

NFP-102.10
(Rev. Jan. 1999)

http://www.sos.state.il.us

ARTICLES OF INCORPORATION

6365-514-7

(Do Not Write in This Space)

SUBMIT IN DUPLICATE

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

DO NOT SEND CASH!

Date Filed: 7/19/2004

Filing Fee \$50

Approved JR

TO: JESSE WHITE, Secretary of State

Pursuant to the provisions of "The General Not For Profit Corporation Act of 1986," the undersigned Incorporator(s) hereby adopt the following Articles of Incorporation.

Article 1. The name of the corporation is: Castle Creek Condominium Homeowners Association

Article 2. The name and address of the initial registered agent and registered office are: JR

Registered Agent Jean Marie Klippstein
First Name Middle Name Last Name
Registered Office 1141 E. Main St Suite 105
Number Street (Do not use P.O. Box)
East Dundee IL 60118 Kane
City ZIP Code County

Article 3: The first Board of Directors shall be 3 in number, their names and residential addresses being as follows: (Not less than three)

Director's Names	Number	Street	Address City	State
Robert Meyn		7510 N. Hill Road,	Marengo, IL	60152
Terry Cairns		27 E. Anchor Drive,	Oswego, IL	60542
Robert Meiborg		803 First Street,	Elburn, IL	60119



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Article 4. The purposes for which the corporation is organized are:

To own, maintain, administer and operate property owned on a condominium basis or by a Homeowners Association.

Is this corporation a Condominium Association as established under the Condominium Property Act?
 Yes No (Check one)

Is this corporation a Cooperative Housing Corporation as defined in Section 216 of the Internal Revenue Code of 1954? Yes No (Check one)

Is this a Homeowner's Association which administers a common-interest community as defined in subsection (c) of Section 9-102 of the code of Civil Procedure? Yes No

Article 5. Other provisions (please use separate page):

Article 6.

NAMES & ADDRESSES OF INCORPORATORS

The undersigned Incorporator(s) hereby declare(s), under penalties of perjury, that the statements made in the foregoing Articles of Incorporation are true.

Dated 311 (Month & Day), 2004 (Year).

SIGNATURES AND NAMES

- 1. Signature: JEAN KLIPPSTEIN; Name (please print)
2. Signature
Name (please print)
3. Signature
Name (please print)
4. Signature
Name (please print)
5. Signature
Name (please print)

POST OFFICE ADDRESS

- 1. 1141 E. MAIN ST # 1008; Street: EAST DUNDEE IL 60118; City/Town: State: ZIP
2. Street; City/Town: State: ZIP
3. Street; City/Town: State: ZIP
4. Street; City/Town: State: ZIP
5. Street; City/Town: State: ZIP

(Signatures must be in BLACK INK on original document. Carbon copied, photocopied or rubber stamped signatures may only be used on the true copy.)

- If a corporation acts as incorporator, the name of the corporation and the state of incorporation shall be shown and the execution shall be by its President or Vice-President and verified by him, and attested by its Secretary or an Assistant Secretary.
• The registered agent cannot be the corporation itself.
• The registered agent may be an individual, resident in this State, or a domestic or foreign corporation, authorized to act as a registered agent.
• The registered office may be, but need not be, the same as its principal office.
• A corporation which is to function as a club, as defined in Section 1-3.24 of the "Liquor Control Act" of 1934, must insert in its purpose clause a statement that it will comply with the State and local laws and ordinances relating to alcoholic liquors.

FOR INSERTS - USE WHITE PAPER - SIZE 8 1/2 x 11

File No.
FORM NFP-102.10
ARTICLES OF INCORPORATION
under the
GENERAL NOT FOR PROFIT
CORPORATION ACT
of

SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
SPRINGFIELD, ILLINOIS 62756
TELEPHONE (217) 782-8522
782-9523
(These Articles Must Be Executed and Filed
in Duplicate)

Filing Fee \$50
C-157.11

FORM NFP 110.30 (rev. Dec. 2003)
ARTICLES OF AMENDMENT
General Not For Profit Corporation Act



Jesse White, Secretary of State
Department of Business Services
Springfield, IL 62756
Telephone (217) 782-1832
http://www.cyberdriveillinois.com

P A I D
JUN 30 2005
DEPARTMENT OF
BUSINESS SERVICES

Remit payment in the form of a check or money order payable to the Secretary of State.

FILED
JUN 28 2005

JESSE WHITE
SECRETARY OF STATE

File #

6365 5147

Filing Fee: \$25.00

Approved: *WJ*

Submit in duplicate

Type or Print clearly in black ink

Do not write above this line

1. Corporate name (Note 1): Castle Creek Condominium Homeowners Association

2. Manner of adoption of amendment:

The following amendment of Articles of Incorporation was adopted on June 15, 2005 in the manner indicated below (Check one only):
(Month, Day & Year)

By affirmative vote of a majority of the directors in office, at a meeting of the board of directors, in accordance with Section 110.15. (Note 2)

By written consent, signed by all the directors in office, in compliance with Sections 110.15 and 108.45 (Note 3)

By members at a meeting of members entitled to vote by the affirmative vote of the members having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation or the bylaws, in accordance with Section 110.20. (Note 4)

By written consent signed by members entitled to vote having not less than the minimum number of votes necessary to adopt such amendment, as provided by this Act, the articles of incorporation, or the bylaws, in compliance with Sections 107.10 and 110.20. (Note 5)

3. Text of amendment

(a.) When an amendment effects a name change, insert the new corporate name below. Use 3 (b) below for all other amendments. *Article 1: The name of the corporation is:

Castle Creek of Bartlett Condominium Association *WJ*

(New Name)

(b) All amendments other than name change.

(If amendment affects the corporate purpose, the amended purpose is required to be set forth in its entirety.) If there is not sufficient space to add the full text of the amendment, add one or more sheets of this size.

(COMPLETE ITEM 4 OR, IF APPLICABLE, ITEM 5.) ALL SIGNATURES MUST BE IN BLACK INK.

4. The undersigned corporation has caused these articles to be signed by duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK.**)

Dated June 15 2005 Castle Creek Condominium Homeowners Association
(Month & Day) (Year) (Exact Name of Corporation)

Terry L. Cairns
Any Authorized Officer's Signature

TERRY L. CAIRNS, Assst Vice President
(Print Name and Title)

5. If there are no duly authorized officers, then the persons designated under Section 101.10(b)(2) must sign below and print name and title.
 The undersigned affirms, under penalties of perjury, that the facts stated herein are true.

Dated _____ (Month, Day & Year)

Signature	Print Name and Title
_____	_____
_____	_____
_____	_____

NOTES

- Note 1:** State the true and exact corporate name as it appears on the records of the Secretary of State, BEFORE any amendment herein reported.
- Note 2:** Directors may adopt amendments without member approval only when the corporation has no members, or no members entitled to vote pursuant to §110:15.
- Note 3:** Director approval may be (1) by vote at a director's meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
- Note 4:** All amendments not adopted under Sec. 110.15 require (1) that the board of directors adopt a resolution setting forth the proposed amendment and (2) that the members approve the amendment.
 Member approval may be (1) by vote at a members meeting (*either annual or special*) or (2) by consent, in writing, without a meeting.
 To be adopted, the amendment must receive the affirmative vote or consent of the holders of at least 2/3 of the outstanding members entitled to vote on the amendment, (*but if class voting applies, then also at least a 2/3 vote within each class is required*).
- Note 5:** When member approval is by written consent, all members must be given notice of the proposed amendment at least 5 days before the consent is signed. If the amendment is adopted, members who have not signed the consent must be promptly notified of the passage of the amendment. (Sec. 107.10 & 110.20)

7. (If authorized by the board of directors, sign here. See Note 5)

The undersigned corporation has caused this statement to be signed by a duly authorized officer who affirms, under penalties of perjury, that the facts stated herein are true.

Dated November 15, 2007 Castle Creek of Bartlett Condominium Association
 (Month & Day) (Year) (Exact Name of Corporation)

Jennifer Y. Yang
 (Any Authorized Officer's Signature)

JENNIFER Y. YANG, PRESIDENT
 (Type or Print Name and Title)

(If change of registered office by registered agent, sign here. See Note 6)

The undersigned, under penalties of perjury, affirms that the facts stated herein are true.

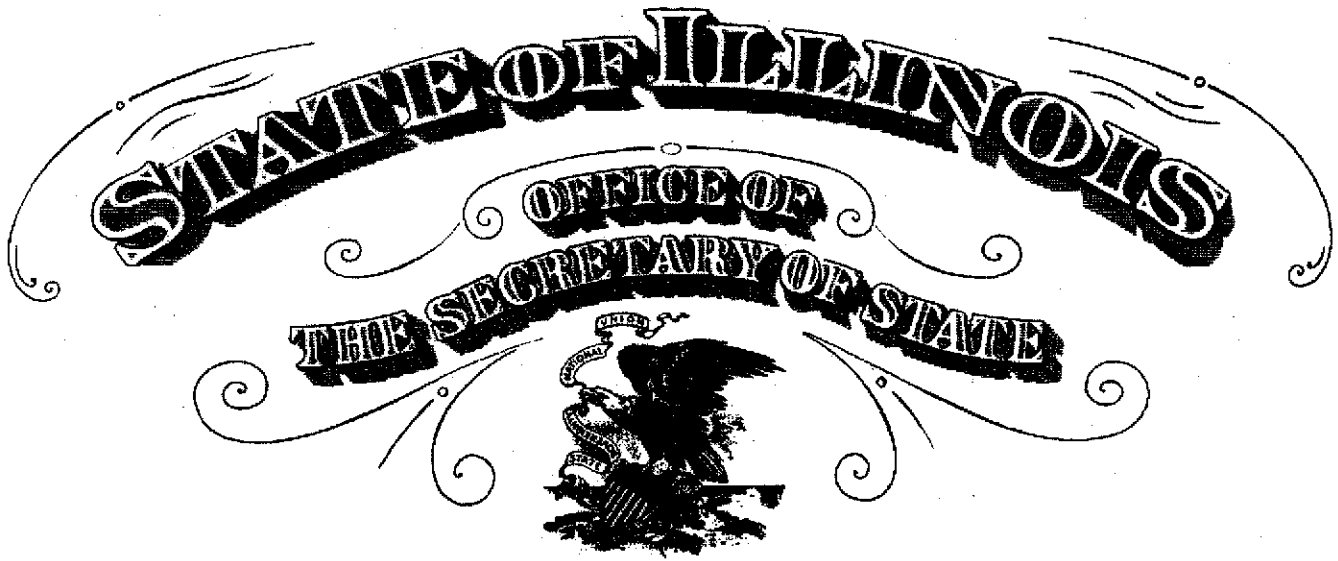
Dated _____, _____, _____
 (Month & Day) (Year) (Signature of Registered Agent of Record)

(Type or print name. If the registered agent is a corporation, type or print the name and title of the officer who is signing on its behalf.)

NOTES

1. The registered office may, but need not be the same as the principal office of the corporation. However, the registered office and the office address of the registered agent must be the same.
2. The registered office must include a street or road address; a post office box number alone is not acceptable.
3. A corporation cannot act as its own registered agent.
4. If the registered office is changed from one county to another, then the corporation must file with the recorder of deeds of the new county a certified copy of the articles of incorporation and a certified copy of the statement of change of registered office. Such certified copies may be obtained ONLY from the Secretary of State.
5. Any change of registered agent must be by resolution adopted by the board of directors. This statement must then be signed by a duly authorized officer.
6. The registered agent may report a change of the registered office of the corporation for which he or she is registered agent. When the agent reports such a change, this statement must be signed by the registered agent. If a corporation is acting as the registered agent, a duly authorized officer of such corporation must sign this statement.

10/23/07 10:54:15 AM



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

THE FOREGOING AND HERETO ATTACHED IS A TRUE AND CORRECT COPY, CONSISTING OF 6 PAGES, AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR CASTLE CREEK OF BARTLETT CONDOMINIUM ASSOCIATION. *****



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 20TH day of AUGUST A.D. 2008

Jesse White

THIS INSTRUMENT PREPARED
BY AND SHOULD BE RETURNED
TO:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road
Second Floor
Schaumburg, Illinois 60173-5431

PINS 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000



Doc#: 0516803065
Eugene "Gene" Moore Fee: \$278.00
Cook County Recorder of Deeds
Date: 06/17/2005 12:31 PM Pg: 1 of 60

ABOVE SPACE FOR RECORDER'S USE ONLY

278
C.F.

06/15/05

DECLARATION OF CONDOMINIUM OWNERSHIP FOR CASTLE CREEK OF BARTLETT CONDOMINIUM

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RECORDED BY B 278
DATE 06-17-05 COPIES 6X
OK BY C. Jatz

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**DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

This Declaration is made by and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECITALS:

The Declarant holds title or may acquire title to the Development Area, which is located in the Village of Bartlett, Cook County, Illinois. Declarant intends to submit and subject some or all of the Development Area to this Declaration and the Act. Initially, the Property shall consist of that portion of the Development Area which is legally described in Exhibit B, with all improvements thereon and appurtenances thereto. From time to time the Declarant may add additional portions of the Development Area to the Parcel as "Added Property" by Recording Supplements to this Declaration, as more fully provided in Article Eight. Thus, as Supplements are Recorded, the Property will expand to include more and more portions of the Development Area.

The Condominium Association shall be responsible for the administration of the condominium and the maintenance, repair and replacement of the Common Elements and for paying a share of certain expenses as more fully provided in the Cost Sharing Agreement. Each Owner of a Dwelling Unit shall be assessed to pay his proportionate share of the Common Expenses required to operate the condominium, all as more fully provided for in this Declaration.

The Declarant shall retain certain rights set forth in this Declaration with respect to the Condominium Property and the Condominium Association including, without limitation, the right, prior to the Turnover Date, to appoint all members of the Board, the right to come upon the Property in connection with efforts to promote the sale or rental of Dwelling Units and other rights reserved in Article Eleven.

NOW, THEREFORE, Declarant as record title holder of the Parcel and the Property, hereby declares as follows:

ARTICLE ONE
Definitions

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

1.01 **ACT**: The Condominium Property Act of the State of Illinois, as amended from time to time.

1.02 **BOARD**: The board of directors of the Condominium Association, as constituted at any time or from time to time.

1.03 BUILDING: A portion of the Condominium Property which consists of a structure which contains Dwelling Units.

1.04 BY-LAWS: The By-Laws of the Condominium Association which are attached hereto as Exhibit E.

1.05 COMMON ELEMENTS: All of the Condominium Property, except the Dwelling Units.

1.06 COMMON EXPENSES: The expenses of administration (including management and professional services) of the Property; except as otherwise specifically provided herein, the cost of maintenance, repair, and replacement of the Common Elements; except as specifically provided herein, the cost of additions, alterations, or improvements to the Common Elements; the cost of insurance required or permitted to be obtained by Board under Article Five; utility expenses for the Common Elements; any expenses designated as Common Expenses by the Act, this Declaration, or the By-Laws; if not separately metered or charged to the Owners, the cost of waste removal, scavenger services, water, sewer, or other necessary utility services to the Buildings; amount payable under the Cost Sharing Agreement; the cost of general and special real estate taxes and/or special service area taxes, if any, levied or assessed against the Common Elements owned by the Association; and any other expenses lawfully incurred by or on behalf of the Condominium Association for the common benefit of all of the Owners.

1.07 CONDOMINIUM ASSOCIATION: The Castle Creek of Bartlett Condominium Association, an Illinois not-for-profit corporation, its successors and assigns.

1.08 COST SHARING AGREEMENT: That certain Cost Sharing Agreement between Castle Creek of Bartlett Homeowners Association and Castle Creek of Bartlett Condominium Association, Recorded on June 14, 2005, as Document No. 0516549002, and Re-Recorded on June 15, 2005, as Document No. 0516655000.

1.09 COUNTY: Cook County, Illinois.

1.10 DECLARANT: The Ryland Group, Inc., a Maryland corporation, its successors and assigns.

1.11 DECLARATION: This instrument with all Exhibits hereto, as amended or supplemented from time to time.

1.12 DEVELOPMENT AREA: The real estate described in Exhibit A hereto with all improvements thereon and rights appurtenant thereto. Exhibit A is attached hereto for informational purposes only and none of the covenants, conditions, restrictions and easements contained herein shall burden any portion of the Development Area, unless and until such portion is made part of the Condominium Property by this Declaration or any Supplemental Declaration.

1.13 DWELLING UNIT: A part of the Condominium Property, including one or more rooms, designed or intended for independent residential use and having lawful access to a public way. Each Dwelling Unit shall consist of the space enclosed and bounded by the planes constituting the boundaries of such Dwelling Unit as shown on the Plat and the fixtures and improvements located wholly within such boundaries which serve such Dwelling Unit exclusively. A Dwelling Unit shall not include the following, wherever located:

- (a) any structural components of the Condominium Property; or
- (b) any component of a system which serves more than one Dwelling Unit where such component is an integral part of such system and is not intended to serve the Dwelling Unit exclusively.

Each Dwelling Unit is identified on the Plat by a distinguishing number or other symbol. The legal description of each Dwelling Unit shall refer to such identifying number or symbol and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

1.14 FIRST MORTGAGE: A bona fide first mortgage, first trust deed or equivalent security interest covering a Unit Ownership.

1.15 FIRST MORTGAGEE: The holder of a First Mortgage.

1.16 LIMITED COMMON ELEMENTS: A portion or portions of the Common Elements which are designated by this Declaration or the Plat as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Dwelling Units. Any balcony, porch or patio adjoining or serving a Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit. Without limiting the foregoing, the Limited Common Elements assigned and appurtenant to each Dwelling Unit shall include the following ("Exclusive Limited Common Elements"): (a) perimeter doors (including garage doors), door frames, windows and window frames which serve the Dwelling Unit, (b) the interior surface of perimeter walls, ceilings and floors which define the boundary planes of the Dwelling Unit, and (c) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit.

1.17 MUNICIPALITY: The Village of Bartlett, Illinois or any successor thereto.

1.18 OWNER: A Record owner, whether one or more Persons, of fee simple title to any Dwelling Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

1.19 PARCEL: The real estate which is legally described in Exhibit B hereto from time to time, together with all rights appurtenant thereto, as Exhibit B may be supplemented from time to time.

1.20 PERSON: A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

1.21 PLAT: The plat or plats of survey attached hereto as Exhibit C, as such exhibit may be amended or supplemented from time to time, which set forth the measurements, elevations, and locations of the Condominium Property, the location of the planes which constitute the perimeter boundaries of each Dwelling Unit, a distinguishing number or other symbol to identify each Dwelling Unit and such other data as may be required by the Act or this Declaration.

1.22 PROPERTY OR CONDOMINIUM PROPERTY: All the land, property, space comprising the Parcel, all improvements and structures erected, constructed or contained therein, thereon or thereunder, including buildings, and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners, hereby or hereafter submitted and subjected to the provisions of this Declaration and the Act as part of the Condominium Property.

