

2015K054321
SANDY WEGMAN
RECORDER - KANE COUNTY, IL

RECORDED: 10/5/2015 03:40 PM
REC FEE: 76.00 RHSPS FEE: 9.00
PAGES: 32

For Use by the Recorder's Office Only

**AMENDED AND RESTATED DECLARATION OF RIGHTS, COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
THE MILL CREEK VILLAGE ROW HOMES**

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

pd **Michael G. Kreibich, Esq.**
Kovitz Shifrin Nesbit
175 North Archer Avenue
Mundelein, IL 60060 / T: (847) 537-0500

Table of Contents

ARTICLE I DEFINITIONS	1
ARTICLE II MEMBERSHIP	3
ARTICLE III VOTING RIGHTS AND BOARD OF DIRECTORS	3
Section 3.01. Voting Membership.....	3
Section 3.02. Membership as Mandatory.....	4
Section 3.03. Board of Directors.....	4
Section 3.04. No Refund of Assessments.....	4
Section 3.05. Authority to Hire.	4
Section 3.06. Rules and Regulations.	4
Section 3.07. Inspection of Books and Records.....	5
ARTICLE IV MAINTENANCE OF COMMON AREAS BY THE ASSOCIATION	5
Section 4.01. Common Area Care.....	5
Section 4.02. Easements for Common Area Maintenance.....	6
ARTICLE V RESTRICTIONS AND EASEMENTS	6
Section 5.01. Restrictions Relating to Lots and Village Row Homes.....	6
Section 5.02. Easement for Police and Fire Protection.	10
Section 5.03. Easement For Use of Common Areas.	10
Section 5.04. Easement For Drainage and Utilities.....	10
Section 5.05. Easement Reserved For Common Area Repairs.	10
Section 5.06. Easement Reserved For Utility Repairs.	10
Section 5.07. Easement For Golf Balls.	11
ARTICLE VI MAINTENANCE OF VILLAGE ROW HOMES	11
Section 6.01. Maintenance Obligations.....	11
ARTICLE VII COVENANTS FOR MAINTENANCE ASSESSMENTS	11
Section 7.01. Provision for Assessments.	11
Section 7.02. Purpose of Assessments.	12
Section 7.03. Board's Authority to fix Annual Assessment.	12
Section 7.04. Uniform Rate Collected Monthly.....	12

Section 7.05. Collection of Assessments.....	12
Section 7.06. Provisions with Respect to Delinquent Assessments.	13
Section 7.07. Subordination of Lien.	13
ARTICLE VIII INSURANCE.....	13
Section 8.01. Association’s Obligation.....	13
Section 8.02. Owner’s Obligations.	14
ARTICLE IX MISCELLANEOUS	14
Section 9.01. Authority to Enforce Provisions of the Declaration.	14
Section 9.02. Severability	14
Section 9.03. Covenants Running with the Land.....	14
Section 9.04. Notices.	15
Section 9.05. Rerecording of this Declaration.....	15
Section 9.06. Covenants Inure to the Benefit of Subsequent Owners.	15
Section 9.07. Association's Power to take Possession as an Enforcement Provision.....	16
Section 9.08. Liberal Construction of Declaration.	16
EXHIBIT "A"	17
LEGAL DESCRIPTION	17
EXHIBIT "B"	18
AMENDED AND RESTATED BY-LAWS	18
EXHIBIT C.....	29
AFFIDAVIT	29

**AMENDED AND RESTATED DECLARATION FOR
MILL CREEK VILLAGE ROW HOMEOWNERS ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions, and Restrictions has been approved this 28 day of September, 2015, by no less than two-thirds (2/3) of the Board of Directors of Mill Creek Village Row Homeowners Association, pursuant to Section 1-60 of the Illinois Common Interest Community Act ("Act");

WITNESSETH:

WHEREAS, the Association and its Owners are owners of the real property located in Kane County, Illinois, described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Association was created pursuant to the Declaration for Mill Creek Village Row Homeowners Association, recorded with the Kane County Recorder of Deeds as Document 2005K033854 ("Original Declaration") for the efficient preservation of the values and amenities of the Property, for the purpose of maintaining the Property, Outlots and any improvements thereon, for administering and enforcing the covenants, conditions and restrictions, and for collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, there has been established for the mutual benefit of all current and future owners and occupants of the aforesaid development and real estate and any part thereof, certain easements or rights in, over, under, upon, along and across said development and real estate and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof;

NOW, THEREFORE, the Association and its Owners declare that the Property shall be held, transferred, sold, conveyed and occupied subject to the provisions of this Amended and Restated Declaration.

ARTICLE I DEFINITIONS

Section 1.01. "Act" shall mean and refer to The Illinois Common Interest Community Act, as amended from time to time.

Section 1.02. "Association" shall mean and refer to the Mill Creek Village Row Homeowners Association, an Illinois not-for-profit corporation.

