation, the services of a person or firm to act as manager or a managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, and legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of the rights of the Association;
- (f) Care of Common Area. Landscaping (subject to subparagraph (h) herein), gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Area, private streets, foot paths, easements of ingress and egress to the Property, and such furnishings and equipment for the Common Area as the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire the same for the Common Area;
- (g) Taxes. General real estate, personal property and other taxes and special assessments assessed against the Common Area;

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- (h) Maintenance of Exterior Dwelling Units. All maintenance of the exterior of the Dwelling Units, including without limitation, painting and tuckpointing thereof at such intervals as shall be prudent.

The Board may also perform all maintenance, improvement and repair of the grounds and landscaping of the Dwelling Units situated outside the exterior walls as though said grounds were a part of the Common Area, provided, however, any such landscaping and care shall not be performed for those areas which are fenced-in by the Unit Owner. In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, or guests, or invitees, the Board shall levy a special assessment against the applicable Lot or Unit for the cost of such maintenance or repair.

Each Owner shall be responsible for the maintenance and repair with respect to the driveway serving his Dwelling Unit, including that portion of the driveway located on the Common Area, and the walkways, glass surfaces and patio area located on his Lot.

The Board or its agents may enter any Unit when necessary in conjunction with any maintenance or construction for which the Association is responsible. It may likewise enter any Common Area for maintenance, repair, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. The Board reserves the right to retain a passkey(s) to each Unit. In the event of any emergency originating in or threatening any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not, to address such emergency and shall not be deemed guilty of trespass by any court of competent jurisdiction.

- (i) Additional Expenses. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required or authorized to secure or pay for pursuant to the terms of these provisions, the Declarations, any governmental statute or regulation or which in its discretion shall be necessary or proper for the maintenance and operation of the Property as a first class townhouse project or for the enforcement of the Declaration; provided that the Board shall have the power to levy a special assessment against any Owner benefiting therefrom for the cost of said maintenance or repair.
- (j) Discharge of Mechanic's Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which may in the opinion of the Board constitute a lien against the Common Area, rather than merely against the interests therein of particular Owners; it being understood, however, that the foregoing authority shall not be in

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limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

- (k) Certain Utility Services to Units. Water, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. 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;
- (l) Fidelity Insurance. Obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the association. All management companies which are responsible for the funds held or administered by the association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company.

6.03 Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Area, subject to all the provisions of the Declaration) having a total cost in excess of Five Thousand Dollars (\$5,000), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Areas requiring an expenditure in excess of Five Thousand Dollars (\$5,000), without in each case the prior approval of the Voting Members holding two-thirds (2/3) of the total votes.

6.04 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.

6.05 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 of said Property. Written notice of such rules and regulations shall

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be given to all Owners and occupants, 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.
- (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.

6.06 Liability of the Board of Managers. The members of the Board and the officers of the Association shall not be personally liable to the Owners or others for any mistake of judgment or for any acts or omissions made in good faith by such officers or Board Members. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers against all contractual liability to others arising out of contracts made by the Board of Directors or officers on behalf of the Owners unless 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 VII

Assessments - Maintenance Fund

7.01 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 an indication of which portions are intended for capital expenditures or repairs or payment of real estate taxes and 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. Each member shall receive through a prescribed delivery method, at least 30 days but not more than 60 days prior to the adoption thereof by the Board, a copy of such proposed annual budget. The Estimated Cash Requirement shall be assessed equally among all of the Owners other than owners of property exempt from assessment pursuant to Section 7.08 ("Exempt Owners"). On or before January 1 of the ensuing year, and the first of each and every month of said year, each Owner, other than Exempt Owners, 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. On or before the date of the Annual Meeting of each calendar year, the Board shall (i) supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar 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 such year (including amounts collected from Exempt Owners pursuant to Section 7.07), and showing the net amount over or short of the

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actual expenditures, plus reserves, or (ii) provide to all Owners a consolidated 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 Lot or Dwelling Unit have been paid, and reasonable charge may be made for the issuance of these certificates. Such certificates shall be conclusive evidence of payment of any assessment therein.