1.23 RECORD: To record with the Recorder of Deeds of the County.

1.24 RESIDENT: An individual who resides in a Dwelling Unit and who is either an Owner, a tenant of the Owner, a contract purchaser of the Dwelling Unit, or a relative of any such Owner, tenant or contract purchaser.

1.25 TURNOVER DATE: The date on which any one of the following shall first occur:

(a) Sixty (60) days after Declarant has conveyed one hundred one (101) Dwelling Units to purchasers for value (being 75% of the number of Dwelling Units which the Declarant believes may be made subject to this Declaration);

(b) The expiration of three (3) years from the date of the Recording of this Declaration;

(c) The date designated in written notice from the Declarant to all of the Owners as being the Turnover Date;

(d) The date which control of the Condominium Association must be turned over to the Owners as required under the Act.

1.26 UNDIVIDED INTEREST: The percentage of ownership interest in the Common Elements appurtenant to a Dwelling Unit as herein and hereafter allocated on Exhibit D hereto, as Exhibit D may be amended from time to time.

1.27 UNIT OWNERSHIP: A part of the Condominium Property consisting of one Dwelling Unit and its Undivided Interest.

1.28 VOTING MEMBER: The individual who shall be entitled to vote in person or by proxy at meetings of the Owners, as more fully set forth in Article Four.

ARTICLE TWO

Scope of Declaration and Certain Property Rights

2.01 REAL ESTATE SUBJECT TO DECLARATION: Declarant, as the owner of fee simple title to the Parcel and Property, expressly intends to and, by Recording this Declaration, does hereby subject and submit the Parcel and Property to the provisions of the Act and this Declaration. Declarant shall have the right to subject additional portions of the Development Area to the provisions of the Act and this Declaration as provided in Article Eight. Nothing in this Declaration shall be construed to obligate the Declarant to subject to the Act and this Declaration any portion of the Development Area other than those portions which are part of the Parcel or which are added to the Parcel and Property by Supplemental Declarations Recorded by the Declarant pursuant to Article Eight. None of the covenants, conditions, restrictions and easements contained in this Declaration shall burden any portion of the Development Area unless and until such portion is or becomes part of the Parcel and Property.

2.02 CONVEYANCES SUBJECT TO DECLARATION: All easements, restrictions, conditions, covenants, reservations, liens, charges, rights, benefits, and privileges which are granted, created, reserved or declared by this Declaration shall be deemed to be covenants appurtenant, running with the land and shall at all times inure to the benefit of and be binding on any Person having at any time any interest or estate in the Condominium Property, and their respective heirs, successors, personal representatives or assigns regardless of whether the deed or other instrument which creates or conveys the interest makes reference to this Declaration.

2.03 ENCROACHMENTS: In the event that, by reason of the construction, repair, reconstruction, settlement or shifting of the Condominium Property or any part thereof, (i) any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Dwelling Unit, or (ii) any part of any Dwelling Unit encroaches or shall hereafter encroach upon any part of any other Dwelling Unit or the Common Elements, then, in any such case, there shall be deemed to be an easement in favor of the Owners for the maintenance and use of any of the Common Elements which may encroach upon a Dwelling Unit and there shall be deemed to be an easement in favor of any Owner for the exclusive use of any part of his Dwelling Unit which shall encroach upon the Common Elements or any other Dwelling Unit; provided, however, that in no event shall an easement for any encroachment be created in favor of any Owner if such encroachment occurred due to the intentional, willful or negligent conduct of such Owner or his agent.

2.04 OWNERSHIP OF COMMON ELEMENTS: Each Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Owners. Each Dwelling Unit's corresponding percentage of ownership in the Common Elements (Undivided Interest) has been determined by Declarant as required under the Act to be as set forth in Exhibit D attached hereto. Exhibit D may not be changed without unanimous written approval of

all Owners and all First Mortgagees, except as hereinafter provided in Section 5.06 or 5.07, Article Eight or as permitted under the Act. The Common Elements shall remain undivided and no Owner shall bring any action for partition.

2.05 OWNERS' RIGHTS TO USE THE COMMON ELEMENTS:

(a) Each Owner shall have the right to use the Common Elements (except the Limited Common Elements or portions occupied pursuant to leases, licenses or concessions made by the Board) in common with all other Owners, as may be required for ingress and egress to and from his respective Dwelling Unit, and for such other purposes not prohibited hereunder.

(b) Each Owner shall have the right to the exclusive use and possession of the Exclusive Limited Common Elements which serve his Dwelling Unit and the Limited Common Elements which are appurtenant to and serve only his Dwelling Unit. Without limiting the foregoing, each Owner shall have the right to the non-exclusive use, in common with other Owners, of the Limited Common Elements which serve his Dwelling Unit and the Dwelling Units of such other Owners.

(c) The rights to use and possess the Common Elements, including the Limited Common Elements, as herein provided, shall extend to each Owner, and the agents, servants, tenants, and invitees of each Owner and such rights and easements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws, and the reasonable rules and regulations of the Board.

2.06 LEASE OF COMMON ELEMENTS: The Board shall have the right and authority, subject to the provisions of this Declaration and the By-Laws, to lease or grant licenses or concessions with regard to parts of the Common Elements (other than Limited Common Elements). The rental, fees and terms of any such lease, license or concession shall be determined by the Board and any and all proceeds therefrom shall be used to pay the Common Expenses and shall be taken into account in the preparation of the annual budget.

2.07 UTILITY AND ACCESS EASEMENTS: Each Owner of a Dwelling Unit and the Declarant shall have a non-exclusive easement for vehicular and pedestrian access over and across roadways and walkways from time to time located on the Condominium Property, including, without limitation, those roadways and walkways which provide access to public ways. All public and private utilities serving the Condominium Property and the Municipality are hereby granted the right to lay, construct, renew, operate, and maintain conduits, cables, pipes, wires, transformers, switching apparatus, water main and sanitary sewer and other equipment, into and through the Condominium Property for the purpose of providing utility services to the Development Area. The County, the Municipality or any other governmental authority which has jurisdiction over the Development Area or which undertakes to provide services to the Development Area are hereby granted and reserved access easements for ingress and egress to, over and across the Condominium Property for the purpose of providing any such services. The owners from time to time of portions of the Development Area which are not part of the Condominium Property are hereby granted and reserved a perpetual, non-exclusive

easement of access over and across the roads and streets located on the Common Elements. In the event the Declarant and/or the Condominium Association fail to properly maintain, repair or replace any storm water detention areas and basins, retention ponds, shorelines, drainage swales, drainage ditches, storm sewers, drain tile, pipes or other conduit and appurtenant structures that serve the Development Area (collectively, the "Storm Water Management Facilities") as determined by the Municipality in its reasonable discretion, then the Municipality shall have the right, for itself and its contractors, but not the obligation, to enter upon the Parcel to maintain, repair, replace, lay, construct or renew the same (the "Storm Water Management Special Services Easement").

2.08 ADDITIONAL EASEMENTS: In addition to the easements provided for herein, the Board, on behalf of all of the Owners, shall have the right and power (a) to grant such easements with respect to the Common Elements (except the Limited Common Elements) as the Board deems necessary and proper, including, without limitation, access easements for emergency and service vehicles operated by any governmental authority or private enterprise and/or easements related to the installation and operation of a cable or satellite television system or other communication systems and/or (b) to cancel, alter, change or modify any easement which affects the Condominium Property and does not benefit an Owner, as the Board shall, in its discretion, determine. Without limiting the foregoing, until such time as the Declarant no longer holds title to a portion of the Development Area, the Board shall grant such easements as the Declarant may from time to time request including, but not limited to, such easements as may be required to construct, keep and maintain improvements upon the Common Elements or portions of the Development Area which are not part of the Condominium Property or to provide owners of the Development Area with necessary utility and storm water management services. Each Person, by acceptance of a deed, mortgage, trust deed, other evidence of obligation, or other instrument relating to a Unit Ownership, shall be deemed to grant a power coupled with an interest to the Board, as attorney-in-fact, to grant, cancel, alter or otherwise change the easements provided for in this Section. Any instrument executed pursuant to the power granted herein shall be executed by the President and attested to by the Secretary of the Condominium Association and duly Recorded.

2.09 BOARD'S RIGHT OF ENTRY: The Board or its agents, upon reasonable notice or, in the case of an emergency, without notice, shall have the right to enter any Dwelling Unit, including any of the appurtenant Limited Common Elements, when necessary in exercise of its authority under Section 3.02, or in connection with any maintenance, repair and replacement for which the Board is responsible. 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, as a Common Expense.

2.10 SEPARATE MORTGAGES: Each Owner shall have the right, subject to the provisions herein, to make a separate mortgage or encumbrance or other lien on his respective Unit Ownership. No Owner shall have the right or authority to make or create, or to cause to be made or created, any mortgage or encumbrance or other lien on or affecting the Condominium Property or any part thereof, except only to the extent of his Unit Ownership.

2.11 REAL ESTATE TAXES: Real estate taxes, special assessments, and any other special taxes or charges of the State of Illinois or any duly authorized subdivision or agency thereof, are to be separately taxed to each Owner for his Unit Ownership, as provided in the Act. In the event that for any year a tax bill is issued with respect to a portion of the Condominium Property other than on a Dwelling Unit by Dwelling Unit basis, then:

(a) The Declarant shall be responsible for the payment of that portion, if any, of the bill which is allocable to the portions of the Development Area which are not part of the Property;

(b) The Owners of Dwelling Units in a particular Building shall be responsible for the payment of that portion, if any, of the bill which is allocable to the Dwelling Units in the Building where the Dwelling Units have not been separately taxed but where other Dwelling Units in the Condominium Property have been separately taxed. In such case the amount payable by each Owner shall be based on the relative Undivided Interests of the affected Dwelling Units;

(c) Where the bill affects the Condominium Property as a whole or portions of the Common Elements and not Dwelling Units, then each Owner shall pay his proportionate share thereof in accordance with his Undivided Interest;

(d) Any amounts payable by an Owner under (b) or (c) above may, by action of the Board, be advanced by the Association and any amounts so advanced shall become a Charge hereunder payable by the Owner to the Association. Failure of an Owner to pay any such Charge to the Association shall give rise to a lien against the Owner's Dwelling Unit under Section 6.01.

Upon the affirmative vote of Voting Members representing a majority of the votes in the Condominium Association or the affirmative vote of two-thirds of the members of the Board, the Board, on behalf of all the Owners, shall have the authority to seek relief for the Owners from any such taxes, special assessments or charges, and any expenses incurred in connection therewith shall be Common Expenses.

2.12 LEASE OF DWELLING UNIT: Any Owner shall have the right to lease all (and not less than all) of his Dwelling Unit subject to the provisions of subsections (a) and (b) below:

(a) No Dwelling Unit shall be leased for less than six (6) months or for hotel or transient purposes.

(b) Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. Each Owner who leases his Dwelling Unit shall promptly provide a complete copy of such lease to the Board, which shall keep records of the number of Dwelling Units leased. A lessee shall be

bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

The provisions of subsection (a) above shall not apply to any Dwelling Unit(s) owned by Declarant. Declarant shall have the unlimited right to lease any Dwelling Unit(s) owned by it, provided a lessee of any Dwelling Unit owned by Declarant shall be bound by the provisions hereof regardless of whether the lease specifically refers to this Declaration.

2.13 MECHANIC'S LIENS: The Board may cause to be discharged any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Condominium Property or Common Elements, rather than against a particular Unit Ownership. When less than all the Owners are responsible for the existence of any such lien, the Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses (including attorney's fees and expenses) incurred by reason of such lien.

ARTICLE THREE

Use, Occupancy and Maintenance of the Property

3.01 MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS:

(a) Except as otherwise specifically provided in this Declaration, decorating, maintenance, repair and replacement of the Common Elements and landscaping in cul de sacs or landscaped portions of dedicated rights of way which serve the Condominium Property shall be furnished by the Association as part of the Common Expenses. Without limiting the foregoing, it is intended that the Association shall be responsible for maintaining and repairing any water service pipes or sanitary sewer pipes which are located in the Common Elements and extend from the sewer main or water main, as the case may be, to each Dwelling Unit, including, without limitation, those pipes which are located below the slab for a Building.

(b) Except as hereinafter provided, with respect to a particular category or class of Limited Common Elements (other than the Exclusive Limited Common Elements appurtenant to a Dwelling Unit), instead of furnishing the maintenance, repair or replacement of such category or class of Limited Common Elements as a Common Expense, the Board may, in its discretion, (i) require each Owner to furnish such services to the Limited Common Elements which are appurtenant to his Dwelling Unit at his own expense, or (ii) furnish such services to the Limited Common Elements but assess the cost thereof directly to the Owners of Dwelling Units benefited thereby on the basis of Undivided Interests, in equal shares or such other reasonable basis as the Board shall deem appropriate.

(c) The maintenance, repair and replacement of balconies and patios shall be furnished by the Association and the cost thereof shall not be a Common Expense but shall be shared by the Owners of Dwelling Units which have balconies and patios as Limited Common Elements, in equal shares for each such Dwelling Unit.

(d) The maintenance of Planting Areas shall be furnished as provided in Section 3.18.

(e) The Condominium Association shall be responsible for paying a share of certain expenses as more fully provided in the Cost Sharing Agreement.

(f) The Condominium Association shall maintain the grass, shrubs, trees, and flowers, if any, installed by the Declarant on the Condominium Property ("Initial Plantings") in accordance with generally accepted landscape maintenance standards, including mowing, trimming, fertilization, pruning, re-mulching, applications of insect and disease control, as needed, and any other maintenance which will promote the health of the Initial Plantings. If the Condominium Association fails to maintain the Initial Plantings in accordance with generally acceptable landscape maintenance standards and Initial Plantings die or decline as a result of this failure, then, the Condominium Association shall be responsible for the replacement of the declining or dead Initial Plantings, including, but not limited to replacements required by the Municipality in connection with the Municipality's acceptance of the Initial Plantings. All expenses incurred under this subsection shall be Common Expenses.

(g) If the Condominium Association shall alter, in any way, landscaping which was installed by the Declarant on the Common Elements in accordance with plans approved by the Municipality, and if the Municipality requires that the altered area be returned to its original state, then the Condominium Association shall be responsible for restoring the altered area in accordance with the plans approved by the Municipality and the cost thereof shall be a Common Expense.

3.02 MAINTENANCE, REPAIR AND REPLACEMENT OF DWELLING UNITS AND EXCLUSIVE LIMITED COMMON ELEMENTS:

(a) Each Owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his Dwelling Unit and the Exclusive Limited Common Elements and shall keep them in good condition and repair. The Board may, in its discretion, cause maintenance services to be performed within a Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto upon the request of an Owner and may charge a reasonable fee for such services. Without limiting the foregoing, to the extent that insurance carried by the Condominium Association covers damage to a Dwelling Unit or the Exclusive Limited Common Elements appurtenant thereto (including, without limitation, broken windows, perimeter doors or garage doors), the Condominium Association shall make any insurance proceeds received by the Condominium Association as a result of any such damage available to the Owner to pay for or reimburse the Owner for payment of the cost of repairing the damage.

(b) Whenever the Board shall determine, in its discretion, that any maintenance, repair, or replacement of any Dwelling Unit or the Exclusive Limited Common Elements is necessary to protect the Common Elements or any other portion of the Condominium Property (i) if such work is made necessary through the fault of the Owner, then the Board may direct the

Owner thereof to perform such maintenance, repair, or replacement and pay the cost thereof to the extent not covered by insurance, if any, carried by the Condominium Association, including, without limitation, the deductible amount under any applicable insurance policy, or (ii) if such work is made necessary through no fault of the Owner, then the Board may cause the work to be done and may, in its discretion, assess the cost thereof directly to the Owners of the Dwelling Units, or Exclusive Limited Common Elements appurtenant thereto, with respect to which the work is done on the basis of Undivided Interests, equal shares or such other reasonable basis as the Board shall deem appropriate. If an Owner fails or refuses to perform any such maintenance, repair, or replacement within a reasonable time after being so directed by the Board pursuant to the preceding sentence, then the Board may cause such maintenance, repair, or replacement to be performed at the expense of such Owner. The determination of whether or not the work is made necessary through the fault of the Owner shall be made by the Board and such determination shall be final and binding.

3.03 ADDITIONS, ALTERATIONS OR IMPROVEMENTS:

(a) The Board may authorize and charge as a Common Expense (or in the case of Limited Common Elements may charge the Owners benefited thereby) any additions, alterations, or improvements to the Common Elements. Subject to the provisions of Section 6.06, the cost of any such work to the Common Elements may be paid out of a special assessment.

(b) Without the prior written consent of the Board, and any consents required under Section 11.05, an Owner shall not (x) make any additions, alterations or improvements (including, without limitation, installation of storm windows, storm doors, plantings, landscaping, or painting, staining, or changes to the color of exterior surfaces of the Building or any patio or deck) to any part of the Common Elements which is visible from outside of the Dwelling Unit (y) make any additions, alterations or improvements to his Dwelling Unit or to the Exclusive Limited Common Elements appurtenant thereto where such work alters the structure of the Dwelling Unit or increases the cost of insurance required to be carried by the Association hereunder or (z) make any additions, alterations or improvements to a garage. Alterations, additions or improvements to Planting Areas shall be subject to the provisions of Section 3.18. The Board may (but shall not be required to) condition its consent to the making of an addition, alteration or improvement by an Owner (i) upon the Owner's agreement that any addition, alteration or improvement will be substantially similar in quality of construction and design to any similar addition, alteration or improvement constructed by Declarant and (ii) upon Owner's agreement either (A) to be solely responsible for the maintenance of such addition, alteration or improvement, subject to such standards as the Board may from time to time set, or (B) to pay to the Condominium Association from time to time the additional cost of maintenance and/or insurance as a result of the addition, alteration or improvement. If an addition, alteration or improvement is made by an Owner without the prior written consent of the Board, then the Board may, in its discretion, take any of the following actions:

(1) Require the Owner to remove the addition, alteration or improvement and restore the Condominium Property to its original condition, all at the Owner's expense; or

(2) If the Owner refuses or fails to properly perform the work required under (1), then, subject to the provisions of Section 7.01, the Board may cause such work to be done and may charge the Owner for the cost thereof as determined by the Board; or

(3) Ratify the action taken by the Owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this Section.

3.04 DAMAGE CAUSED BY OWNER: If, due to the act of or the neglect of a Resident of a Dwelling Unit, a household pet, guest or other occupant or invitee of such Resident, damage shall be caused to a part of the Condominium Property and maintenance, repairs or replacements shall be required which would otherwise be a Common Expense, then the Owner of the Dwelling Unit in which such Resident resides shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Condominium Association, including, without limitation, the deductible amount under any applicable insurance policy.

3.05 USE RESTRICTIONS:

(a) Except as provided in Article Eleven or in subsections (b) and (c) of this Section, each Dwelling Unit shall be used only as a residence and no industrial business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Condominium Property.

(b) No Resident shall be precluded with respect to his Dwelling Unit, from (i) maintaining a personal professional library, (ii) keeping his personal business records or accounts therein, or (iii) handling his personal business or professional calls or correspondence therefrom.