Section 1.03. "Board" shall mean the Board of Directions of the Association as constituted at any time or from time to time, in accordance with the applicable provisions of Article III.

Section 1.04. "By-Laws" shall mean the Amended and Restated By-Laws of the Mill Creek Village Row Homeowners Association, a copy of which is attached as Exhibit "B" hereto and made a part hereof.

Section 1.05. "Common Areas" 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 for the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners.

Section 1.06. "Common Expenses" shall mean the proposed or actual expenses affecting the Property, including reserves, if any, lawfully assessed by the Association.

Section 1.07. "Community Instruments" shall mean all documents and authorized amendments thereto recorded by the Association, including, but not limited to, the Declaration, By-Laws, plat of survey, and rules and regulations.

Section 1.08. "County" shall mean the County of Kane, in Illinois.

Section 1.09. "Declaration" shall mean this Amended and Restated Declaration for the Mill Creek Village Row Homeowners Association.

Section 1.10. "Landscaped Areas" shall mean those parts of the Common Areas which have been landscaped with grass, trees, shrubbery, berms and other forms of vegetation and physical landscaping.

Section 1.11. "Lot" shall mean and refer to that portion of the Property which shall be a subdivided lot created by a recorded plat of subdivision and upon which one (1) Village Row Home was constructed and title to which was conveyed to an Owner by deed.

Section 1.12. "Management Company" or "Community Association Manager" shall mean a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for the Association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act.

Section 1.13. "Member" shall mean and refer to any person or entity that holds membership in the Association.

Section 1.14. "Occupant" shall mean any person or persons other than the Owner in possession of a Village Row Home.

Section 1.15. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot (as herein defined) including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.16. "Prescribed Delivery Method" shall mean the mailing, delivering, posting in an Association publication that is routinely mailed to all Owners, or any other delivery method that is approved in writing by the Owner and authorized by the Community Instruments, including but not limited to electronic communications.

Section 1.17. "Property" shall mean and refer to that certain real estate described in Exhibit "A".

Section 1.18. "Village Row Home" or "Unit" shall mean a detached single family residential house constructed on a Lot upon the Property.

ARTICLE II MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot, including a contract seller, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership.

ARTICLE III VOTING RIGHTS AND BOARD OF DIRECTORS

Section 3.01. Voting Membership.

The Association shall have one class of voting membership. Members shall be all those Owners as defined in Section 1.15 of the Declaration. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, all such persons shall constitute one voting Member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 3.02. Membership as Mandatory.

No Owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or therefrom on the part of any Owner shall be of any force or effect for any purpose.

Section 3.03. Board of Directors.

The Association shall have a Board of five (5) Directors who shall be elected by the Members of the Association at such intervals as the By-Laws of the Association shall provide, except that any vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board by majority vote as provided by the By-Laws. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board, and who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the 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 from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The By-Laws of the Association may include such provisions for the protection and indemnification of officers and directors as shall be permissible by law.

Section 3.04. No Refund of Assessments.

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

Section 3.05. Authority to Hire.

Whenever possible, the Association shall perform its functions 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.

Section 3.06. Rules and Regulations.

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

Section 3.07. Inspection of Books and Records.

The Board shall maintain the following records of the Association and make them available for examination and copying at convenient hours of weekdays by any Member or Owner, subject to the authority of the Board, their mortgagees, and their duly authorized agents or attorneys:

(i) Copies of the recorded Declaration, other community instruments, other duly recorded covenants and By-Laws and any amendments, articles of incorporation, 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 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.

(vi) With respect to Lots 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 Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

**ARTICLE IV MAINTENANCE OF COMMON AREAS BY THE
ASSOCIATION**

Section 4.01. Common Area Care.

To the extent such services are not performed by the Mill Creek Special Service Area, the Association shall maintain the Common Areas, including the Landscaped Areas, in a manner

which will enhance and protect the value, desirability, appearance and aesthetics of the Property, which maintenance shall include, but not be limited to:

- a). the mowing of Landscaped Areas;
- b). cultivating of Landscaped Areas;
- c). trimming and fertilizing of evergreens and shrubs;
- d). snow removal on sidewalks and driveways;
- c). fertilizing and weed control programs;
- f). spraying pesticide, fertilizing and trimming of trees;
- g). replacement of Landscaped Areas, shrubbery, trees, evergreens and plantings as required from time to time

The Association shall have the right to draw water from individual Village Row Homes as required for the efficient performance of its duties hereunder.

Section 4.02. Easements for Common Area Maintenance.

The Association is hereby granted an easement over, under and upon each Lot as may be necessary or convenient for the maintenance of the Common Areas (together "Easement Areas") and the Association, its agents and employees, shall have the right to go upon such Easement Areas for such purposes.