7.02 Extraordinary Expenditures. The Board shall build up and maintain a reasonable reserve for authorized capital expenditures, contingencies and replacements ("Extraordinary Expenditures") not originally included in the annual estimate. Extraordinary Expenditures which may become necessary during the year, shall be charged first against such reserve.

- (a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 115% of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by members with 20% of the votes of the Association delivered to the Board within 14 days of the Board action, shall call a meeting of the members within 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 members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.
- (b) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its members and specifically identify the subsequent assessments needed to offset this variance in future budgets.
- (c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to member approval or the provisions of subsection (a) or (d) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.
- (d) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total members at a meeting called for that purpose.
- (e) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (c) and (d) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

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7.03 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.

7.04 Books and Records. The Board shall keep full and correct books of account 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. 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, or any holder of a mortgage lien on a Dwelling Unit 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. Upon ten (10) days' notice to the Board and payment of a reasonable fee, 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.

(a) Records. The Board shall keep and maintain the following records or true and complete copies of these records, at the Association's principal office:

(i) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, articles of organization, annual reports, and any rules and regulations adopted by the Board shall be available.

(ii) 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.

(iii) The minutes of all meetings of the Board which shall be maintained for not less than seven (7) years.

(iv) 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.

(v) 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 corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

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(vi) 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 Member or Unit Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

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

(c) **Records Not Available.** Notwithstanding the provisions of this Section, unless otherwise directed by court order, the following records are not available to inspection, examination, or copying by members:

(i) documents relating to appointment, employment, discipline, or dismissal of Association employees;

(ii) documents relating to actions pending against or on behalf of the Association or its Board in a court or administrative tribunal;

(iii) documents relating to actions threatened against, or likely to be asserted on behalf of, the Association or its Board in a court or administrative tribunal;

(iv) documents relating to common expenses or other charges owed by a member other than the requesting member; and

(v) documents provided to the Association in connection with the lease, sale, or other transfer of a unit by a member other than the requesting member.

7.05 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 Unit 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 Unit 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.

7.06 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 allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property; 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 Unit 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 real estate. Unless otherwise provided in the Declaration, the members of the Board and

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their successors in office, acting on behalf of the other Unit 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. Said lien shall take effect and be in force; provided, however, that the lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot or Dwelling Unit shall not affect the assessment lien unless so provided as a result of a judicial sale pursuant to a decree of foreclosure.

7.07 Exempt Property. Notwithstanding anything herein contained to the contrary, the following property shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and granted to or used by a utility company; and (b) the Common Area.

7.08 Forcible Entry and Detainer. In addition to the rights and remedies set forth in Section 7.06, if any Unit 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 Unit and shall have the right, on behalf of the other Unit Owners, to enter and take possession of the Unit from said defaulting Unit Owner, to put out the Unit Owner, or any occupant or tenant claiming by through or under the Unit Owner, using such reasonable force as the Board shall deem necessary under the circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer Act, Chapter 57, Illinois Revised Statutes.

ARTICLE VIII

Covenants and Restrictions as to Use and Occupancy

All Unit Owners shall maintain, occupy and use their 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 Voting Members.

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

ARTICLE IX

Committees

9.01 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

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not operate to relieve the Board, or any individual director, of any responsibility imposed upon it or him by law.

9.02 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 of the Association, 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.

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

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

9.05 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.

9.06 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.

9.07 Rules. Each committee may adopt rules for its own government not inconsistent with these By-laws or with rules adopted by the Board.

ARTICLE X

Amendments

These By-laws may be amended or modified from time to time by action or approval of the Voting Members having at least three-fourths (3/4) of the total votes computed as provided in Section 4.02; provided, however, that no provision in these By-laws may be amended or modified so as to conflict with the provisions of the Declaration unless the Declaration shall also be amended according to the procedures provided therein so that no conflict shall thereafter exist. Such amendments to the Declaration shall be recorded in the Office of the Recorder of Deeds of the county wherein the Property is located, or if required, shall be filed in the Office of the Registrar of Titles of Cook County, Illinois.

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ARTICLE XI

Interpretation

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

Property of Cook County Clerk's Office