(c) To the extent permitted under applicable laws and ordinances, a Resident may conduct an in-home business in a Dwelling Unit.

3.06 SPECIAL SERVICES: The Board may furnish to a Dwelling Unit Owner or Dwelling Unit Owners special services relating to the use and occupancy of a Dwelling Unit or Dwelling Units and may charge the cost of providing such services to the Owner or Owners who benefit from the service. Without limiting the foregoing, the Condominium Association may contract with a provider of a special service, such as satellite TV service, cable TV service, internet access or other similar service, either make such service available to all Dwelling Units or offer such service to each of the Owners on a voluntary basis. The Board may charge the Owner of each Dwelling Unit which receives any such service for the reasonable cost of providing such service, which may be allocated in equal shares for each of the Dwelling Units which is served, on the basis of Undivided Interests or on such other reasonable basis as the Board may deem appropriate. Any amount charged to a Owner for services furnished pursuant to this Section shall be due and payable at such time or times as designated by the Board and failure to pay any such amount shall give rise to a lien provided for in Section 6.01.

3.07 USE AFFECTING INSURANCE: Nothing shall be done or kept in any Dwelling Unit or in the Common Elements which will increase the rate of insurance on the Condominium Property or contents thereof, applicable for residential use, without prior written consent of the Board. No Owner shall permit anything to be done or kept in his Dwelling Unit or in the Common Elements which will result in the cancellation of insurance on the Condominium Property, or contents thereof, or which would be in violation of any law.

3.08 SIGNS: Except as provided in Article Eleven, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be maintained or permitted on the Condominium Property unless permitted pursuant to reasonable rules or regulations adopted by the Board from time to time.

3.09 ANIMALS: No animals shall be kept or raised in the Common Elements. No more than two (2) pets may be kept in any Dwelling Unit. No pet may be kept or raised for commercial purposes. The Board may from time to time adopt rules and regulations governing the keeping of pets in the Dwelling Units. Such rules and regulations may prohibit certain species of pets or pets of more than a specified weight from being kept in the Dwelling Units. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from a Dwelling Unit upon three (3) days' written notice from the Board to the Owner of the Dwelling Unit containing such pet, and the decision of the Board shall be final. For purposes hereof, a "pet" is a domesticated animal kept for pleasure rather than utility.

3.10 ANTENNAE: Subject to applicable federal, state or local laws, ordinances or regulations, no mast, satellite dish, antennae or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted or maintained in or upon any part of the exterior of the Condominium Property without the prior written approval of the Board.

3.11 OTHER STRUCTURES: No structure of a temporary character, including, without limitation, a trailer, recreational vehicle, mobile home, tent, solarium, greenhouse, shack or other out-building shall be used, stored or maintained anywhere in or on the Condominium Property either temporarily or permanently, except as expressly approved, in writing, by the Board.

3.12 STRUCTURAL IMPAIRMENT: Nothing shall be done in, on or to any part of the Condominium Property which would impair the structural integrity of any Building or structure located on the Condominium Property.

3.13 PROSCRIBED ACTIVITIES: No noxious or offensive activity shall be carried on in the Condominium Property and nothing shall be done in the Condominium Property, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Dwelling Units. Without limiting the foregoing, no stereo speakers or other sound equipment shall be installed in or attached to the wall between two separate Dwelling Units.

3.14 NO UNSIGHTLY USES: No clothes, sheets, blankets, laundry of any kind, or other similar articles shall be hung out on any part of the Common Elements. The Condominium Property shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. Unless otherwise provided in rules and regulations adopted by the Board, all garbage shall be placed curbside no earlier than the morning of the day of collection and the empty receptacles shall be removed from curbside and returned to the Dwelling Units no later than 7:00 p.m. on the day of collection.

3.15 RULES AND REGULATIONS:

(a) The use and enjoyment of the Condominium Property shall be subject to reasonable rules and regulations duly adopted by the Board from time to time; provided that prior to adoption of any such rules, there shall first be held a meeting of the Board or Owners (if required by the Act) to discuss the proposed rules and all Owners are furnished with a copy of the proposed rule and notice of the meeting as required by the Act.

(b) Without limiting the foregoing, the Board may levy a reasonable charge upon the Owners for a violation of a rule or regulation, in accordance with the procedures set forth in Section 7.05.

3.16 CERTAIN UTILITY COSTS:

(a) Certain utility costs incurred in connection with the use, operation and maintenance of the Common Elements may not be separately metered and billed to the Association. If the charges for any such utilities are metered to individual Dwelling Units rather than being separately metered for the Common Elements, then the following shall apply:

(i) If in the opinion of the Board, each Owner is sharing in a fair and equitable manner the cost for such service, then no adjustment shall be made and each Owner shall pay his own bill; or

(ii) If in the opinion of the Board, the Owner of a Dwelling Unit is being billed disproportionately for costs allocable to the Common Elements, then the Association shall pay, or reimburse such Owner, an amount equal to the portion of the costs which, in the reasonable determination of the Board, is properly allocable to the Common Elements and the amount thereof shall be Common Expenses hereunder.

(b) Certain utility costs, such as water and sewer costs, may be billed to the Association on a Building by Building basis. If this occurs, then the Association may charge to, and collect from, the Owners of Dwelling Units in a Building amounts necessary to pay the bills issued with respect to the Building, on such terms as the Board deems to be fair, reasonable and appropriate. For example, the Association may (but shall not be obligated to) submeter each Dwelling Unit and charge the Owner of the Dwelling Unit on a periodic basis for the portion of

the bill for the Building which includes the Dwelling Unit based on actual usage. Alternatively (or in addition) the Association may (i) require an Owner to pay an amount each month which the Board believes will approximate what the utility costs allocable to the Owner's Dwelling Unit will be and (ii) make appropriate adjustments periodically to reflect the actual costs allocable to the Dwelling Unit.

3.17 PARKING/GARAGE:

(a) The garage which is part of each Dwelling Unit and that portion of the driveway which is adjacent to and extends twenty (20) feet beyond the garage door shall be used for parking only by the Resident of the Dwelling Unit and the Resident's guests.

(b) The parking of vehicles in those portions of the Common Elements other than those areas adjacent to garages, as provided in (a) above, shall be subject to rules and regulations adopted by the Board from time to time, which rules and regulations may provide for the removal of any violating vehicles at the vehicle owner's expense or for the imposition of a fine for a violation of the rules and regulations. Without limiting the foregoing, unless expressly permitted by the Board, no boats, trucks (which have "D" or equivalent plates, more than two (2) axles, more than four (4) tires and/or a gross weight when fully loaded in excess of 8,000 pounds), recreational vehicles, trailers or other vehicles shall be parked or stored on any portion of the Property (other than in a garage which is part of a Dwelling Unit) for more than twenty-four (24) hours at a time and, except for emergencies, no repairs shall be made to vehicles on the Condominium Property. Unless otherwise provided in rules and regulations adopted by the Board from time to time, the following shall apply: (i) no Owner shall park a vehicle in a guest parking space for more than twenty-four (24) hours without the prior written permission of the Board; and (ii) a guest shall not be permitted to park a vehicle overnight in a guest parking space for more than seven (7) consecutive nights without the written permission of the Board.

3.18 PLANTING AREA: Certain portions of the Common Elements may be designated as being reserved for the exclusive use of the Residents of a particular Dwelling Unit as a flower garden ("Planting Area"), as provided in this Section. The Declarant may designate portions of the Common Elements as Planting Areas by so designating such portions on the Plat. Alternatively, the Board may designate Planting Areas pursuant to rules and regulations adopted from time to time by the Board. The Board shall maintain a record of all Planting Areas and to which Dwelling Unit each Planting Area is assigned. The right to use a Planting Area which is assigned to a Dwelling Unit shall run with title to the Dwelling Unit. Subject to rules and regulations established by the Board, an Owner may landscape his Planting Area in a manner which compliments and enhances the aesthetic appearance of the Condominium Property. The Owner shall be solely responsible, at his own expense, for the planting and replanting of flowers or other decorative landscaping installed by the Owner in his Planting Area and maintenance of the Planting Area. If an Owner fails, in the judgment of the Board, to properly maintain his Planting Area, then the Board, in its discretion and at the Owner's expense, may cause the Planting Area to be restored to its original state in conformity with the surrounding landscape and thereafter the Board may cause the Planting Area to be landscaped or maintained and the cost thereof shall be a Common Expense. If an Owner notifies the Board, in writing, that he no

longer intends to install flowers or decorative landscaping in his Planting Area, then the Board shall landscape or maintain the Planting Area in a manner which it deems appropriate and the cost thereof shall be a Common Expense.

3.19 WATERING: The Board may adopt rules and regulations governing the watering of grass, shrubs, trees and other foliage on the Common Elements. Without limiting the foregoing, the Board may require that an Owner shall be responsible for watering portions of the Parcel as designated from time to time.

ARTICLE FOUR The Condominium Association

4.01 THE CONDOMINIUM ASSOCIATION: Declarant shall cause the Condominium Association to be incorporated as a not-for-profit corporation. The Condominium Association shall be the governing body for all of the Owners and for the administration and operation of the Buildings as provided in the Act, this Declaration and the By-Laws. All agreements and determinations lawfully made by the Condominium Association shall be deemed to be binding on all Owners and their respective successors and assigns.

4.02 MEMBERSHIP:

(a) There shall be only one class of membership in the Condominium Association. The Owner of each Dwelling Unit shall be a member of the Condominium Association. There shall be one membership per Unit Ownership. Membership shall be appurtenant to and may not be separated from ownership of a Dwelling Unit. Ownership of a Dwelling Unit shall be the sole qualification for membership. The Condominium Association shall be given written notice of a proposed change of ownership of a Dwelling Unit within ten (10) days prior to such change.

(b) One individual shall be designated as the "Voting Member" for each Unit Ownership. The Voting Member or his proxy shall be the individual who shall be entitled to vote at meetings of the Owners.

4.03 THE BOARD: From and after the Turnover Date, the Board shall consist of the number of individuals provided for in Section 5.01 of the By-Laws, each of whom shall be an Owner or a Voting Member. The Board shall be elected at each annual meeting of the Owners as provided in the By-Laws.

4.04 VOTING RIGHTS: Whenever a vote of the Owners of the Condominium Association is required, at any meeting of such Owners or otherwise, such votes shall be cast by the Voting Members or their proxies; provided that a Resident who is a contract purchaser of a Dwelling Unit from a contract seller other than the Declarant, shall have the right to vote for directors of the Condominium Association after the Turnover Date unless such contract seller expressly retains such right in writing. Except as otherwise specifically required under the Act, this Declaration or the By-Laws, each Voting Member shall have one vote for each Dwelling Unit which he represents.

4.05 MANAGING AGENT: The term of any management agreement covering the management of the Condominium Property entered into prior to the Turnover Date shall not exceed two years, and shall be terminable for cause by the Condominium Association on thirty (30) days written notice and without cause or payment of a termination fee by either party on ninety (90) days written notice.

4.06 DIRECTOR AND OFFICER LIABILITY: Neither the directors nor officers of the Condominium Association whether elected or designated by the Declarant shall be personally liable to the Owners or the Condominium Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute criminal conduct, gross negligence or fraud. The Condominium Association shall indemnify and hold harmless each of the directors and each of the officers, his heirs, executors or administrators, against all contractual and other liabilities to the Condominium Association, the Owners or others arising out of contracts made by or other acts of the directors and the officers on behalf of the Owners or the Condominium Association or arising out of their status as directors or officers unless any such contract or act shall have been made criminally, fraudulently or with gross negligence. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) actually and reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, administrative, or other, in which a director or officer may be involved by virtue of such person being or having been a director or officer; provided, however, that such indemnity shall not be operative with respect to (i) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer, or (ii) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for criminal conduct, gross negligence or fraud in the performance of his duties as a director or officer.

4.07 LITIGATION: No judicial or administrative proceedings shall be commenced or prosecuted by the Condominium Association without first holding a special meeting of the members and obtaining the affirmative vote of Voting Members representing at least seventy-five percent (75%) of the total votes represented by all Voting Members to the commencement and prosecution of the proposed action. This Section shall not apply to (a) actions brought by the Condominium Association to enforce the provisions of this Declaration, the By-Laws or rules and regulations adopted by the Board (including, without limitation, an action to recover unpaid assessments or other charges or to foreclose a lien for unpaid assessments or other charges) or (b) counterclaims brought by the Condominium Association in proceedings instituted against it.

ARTICLE FIVE
Insurance/Condemnation

5.01 HAZARD INSURANCE: The Board shall have the authority to and shall obtain insurance for the Condominium Property against loss or damage by fire and such other hazards as may be required under the Act, as the Board may deem desirable, or as reasonably required by First Mortgages, for the full insurable replacement cost of the Common Elements and the Dwelling Units. Anything herein to the contrary notwithstanding, unless otherwise determined by the Board or required by the Act, the insurance obtained by the Condominium Association shall only cover restoration of a Dwelling Unit to the condition the Dwelling Unit would have been in if the Dwelling Unit were decorated and finished with the floor, wall and ceiling coverings, decorating, fixtures and furnishings which were originally offered by the Declarant as part of the base purchase price for the Dwelling Unit ("Standard Items") and shall not include any Improvements and Betterments. For purposes hereof "Improvements and Betterments" are hereby defined to consist of and include any decorating, fixtures and furnishings installed or added to and located within the boundaries of the Dwelling Unit, including, without limitation, electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built-in cabinets, where such items were installed by, or at the request of, the Owner of the Dwelling Unit in addition to, or as an upgrade from, the Standard Items; however, Improvements and Betterments shall not be deemed to include the replacement of a Standard Item which is of comparable quality to the Standard Item which was replaced. Premiums for such insurance shall be Common Expenses. Such insurance coverage shall be written in the name of, losses under such policies shall be adjusted by, and the proceeds of such insurance shall be payable to, the Board as trustee for each of the Owners in accordance with their Undivided Interests. All such policies of insurance (i) shall contain standard mortgage clause endorsements in favor of the First Mortgagees as their respective interests may appear, (ii) shall provide that the insurance, as to the interests of the Board, shall not be invalidated by any act or neglect of any Owner, (iii) shall provide that notwithstanding any provision thereof which gives the insurer an election to restore damage in lieu of making a cash settlement thereof, such option shall not be exercisable if the Owners elect to sell the Condominium Property or remove the Condominium Property from the provisions of the Act, (iv) to the extent possible, shall provide that such policy shall not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least thirty (30) days' written notice to the First Mortgagee of each Unit Ownership, (v) shall contain waivers of subrogation with respect to the Condominium Association and its directors, officers, employees and agents (including the managing agent), Owners, occupants of the Dwelling Unit, First Mortgagees, the Declarant and shall name all such parties as additional insured parties as their interests may appear, and (vi) shall comply with applicable requirements of the Act and of the Federal National Mortgage Association.

5.02 INSURANCE TRUSTEE/USE OF PROCEEDS: The Board may engage the services of any bank or trust company authorized to do trust business in Illinois to act as trustee, agent or depository on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$100,000.00 in the aggregate,

the Board shall engage a corporate trustee as aforesaid. In the event of any loss resulting in the destruction of the major portion of one or more Dwelling Units, the Board shall engage a corporate trustee as aforesaid upon the written demand of the First Mortgagee or any Owner of any Dwelling Unit so destroyed. The rights of First Mortgagees under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act and this Declaration with respect to the application of insurance proceeds to the repair or reconstruction of the Dwelling Units or Common Elements. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of a release from the Board of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or see to the application of any payments of the proceeds of any policy by the Board or the corporate trustee.

5.03 OTHER INSURANCE: The Board shall also have the authority to and may obtain such other insurance as the Board deems necessary or appropriate and shall obtain such insurance as may be required under the Act or under applicable requirements or guidelines of Fannie Mae. Such insurance may include, without limitation, the following:

(a) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Condominium Property or upon, in or about the streets, private drives and passageways and other areas adjoining the Condominium Property, in such amounts as the Board shall deem desirable (but not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence).

(b) Such workers compensation insurance as may be necessary to comply with applicable laws.

(c) Employer's liability insurance in such amount as the Board shall deem desirable.

(d) Fidelity bond indemnifying the Condominium Association, the Board and the Owners for loss of funds resulting from fraudulent or dishonest acts of any employee of the Condominium Association or of any other person handling the funds of the Condominium Association, the Board or the Owners in such amount as the Board shall deem desirable or as required by the Act or the applicable requirements of the Federal National Mortgage Association.

(e) Directors and officers liability insurance.

(f) Such insurance shall be in such amounts and with such deductible amounts as are required by applicable law or the requirements of the Federal National Mortgage

Association and shall include cross liability claims of one or more insured parties against other insured parties. To the extent possible, all of such policies shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least 30 days' prior written notice to the Condominium Association and First Mortgagees who specifically request such notice. The premiums for such insurance shall be Common Expenses.

5.04 OWNER'S RESPONSIBILITY: Unless expressly advised to the contrary by the Board, each Owner shall obtain his own insurance on the Improvements and Betterments within the Owner's Dwelling Unit (as defined in Section 5.01), and his personal property stored elsewhere on the Condominium Property, and his personal liability to the extent not covered by the liability insurance for all of the Owners obtained as part of the Common Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. Except as expressly determined by the Board, the Board shall not be responsible for obtaining insurance on Improvements and Betterments and shall not be obligated to apply any insurance proceeds from policies it is obligated to maintain hereunder to restore the affected Dwelling Unit to a condition better than the condition existing prior to the making or installation of the Improvements and Betterments.

5.05 WAIVER OF SUBROGATION: The Condominium Association and each Owner hereby waive and release any and all claims which it or he may have against any other Owner, the Condominium Association, its directors and officers, the Declarant, Declarant's beneficiary, the manager and the managing agent if any, and their respective employees and agents, for damage to the Common Elements, the Dwelling Units, or to any personal property located in the Dwelling Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance, and to the extent this release is allowed by policies for such fire or other casualty insurance.

5.06 REPAIR OR RECONSTRUCTION:

(a) In the case of damage by fire or other disaster to a portion of the Condominium Property (a "Damaged Improvement") where the insurance proceeds are sufficient to repair or reconstruct the Damaged Improvement, then the proceeds shall be used by the Condominium Association to repair or reconstruct the Damaged Improvement.

(b) In the case of damage by fire or other disaster to a portion of the Condominium Property where the insurance proceeds are insufficient to repair or reconstruct the Damaged Improvement as provided under the Act or the Damaged Improvement cannot be reconstructed as originally designed and built because of zoning, building or other applicable laws, ordinances or regulations, the following procedure shall be followed:

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

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

(3) A vote shall then be taken on the question of whether or not the Damaged Improvement shall be repaired or reconstructed based on the information provided by the Board under (2) above, including the proposed special assessment. The Damaged Improvement shall be repaired or reconstructed and the proposed special assessment shall be levied only upon the affirmative vote of Voting Members representing at least three-fourths (3/4) of the votes cast.