ARTICLE V RESTRICTIONS AND EASEMENTS

Section 5.01. Restrictions Relating to Lots and Village Row Homes.

a). Use. Each Lot and Village Row Home shall be used exclusively for residential purposes. No Lot or Village Row Home shall be used at any time for business or commercial activities.

b). Village Row Home Standards. No television or radio antennas or towers or swimming pools shall be permitted at any time.

c). Satellite Dish/Antennae. Homeowner may install one (1) satellite dish and/or internet antenna, not to exceed 39" (thirty-nine inches) in diameter (in accordance with the current FCC ruling). Satellite dish should be placed behind the home or on the rear roof, out of public view. If signal reception mandates that the satellite dish be placed in public view, the dish should be placed at the closest point to the home (where adequate signal can be received). This

dish should be hidden as much as possible by flowering plants or foliage. Limit one (1) satellite dish per household unless prior approval by the Board.

d). No Village Row Home shall be rebuilt, reconstructed, added to, or have the exterior elevation remodeled or changed in any way except in accordance with plans and specifications approved by the Board.

e). Architectural Controls. All plans, specifications and other materials pertinent to any proposed construction or reconstruction shall be submitted to the Board, together with the payment of One Hundred Dollars (\$100.00). A report in writing setting forth the decisions of the Board shall thereafter be transmitted to the applicant within thirty (30) days after the date of filing of the plans, specifications and other material by the applicant. The decisions of the Board shall be binding on all Owners. The Board following the submission of the aforesaid, will aid and assist the Owner and will make every attempt to reasonably cooperate with the wishes of the Owner. Owners are encouraged to submit preliminary sketches for "informal comment" prior to the submittal of drawings and specifications for full review. In the event the Board fails to approve or disapprove the final plans, specifications and other material within thirty (30) days as required in this Declaration, approval shall not be required and the related requirements of this Declaration shall be deemed to have received compliance.

f). Noxious or Offensive Activities. No noxious or offensive activities shall be carried on in any part of the Property, nor shall anything be done which is or may become a nuisance or cause a disturbance or annoyance to others.

g). No Hazardous Activities. No activities shall be conducted in any part of the Property, and no improvements shall be constructed thereon which are or might be unsafe or hazardous. Without limiting the generality of the foregoing, no firearms shall be discharged, no fireworks discharged, and no open fires shall be lighted or permitted, excepting in a contained barbecue or commercial fire pit at ground level while attended and in use, or within a safe and well designed interior fireplace.

h). Unsightliness. No unsightliness shall be permitted, and all utility lines shall be underground.

i). Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, or kept at the Property except dogs, cats or other common household pets [not to exceed a total of two (2) pets] may be kept in a Village Row Home, provided, that they are not kept, bred or maintained for any commercial purposes and are in compliance with all applicable rules and regulations promulgated by the Association.

j). Laundry. No clothes, sheets, blankets or other household articles shall be hung or exposed on any part of a Lot.

k). Debris. No storage piles or materials shall be kept except within a Village Row Home and no lumber, grass, shrubbery, tree clippings, plant waste, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any part of a Lot. Firewood and storage of refuse and trash shall be at places and in containers as prescribed by Rules and Regulations promulgated by the Association from time to time.

l). Lights, Sound and Odors. No exterior lighting shall be installed on any part of a Lot which is unreasonably bright or causes unreasonable glare; provided, however, that each Owner may install exterior lighting which shall be either indirect or of such controlled focus and intensity so as to not disturb residences of adjoining Lots, which exterior lighting is subject to regulation by the Association. No sounds shall be emitted which are unreasonably loud and annoying (excessive or continual) and no odors shall be emitted which are noxious or offensive to others.

m). Temporary Structures. No tent, shed, or temporary building or structure shall be placed upon any Lot.

n). Signs. No sign or other advertising device shall be erected or maintained on any Lot or on or inside any Village Row Home or on any part of the Common Areas. For sale signs may be placed on a Lot by an Owner in accordance with Rules and Regulations promulgated by the Association from time to time.

o). Grading. There shall be no change in the grading of the Property after completion of the Village Row Homes and grading of the Lots, nor shall any established pattern of drainage of surface waters be altered without the approval of the Board.

p). Parking. All Owners and Occupants shall use their respective garages for the parking and storage of motor vehicles; provided, however, that the use of such driveways for the permanent parking of commercial vehicles is prohibited and provided further that all recreational vehicles must be stored in a closed garage. For the purposes hereof, recreational vehicles shall include, but shall not be limited to, campers, mobile homes, trailers, boats and snowmobiles. All such parking shall be further regulated by the Rules and Regulations promulgated by the Association from time to time.

q). Planting. No plants or seeds, trees, shrubberies or bushes incompatible with the natural aesthetics of the Property will be permitted, no such vegetation shall be permitted on the Lots or Landscaped Areas and no plants, trees or shrubberies shall be removed without the prior written approval of the Association.

r). Fences. No fences shall be permitted on the Lots except for fences which comply with the following standards. Fencing or fence columns may be up to 3'6" in height in a front or corner side yard facing a street (and for a distance of 10 feet behind the facade facing a street along a side lot line) and up to 6'0" in height in all other areas. Fences must be set back 12" or

more from a public sidewalk. Fences or garden walls may be solid stone or masonry up to 12" in height and wood or metal with open pickets up to 6'0" in height. Additional privacy in private garden areas may be created with planted hedges that are maintained to a height of 6'0" Fences must be constructed using compatible, complimentary, or same materials, and have similar styling and details, as the home. Plans must be approved by the Board prior to installation.

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

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

- (i) The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.
- (ii) A flag or mount may not be installed by the Unit Owner on a portion of the Common Area. A flag or mount may be installed on that portion of the property that is under the exclusive use and control of an Owner.

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

- (i) All requests for modification to the Village Row Home must be in writing per Association Property Improvement Proposal guidelines.
- (ii) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.
- (iii) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.
- (iv) All work must be approved by the Board prior to commencing construction.

- (v) The Board of Directors shall have the authority to establish a fee for administration, supervision and documentation associated with Residents moving in and out of the premises, including a security deposit for damages to the Common Area.

Section 5.02. Easement for Police and Fire Protection.

An easement is hereby granted to the County to go upon the Lots and the Common Areas for the purpose of providing police and fire protection services and maintaining and repairing those portions of the Lots (streets, sidewalks, sewer and water mains and lines) which the County shall deem to require maintenance or repair for the purpose of keeping (a) the streets and sidewalks thereon open at all times for the passing of fire, police and other emergency vehicles, personnel and equipment from the date such notice is received; and (b) the sewer and water main lines functioning and for their intended purposes.

Section 5.03. Easement For Use of Common Areas.

Each Owner and their respective guests, invitees and employees shall have a non-exclusive easement for the use and enjoyment in and to the Common Areas subject to the following: (a) the right of the Association to pass reasonable rules and regulations relating to such use and enjoyment; (b) the right of the Association to suspend an Owner's right to use or enjoy such easement for any period during which such Owner may be in violation of this Declaration; (c) the right of the Association to levy assessments as herein provided; and (d) any and all rights reserved to the Association as herein provided.

Section 5.04. Easement For Drainage and Utilities.

A non-exclusive easement for the installation and maintenance of drainage facilities and utility easements is hereby granted to the Association over, under, across and through the Common Areas.

Section 5.05. Easement Reserved For Common Area Repairs.

The Association and any of its respective agents, employees and independent contractors shall have the right to enter upon the Common Areas and any Lot to the extent necessary for the purpose of maintaining, repairing and replacing the Common Areas and any improvements in, on, under or upon the Common Areas as herein provided or for performing any of its respective obligations herein provided, in any such case, the Association or any of its agents, employees or independent contractors shall not be guilty of any trespass.

Section 5.06. Easement Reserved For Utility Repairs.

The Association hereby reserves the right to grant easements for ingress, egress, installation, construction, reconstruction, maintenance, repair, operation and inspection of utility services over, under, across and through the Common Areas as they deem necessary or desirable in order to effectuate the intent of this Declaration.

Section 5.07. Easement For Golf Balls.

There was created an easement over the Property for the benefit of the Mill Creek Country Club, Inc. and their respective agents, employees, guests, invitees, licensees, successors and assigns to enter upon the Property to retrieve golf balls which have been hit thereon. By acceptance of a deed to a Lot and Village Row Home, the Owner assumes all liability for any damage caused by golf balls being hit onto the Property.

ARTICLE VI MAINTENANCE OF VILLAGE ROW HOMES

Section 6.01. Maintenance Obligations.

Each Owner shall carry out or cause to be performed all maintenance and repairs to the exterior of the Village Row Homes and the Lots including, without limitation, all masonry walls, including the foundations thereof; front masonry steps; roofs, gutters and downspouts made necessary and desirable as a result of natural or ordinary wear and deterioration. Each Owner shall, in addition, carry out or cause to be performed all such maintenance and repairs of all water, sewer, gas, telephone and electrical lines incorporated in and forming a part of the Village Row Home and located within the boundaries of the Lot owned by such Owner. In addition, each Owner shall have the obligation to maintain in good condition and repair his glass surfaces, windows, front entry and garage doors, electrical fixtures, patio, and walkways located on his or her Lot. Upon the failure of any Owner to maintain those areas which are not the maintenance responsibility of the Association, the Association, through its agents and employees, is hereby granted the right to enter upon the Lot and make such reasonable repairs, maintenance, rehabilitation or restoration of the premises as may be necessary, and the costs thereof shall become a lien upon the Lot in the same manner as provided in Article VII hereof for nonpayment of maintenance assessments, including, the provision for interest and attorneys' fees as provided in Section 7.06.

ARTICLE VII COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 7.01. Provision for Assessments.

Each Owner 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: (a) annual assessments or charges; and (b) special assessments for capital improvements or such other improvements upon the Property, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with such interests, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when

the assessment fell due. The personal obligation shall not pass to his successors in title unless expressly assumed by them, but shall continue to be a lien upon the Lot until paid.