(4) If the Voting Members do not vote to repair or reconstruct the Damaged Improvement at the meeting provided for in (1) above, then the Board may, at its discretion, call another meeting or meetings of the Owners to reconsider the question of whether or not the Damaged Improvement shall be repaired or reconstructed. If the Voting Members do not vote to repair or reconstruct the Damaged Improvement within 180 days after the occurrence which caused the damage, then the Board may (but shall not be obligated to) in its discretion Record a notice as permitted under the Act.

(5) If (i) the Voting Members do not vote to repair or reconstruct the Damaged Improvement under Subsection (4) above, and (ii) the Board does not Record a notice as permitted under the Act, then the Board may, with the consent of Owners representing 75% of the Undivided Interests of Dwelling Units in such Building and First Mortgagees representing 75% of the Dwelling Units (by number) subject to First Mortgages in the Building, amend this Declaration to withdraw the Building which includes the Damaged Improvement as permitted under the Act. If a Building is withdrawn, then the amendment shall provide that the portion of the Condominium Property which is so withdrawn shall be owned by the Owners of Dwelling Units in such withdrawn portion as tenants-in-common with each Owner's interest being determined based on the relative Undivided Interests of the Dwelling Units in the Building prior to withdrawal. The amendment shall reallocate the Undivided Interests of the remaining Dwelling Units based on the procedure set out in Section 8.02(c). The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Owner shall be made to such Owner and his First Mortgagee, as their interests may appear, on an equitable basis, determined by the Board, as provided in the Act. From and after the effective date of the amendment referred to above in this paragraph, the Owner of a Dwelling Unit located in the Building which is withdrawn shall have no responsibility for the payment of assessments which would have been payable with respect to the Dwelling Unit if the amendment had not been Recorded.

(c) If the Damaged Improvement is repaired or reconstructed, it shall be done in a workmanlike manner and the Damaged Improvement, as repaired or reconstructed, shall be substantially similar in design and construction to the improvements on the Condominium

Property as they existed prior to the damage, with any variations or modifications required to comply with applicable law.

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

5.07 CONDEMNATION:

(a) In the case of a taking or condemnation by competent authority of any part of the Condominium Property, the Condominium Association shall, if necessary, restore the improvements in the remaining portion of the Condominium Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards paid to the Condominium Association shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective First Mortgagees, as their interests may appear, based on their current Undivided Interests. Each Owner appoints the Condominium Association as attorney-in-fact for the purpose of representing him in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Elements or any part thereof.

(b) In the event that part or all of one or more Dwelling Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the Act and the court which has jurisdiction of the action shall adjust the Undivided Interests of the remaining Dwelling Units in a just and equitable manner and as provided under the Act, and if the court fails to make such adjustment, such adjustment may be made by the Board. The President and Secretary of the Condominium Association shall execute and Record an instrument on behalf of the Condominium Association as required by the Act which amends this Declaration, effective as of the effective date of the taking or condemnation, to reflect the removal of property and adjustments, if any, in the Undivided Interests as a result of an occurrence covered by this Section. From and after the effective date of the amendment referred to in the preceding sentence, the Owner of a Dwelling Unit which is removed in part or in whole from the provisions of this Declaration shall only be liable for the payment of assessments based on the Undivided Interest, if any, allocated to the Dwelling Unit in the amendment.

ARTICLE SIX Assessments

6.01 CREATION OF LIEN AND PERSONAL OBLIGATION: The Declarant, for each Unit Ownership, hereby covenants, and each Owner of a Unit Ownership, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be and is deemed to covenant and hereby agrees to pay to the Condominium Association such assessments or other charges or payments as are levied pursuant to the provisions of this

Declaration. Such assessments, or other charges or payments, together with interest thereon and costs of collection, if any, as herein provided, shall be a charge on the Unit Ownership and shall be a continuing lien upon the Unit Ownership against which each such assessment is made. Each such assessment, or other charge or payment, together with such interests and costs, shall also be the personal obligation of the Owner of such Unit Ownership at the time when the assessment or other charge or payment is due.

6.02 PURPOSE OF ASSESSMENTS: The assessments levied by the Condominium Association shall be exclusively for the purposes of promoting the recreation, health, safety, and welfare of members of the Condominium Association, to administer the affairs of the Condominium Association, and to pay the Common Expenses.

6.03 ANNUAL ASSESSMENT: Each year at least sixty (60) days before the end of the Condominium Association's fiscal year, and at least thirty (30) days before final adoption thereof, the Board shall furnish each Owner with a proposed budget for the ensuing fiscal year which shall show the following, with reasonable explanations and itemizations:

(a) The estimated Common Expenses with an allocation of portions thereof for the payment of real estate taxes, if any;

(b) The estimated amount, if any, to maintain adequate reserves for Common Expenses;

(c) The estimated net available cash receipts from sources other than assessments, including, without limitation, receipts from any leases, licenses or concessions;

(d) The amount of the "Annual Assessment", which is hereby defined as the amount determined in (a) above, plus the amount determined in (b) above, minus the amount determined in (c) above, minus excess funds, if any, from the current year's operation;

(e) That portion of the Annual Assessment which shall be payable by the Owner with respect to his Dwelling Unit each month until the next Annual Assessment or revised Annual Assessment becomes effective, which monthly portion shall be equal to one twelfth (1/12th) of the Annual Assessment multiplied by the Dwelling Unit's Undivided Interest.

6.04 PAYMENT OF ASSESSMENTS: On or before the first day of the fiscal year, and on or before the first day of each and every month thereafter until the effective date of the next Annual Assessment, each Owner of a Dwelling Unit shall pay to the Condominium Association, or as it may direct, that portion of the Annual Assessment, which is payable by such Owner. Anything herein to the contrary notwithstanding, prior to the first conveyance of a Dwelling Unit by Declarant to a bona fide purchaser for value, all expenses relating to the administration, operation, maintenance, repair and replacement of the Condominium Property

shall be paid by the Declarant and during such period there shall be no Annual Assessments or other assessments payable to the Condominium Association.

6.05 REVISED ASSESSMENT: If the Annual Assessment proves to exceed funds reasonably needed, then the Board may decrease the assessments payable under Section 6.03 as of the first day of a month by the giving of written notice thereof (together with a revised budget for the balance of the year and reasons for the decrease) not less than ten (10) days prior to the effective date of the decreased assessment.

6.06 SPECIAL ASSESSMENT: The Board may levy a special or separate assessment (i) to pay (or build up reserves to pay) extraordinary expenses incurred (or to be incurred) by the Condominium Association for a specific purpose including, without limitation, to make major repairs, additions, alterations or improvements to the Common Elements,; or (ii) to cover an unanticipated deficit under the current or prior year's budget. If required under the Act, the special or separate assessment shall be approved by the requisite action of the Unit Owners. Each Owner shall be responsible for the payment of the amount of the special or separate assessment multiplied by his Dwelling Unit's Undivided Interest or, in the case of a special assessment for repairs, additions, alterations or improvements to Limited Common Elements, in the shares provided for or chosen by the Board hereunder. The Board shall serve notice of a special assessment on all Owners by a statement in writing giving the amount and reasons therefor, and the special assessment shall be payable in such manner and on such terms as shall be fixed by the Board. Any assessments collected pursuant to this Section (other than those to cover an unanticipated deficit under the current or prior year's budget) shall be segregated in a special account and used only for the specific purpose set forth in the notice of assessment.

6.07 ANNUAL REPORT: Within a reasonable time after the close of the Condominium Association's fiscal year, the Board shall furnish each Owner with an itemized account of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portions of the Common Expenses for such fiscal year were incurred or paid for capital expenditures or repairs or the payments of real estate taxes, if any, and with a tabulation of the amounts collected for the Annual Assessment and showing the net excess or deficit of income over expenditures, plus reserves.

6.08 CAPITAL RESERVE: The Condominium Association shall segregate and maintain a special reserve account to be used solely for making capital expenditures in connection with the Common Elements, including a reserve fund for replacements (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Elements and equipment owned by the Condominium Association as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Elements or the purchase of equipment to be used by the Condominium Association in connection with its duties hereunder. The Capital Reserve may be built up by separate or special assessments or out of the Annual Assessment as provided in the budget. Special accounts set up for portions of the Capital Reserve to be used to make capital expenditures with respect to the Common Elements shall be held by the Condominium Association as agent and trustee for the Owners of Units with respect to which the Capital

Reserve is held and such accounts shall be deemed to have been funded by capital contributions to the Condominium Association by the Owners. The budgets which will be adopted from time to time by the Boards appointed by the Declarant prior to the Turnover Date shall include reserve buildups which the Board deems to be appropriate based on information available to the Board. Boards elected by the Unit Owners after the Turnover Date may use different approaches from those used by Boards appointed by the Declarant for the buildup of reserves or, as permitted under the Act, may choose not to provide for the buildup of reserves for certain capital expenditures or deferred maintenance for repairs or replacements of the Common Elements. If the Board chooses not to provide for the buildup of reserves for a particular anticipated expenditure or if the buildup of reserves that the Board does provide for in its budgets does not result in sufficient funds to pay for the expenditure when the expenditure must be made, then (i) neither the Board nor any of its past or present members shall be liable to the Condominium Association or the Unit Owners for failing to provide for sufficient reserves and (ii) the Board shall have the right and power (subject to the procedural requirements of the Act, this Declaration or the Bylaws) to either levy a separate or special assessment to raise the funds to pay the expenditure or to borrow funds to pay the expenditure and repay the borrowed funds out of future Annual Assessments, separate assessments or special assessments.

6.09 INITIAL CAPITAL CONTRIBUTION: Upon the closing of the sale of each Dwelling Unit by the Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Condominium Association in an amount equal to one-fourth (1/4) of the current year's Annual Assessment for that Dwelling Unit, which amount shall be held and used by the Condominium Association for its working capital needs (and not as an advance payment of the Annual Assessment).

6.10 NON-PAYMENT OF ASSESSMENTS: Any assessments or other charges or payments which an Owner is required to make or is liable for hereunder which are not paid when due shall be deemed delinquent. If an assessment or other charge or payment is not paid within thirty (30) days after the due date, it shall bear interest from the due date at the contract rate permitted in Illinois, but not to exceed eighteen percent (18%) per annum, and the Board (i) may bring an action against the Owner personally obligated to pay the same, together with interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment or other charge or payment and shall be included in any judgment rendered in such action and (ii) may enforce and foreclose any lien which it has or which may exist for its benefit. In addition, the Board may in its discretion charge reasonable late fees for the late payment of assessments or other charges. No Owner may waive or otherwise escape liability for the assessments or other charges or payment provided for herein by nonuse, abandonment or transfer of his Dwelling Unit.

6.11 CONDOMINIUM ASSOCIATION'S LIEN SUBORDINATED TO MORTGAGES: The lien on each Unit Ownership provided for in Section 6.01 for assessments or other charges or payments shall be subordinate to the lien of any First Mortgage on the Unit Ownership Recorded prior to the date that any such assessments or other charges or payments become due. Except as hereinafter provided, the lien provided for in Section 6.01 shall not be affected by any transfer of title to the Unit Ownership. Where title to the Unit Ownership is

transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgage, such transfer of title shall to the extent permitted by law extinguish the lien for any assessments or other charges or payments under Section 6.01 which became due prior to (i) the date of the transfer of title or (ii) the date on which the transferee comes into possession of the Dwelling Unit, whichever occurs first. However, the transferee of a Unit Ownership shall be liable for his share of any assessments or other charges or payments with respect to which a lien against his Unit Ownership has been extinguished pursuant to the preceding sentence which are reallocated among the Owners pursuant to a subsequently adopted annual, revised or special assessment, and nonpayment thereof shall result in a lien against the transferee's Unit Ownership as provided in Section 6.01. If for any reason the Owner of a Dwelling Unit is permitted to remain in possession of his Dwelling Unit during the pendency of a foreclosure action with respect to the Dwelling Unit, the Owner shall be required to pay a reasonable rental for such right and the plaintiff in the foreclosure action shall be entitled to the appointment of a receiver to collect such rental.

6.12 STATEMENT OF ACCOUNT: Upon seven (7) days' notice to the Board and the payment of a reasonable fee, if any, which may be set by the Board, any Owner shall be furnished with a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from the Owner as of the date of the statement. The statement shall be executed by a duly authorized officer or agent of the Condominium Association and shall be binding on the Condominium Association.

6.13 SPECIAL SERVICE AREA: The Municipality shall have the right to levy a special service area tax against Dwelling Units in the Development Area, to pay necessary costs to maintain, repair or replace the Storm Water Management Facilities in the event the Declarant and/or the Condominium Association fails to properly maintain, repair or replace the Storm Water Management Facilities, as determined by the Municipality in its reasonable discretion.

ARTICLE SEVEN

Remedies for Breach or Violation

7.01 SELF-HELP BY BOARD: Subject to the provisions of Section 7.05, in the event of a violation by an Owner of the provisions, covenants or restrictions of the Act, this Declaration, the By-Laws, or rules or regulations of the Board, where such violation or breach may be cured or abated by affirmative action, the Board, upon not less than ten (10) days prior written notice, shall have the right to enter upon that part of the Condominium Property where the violation or breach exists and summarily abate, remove or do whatever else may be necessary to correct such violation or breach, provided, however, that where the violation or breach involves an improvement located within the boundaries of a Dwelling Unit, judicial proceedings shall be instituted before any items of construction can be altered or demolished. Any and all expenses in connection with the exercise of the right provided by this section shall be charged to and assessed against the violating Owner.

7.02 INVOLUNTARY SALE: Subject to the provisions of Section 7.05, if any Owner (either by his own conduct or by the conduct of any Resident) shall violate any of the covenants

or restrictions or provisions of this Declaration, the By-Laws, or the rules or regulations adopted by the Board, and such violations shall not be cured within thirty (30) days after notice in writing from the Board, or shall re-occur more than once thereafter, then the Board shall have the power to issue to said defaulting Owner a 10-day notice in writing to terminate the rights of said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Dwelling Unit, and thereupon an action may be filed by the Board against said defaulting Owner for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Dwelling Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Condominium Property shall be sold (subject to the lien of any existing mortgage) at a judicial sale upon such notice and other terms as the court shall determine equitable. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in the decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Dwelling Unit and to immediate possession of the Dwelling Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the Dwelling Unit so purchased subject to this Declaration.

7.03 FORCIBLE DETAINER: In the event that an Owner is delinquent in payment of his proportionate share of the Common Expenses or any other charges or payments required to be paid by the Owner hereunder, the Board shall have the right to take possession of the Owner's Dwelling Unit and to maintain for the benefit of all other Owners an action for possession in the manner prescribed by "An Act in Regard to Forcible Entry and Detainer" (as may be recodified), as provided in the Act.

7.04 OTHER REMEDIES OF THE BOARD: In addition to or in conjunction with the remedies set forth above, in the event of a violation by an Owner of the Act, this Declaration, the By-Laws, or rules and regulations of the Board, the Board may levy reasonable fines or the Board or its agents shall have the right to bring an action at law or in equity against the Owner and/or others as permitted by law including, without limitation, (i) to foreclose a lien against the Unit Ownership, (ii) for damages, injunctive relief, or specific performance, (iii) for judgment or for the payment of money and the collection thereof, (iv) for any combination of the remedies set forth in this Article or (v) for any other relief which the Board may deem necessary or appropriate. Any and all rights and remedies provided for in this Article may be exercised at any time and from time to time cumulatively or otherwise by the Board in its discretion. The failure of the Board to enforce any provisions of this Declaration, the By-Laws or rules and regulations of the Board shall in no event be deemed a waiver of the right to do so thereafter.

7.05 ENFORCEMENT BY THE BOARD: Prior to the imposition of any fine and concurrently with the sending of the initial notices described in Section 7.01 and 7.02, the Board shall notify the Owner or Resident, as the case may be, in writing of the violation of the rule or regulation and the Board's proposed remedy. Any Owner or Resident who receives such notice may, within three (3) days after receipt of such notice, demand a hearing before the Board or its

authorized committee. At such hearing a member of the Board shall present to the Owner or Resident the grounds for the notice and the Owner or Resident shall have an opportunity to challenge such grounds and to present any evidence on his behalf subject to such reasonable rules of procedure as may be established by the Board or its authorized committee, which rules shall adhere to the generally accepted standards of due process. If the Owner or Resident demands a hearing as herein provided, such hearing shall be held within four (4) days after the Board receives the demand and no action shall be taken by the Board until the hearing has been held and notice of the decision of the Board or its authorized committee and the terms thereof has been delivered to the Owner or Resident. The decision of the Board or its authorized committee shall be rendered within three (3) days after the hearing and such decision shall be final and binding on the parties.

7.06 COSTS AND EXPENSES: All expenses incurred by the Board in connection with the enforcement of the provisions of this Declaration or in connection with the exercise of its rights and remedies under this Article, including without limitation, court costs, attorneys' fees and all other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the contract rate of interest then permitted in Illinois until paid but not to exceed eighteen percent (18%) per annum, shall be charged to and assessed against the defaulting Owner, and the Condominium Association shall have a lien for all the same upon such Owner's Unit Ownership, as provided in Section 6.01.

7.07 ENFORCEMENT BY OWNERS: Enforcement of the provisions contained in this Declaration and the rules and regulations adopted hereunder may be by any proceeding at law or in equity by any aggrieved Owner against any person or persons violating or attempting to violate any such provisions, either to restrain such violation or to recover damages, and against a Unit Ownership to enforce any lien created hereunder.

ARTICLE EIGHT Annexing Additional Property

8.01 IN GENERAL: Declarant reserves the right, from time to time prior to ten (10) years from the date of Recording of this Declaration, to add portions of the Development Area to the Condominium Property and submit such portions to the Act and this Declaration by Recording a supplement to this Declaration (a "Supplemental Declaration"), as hereinafter provided. For the purposes of this Article, any portion of the Development Area which is made subject to the Act and this Declaration as part of the Condominium Property by a Supplemental Declaration shall be referred to as "Added Property", any Dwelling Units in the Added Property shall be referred to as "Added Dwelling Units". In making Added Property subject to the Act and this Declaration, the following shall apply:

(a) Any buildings located on the Added Property shall be substantially similar in design and construction to the buildings which are initially planned to be made subject to this Declaration.

(b) Added Property may be made subject to the Declaration at different times; there is no limitation on the order in which Added Property may be made subject to this Declaration; and no particular portion of the Development Area must be made subject to this Declaration.

(c) The maximum number of Dwelling Units which may be made subject to this Declaration is one hundred thirty-four (.

(d) Any Added Dwelling Units which are made subject to this Declaration pursuant to this Article Nine shall be compatible with or of substantially the same style, floor plan, size and quality as the Dwelling Units initially made subject to this Declaration.