Section 7.02. Purpose of Assessments.

The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents in the Property and in particular for the improvement and maintenance of the Property, services and facilities devoted to this purpose and of the Village Row Homes situated upon the Property. Such uses shall include, but are not limited to, the cost to the Association of maintaining the Common Areas as may from time to time be authorized by the Association, and other facilities and activities including, but not limited to, mowing grass, caring for the grounds, landscaping, equipment, street lighting, if any, all sanitary and storm sewer and water lines, structures and appurtenances (other than maintained by any governmental authority or utility company), perimeter fencing, if any, and other charges required by this Declaration or that the Association 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 Association 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. In the event, however, that the Association determines that there exists a surplus in the replacement reserve, the Association shall have the authority to transfer such funds into the operating account to fund any deficit in said account.

Section 7.03. Board's Authority to fix Annual Assessment.

The Association shall be authorized to fix the annual assessment in an amount sufficient to meet the costs and expenses as contained in Section 7.02 hereof. 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, maintenance or replacement (including those items of maintenance and repair set forth in Section 4.01 hereof).

Section 7.04. Uniform Rate Collected Monthly.

The annual assessments must be fixed at a uniform rate for all Lots, and shall be paid by the Owners in equal monthly installments.

Section 7.05. Collection of Assessments.

The Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be given one month before the effective date of the changed amount of the assessment. An Owner shall first be liable for payment of the full monthly assessment on

the first day of the month following conveyance of a Lot to such Owner. 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 have been paid and, if not paid, the amount of any such deficiency. Such certificates shall be conclusive evidence of payment of any assessment therein.

Section 7.06. Provisions with Respect to Delinquent Assessments.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the prime rate, as announced from time to time, plus four percent (4%), and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the respective Lot and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Owner, by acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a foreclosure of a mortgage or deed of trust lien on real property.

Section 7.07. Subordination of Lien.

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

ARTICLE VIII INSURANCE

Section 8.01. Association's Obligation.

The Association shall be further responsible for maintaining such policies of insurance against public liability, vandalism and other endorsements as the Association may deem desirable insuring the Association and the Members from liability in connection with the ownership and/or use of the Common Areas, provided that such policies shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days written notice to the Association. The Association may also obtain any other kinds of insurance as the Association shall from time to time deem prudent. The Association shall 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.

Section 8.02. Owner's Obligations.

Each Owner shall procure and maintain in full force at all times insurance covering such Owner's Lot and Village Row Home consisting of, or providing all the protections afforded by, the insurance now generally described as fire, extended coverage, additional extended coverage, vandalism and personal liability, to one hundred percent (100%) of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation. In the event a Village Row Home or any portion thereof shall be damaged or destroyed by fire or other casualty, the Owner shall cause it to be repaired, restored or rebuilt, as the case may be, as rapidly as possible to at least as good condition as existed immediately prior to such damage or destruction and in accordance with plans and specifications approved by Board, and shall conform in all respects to all applicable laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction.

ARTICLE IX MISCELLANEOUS

Section 9.01. Authority to Enforce Provisions of the Declaration.

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 attorneys' fees incurred by the Association in prosecuting such action. The amount of such attorneys' 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 9.02. Severability.

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

Section 9.03. Covenants Running with the Land.

The covenants and restrictions of this Declaration shall run with and bind to the land and shall inure to the benefit of and be enforceable by the Association and the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term

of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years; subject to amendment as hereinafter set forth, the covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by those Members entitled to cast seventy-five percent (75%) of the total votes and as provided in Article III, Section 3.01 hereof and then properly recorded. These covenants and restrictions may also be cancelled or amended by an instrument signed by sixty percent (60%) of Owners executed and recorded within ninety (90) days of the expiration of any successive ten (10) year period, such cancellation or amendment to be effective on the date of commencement of the ten (10) year period in question. Any instrument executed pursuant to the provision contained in this section shall be filed for record in the Office of the Recorder of Deeds of Kane County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly.

Section 9.04. Notices.

Any notices required to be sent to any member of the Association or to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, or sent via any Prescribed Delivery Method, including electronic means, 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 9.05. Rerecording of this Declaration.

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 Kane 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 the laws of the state of Illinois presently in force commonly known as the Marketable Title Act, or any other law or statute of similar purport, they shall submit the matter to a meeting of the Members called upon not less than ten (10) days notice, and unless at such meeting at least two-thirds (2/3) of Members shall vote against such rerecording, the Association shall have, and is hereby granted, power to so rerecord this Declaration or such part thereof, and such rerecording shall be binding upon all Owners in every way and with all the full force and effect as though such action were taken by each of said Owners and rerecorded document executed and acknowledged by each of them.

Section 9.06. Covenants Inure to the Benefit of Subsequent Owners.

All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon each 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 easements 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.

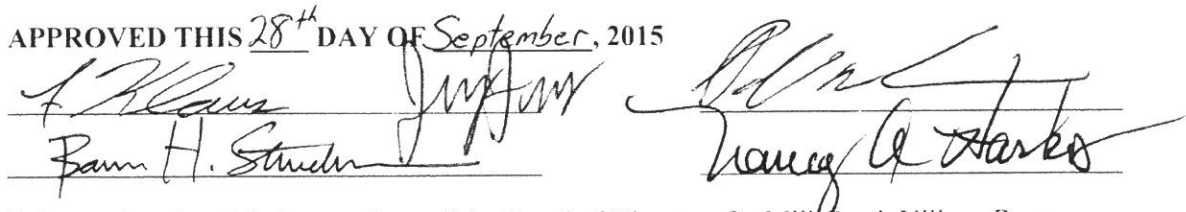
Section 9.07. Association's Power to take Possession as an Enforcement Provision.

In amplification of and in addition to the provisions contained in Article VII, Section 7.07, in the event of any default of any Owner, the Association may and shall have all rights and remedies as shall otherwise be provided or permitted by law, including the right to take possession of such Owner's interest and Lot for the benefit of all other Owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act of the State of Illinois.

Section 9.08. Liberal Construction of Declaration.

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

APPROVED THIS 28th DAY OF September, 2015


A. Klaus
Sam H. Strickland
Nancy A. Starks

Being no less than 2/3 the members of the Board of Directors for Mill Creek Village Row Homeowners Association

Exhibit "A"

Mill Creek Village Row Homeowners Association

Legal Description: Lots 76 and 98 and Lots 197 to 238, both inclusive, in Mill Creek Neighborhood "P", Phase VI, being a subdivision in Blackberry and Geneva Townships, Kane County, Illinois, according to the recorded Plat thereof recorded August 20, 2004 as Document 2004K110992, and certificate of correction recorded September 13, 2004 as Document 2004K120375 in Kane County, Illinois.

Lot	Pin	Commonly known as (for informational purposes only)
229	11-12-401-011	00N478 DOOLEY DR GENEVA, IL
230	11-12-401-012	00N474 DOOLEY DR GENEVA, IL
231	11-12-401-013	00N470 DOOLEY DR GENEVA, IL
232	11-12-401-014	00N462 DOOLEY DR GENEVA, IL
233	11-12-401-015	00N454 DOOLEY DR GENEVA, IL
234	11-12-401-016	00N448 DOOLEY DR GENEVA, IL
235	11-12-401-017	00N438 DOOLEY DR GENEVA, IL
236	11-12-401-018	00N470 DOOLEY DR GENEVA, IL
237	11-12-401-019	00N420 DOOLEY DR GENEVA, IL
238	11-12-401-020	00N414 DOOLEY DR GENEVA, IL
76	11-12-401-021	00N406 DOOLEY DR GENEVA, IL
228	11-12-409-001	00N489 DOOLEY DR GENEVA, IL
227	11-12-409-002	04N489 DOOLEY DR GENEVA, IL
226	11-12-409-003	00N471 DOOLEY DR GENEVA, IL
225	11-12-409-004	00N463 DOOLEY DR GENEVA, IL
224	11-12-409-005	0N455 DOOLEY DR GENEVA, IL
223	11-12-409-006	00N449 DOOLEY DR GENEVA, IL
222	11-12-409-007	00N443 DOOLEY DR GENEVA, IL
221	11-12-409-008	00N433 DOOLEY DR GENEVA, IL
220	11-12-409-009	00N421 DOOLEY DR GENEVA, IL
219	11-12-409-010	00N405 DOOLEY DR GENEVA, IL
218	11-12-409-011	00N403 DOOLEY DR GENEVA, IL
207	11-12-409-012	00N482 TAYLOR DR GENEVA, IL
208	11-12-409-013	00N472 TAYLOR DR GENEVA, IL
209	11-12-409-014	00N468 TAYLOR DR GENEVA, IL
210	11-12-409-015	00N460 TAYLOR DR GENEVA, IL
211	11-12-409-016	00N452 TAYLOR DR GENEVA, IL
212	11-12-409-017	00N444 TAYLOR DR GENEVA, IL
213	11-12-409-018	00N436 TAYLOR DR GENEVA, IL
214	11-12-409-019	00N432 TAYLOR DR GENEVA, IL
215	11-12-409-020	00N422 TAYLOR DR GENEVA, IL
216	11-12-409-021	00N402 TAYLOR DR GENEVA, IL
217	11-12-409-022	00N400 TAYLOR DR GENEVA, IL
206	11-12-426-013	00N483 TAYLOR DR GENEVA, IL
205	11-12-426-014	00N481 TAYLOR DR GENEVA, IL
204	11-12-426-015	00N469 TAYLOR DR GENEVA, IL
203	11-12-426-016	00N461 TAYLOR DR GENEVA, IL
202	11-12-426-017	00N453 TAYLOR DR GENEVA, IL
201	11-12-426-018	00N445 TAYLOR DR GENEVA, IL
200	11-12-426-019	00N439 TAYLOR DR GENEVA, IL
199	11-12-426-020	00N429 TAYLOR DR GENEVA, IL
198	11-12-426-021	00N419 TAYLOR DR GENEVA, IL
197	11-12-426-022	00N413 TAYLOR DR GENEVA, IL
98	11-12-426-023	00N401 TAYLOR DR GENEVA, IL