8.02 POWER TO AMEND: In furtherance of the foregoing, Declarant reserves the right to Record a Supplemental Declaration, at any time and from time to time prior to ten (10) years from the date of Recording of the Declaration, which amends Exhibits B, C and D hereto, subject to the following limitations:)

(a) Exhibit B may only be amended to add portions of the Development Area to Exhibit B;

(b) Exhibit C may only be amended so that the Plats which make up Exhibit C describe all of the Condominium Property, including the Added Property, identify every Dwelling Unit, including the Added Dwelling Units, as provided by the Act;

(c) Exhibit D may only be amended to reflect the addition of the Added Dwelling Units, to assign to each Added Dwelling Unit an Undivided Interest, and to reassign an Undivided Interest to each Dwelling Unit shown on Exhibit D immediately prior to the Recording of such Supplemental Declaration. Initially, five (5) models of Dwelling Units may be made subject to this Declaration. Following is a list of the number of points which shall be allocated to each model of Dwelling Unit for the purpose of determining the Undivided Interests allocable to each Dwelling Unit. The points reflect the relative values of the models, as required under the Act. The Undivided Interest of each Dwelling Unit shall be determined by dividing the total number of points of all Dwelling Units subject to this Declaration into the number of points allocated to the Dwelling Unit in question.

<u>MODEL</u>	<u>POINTS</u>
Amherst	16,410
Chatham	17,440
Chelsea	19,060
Dunmore	19,060
Easton	19,560

If any Added Property contains models of Dwelling Units which are not listed or mentioned above, then the Supplemental Declaration shall allocate to each different model that number of points which reflects the relative value of the model as compared to the models listed above, as required under the Act.

8.03 EFFECT OF AMENDMENT: Upon the Recording of a Supplemental Declaration by the Declarant which makes Added Property subject to this Declaration, as provided in this Article, then:

(a) The restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges set forth and described herein shall run with and bind the Added Property (including the Added Dwelling Units) and inure to the benefit of and be the personal obligation of the Owners of Added Dwelling Units in the same manner, to the same extent, and with the same force and effect that this Declaration applies to the Condominium Property and Owners of Dwelling Units which were initially subjected to this Declaration;

(b) Every Person who is an Owner of an Added Dwelling Unit shall be a member of the Condominium Association on the same terms and subject to the same qualifications and limitations as those members who are Owners of existing Dwelling Units;

(c) Each Owner of an Added Dwelling Unit shall pay the same monthly assessments as the Owner of an existing Dwelling Unit of the same model; provided, that, the Owner of an Added Dwelling Unit shall not be required to pay any installment of a special assessment levied to cover a deficit under a prior year's budget;

(d) The amount of the lien for assessments, charges or payments levied against an existing Unit Ownership prior to the Recording of the Supplemental Declaration shall not be affected.

ARTICLE NINE Amendments

9.01 SPECIAL AMENDMENT: Declarant reserves the right and power to Record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, or guarantee First Mortgages covering Unit Ownerships, (iii) to bring this Declaration into compliance with the Act, (iv) to correct errors, omissions, ambiguities or inconsistencies in this Declaration or any Exhibit thereto or any supplement or

amendment thereto, or (v) to amend Exhibit A to include additional real estate and to amend Sections 1.25(a) and 8.01(c) to reflect the fact that additional Dwelling Units may be added to the Condominium Property. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and Record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section shall terminate five (5) years from such time as the Declarant no longer holds or controls title to a portion of the Development Area.

9.02 AMENDMENT BY OWNERS: Subject to the provisions of Article Eight, Section 9.01, Article Ten and Article Twelve, and except as otherwise provided in Sections 5.06 and 5.07 and the Act, the provisions of this Declaration may be amended, modified, enlarged or otherwise changed in whole or in part by the affirmative vote of Voting Members (either in person or by proxy), or by an instrument executed by Owners, representing at least 75% of the Undivided Interests; except that (i) the provisions relating to the rights of Declarant may be amended only upon the written consent of the Declarant; (ii) the provisions of Article Ten and the provisions of this Article may be amended only with the written consent of Eligible Mortgagees as provided in Section 10.02; and (iii) the provisions relating to the Municipality relating to the easements granted to it, payment of amounts due under Cost Sharing Agreement, and the right to levy a special service area tax may be amended only with the written consent of the Municipality as evidenced by a duly adopted Resolution of the Village President and Board of Trustees of the Municipality approving any such amendment. No amendment shall become effective until Recorded.

ARTICLE TEN Rights of First Mortgagees

10.01 NOTICE TO FIRST MORTGAGEES: Each Owner shall notify the Condominium Association of the name and address of his First Mortgagee or its servicing agent, if any, and shall promptly notify the Condominium Association of any change in such information. The Condominium Association shall maintain a record of such information with respect to all Dwelling Units. Each First Mortgagee shall have the right to examine the books and records of the Condominium Association at any reasonable time and to have an audited statement of the Condominium Association's operations prepared for a fiscal year at its own expense. Upon the specific written request of a First Mortgagee to the Board, the First Mortgagee shall receive some or all of the following as designated in the request:

- (a) copies of budgets, notices of assessment, or any other notices or statements provided under this Declaration by the Condominium Association to the Owner of the Dwelling Unit covered by the First Mortgagee's First Mortgage;

- (b) any audited or unaudited financial statements of the Condominium Association which are prepared for the Condominium Association and distributed to the Owners;
- (c) copies of notices of meetings of the Owners and the right to be represented at any such meetings by a designated representative;
- (d) notice of any proposed action which would require the consent of a specified percentage of Eligible Mortgagees pursuant to Section 10.02;
- (e) notice of the decision of the Owners to make any material amendment to this Declaration, the By-Laws, or the Articles of Incorporation of the Condominium Association;
- (f) notice of substantial damage to or destruction of any Dwelling Unit (in excess of \$1,000) or any part of the Common Elements (in excess of \$10,000);
- (g) notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Condominium Property;
- (h) notice of any default of the Owner of the Dwelling Unit which is subject to the First Mortgagee's First Mortgage, where such default is not cured by the Owner within thirty (30) days after the giving of notice by the Condominium Association to the Owner of the existence of the default; or
- (i) the right to be treated as an "Eligible Mortgagee" for purposes of Section 10.02.; or
- (j) copies of any written notice received by the Association of lapse, cancellation or material change in any insurance policy or fidelity bond carried by the Condominium Association.

The request of a First Mortgagee shall specify which of the above it desires to receive and shall indicate the address to which any notices or documents shall be sent by the Condominium Association. Failure of the Condominium Association to provide any of the foregoing to a First Mortgagee who has made a proper request therefor shall not affect the validity of any action which is related to any of the foregoing. The Condominium Association need not inquire into the validity of any request made by a First Mortgagee hereunder and in the event of multiple requests from purported First Mortgagees of the same Unit Ownership, the Condominium Association shall honor the most recent request received.

10.02 CONSENT OF ELIGIBLE MORTGAGEES:

- (a) In addition to any requirements or prerequisite provided for elsewhere in this Declaration, the consent of Eligible Mortgagees holding, in the aggregate, First Mortgages on at

least sixty-seven percent (67%) of the Unit Ownerships (by number) which are subject to First Mortgages held by Eligible Mortgagees will be required for the Condominium Association to do or permit to be done any of the following:

- (1) Adoption of an amendment to this Declaration which changes or adds to provisions of the Declaration relating to (i) voting rights; (ii) assessments, assessment liens, or the priority of assessment liens; (iii) reserves for maintenance, repair, and replacement of Common Elements; (iv) responsibility for maintenance and repairs; (v) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (vi) redefinition of any Dwelling Unit boundaries; (vii) convertibility of Dwelling Units into Common Elements or Common Elements into Dwelling Units; (viii) insurance or fidelity bond requirements; (ix) leasing of Dwelling Units; (x) imposition of any restrictions on an Owner's right to sell or transfer his Dwelling Unit;
- (2) The abandonment or termination of the condominium;
- (3) The partition or subdivision of a Dwelling Unit;
- (4) The abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Elements, (except for the granting of easements for public utilities or for other purposes consistent with the intended use of the Condominium Property and except for the encumbrance, sale or transfer of an Undivided Interest in connection with the encumbrance, sale or transfer of a Unit Ownership);
- (5) The sale of the Condominium Property;
- (6) The removal of a portion of the Condominium Property from the provisions of the Act and this Declaration;
- (7) The effectuation of a decision by the Condominium Association to terminate professional management and assume self-management of the condominium when professional management had been required hereunder or by an Eligible Mortgagee; or
- (8) Restoration or repair of the Condominium Property (after a hazard damage or partial condemnation) in a manner other than as specified in this Declaration or the use of hazard insurance proceeds for losses to the Condominium Property (whether to Dwelling Units or to the Common Elements) for other than the repair, replacement, or reconstruction of the damaged portion of the Condominium Property;

provided that, such consent of Eligible Mortgagees will not be required with respect to any action under (1) through (8) above which is permitted under Article Eight hereof.

(b) Whenever required, the consent of an Eligible Mortgagee shall be deemed granted unless the party seeking the consent is advised to the contrary in writing by the Eligible Mortgagee within thirty (30) days after making the request for consent by Registered or Certified Mail, Return Receipt Requested.

10.03 INSURANCE PROCEEDS/CONDEMNATION AWARDS: In the event of (i) any distribution of any insurance proceeds hereunder as a result of substantial damage to, or destruction of, any part of the Condominium Property or (ii) any distribution of the proceeds of any award or settlement as a result of condemnation or eminent domain proceedings with respect to any part of the Condominium Property, any such distribution shall be made to the Owners and their respective First Mortgagees, as their interests may appear, and no Owner or other party shall be entitled to priority over the First Mortgagee of a Dwelling Unit with respect to any such distribution to or with respect to such Dwelling Unit; provided, that, nothing in this Section shall be construed to deny to the Condominium Association the right to apply any such proceeds to repair or replace damaged portions of the Condominium Property or to restore what remains of the Condominium Property after condemnation or taking by eminent domain of a part of the Condominium Property.

ARTICLE ELEVEN Declarant's Reserved Rights

11.01 IN GENERAL: In addition to any rights or powers reserved or granted to the Declarant under the Act, this Declaration or the By-Laws, the Declarant shall have the rights and powers set forth in this Article. In the event of a conflict between the provisions of this Article and any other provisions of this Declaration or the By-Laws, the provisions of this Article shall govern. Except as otherwise provided in this Article, the rights of Declarant under this Article reserved or granted shall terminate at such time as the Declarant is no longer vested with nor in control title to any portion of the Development Area.

11.02 PROMOTIONAL EFFORTS: The Declarant shall have the right and power, within its sole discretion, to (i) construct such temporary or permanent improvements, or to do such acts or other things in, on, or to the Condominium Property as the Declarant may, from time to time, determine to be necessary or advisable, (ii) construct and maintain model units, sales or leasing offices, parking areas, advertising signs, lighting and banners, or other promotional facilities at such locations and in such forms as the Declarant may deem advisable and to use such model units (including model units which are sold and leased back to the Declarant), sales or leasing offices or other facilities for the purpose of selling or leasing Dwelling Units on the Condominium Property or at other properties in the general location of the Condominium Property which are being offered for sale by the Declarant or any of its affiliates, without the payment of any fee or charge whatsoever to the Association. Declarant, its agents, prospective purchasers and tenants, shall have the right of ingress, egress and parking in and through, and the right to use and enjoy the Common Elements, at any and all reasonable times without fee or charge. The Declarant shall have the right and power to lease any Dwelling Units owned by it to any person or entity which it deems appropriate in its sole discretion and it need not comply with the provisions of Section 2.12.

11.03 CONSTRUCTION: Declarant, its agents and contractors shall have the right to come upon the Condominium Property to construct improvements thereon and to make alterations, repairs or improvements to the Condominium Property or the portions of the Development Area not made part of the Parcel and shall have the right to store equipment and materials used in connection with such work on the Condominium Property or the portions of the Development Area which have not been made part of the Parcel without payment of any fee or charge whatsoever.

11.04 CONTROL OF BOARD: Until the initial meeting of the Owners (which shall occur no later than the Turnover Date) and the election of the initial Board as provided for in the By-Laws, the rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act, this Declaration or the By-Laws shall be held and performed by the Declarant. The Declarant may hold and perform such rights and obligations through the Board which, prior to the Turnover Date, shall consist of three (3) individuals designated by the Declarant from time to time. Prior to the Turnover Date the Declarant may appoint from among the Owners three non-voting counselors to the Board who shall serve at the discretion of the Declarant.

11.05 ARCHITECTURAL CONTROL:

(a) The Declarant shall have the right and power from time to time to adopt reasonable rules and regulations governing the design and exterior finish of all improvements or landscaping from time to time constructed, installed or proposed to be constructed, installed or modified on the Condominium Property. Without limiting the foregoing, no earthmoving, filling, dredging, grading, excavating, installation of landscaping, alteration of landscaping, construction of a building, driveway, walkway, signs or other advertising or promotional devices or any other temporary or permanent improvement to any portion of the Condominium Property or any modification, alteration, renovation, addition or removal of any of the foregoing ("Regulated Work") shall be commenced or maintained with respect to any portion of the Condominium Property without the prior written consent of the Declarant which may be granted or withheld in Declarant's sole and absolute discretion. The Declarant reserves the right and power to promulgate and amend from time to time standards, policies, procedures and guidelines in order to implement the foregoing. If any Regulated Work which requires Declarant approval as provided above is commenced without obtaining the required written consent of the Declarant, then the Declarant may seek any remedy or take any action provided for herein or permitted at law or in equity in order to enforce the provisions hereof, including injunctive relief to stop work and/or restore the portion of the Condominium Property to its condition prior to the commencement of the work.

(b) The Declarant shall have the right and power from time to time to adopt rules and regulations governing the maintenance and upkeep of portions of the Condominium Property, including without limitation, improvements thereto, signs, advertising and landscaping thereon. Without limiting the foregoing, those portions of the Condominium Property on which construction of improvements has not yet commenced shall at all times be maintained in a neat

and clean condition and all weeds shall be periodically cut. If in the sole judgment of the Declarant a portion of the Condominium Property is not being maintained in good condition and repair or the appearance of any such portion of the Condominium Property is not of the character and quality of that of other portions of the Condominium Property or is not in compliance with rules and regulations adopted from time to time by the Declarant, then without limiting any rights or remedies available to the Declarant hereunder, at law or in equity, Declarant shall have the right to enter upon any such portion of the Condominium Property and perform any maintenance or repair work which it deems necessary or appropriate. The cost of any such work shall be charged to the Owner or party responsible for maintenance of such portion of the Condominium Property if different from the Owner, and shall be payable to the Declarant upon demand. In the event that the party charged for such work fails to make prompt payment of any such amount within thirty (30) days after demand, such amount shall become and continue to be a lien upon the portion of the Condominium Property owned by such party until such time as payment is made in full; provided, that any such lien shall be subordinate to the lien of any Mortgagee on a Dwelling Unit Recorded prior to the date on which any such amount becomes a lien against a Dwelling Unit as provided above.

(c) Any one or more of the rights and powers of the Declarant under this Section may be delegated to one or more individuals or entities designated from time to time by the Declarant.

(d) Subject as hereinafter provided, from time to time, the Declarant may enter into an agreement ("Transfer Agreement") with the Association whereby the Declarant assigns and transfers to the Association some or all of its rights and powers under Subsections (a) and (b). Any Transfer Agreement shall be executed by both the Declarant and the Association and shall be recorded; provided, that the execution of the Transfer Agreement by the Association shall be approved in advance by action of the Voting Members at an annual meeting or special meeting of the Voting Members. A Transfer Agreement may include such terms as are agreed upon between the Declarant and the Association. From and after the recording of a Transfer Agreement, the rights and powers of the Declarant under Subsections (a) and (b) which are transferred to the Association pursuant to the Transfer Agreement, shall be administered as provided in the Transfer Agreement. Any rights and powers of the Declarant under Subsections (a) and (b) which are not transferred to the Association pursuant to a Transfer Agreement shall expire and terminate at such time as the Declarant no longer holds or controls title to any portion of the Development Area.

ARTICLE TWELVE

Miscellaneous

12.01 SEVERABILITY: Invalidation of all or any portion of any of the easements, restrictions, covenants, conditions and reservations, by legislation, judgment or court order shall not affect any liens, charges, rights, benefits and privileges and other provisions of this Declaration, which shall remain in full force and effect.

12.02 NOTICES: Any notice required to be sent to any Owner under the provisions of this Declaration or the By-Laws shall be deemed to have been properly sent if (i) mailed, postage

prepared, to his or its last known address as it appears on the records of the Condominium Association at the time of such mailing, (ii) transmitted by facsimile or e-mail to his or its facsimile number or e-mail address as either appears on the records of the Condominium Association at the time of such transmittal, or (iii) when personally delivered to his or its Dwelling Unit. The date of mailing, or the date of transmission if the notice is sent by facsimile or e-mail, shall be deemed the date of service.

12.03 CAPTIONS/CONFLICTS: The Article and Section headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration. In the event of any conflict between the statements made in the recitals to this Declaration and the provisions contained in the body of this Declaration, the provisions contained in the body of this Declaration shall govern.

12.04 PERPETUITIES AND OTHER INVALIDITY: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the living lawful descendants of George H. Bush, former President of the United States at the time of Recording of this Declaration.

12.05 TITLE HOLDING LAND TRUST: In the event title to any Unit Ownership is conveyed to a title holding trust, under the terms of which all powers of management, operation and control of the Dwelling Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all assessments, charges or payments hereunder and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit Ownership. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon the Unit Ownership and the beneficiaries of such trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Unit Ownership.

12.06 ASSIGNMENT BY THE DECLARANT: All rights which are specified in this Declaration to be rights of the Declarant are assignable or transferable. Any successor to, or assignee of, the rights of the Declarant hereunder (including, whether by foreclosure or deed-in-lieu of foreclosure) shall hold or be entitled to exercise the rights of Declarant hereunder as fully as if named as such party herein. No party exercising rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

12.07 WAIVER OF IMPLIED WARRANTY OF HABITABILITY AND OTHER WARRANTIES: Illinois courts have held that every contract for the construction of a new home in Illinois carries with it a warranty that when completed, the home will be free of defects and

will be fit for its intended use as a home. The courts have also held that this "Implied Warranty of Habitability" does not have to be in writing to be a part of the contract and that it covers not only structural and mechanical defects such as may be found in the foundation, roof, masonry, heating, electrical and plumbing, but it also covers any defect in workmanship which may not easily be seen by the buyer. However, the courts have also held that a seller-builder and buyer may agree in writing that the Implied Warranty of Habitability is not included as a part of their particular contract. Each buyer of a Dwelling Unit from Declarant agreed in the purchase contract that the Declarant has excluded and disclaimed the Implied Warranty of Habitability and all other implied warranties, whether created judicially, statutorily or by common law, including the implied warranty of fitness for a particular purpose. Such exclusion and disclaimer shall apply to and bind any subsequent Owner of a Dwelling Unit and, accordingly, no Owner of a Dwelling Unit shall be able to assert a claim against Declarant for a breach of the Implied Warranty of Habitability or any other implied warranty.

Dated: June 15, 2005

DECLARANT:

THE RYLAND GROUP, INC., a Maryland corporation

By: [Signature]
Its: ASST. VICE PRESIDENT

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry Cairns of The Ryland Group, Inc., a Maryland corporation ("Corporation"), personally known to be to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 15th day of June, 2005.

[Signature]
Notary Public



EXHIBIT A TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM

The Development Area

ALL LOTS IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29,
TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT
THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056 IN COOK COUNTY,
ILLINOIS.

EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM

The Parcel

THE SOUTH 54.50 FEET OF LOT 96 AND ALL OF LOTS 97, 98, 118, 123 AND 124 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

96-1	760 LAMBERT LANE, BARTLETT, ILLINOIS
96-2	760 LAMBERT LANE, BARTLETT, ILLINOIS
97-1	748 LAMBERT LANE, BARTLETT, ILLINOIS
97-2	750 LAMBERT LANE, BARTLETT, ILLINOIS
97-3	752 LAMBERT LANE, BARTLETT, ILLINOIS
97-4	754 LAMBERT LANE, BARTLETT, ILLINOIS
97-5	756 LAMBERT LANE, BARTLETT, ILLINOIS
97-6	758 LAMBERT LANE, BARTLETT, ILLINOIS
98-1	736 LAMBERT LANE, BARTLETT, ILLINOIS
98-2	738 LAMBERT LANE, BARTLETT, ILLINOIS
98-3	740 LAMBERT LANE, BARTLETT, ILLINOIS
98-4	742 LAMBERT LANE, BARTLETT, ILLINOIS
98-5	744 LAMBERT LANE, BARTLETT, ILLINOIS
98-6	746 LAMBERT LANE, BARTLETT, ILLINOIS
118-1	690 LAMBERT LANE, BARTLETT, ILLINOIS
118-2	692 LAMBERT LANE, BARTLETT, ILLINOIS
118-3	694 LAMBERT LANE, BARTLETT, ILLINOIS
118-4	696 LAMBERT LANE, BARTLETT, ILLINOIS
118-5	698 LAMBERT LANE, BARTLETT, ILLINOIS
118-6	700 LAMBERT LANE, BARTLETT, ILLINOIS

EXHIBIT C TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM

Plat of Survey

[See attached]

EXHIBIT D TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM

Undivided Interests

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
96-1	Chelsea	5.281
96-2	Amherst	4.547
97-1	Easton	5.419
97-2	Amherst	4.547
97-3	Chelsea	5.281
97-4	Dunmore	5.281
97-5	Amherst	4.547
97-6	Chelsea	5.281
98-1	Dunmore	5.281
98-2	Amherst	4.547
98-3	Dunmore	5.281
98-4	Chatham	4.833
98-5	Amherst	4.547
98-6	Easton	5.419
118-1	Easton	5.419
118-2	Amherst	4.547
118-3	Chatham	4.833
118-4	Dunmore	5.281
118-5	Amherst	4.547
118-6	Dunmore	<u>5.281</u>
		100.000

EXHIBIT E TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM

The By-Laws of
The Castle Creek of Bartlett Condominium Association
an Illinois not-for-profit Corporation

ARTICLE I
NAME OF CORPORATION

The name of this corporation is Castle Creek of Bartlett Condominium Association.

ARTICLE II
PURPOSE AND POWERS

2.01 PURPOSES: The purposes of this Condominium Association are to act on behalf of its members collectively, as their governing body for civic functions and other purposes, with respect to the preservation, care, maintenance, replacement, improvement, enhancement, operation and administration of both real and personal property and for the promotion of the health, safety and welfare of the members of the Condominium Association, all on a not-for-profit basis. These By-Laws are attached as Exhibit E to the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium ("Declaration"). All terms used herein shall have the meanings set forth in the Declaration.

2.02 POWERS: The Condominium Association shall have and exercise all powers as are now or may hereafter be granted by the General Not-For-Profit Corporation Act of the State of Illinois, the Act, the Declaration and these By-Laws.

2.03 PERSONAL APPLICATION: All present or future Owners, tenants, future tenants, and their agents and employees, and any other person that might use the facilities of the Condominium Property in any manner, shall be subject to the provisions of the Declaration and these By-Laws. The acquisition or rental of a Dwelling Unit or the act of occupancy of a Dwelling Unit will signify that the Declaration and these By-Laws are accepted, ratified and will be complied with.

ARTICLE III
OFFICES

3.01 REGISTERED OFFICE: The Condominium Association shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without the State of Illinois as the Board may from time to time determine.

3.02 PRINCIPAL OFFICE: The Condominium Association's principal office shall be maintained on the Development Area or at the office of the managing agent engaged by the Condominium Association.

ARTICLE IV
MEETINGS OF MEMBERS

4.01 VOTING RIGHTS: The Condominium Association shall have one class of membership. There shall be one individual with respect to each Dwelling Unit who shall be entitled to vote at any meeting of the Owners (the "Voting Member"). If the Owner of a Dwelling Unit is one individual then such individual shall be the Voting Member. If the Record ownership of a Dwelling Unit shall be in more than one individual or if the Owner is a trustee, corporation, partnership or other legal entity, then the Voting Member shall be designated by the Owner or Owners in writing to the Board, and if in the case of multiple individual Owners no designation is given, then the Board may, at its election, recognize an individual Owner of the Dwelling Unit as the Voting Member for such Dwelling Unit. Any or all Owners may be present at any meeting of the Owners, but the voting rights shall be vested exclusively in the Voting Members; provided, however, that a Voting Member may vote either in person or by proxy executed in writing by the Voting Member or his duly authorized attorney-in-fact and filed with the secretary before the meeting. No proxy shall be valid after eleven (11) months from the date of its execution. Each Voting Member shall have one vote for each Dwelling Unit which he represents.

4.02 PLACE OF MEETING; QUORUM: Meetings of the Owners shall be held on the Condominium Property or at such other place in the County in which the Condominium Property is located and convenient to the Owners as may be designated in any notice of a meeting. All meetings shall be conducted in accordance with the rules and provisions set forth in Roberts Rules of Order, as from time to time published. Voting Members holding twenty percent (20%) of the votes, represented in person or by proxy, shall constitute a quorum. The vote of a majority of the votes entitled to be cast by the Voting Members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the Voting Members, unless a greater proportion is required by the Act, the Declaration or these By-Laws. The affirmative vote of 75% of the votes entitled to be cast shall be required for the following action: (a) merger or consolidation of the Condominium Association; and (b) sale, lease, exchange, mortgage, pledge or other disposition of all, or substantially all of the property and assets of the Condominium Association. The affirmative vote of 75% of the votes entitled to be cast shall be required for the purchase or sale of land or of Dwelling Units on behalf of all Owners.

4.03 ANNUAL MEETINGS: The initial meeting of the Owners shall be held upon not less than twenty-one (21) days' written notice given by the Declarant. If not called earlier by the Declarant, the initial meeting of the Owners shall be held not more than thirty (30) days after the Turnover Date. Thereafter there shall be an annual meeting of the Owners within thirty (30) days from the anniversary date of the initial annual meeting at such time and on such date designated by the Board.

4.04 SPECIAL MEETINGS: Special meetings of the Owners may be called at any time for the purpose of considering matters which, by the terms of the Declaration, 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 Voting Members representing at least twenty percent (20%) of the votes.

4.05 NOTICE OF MEMBERSHIP MEETINGS: Written notice of any membership meeting shall be mailed or personally delivered and posted conspicuously on the Condominium Property, giving Owners not less than ten (10) nor more than thirty (30) days notice of the time, place, and purpose of the meeting.

ARTICLE V BOARD OF DIRECTORS

5.01 IN GENERAL: The affairs of the Condominium Association and the direction and administration of the Condominium Property shall be vested in the Board, which (after the Turnover Date) shall consist of five (5) persons ("Directors"). The Board shall have all of the powers granted to it under the Act, the Declaration, these By-Laws and the General Not-For-Profit Corporation Act of the State of Illinois.

5.02 DECLARANT DESIGNATED BOARDS: Anything herein to the contrary notwithstanding, until the first meeting of the Owners after the Turnover Date, the Board shall consist of three (3) individuals from time to time designated by the Declarant. Such individuals may, but need not, be Owners and shall serve at the discretion of the Declarant.

5.03 BOARDS AFTER TURNOVER DATE: At the first meeting of the Owners (which shall be held no later than thirty (30) days after the Turnover Date) the Voting Members shall elect the initial Board (as provided for in the Act) in the manner hereinafter provided to replace the Declarant designated Board established under Section 5.02. From and after such meeting, each member of the Board shall be an Owner or a Voting Member, or both. Within sixty (60) days after the election of a majority of the Board other than those designated by the Declarant, the Declarant shall deliver to the Board the following documents and others as required by the Act:

- (a) Original copies of the Declaration, these By-Laws, the Condominium Association's Articles of Incorporation and the Condominium Association's minute book.
- (b) An accounting of all receipts and expenditures made or received on behalf of the Condominium Association by the Declarant designated Boards.
- (c) All Condominium Association funds and bank accounts.
- (d) A schedule of all personal property, equipment and fixtures belonging to the Condominium Association including documents transferring the property to the Condominium Association.

5.04 ELECTION: At each election for members of the Board, each Voting Member for each Dwelling Unit which he represents shall be entitled to the number of votes equal to the number of Directors to be elected and cumulative voting shall not be permitted; provided that a Resident who is a contract purchaser of a Dwelling Unit from a contract seller other than the Declarant shall have the right to vote for Directors after the Turnover Date unless such contract seller expressly retains such right in writing. At the initial meeting of the Owners, a full Board of Directors shall be elected, three (3) whom shall serve a two year term and two (2) of whom shall serve a one year term. The candidates receiving the three (3) highest number of votes shall be elected to serve a two year term and the candidates receiving the fourth and fifth highest number of votes shall serve a one year term. Thereafter, all Directors shall serve two year terms. Each Director shall serve until his term expires or is terminated or until his successor shall have been elected and qualified. A Director may succeed himself in office.

5.05 ANNUAL MEETINGS: The Board shall hold an annual meeting within ten (10) days after the annual meeting of the Owners at such place as shall be fixed by the Directors at the annual meeting of the Owners.

5.06 REGULAR MEETINGS: Regular meetings of the Board shall be held at such time and place as shall be determined at the annual meeting or, from time to time, by a majority of the Directors, provided that from and after the Turnover Date, not less than four such meetings shall be held during each fiscal year.

5.07 SPECIAL MEETINGS: Special meetings of the Board may be called by the President or by at least one-third (1/3) of the Directors then serving.

5.08 NOTICE OF BOARD MEETINGS: Notice of each meeting of the Board shall be mailed or personally delivered to each Director at least forty-eight (48) hours prior to the meeting and notice of any meeting of the Board concerning the adoption of the proposed annual budget or any increase or establishment of an assessment shall be given to each Owner in the same manner as provided in Section 4.05 of these By-Laws, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. Notice of each meeting of the Board shall also be conspicuously posted on the Condominium Property at least forty-eight (48) hours prior to the meeting.

5.09 OPEN MEETINGS: Each meeting of the Board, to the extent required by law, shall be open to any Owner and, if required under the Act, notice of such meeting shall be mailed or personally delivered and posted conspicuously upon the Condominium Property at least 48 hours prior thereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice before the meeting is convened. The Board may adopt reasonable rules governing the conduct of Owners who attend meetings and Owners who do not comply with such rules may be removed from the meeting.

5.10 QUORUM: A majority of the Directors serving from time to time shall constitute a quorum for the election of officers and for the transaction of business at any meeting of the Board. Except as otherwise expressly provided herein or in the Declaration, any action may be taken upon the affirmative vote of a majority of the Directors present at a meeting at which a quorum is present.

5.11 COMPENSATION/REIMBURSEMENT FOR EXPENSES: No Director shall be compensated by the Condominium Association for services rendered to the Condominium Association, except as expressly provided in a resolution duly adopted by the Voting Members. Upon the presentation of receipts or other appropriate documentation, a Director shall be reimbursed by the Condominium Association for reasonable out-of-pocket expenses incurred in the course of the performance of his duties as a Director.

5.12 REMOVAL OR RESIGNATION OF DIRECTOR: Any Director may be removed from office, with or without cause, by action of the Voting Members at any annual meeting or at a special meeting called for such purpose. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting. Any Director may resign at any time by submitting his written resignation to the Board. If a Director ceases to be an Owner or a Voting Member, he shall be deemed to have resigned as of the date of such cessation. A successor to fill the unexpired term of a Director who resigns or is removed may be appointed by a majority of the remaining Directors at any regular meeting or at any special meeting called for such purpose and any successor so appointed shall serve the balance of his predecessor's term.

5.13 POWERS AND DUTIES OF THE BOARD: Subject to the provisions of Section 11.04 of the Declaration, the Board shall have all of the powers and duties granted to it or imposed upon it by the Act, the Declaration, these By-Laws, and the Illinois General Not-For-Profit Corporation Act, including, without limitation, the following powers and duties:

- (a) Subject to the provisions of Sections 4.05 of the Declaration, to engage the services of a manager or managing agent to assist the Condominium Association in performing and providing such services as the Condominium Association is required to provide to its members under the Declaration;
- (b) To provide for the designation, hiring and removal of such employees and such other personnel, including attorneys and accountants, as the Board may, in its discretion, deem necessary or proper for the effective administration of the Condominium Association;
- (c) To provide for any maintenance, repair, alteration, addition, improvement or replacement of the Common Elements for which the Condominium Association is responsible under the Declaration and these By-Laws;
- (d) To estimate and provide each Owner with an annual budget as provided for in the Declaration;
- (e) To set, give notice of, and collect assessments from the Owners as provided in the Declaration;
- (f) To pay the Common Expenses;
- (g) To adopt rules and regulations as provided in the Declaration;

(h) To delegate the exercise of its power to committees appointed pursuant to Section 7.01 of these By-Laws;

(i) To own, convey, encumber, lease, or otherwise deal with Dwelling Units or other real property conveyed to or purchased by the Condominium Association;

(j) To keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Condominium Property; and

(k) To borrow money and pledge the assets of the Association, including the right to receive future assessments, as collateral for repayment thereof.

ARTICLE VI OFFICERS

6.01 OFFICERS: The officers of the Condominium Association shall be a President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistants to such officers as the Board may deem appropriate. All officers shall be elected at each annual meeting of the Board and shall hold office at the discretion of the Board. Officers may succeed themselves in office. The President, Secretary and Treasurer shall be Directors and all other officers may, but need not be, Directors.

6.02 VACANCY OF OFFICE: Any officer may be removed at any meeting of the Board by the affirmative vote of the majority of the Directors in office, either with or without cause, and any vacancy in any office may be filled by the Board at any meeting thereof.

6.03 POWERS OF OFFICERS: The respective officers of the Condominium Association shall have such powers and duties as are from time to time prescribed by the Board and as are usually vested in such officers of an Illinois Not-For-Profit Corporation including without limitation, the following:

(a) The President shall be the Chief Executive Officer of the Condominium Association and shall preside at all meetings of the Owners and at all meetings of the Board and shall execute amendments to the Declaration and these By-Laws, as provided for in the Act, the Declaration and these By-Laws;

(b) The Vice President shall, in the absence or the disability of the President, perform the duties and exercise the powers of such office and other duties assigned by the Board. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to act in the capacity of President on an interim basis;

(c) The Secretary shall keep minutes of all meetings of the Owners and of the Board and shall have custody of the corporate seal of the Condominium Association and have charge of such other books, papers and documents as the Board may prescribe, and

shall be responsible for giving and receiving all notices to be given to or by the Condominium Association under the Act, the Declaration or these By-Laws;

(d) The Treasurer shall be responsible for Condominium Association funds and securities and for keeping full and accurate accounts of all receipts and disbursements in the Condominium Association books of accounts kept for such purpose. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Condominium Association in such depositories as may from time to time be designated by the Board.

6.04 OFFICERS' COMPENSATION: The officers shall receive no compensation for their services except as expressly provided by a resolution duly adopted by the Voting Members.

ARTICLE VII COMMITTEES DESIGNATED BY BOARD

7.01 BOARD COMMITTEES: The Board, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which shall consist of two or more Directors, which 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 Condominium Association; but the designation of such committees and delegation thereto of authority shall not operate to relieve the Board, or any individual Director, of any responsibility imposed upon it or him by law.

7.02 SPECIAL COMMITTEES: Other committees not having and exercising the authority of the Board in the management of the Condominium 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 Owners and the President of the Association shall appoint the members thereof. Any member thereof may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Condominium Association shall be served by such removal.

7.03 TERM: Each member of a committee shall continue as such until the next annual meeting of the Board and until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

7.04 CHAIRMAN: One member of each committee shall be appointed chairman.

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

7.06 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.

7.07 RULES: Each committee may adopt rules for its own government not inconsistent with the Declaration, these By-Laws or with rules adopted by the Board.

ARTICLE VIII
INSTRUMENTS, CHECKS, DEPOSITS AND FUNDS

8.01 EXECUTION OF INSTRUMENTS: The Board may authorize any officer or officers, agent or agents of the Condominium Association, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument (including amendments to the Declaration or these By-Laws which must be executed by the Condominium Association) in the name of and on behalf of the Condominium Association and such authority may be general or confined to specific instances. In the absence of any such authorization by the Board, any such contract or instrument shall be executed by the President or a Vice President and attested to by the Secretary or an Assistant Secretary of the Condominium Association.

8.02 PAYMENTS: All checks, drafts, vouchers or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Condominium Association shall be signed by such officer or officers, agent or agents of the Condominium Association, and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or a Vice President of the Condominium Association.

8.03 BANK ACCOUNTS: All funds of the Condominium Association not otherwise employed shall be deposited from time to time to the credit of the Condominium Association in such banks, trust companies or other depositories as the Board shall elect.

8.04 SPECIAL RECEIPTS: The Board may accept on behalf of the Condominium Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Condominium Association.

ARTICLE IX
FISCAL MANAGEMENT

9.01 FISCAL YEAR: The fiscal year of the Condominium Association shall be determined by the Board and may be changed from time to time as the Board deems advisable.

9.02 ANNUAL STATEMENT: Within a reasonable time after the close of each fiscal year the Board shall furnish each Owner with an itemized accounting of the Common Expenses for such fiscal year actually incurred or paid, together with an indication of which portion of the Common Expenses were incurred or paid for capital expenditures or repairs or the payment of real estate taxes, and with a tabulation of the amounts collected pursuant to the Annual Assessment budget, and showing the net excess or deficit of income over expenditures plus reserves.

9.03 ASSESSMENT PROCEDURE: Annual assessments and special assessments shall be made and collected as provided in Article Six of the Declaration, and the provisions of Article Six are incorporated herein by reference.

ARTICLE X
BOOKS AND RECORDS

The Condominium Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, the Board, and committees having any of the authority of the Board, and shall keep at the registered or principal office of the Condominium Association a record giving the names and addresses of the members. All books and records of the Association may be inspected by any Owner, or his agent, mortgagee or attorney, for any proper purpose at any reasonable time.

ARTICLE XI
SEAL

The Board may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the Association and the words "Corporate Seal, Illinois".

ARTICLE XII
AMENDMENTS

These By-Laws may be amended or modified at any time, or from time to time in the same manner as provided in Section 9.02 of the Declaration; provided, that no provision of these By-Laws may be amended or modified so as to conflict with the provisions of the Declaration or the Act. These By-Laws may also be amended by the Declarant for the purposes and by the procedure set forth in Section 9.01 of the Declaration. No amendment to these By-Laws shall become effective until Recorded.

THIS INSTRUMENT PREPARED BY:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431

AFTER RECORDING RETURN TO:

Jean Marie Klippstein
The Ryland Group, Inc.
1141 E. Main Street, Suite 108
East Dundee, Illinois 60118

PINS: 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000



Doc#: 0520145010
Eugene "Gene" Moore Fee: \$74.00
Cook County Recorder of Deeds
Date: 07/20/2005 08:32 AM Pg: 1 of 9

For Use by the Recorder's Office only.

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**SUPPLEMENT NO. 1 TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

This Supplement is made and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECITALS

Declarant Recorded the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium (the "Condominium Declaration") on JUNE 17, 2005, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0516803004. The Condominium Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Eight of the Condominium Declaration, Declarant reserved the right and power to add portions of the Development Area from time to time to the Condominium Declaration and submit such portions to the provisions of the Act.

Declarant desires to exercise the right and power reserved in Article Eight of the Condominium Declaration to add and submit certain real estate to the provisions of the Act and the Condominium Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Condominium Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Condominium Declaration.

RECORDING FEE \$74
DATE 07-20-05 COPIES 6X
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2. Added Property/Amendment of Exhibit B. The portion of the Development Area which is legally described in the First Amendment to Exhibit B attached hereto is hereby made subject to the Condominium Declaration as "Added Property" and is also submitted to the provisions of the Act. Exhibit B to the Condominium Declaration is hereby amended to include the Added Property which is legally described in the First Amendment to Exhibit B attached hereto.

3. The Added Dwelling Units/Amendment of Exhibit C. Exhibit C to the Condominium Declaration is hereby amended by adding to and making a part of Exhibit C the plats of the Added Property which are attached hereto. Exhibit C, as hereby amended and supplemented, identifies each Added Dwelling Unit in the Added Property and assigns to it an identifying symbol.

4. Amendment of Exhibit D. To reflect the addition of the Added Dwelling Units, the list of the Undivided Interests of the Dwelling Units as shown in Exhibit D to the Condominium Declaration is hereby amended to be as set forth in the First Amended and Restated Exhibit D, which is attached hereto.

5. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Condominium Declaration, as amended by this Supplement, shall run with and bind the Condominium Property, including the Added Property and Added Dwelling Units.

6. Continuation. As expressly hereby amended, the Condominium Declaration shall continue in full force and effect in accordance with its terms.

Dated: July 11, 2005

DECLARANT:

THE RYLAND GROUP, INC.,
a Maryland corporation

By: [Signature]

Its: Asst Vice Pres.

STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry Cairns of The Ryland Group, Inc., a Maryland corporation ("Corporation") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of July, 2005.

Jean M Klippstein
Notary Public



**FIRST AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 119 AND 120 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

119-1	680 LAMBERT LANE, BARTLETT, ILLINOIS
119-2	682 LAMBERT LANE, BARTLETT, ILLINOIS
119-3	684 LAMBERT LANE, BARTLETT, ILLINOIS
119-4	686 LAMBERT LANE, BARTLETT, ILLINOIS
120-1	670 LAMBERT LANE, BARTLETT, ILLINOIS
120-2	672 LAMBERT LANE, BARTLETT, ILLINOIS
120-3	674 LAMBERT LANE, BARTLETT, ILLINOIS
120-4	676 LAMBERT LANE, BARTLETT, ILLINOIS

**EXHIBIT C TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Plat of Survey

[See attached]

**FIRST AMENDED AND RESTATED EXHIBIT D TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Undivided Interests

Dwelling Unit Number	Model	Undivided Interest (Percentage)
96-1	Chelsea	3.751
96-2	Amherst	3.231
97-1	Easton	3.852
97-2	Amherst	3.231
97-3	Chelsea	3.751
97-4	Dunmore	3.751
97-5	Amherst	3.231
97-6	Chelsea	3.751
98-1	Dunmore	3.751
98-2	Amherst	3.231
98-3	Dunmore	3.751
98-4	Chatham	3.433
98-5	Amherst	3.231
98-6	Easton	3.852
118-1	Easton	3.852
118-2	Amherst	3.231
118-3	Chatham	3.433
118-4	Dunmore	3.751
118-5	Amherst	3.231
118-6	Dunmore	3.751
119-1	Dunmore	3.751
119-2	Amherst	3.231
119-3	Chatham	3.433
119-4	Easton	3.852
120-1	Easton	3.852
120-2	Dunmore	3.751
120-3	Amherst	3.231
120-4	Easton	3.852

100.00

THIS INSTRUMENT PREPARED
BY:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431



Doc#: 0523032010 Fee: \$78.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/18/2005 08:54 AM Pg: 1 of 10

AFTER RECORDING RETURN TO:

Jean Marie Klippstein
The Ryland Group, Inc.
1141 E. Main Street, Suite 108
East Dundee, Illinois 60118

PINS: 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000



For Use by the Recorder's Office only.

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08/01/05

**SUPPLEMENT NO. 2 TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

This Supplement is made and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECITALS

Declarant Recorded the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium (the "Condominium Declaration") on June 17, 2005, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0516803065. The Condominium Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Eight of the Condominium Declaration, Declarant reserved the right and power to add portions of the Development Area from time to time to the Condominium Declaration and submit such portions to the provisions of the Act. Declarant exercised this right and power by recording the following document:

<u>Name of Document</u>	<u>Recording Date</u>	<u>Recording Number</u>
Supplement No. 1	07/20/2005	2005 520145010

Declarant desires to once again exercise the right and power reserved in Article Eight of the Condominium Declaration to add and submit certain real estate to the provisions of the Act and the Condominium Declaration.

RECORDING FEE 88
DATE 8-18-05 COPIES 6
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**SECOND AMENDED AND RESTATED EXHIBIT D TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Undivided Interests

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
96-1	Chelsea	2.627
96-2	Amherst	2.263
97-1	Easton	2.695
97-2	Amherst	2.263
97-3	Chelsea	2.627
97-4	Dunmore	2.627
97-5	Amherst	2.263
97-6	Chelsea	2.627
98-1	Dunmore	2.627
98-2	Amherst	2.263
98-3	Dunmore	2.627
98-4	Chatham	2.404
98-5	Amherst	2.263
98-6	Easton	2.695
99-1	Dunmore	2.627
99-2	Amherst	2.263
99-3	Chelsea	2.627
99-4	Dunmore	2.627
99-5	Amherst	2.263
99-6	Easton	2.695
117-1	Dunmore	2.627
117-2	Amherst	2.263
117-3	Dunmore	2.627
117-4	Chatham	2.404
117-5	Amherst	2.263
117-6	Easton	2.695

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
118-1	Easton	2.695
118-2	Amherst	2.263
118-3	Chatham	2.404
118-4	Dunmore	2.627
118-5	Amherst	2.263
118-6	Dunmore	2.627
119-1	Dunmore	2.627
119-2	Amherst	2.263
119-3	Chatham	2.404
119-4	Easton	2.695
120-1	Easton	2.695
120-2	Dunmore	2.627
120-3	Amherst	2.263
120-4	Easton	2.695

100,000%

THIS INSTRUMENT PREPARED BY:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431



Doc#: 0525239001 Fee: \$82.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/09/2005 02:21 PM Pg: 1 of 11

AFTER RECORDING RETURN TO:

Jean Marie Klippstein
The Ryland Group, Inc.
1141 E. Main Street, Suite 108
East Dundee, Illinois 60118

PINS: 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
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RECORDING FEE

DATE 9-9-05

OK BY

For Use by the Recorder's Office only.

30084/127

08/01/05

SUPPLEMENT NO. 3 TO DECLARATION OF CONDOMINIUM OWNERSHIP FOR CASTLE CREEK OF BARTLETT CONDOMINIUM

This Supplement is made and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECITALS

Declarant Recorded the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium (the "Condominium Declaration") on June 17, 2005, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0516803065. The Condominium Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Eight of the Condominium Declaration, Declarant reserved the right and power to add portions of the Development Area from time to time to the Condominium Declaration and submit such portions to the provisions of the Act. Declarant exercised this right and power by recording the following documents:

<u>Name of Document</u>	<u>Recording Date</u>	<u>Recording Number</u>
Supplement No. 1	07/20/2005	520145010
Supplement No. 2	08/18/2005	523032010

Declarant desires to once again exercise the right and power reserved in Article Eight of the Condominium Declaration to add and submit certain real estate to the provisions of the Act and the Condominium Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Condominium Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Condominium Declaration.

2. Added Property/Amendment of Exhibit B. The portion of the Development Area which is legally described in the Third Amendment to Exhibit B attached hereto is hereby made subject to the Condominium Declaration as "Added Property" and is also submitted to the provisions of the Act. Exhibit B to the Condominium Declaration is hereby amended to include the Added Property which is legally described in the Third Amendment to Exhibit B attached hereto.

3. The Added Dwelling Units/Amendment of Exhibit C. Exhibit C to the Condominium Declaration is hereby amended by adding to and making a part of Exhibit C the plats of the Added Property which are attached hereto. Exhibit C, as hereby amended and supplemented, identifies each Added Dwelling Unit in the Added Property and assigns to it an identifying symbol.

4. Amendment of Exhibit D. To reflect the addition of the Added Dwelling Units, the list of the Undivided Interests of the Dwelling Units as shown in Exhibit D to the Condominium Declaration is hereby amended to be as set forth in the Third Amended and Restated Exhibit D, which is attached hereto.

5. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Condominium Declaration, as amended by this Supplement, shall run with and bind the Condominium Property, including the Added Property and Added Dwelling Units.

6. Continuation. As expressly hereby amended, the Condominium Declaration shall continue in full force and effect in accordance with its terms.

Dated: August 31, 2005

DECLARANT:

THE RYLAND GROUP, INC.,
a Maryland corporation

By: 

Its: Asst Vice President

STATE OF ILLINOIS)

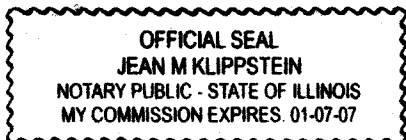
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry Calvo of The Ryland Group, Inc., a Maryland corporation ("Corporation") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 31ST day of August, 2005.

Jean M Klippstein

Notary Public



**THIRD AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 103, 104 AND 105 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

103-1	777 THORNBURY COURT, BARTLETT, ILLINOIS
103-2	775 THORNBURY COURT, BARTLETT, ILLINOIS
103-3	773 THORNBURY COURT, BARTLETT, ILLINOIS
103-4	771 THORNBURY COURT, BARTLETT, ILLINOIS
104-1	787 THORNBURY COURT, BARTLETT, ILLINOIS
104-2	785 THORNBURY COURT, BARTLETT, ILLINOIS
104-3	783 THORNBURY COURT, BARTLETT, ILLINOIS
104-4	781 THORNBURY COURT, BARTLETT, ILLINOIS
105-1	780 THORNBURY COURT, BARTLETT, ILLINOIS
105-2	782 THORNBURY COURT, BARTLETT, ILLINOIS
105-3	784 THORNBURY COURT, BARTLETT, ILLINOIS
105-4	786 THORNBURY COURT, BARTLETT, ILLINOIS
105-5	788 THORNBURY COURT, BARTLETT, ILLINOIS

PIN 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000

**EXHIBIT C TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Plat of Survey

[See attached]

**THIRD AMENDED AND RESTATED EXHIBIT D TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Undivided Interests

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
96-1	Chelsea	1.980
96-2	Amherst	1.705
97-1	Easton	2.032
97-2	Amherst	1.705
97-3	Chelsea	1.980
97-4	Dunmore	1.980
97-5	Amherst	1.705
97-6	Chelsea	1.980
98-1	Dunmore	1.980
98-2	Amherst	1.705
98-3	Dunmore	1.980
98-4	Chatham	1.812
98-5	Amherst	1.705
98-6	Easton	2.032
99-1	Dunmore	1.980
99-2	Amherst	1.705
99-3	Chelsea	1.980
99-4	Dunmore	1.980
99-5	Amherst	1.705
99-6	Easton	2.032
103-1	Easton	2.032
103-2	Dunmore	1.980
103-3	Amherst	1.705
103-4	Chelsea	1.980
104-1	Dunmore	1.980
104-2	Amherst	1.705
104-3	Chatham	1.812
104-4	Easton	2.032

Dwelling Unit Number	Model	Undivided Interest (Percentage)
105-1	Easton	2.032
105-2	Amherst	1.705
105-3	Chelsea	1.980
105-4	Amherst	1.705
105-5	Dunmore	1.980
117-1	Dunmore	1.980
117-2	Amherst	1.705
117-3	Dunmore	1.980
117-4	Chatham	1.813
117-5	Amherst	1.705
117-6	Easton	2.032
118-1	Easton	2.032
118-2	Amherst	1.705
118-3	Chatham	1.813
118-4	Dunmore	1.980
118-5	Amherst	1.705
118-6	Dunmore	1.980
119-1	Dunmore	1.980
119-2	Amherst	1.705
119-3	Chatham	1.813
119-4	Easton	2.032
120-1	Easton	2.032
120-2	Dunmore	1.980
120-3	Amherst	1.705
120-4	Easton	2.032
TOTAL:		100.000%

THIS INSTRUMENT PREPARED BY:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431



Doc#: 0529334034 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/20/2005 09:38 AM Pg: 1 of 13

AFTER RECORDING RETURN TO:

Jean Marie Klippstein
The Ryland Group, Inc.
1141 E. Main Street, Suite 108
East Dundee, Illinois 60118

PINS: 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000

F	<i>[Signature]</i>	A
P		P
T	10-20	V
I	<i>[Signature]</i>	

For Use by the Recorder's Office only.

30084/127

09/22/05

**SUPPLEMENT NO. 4 TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

This Supplement is made and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECORDING FEE 100-
DATE 10-20-05 COPIES LX
OK BY [Signature]

RECITALS

Declarant Recorded the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium (the "Condominium Declaration") on June 17, 2005, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0516803065. The Condominium Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Eight of the Condominium Declaration, Declarant reserved the right and power to add portions of the Development Area from time to time to the Condominium Declaration and submit such portions to the provisions of the Act. Declarant exercised this right and power by recording the following documents:

<u>Name of Document</u>	<u>Recording Date</u>	<u>Recording Number</u>
Supplement No. 1	07/20/2005	0520145010
Supplement No. 2	08/18/2005	0523032010
Supplement No. 3	09/09/2005	0525239001

Declarant desires to once again exercise the right and power reserved in Article Eight of the Condominium Declaration to add and submit certain real estate to the provisions of the Act and the Condominium Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Condominium Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Condominium Declaration.

2. Added Property/Amendment of Exhibit B. The portion of the Development Area which is legally described in the Fourth Amendment to Exhibit B attached hereto is hereby made subject to the Condominium Declaration as "Added Property" and is also submitted to the provisions of the Act. Exhibit B to the Condominium Declaration is hereby amended to include the Added Property which is legally described in the Fourth Amendment to Exhibit B attached hereto.

3. The Added Dwelling Units/Amendment of Exhibit C. Exhibit C to the Condominium Declaration is hereby amended by adding to and making a part of Exhibit C the plats of the Added Property which are attached hereto. Exhibit C, as hereby amended and supplemented, identifies each Added Dwelling Unit in the Added Property and assigns to it an identifying symbol.

4. Amendment of Exhibit D. To reflect the addition of the Added Dwelling Units, the list of the Undivided Interests of the Dwelling Units as shown in Exhibit D to the Condominium Declaration is hereby amended to be as set forth in the Fourth Amended and Restated Exhibit D, which is attached hereto.


5. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Condominium Declaration, as amended by this Supplement, shall run with and bind the Condominium Property, including the Added Property and Added Dwelling Units.

6. Continuation. As expressly hereby amended, the Condominium Declaration shall continue in full force and effect in accordance with its terms.

Dated: October 11, 2005

DECLARANT:

THE RYLAND GROUP, INC.,
a Maryland corporation

By: 

Its: Ass'n Vice President

STATE OF ILLINOIS)

COUNTY OF Cook SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry Cairns of The Ryland Group, Inc., a Maryland corporation ("Corporation") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 11th day of October, 2005.

Jean M Klippstein
Notary Public



**FOURTH AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 100, 101, 102 AND 116 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

100-1	1630 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-2	1628 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-3	1626 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-4	1624 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-5	1622 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-6	1620 EDINBURGH DRIVE, BARTLETT, ILLINOIS
101-1	757 THORNBURY COURT, BARTLETT, ILLINOIS
101-2	755 THORNBURY COURT, BARTLETT, ILLINOIS
101-3	753 THORNBURY COURT, BARTLETT, ILLINOIS
101-4	751 THORNBURY COURT, BARTLETT, ILLINOIS
101-5	749 THORNBURY COURT, BARTLETT, ILLINOIS
101-6	747 THORNBURY COURT, BARTLETT, ILLINOIS
102-1	767 THORNBURY COURT, BARTLETT, ILLINOIS
102-2	765 THORNBURY COURT, BARTLETT, ILLINOIS
102-3	763 THORNBURY COURT, BARTLETT, ILLINOIS
102-4	761 THORNBURY COURT, BARTLETT, ILLINOIS
116-1	1621 EDINBURGH DRIVE, BARTLETT, ILLINOIS
116-2	1623 EDINBURGH DRIVE, BARTLETT, ILLINOIS
116-3	1625 EDINBURGH DRIVE, BARTLETT, ILLINOIS
116-4	1627 EDINBURGH DRIVE, BARTLETT, ILLINOIS

**EXHIBIT C TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Plat of Survey

[See attached]

**FOURTH AMENDED AND RESTATED EXHIBIT D TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Undivided Interests

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
96-1	Chelsea	1.436
96-2	Amherst	1.236
97-1	Easton	1.474
97-2	Amherst	1.236
97-3	Chelsea	1.436
97-4	Dunmore	1.435
97-5	Amherst	1.236
97-6	Chelsea	1.436
98-1	Dunmore	1.435
98-2	Amherst	1.236
98-3	Dunmore	1.435
98-4	Chatham	1.314
98-5	Amherst	1.236
98-6	Easton	1.474
99-1	Dunmore	1.435
99-2	Amherst	1.236
99-3	Chelsea	1.436
99-4	Dunmore	1.435
99-5	Amherst	1.236
99-6	Easton	1.474
100-1	Dunmore	1.435
100-2	Amhurst	1.236
100-3	Dunmore	1.435
100-4	Chatham	1.314
100-5	Amhurst	1.236
100-6	Easton	1.474
101-1	Dunmore	1.435
101-2	Amhurst	1.236
101-3	Dunmore	1.435
101-4	Chatham	1.314
101-5	Amhurst	1.236

Dwelling Unit Number	Model	Undivided Interest (Percentage)
101-6	Easton	1.474
102-1	Easton	1.474
102-2	Dunmore	1.435
102-3	Amhurst	1.236
102-4	Easton	1.474
103-1	Easton	1.474
103-2	Dunmore	1.435
103-3	Amherst	1.236
103-4	Chelsea	1.436
104-1	Dunmore	1.435
104-2	Amherst	1.236
104-3	Chatham	1.314
104-4	Easton	1.474
105-1	Easton	1.474
105-2	Amherst	1.236
105-3	Chelsea	1.436
105-4	Amherst	1.236
105-5	Dunmore	1.435
116-1	Easton	1.474
116-2	Dunmore	1.435
116-3	Amhurst	1.236
116-4	Easton	1.474
117-1	Dunmore	1.435
117-2	Amherst	1.236
117-3	Dunmore	1.435
117-4	Chatham	1.314
117-5	Amherst	1.236
117-6	Easton	1.474
118-1	Easton	1.474
118-2	Amherst	1.236
118-3	Chatham	1.314
118-4	Dunmore	1.435
118-5	Amherst	1.236
118-6	Dunmore	1.435
119-1	Dunmore	1.435
119-2	Amherst	1.236

Dwelling Unit Number	Model	Undivided Interest (Percentage)
119-3	Chatham	1.314
119-4	Easton	1.474
120-1	Easton	1.474
120-2	Dunmore	1.435
120-3	Amherst	1.236
120-4	Easton	1.474
	TOTAL	100.000%

THIS INSTRUMENT PREPARED BY:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431

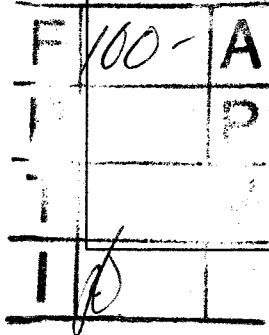


Doc#: 0531939010 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/15/2005 09:18 AM Pg: 1 of 13

AFTER RECORDING RETURN TO:

Jean Marie Klippstein
The Ryland Group, Inc.
1141 E. Main Street, Suite 108
East Dundee, Illinois 60118

PINS: 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000



For Use by the Recorder's Office only.