EXHIBIT "B"

AMENDED AND RESTATED BY-LAWS OF

THE MILL CREEK VILLAGE ROW HOMEOWNERS ASSOCIATION

ARTICLE I

PURPOSES AND POWERS

The Association shall be responsible for the general management and supervision of the Property and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Amended and Restated Declaration. Any capitalized terms which are not defined herein shall have the meaning contained in the Declaration. Further; the Association shall have all powers now or hereafter granted by the Common Interest Community Association Act and General Not-For-Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II

OFFICES

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

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

ARTICLE III

MEMBERSHIP

3.01. Voting Members. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot shall be a Member of the Association. The foregoing is not intended to include persons or entities that 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. Ownership of such Lot shall be the sole qualification of membership. There shall be one person with respect to each Lot who shall be entitled to vote at any meeting of the Members. Such voting Member shall be the Owner of the Lot or the beneficiary or one of the beneficiaries of a land trust which is an Owner or some person (who need not be an Owner)

designated by such Owner or beneficiary or beneficiaries to act as proxy on behalf of such Owner or beneficiary or beneficiaries. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy. Any or all Owners, and their designee, if any, may be present at any meeting of the Members, but only the voting Member of the Lot may vote or take any other action as a voting Member either in person or by proxy. Voting rights with regard to each Member are set forth in Section 3.02 hereof.

3.02. Voting Rights. The Association shall have one class of voting membership. Members shall be all those Owners as defined in Section 3.01. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.01. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

3.03. Meetings.

a). Quorum and Procedure. Meetings of the Members shall be held at the principal office of the Association or at such other place in Kane 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 total votes determined pursuant to Section 3.02 above shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting.

b). Annual Meeting. The annual meeting of the Members shall be on the first Tuesday of February of each succeeding year at 7:30 P.M. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour of the first day next succeeding such date which is not a legal holiday. If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the members may bring an action to compel compliance with the election requirements specified in the By-Laws. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Managers or the Board of Directors, the Owners shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this section does not apply.

c). Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Members, or for any other reasonable purpose. Said meetings shall be called by written notice, authorized by a majority of the Board or by the Members having one-fourth (1/4) of the total votes, and delivered not less than ten (10) days nor 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.

3.04. Notices of Meetings. Notices of meeting required to be given herein shall be delivered either personally, by mail or by electronic means, to the person entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Owner with respect to which such voting right appertains, if no address has been given to the Board. The notices required herein shall state the specific purpose and the nature of the business for which the meeting is called and shall be at least ten (10) days but not more than thirty (30) days prior to the date of said meeting. At any meeting, no business may be transacted other than that specified in the notice.

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

ARTICLE IV

BOARD OF DIRECTORS

4.01. Board of Directors. The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than five (5), and that the terms of at least two-fifths (2/5) of the persons on the Board shall expire annually. Each member of the Board shall be one of the Owners provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board and provided further that in the event a member of the Board has entered into a contract to sell his Village Row Home and vacates the Village Row Home prior to the consummation of that transaction such Member shall not longer be eligible to serve on the Board and his term of office shall be deemed terminated.

4.02. Determination of Board to be Binding. All matters of dispute or disagreement between Owners or with respect to interpretation or application of the provisions of the

Declaration or these 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.

4.03. Election of Board Members. At the annual meetings of the Members, there shall be elected a Board of Directors. In all elections for members of the Board of Directors, no Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Five (5) Board Members were elected at the initial meeting. The three (3) persons who received the highest number of votes at the first annual meeting were elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes were elected to the Board for a term of one (1) year. Upon expiration of the terms of office of the Board members so elected at the initial meeting and thereafter, successors shall be elected for a term of two (2) years each. Any Member shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest in any Lot, the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

4.05. Vacancies in the Board. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (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 thirty (30) days following the filing of a petition signed by membership holding twenty percent (20%) of the votes of the Association requesting such a meeting.

4.06. Election of Officers. The Board shall elect from among its Members; a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Members and of the Board 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.

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

a Board member removed may be elected by the Members at the same meeting or any subsequent meeting called for that purpose.

4.08. Meeting of Board. All annual meetings of the Board shall be held without other notice than the By-Laws immediately after, and at the same place as, the annual meeting of Members. Special meetings of the Board shall be held upon call by the president or by a majority of the Board on not less than forty-eight (48) hours notice; in writing to each Member, delivered personally, by mail or by electronic means. 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. Not less than four (4) Board meetings shall be held during each fiscal year. Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (a) 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; (b) to consider third party contracts or information regarding appointment, employment, or dismissal of an employee, or (c) to discuss violations of rules and regulations of the Association or an Owner's unpaid share of common expenses. Any vote on these matters shall be taken at a meeting or portion thereof open to any Owner.

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

ARTICLE V

POWERS OF THE BOARD

5.01. 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 and the Common Areas:
- c). Subject to Section 5.02 (b) below, to engage the services of a Management Company or Community Association Manager who shall manage and operate the Property and the Common Areas;

d). To formulate policies for the Administration, management and operation of the Property and the Common Areas;

e). To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Areas, and to amend such rules and regulations from time to time;

f). To provide for the maintenance, repair and replacement of landscaped areas, Common Areas and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the Management Company or Community Association Manager;

g). To provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Areas and to delegate any such powers to the Management Company or Community Association Manager (and any such employees or other personnel as may be the employees of the managing agent);

h). To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of the Lots their respective shares of such estimated expenses, as hereinafter provided;

i) To exercise all other powers and duties vested in or delegated to the Association, and not specifically reserved to the Members by the Articles of Incorporation, the Declaration or these By-Laws.

5.02. Rules and Regulations; Management.

a). Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such rules and regulations shall be given to all Owners and Occupants, 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 a Management Company or Community Association Manager to manage the Property to the extent deemed advisable by the Board. Any management fees incurred pursuant to this Section 5.02 shall be paid from the assessments collected pursuant to Article VI hereof.

c). Not-For-Profit. Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

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

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

6.01. Preparation of Estimated Budget. Each year on or before December 1, the Board will estimate the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before February 1, notify each Owner in writing as to the amount of such estimate ("Estimated Cash Requirement"), with reasonable itemization thereof. The Estimated Cash Requirement shall be assessed equally among all of the Owners as provided in Section 6.02 hereof. On or before March 1 following and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section 6.01. On or before the date of the annual meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding fiscal year actually incurred and paid, together with a tabulation of the amounts collected from the Owners pursuant to assessments made during such year and showing the net amount over or short of the actual expenditures, plus reserves. 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 specific Lot have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein.

6.02. Extraordinary Expenditures. The Board shall build up and maintain a reasonable reserve ("Capital Reserve") for authorized capital expenditures, contingencies and replacements not originally included in the annual estimate. Extraordinary expenditures which may become necessary during the year shall be charged first against such reserve. If such reserve proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be divided pro rata among the remaining installments for such fiscal year and assessed equally among the Owners. The Board shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and

reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All such Owners shall be obligated to pay the adjusted monthly amount. In the event the Board determines that there exists a surplus in the Capital Reserve, the Board shall have the authority to transfer such funds into the operating account to fund any deficit in said account.

6.03. Special Assessment. 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 one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board or, where applicable, as approved by the members, and shall be used only for the specific purpose for which such assessment was levied.

- a. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners.
- b. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of this section. As used herein, "emergency" means an immediate damage to the structural integrity of the Common Areas or to the life, health, safety, or property of the Owners.
- c. Assessments for additions and alterations to the Common Areas or the Association owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds (2/3) of the total members at a meeting called for that purpose.
- d. The Board may adopt separate assessments payable over more than one (1) fiscal year. With respect to multi-year assessments not governed by subsections (b) and (c) 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.

6.04. Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any

manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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

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

6.07. Remedies for Failure to Pay Assessments. Any assessments which are not paid within thirty (30) days after the due date shall bear interest from the due date at the prime rate, as announced from time to time, plus four percent (4%), and the Association may bring an action of law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' 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 Lot 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 their successors in office, acting on behalf of the other Owners, shall have the power to bid for the Lot 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 Lot at such foreclosure sale. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage now or hereafter placed on the Lots, provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Lot which became due and payable

subsequent to the date the holder of said mortgage takes possession of the Lot, accepts a conveyance of any interest in the Lot or as a receiver appointed in a suit to foreclose his lien.

6.08. Forcible Entry and Detainer. In addition to the rights and remedies set forth in Section 6.07, if any Owner shall default in the payment, when the 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 Lot and shall have the right, on behalf of the other Owners, to enter and take possession of the Lot from said defaulting Owner, to put out the Owner, or any Occupant claiming by, through or under the Owner, using such reasonable force as the Board shall deem necessary under the circumstances and to exercise any of the rights and remedies set forth in the Forcible Entry and Detainer Act of the State of Illinois.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

ARTICLE VIII

COMMITTEES

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

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

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

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

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

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

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

8.07. Rules. Each committee may adopt rules for its own government not inconsistent with these Amended and Restated By-Laws or with rules adopted by the Board.

ARTICLE IX

AMENDMENTS

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

ARTICLE X

INTERPRETATIONS

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.

ARTICLE XI

DEFINITION OF TERMS

The terms used in these By-Laws shall have the same definition as set forth in the Declaration to which these By-Laws are attached unless such terms are otherwise defined herein.

ARTICLE XII

DISSOLUTION

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