30084/127

10/20/05

**SUPPLEMENT NO. 5 TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

This Supplement is made and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECORDING FEE 100
DATE 11-15-05 COPIES 6x
OK BY [Signature]

RECITALS

Declarant Recorded the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium (the "Condominium Declaration") on June 17, 2005, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0516803065. The Condominium Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Eight of the Condominium Declaration, Declarant reserved the right and power to add portions of the Development Area from time to time to the Condominium Declaration and submit such portions to the provisions of the Act. Declarant exercised this right and power by recording the following documents:

<u>Name of Document</u>	<u>Recording Date</u>	<u>Recording Number</u>
Supplement No. 1	07/20/2005	0520145010
Supplement No. 2	08/18/2005	0523032010
Supplement No. 3	09/09/2005	0525239001
Supplement No. 4	10/20/2005	0529334034

Declarant desires to once again exercise the right and power reserved in Article Eight of the Condominium Declaration to add and submit certain real estate to the provisions of the Act and the Condominium Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Condominium Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Condominium Declaration.

2. Added Property/Amendment of Exhibit B. The portion of the Development Area which is legally described in the Fifth Amendment to Exhibit B attached hereto is hereby made subject to the Condominium Declaration as "Added Property" and is also submitted to the provisions of the Act. Exhibit B to the Condominium Declaration is hereby amended to include the Added Property which is legally described in the Fifth Amendment to Exhibit B attached hereto.

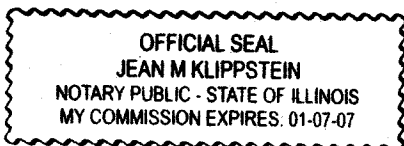
3. The Added Dwelling Units/Amendment of Exhibit C. Exhibit C to the Condominium Declaration is hereby amended by adding to and making a part of Exhibit C the plats of the Added Property which are attached hereto. Exhibit C, as hereby amended and supplemented, identifies each Added Dwelling Unit in the Added Property and assigns to it an identifying symbol.

4. Amendment of Exhibit D. To reflect the addition of the Added Dwelling Units, the list of the Undivided Interests of the Dwelling Units as shown in Exhibit D to the Condominium Declaration is hereby amended to be as set forth in the Fifth Amended and Restated Exhibit D, which is attached hereto.

5. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Condominium Declaration, as amended by this Supplement, shall run with and bind the Condominium Property, including the Added Property and Added Dwelling Units.

6. Continuation. As expressly hereby amended, the Condominium Declaration shall continue in full force and effect in accordance with its terms.

Dated: November 10, 2005



DECLARANT:

THE RYLAND GROUP, INC.,
a Maryland corporation

By: _____

Its: Assist Vice President

STATE OF ILLINOIS)

COUNTY OF COOK)

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry CAWNS of The Ryland Group, Inc., a Maryland corporation ("Corporation") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of November, 2005.

Jean M. Klippstein

Notary Public



**FIFTH AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 106, 107, 108 AND 109 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

106-1	770 THORNBURY COURT, BARTLETT, ILLINOIS
106-2	772 THORNBURY COURT, BARTLETT, ILLINOIS
106-3	774 THORNBURY COURT, BARTLETT, ILLINOIS
106-4	776 THORNBURY COURT, BARTLETT, ILLINOIS
107-1	760 THORNBURY COURT, BARTLETT, ILLINOIS
107-2	762 THORNBURY COURT, BARTLETT, ILLINOIS
107-3	764 THORNBURY COURT, BARTLETT, ILLINOIS
107-4	766 THORNBURY COURT, BARTLETT, ILLINOIS
108-1	750 THORNBURY COURT, BARTLETT, ILLINOIS
108-2	752 THORNBURY COURT, BARTLETT, ILLINOIS
108-3	754 THORNBURY COURT, BARTLETT, ILLINOIS
108-4	756 THORNBURY COURT, BARTLETT, ILLINOIS
109-1	738 THORNBURY COURT, BARTLETT, ILLINOIS
109-2	740 THORNBURY COURT, BARTLETT, ILLINOIS
109-3	742 THORNBURY COURT, BARTLETT, ILLINOIS
109-4	744 THORNBURY COURT, BARTLETT, ILLINOIS
109-5	746 THORNBURY COURT, BARTLETT, ILLINOIS

**EXHIBIT C TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Plat of Survey

[See attached]

**FIFTH AMENDED AND RESTATED EXHIBIT D TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Undivided Interests

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
96-1	Chelsea	1.165
96-2	Amherst	1.002
97-1	Easton	1.194
97-2	Amherst	1.002
97-3	Chelsea	1.165
97-4	Dunmore	1.164
97-5	Amherst	1.002
97-6	Chelsea	1.165
98-1	Dunmore	1.164
98-2	Amherst	1.002
98-3	Dunmore	1.164
98-4	Chatham	1.065
98-5	Amherst	1.002
98-6	Easton	1.194
99-1	Dunmore	1.164
99-2	Amherst	1.002
99-3	Chelsea	1.165
99-4	Dunmore	1.164
99-5	Amherst	1.002
99-6	Easton	1.194
100-1	Dunmore	1.164
100-2	Amhurst	1.002
100-3	Dunmore	1.164
100-4	Chatham	1.065
100-5	Amhurst	1.002
100-6	Easton	1.194
101-1	Dunmore	1.164
101-2	Amhurst	1.002
101-3	Dunmore	1.164
101-4	Chatham	1.065
101-5	Amhurst	1.002

Dwelling Unit Number	Model	Undivided Interest (Percentage)
101-6	Easton	1.194
102-1	Easton	1.194
102-2	Dunmore	1.164
102-3	Amhurst	1.002
102-4	Easton	1.194
103-1	Easton	1.194
103-2	Dunmore	1.164
103-3	Amherst	1.002
103-4	Chelsea	1.165
104-1	Dunmore	1.164
104-2	Amherst	1.002
104-3	Chatham	1.065
104-4	Easton	1.194
105-1	Easton	1.194
105-2	Amherst	1.002
105-3	Chelsea	1.165
105-4	Amherst	1.002
105-5	Dunmore	1.164
106-1	Dunmore	1.164
106-2	Amherst	1.002
106-3	Chatham	1.065
106-4	Easton	1.194
107-1	Easton	1.194
107-2	Dunmore	1.164
107-3	Amherst	1.002
107-4	Easton	1.194
108-1	Dunmore	1.164
108-2	Amherst	1.002
108-3	Chatham	1.065
108-4	Easton	1.194
109-1	Easton	1.194
109-2	Amherst	1.002
109-3	Chelsea	1.165
109-4	Amherst	1.002
109-5	Dunmore	1.164

Dwelling Unit Number	Model	Undivided Interest (Percentage)
116-1	Easton	1.194
116-2	Dunmore	1.164
116-3	Amhurst	1.002
116-4	Easton	1.194
117-1	Dunmore	1.164
117-2	Amherst	1.002
117-3	Dunmore	1.164
117-4	Chatham	1.065
117-5	Amherst	1.002
117-6	Easton	1.194
118-1	Easton	1.194
118-2	Amherst	1.002
118-3	Chatham	1.065
118-4	Dunmore	1.164
118-5	Amherst	1.002
118-6	Dunmore	1.164
119-1	Dunmore	1.164
119-2	Amherst	1.002
119-3	Chatham	1.065
119-4	Easton	1.194
120-1	Easton	1.194
120-2	Dunmore	1.164
120-3	Amherst	1.002
120-4	Easton	1.194
	TOTAL	100.000%

THIS INSTRUMENT PREPARED BY:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431

AFTER RECORDING RETURN TO:

Jean Marie Klippstein
The Ryland Group, Inc.
1141 E. Main Street, Suite 108
East Dundee, Illinois 60118

PINS: 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000



Doc#: 0535403040 Fee: \$86.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/20/2005 12:33 PM Pg: 1 of 12

F	96	1
P		2
T		3
T	(W)	4

For Use by the Recorder's Office only.

30084/127

11/16//05

**SUPPLEMENT NO. 6 TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

This Supplement is made and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECITALS

Declarant Recorded the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium (the "Condominium Declaration") on June 17, 2005, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0516803065. The Condominium Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Eight of the Condominium Declaration, Declarant reserved the right and power to add portions of the Development Area from time to time to the Condominium Declaration and submit such portions to the provisions of the Act. Declarant exercised this right and power by recording the following documents:

<u>Name of Document</u>	<u>Recording Date</u>	<u>Recording Number</u>
Supplement No. 1	07/20/2005	0520145010
Supplement No. 2	08/18/2005	0523032010
Supplement No. 3	09/09/2005	0525239001
Supplement No. 4	10/20/2005	0529334034
Supplement No. 5	RECORDING FEE 9/11/15/2005	0531939010

DATE 12/20 COPIES 4
OK BY N mcdob

Declarant desires to once again exercise the right and power reserved in Article Eight of the Condominium Declaration to add and submit certain real estate to the provisions of the Act and the Condominium Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Condominium Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Condominium Declaration.

2. Added Property/Amendment of Exhibit B. The portion of the Development Area which is legally described in the Sixth Amendment to Exhibit B attached hereto is hereby made subject to the Condominium Declaration as "Added Property" and is also submitted to the provisions of the Act. Exhibit B to the Condominium Declaration is hereby amended to include the Added Property which is legally described in the Sixth Amendment to Exhibit B attached hereto.

3. The Added Dwelling Units/Amendment of Exhibit C. Exhibit C to the Condominium Declaration is hereby amended by adding to and making a part of Exhibit C the plats of the Added Property which are attached hereto. Exhibit C, as hereby amended and supplemented, identifies each Added Dwelling Unit in the Added Property and assigns to it an identifying symbol.

4. Amendment of Exhibit D. To reflect the addition of the Added Dwelling Units, the list of the Undivided Interests of the Dwelling Units as shown in Exhibit D to the Condominium Declaration is hereby amended to be as set forth in the Sixth Amended and Restated Exhibit D, which is attached hereto.

5. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Condominium Declaration, as amended by this Supplement, shall run with and bind the Condominium Property, including the Added Property and Added Dwelling Units.

6. Continuation. As expressly hereby amended, the Condominium Declaration shall continue in full force and effect in accordance with its terms.

Dated: December 14, 2005

DECLARANT:

THE RYLAND GROUP, INC.,

a Maryland corporation

By: 

Its: Assn't Vice President

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry CAVAS of The Ryland Group, Inc., a Maryland corporation ("Corporation") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of December, 2005.

Jean M. Klippstein

Notary Public



**SIXTH AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 110, 114 AND 115 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

110-1	730 THORNBURY ROAD, BARTLETT, ILLINOIS
110-2	732 THORNBURY ROAD, BARTLETT, ILLINOIS
110-3	734 THORNBURY ROAD, BARTLETT, ILLINOIS
110-4	736 THORNBURY ROAD, BARTLETT, ILLINOIS
114-1	727 THORNBURY ROAD, BARTLETT, ILLINOIS
114-2	725 THORNBURY ROAD, BARTLETT, ILLINOIS
114-3	723 THORNBURY ROAD, BARTLETT, ILLINOIS
114-4	721 THORNBURY ROAD, BARTLETT, ILLINOIS
115-1	737 THORNBURY ROAD, BARTLETT, ILLINOIS
115-2	735 THORNBURY ROAD, BARTLETT, ILLINOIS
115-3	733 THORNBURY ROAD, BARTLETT, ILLINOIS
115-4	731 THORNBURY ROAD, BARTLETT, ILLINOIS

**EXHIBIT C TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Plat of Survey

[See attached]

**SIXTH AMENDED AND RESTATED EXHIBIT D TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Undivided Interests

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
96-1	Chelsea	1.026
96-2	Amherst	.885
97-1	Easton	1.052
97-2	Amherst	.885
97-3	Chelsea	1.026
97-4	Dunmore	1.026
97-5	Amherst	.885
97-6	Chelsea	1.026
98-1	Dunmore	1.026
98-2	Amherst	.885
98-3	Dunmore	1.026
98-4	Chatham	.939
98-5	Amherst	.885
98-6	Easton	1.052
99-1	Dunmore	1.026
99-2	Amherst	.885
99-3	Chelsea	1.026
99-4	Dunmore	1.026
99-5	Amherst	.885
99-6	Easton	1.052
100-1	Dunmore	1.026
100-2	Amherst	.885
100-3	Dunmore	1.026
100-4	Chatham	.939
100-5	Amherst	.885
100-6	Easton	1.052
101-1	Dunmore	1.026
101-2	Amherst	.885
101-3	Dunmore	1.026
101-4	Chatham	.939
101-5	Amherst	.885
101-6	Easton	1.052

Dwelling Unit Number	Model	Undivided Interest (Percentage)
102-1	Easton	1.052
102-2	Dunmore	1.026
102-3	Amherst	.885
102-4	Easton	1.052
103-1	Easton	1.052
103-2	Dunmore	1.026
103-3	Amherst	.885
103-4	Chelsea	1.026
104-1	Dunmore	1.026
104-2	Amherst	.885
104-3	Chatham	.939
104-4	Easton	1.052
105-1	Easton	1.052
105-2	Amherst	.885
105-3	Chelsea	1.026
105-4	Amherst	.885
105-5	Dunmore	1.026
106-1	Dunmore	1.026
106-2	Amherst	.885
106-3	Chatham	.939
106-4	Easton	1.052
107-1	Easton	1.052
107-2	Dunmore	1.026
107-3	Amherst	.885
107-4	Easton	1.052
108-1	Dunmore	1.026
108-2	Amherst	.885
108-3	Chatham	.939
108-4	Easton	1.052
109-1	Easton	1.052
109-2	Amherst	.885
109-3	Chelsea	1.026
109-4	Amherst	.885
109-5	Dunmore	1.026
110-1	Dunmore	1.026
110-2	Amherst	.885

Dwelling Unit Number	Model	Undivided Interest (Percentage)
110-3	Chatham	.939
110-4	Easton	1.052
114-1	Easton	1.052
114-2	Dunmore	1.026
114-3	Amherst	.885
114-4	Easton	1.052
115-1	Dunmore	1.026
115-2	Amherst	.885
115-3	Chatham	.939
115-4	Easton	1.052
116-1	Easton	1.052
116-2	Dunmore	1.026
116-3	Amherst	.885
116-4	Easton	1.052
117-1	Dunmore	1.026
117-2	Amherst	.885
117-3	Dunmore	1.026
117-4	Chatham	.939
117-5	Amherst	.885
117-6	Easton	1.052
118-1	Easton	1.052
118-2	Amherst	.885
118-3	Chatham	.939
118-4	Dunmore	1.026
118-5	Amherst	.885
118-6	Dunmore	1.026
119-1	Dunmore	1.026
119-2	Amherst	.885
119-3	Chatham	.939
119-4	Easton	1.052
120-1	Easton	1.052
120-2	Dunmore	1.026
120-3	Amherst	.885
120-4	Easton	1.052
	TOTAL	100.000%

THIS INSTRUMENT PREPARED BY:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431

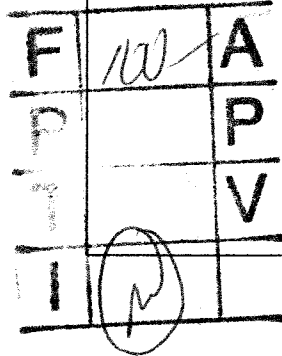


Doc#: 0601332000 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/13/2006 09:03 AM Pg: 1 of 13

AFTER RECORDING RETURN TO:

Jean Marie Klippstein
The Ryland Group, Inc.
1141 E. Main Street, Suite 108
East Dundee, Illinois 60118

PINS: 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000



For Use by the Recorder's Office only.

30084/127

12/15/05

**SUPPLEMENT NO. 7 TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

This Supplement is made and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECITALS

Declarant Recorded the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium (the "Condominium Declaration") on June 17, 2005, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0516803065. The Condominium Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Eight of the Condominium Declaration, Declarant reserved the right and power to add portions of the Development Area from time to time to the Condominium Declaration and submit such portions to the provisions of the Act. Declarant exercised this right and power by recording the following documents:

<u>Name of Document</u>	<u>Recording Date</u>	<u>Recording Number</u>
Supplement No. 1	07/20/2005	0520145010
Supplement No. 2	08/18/2005	0523032010
Supplement No. 3	09/09/2005	0525239001
Supplement No. 4	10/20/2005	0529334034
Supplement No. 5	11/15/2005	0531939010
Supplement No. 6	12/12/2005	0535403040

RECORDING FEE 100
DATE 1/13 COPIES 0
PK BY N. Mada

Declarant desires to once again exercise the right and power reserved in Article Eight of the Condominium Declaration to add and submit certain real estate to the provisions of the Act and the Condominium Declaration.

NOW, THEREFORE, Declarant does hereby supplement and amend the Condominium Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Condominium Declaration.

2. Added Property/Amendment of Exhibit B. The portion of the Development Area which is legally described in the Seventh Amendment to Exhibit B attached hereto is hereby made subject to the Condominium Declaration as "Added Property" and is also submitted to the provisions of the Act. Exhibit B to the Condominium Declaration is hereby amended to include the Added Property which is legally described in the Seventh Amendment to Exhibit B attached hereto.

3. The Added Dwelling Units/Amendment of Exhibit C. Exhibit C to the Condominium Declaration is hereby amended by adding to and making a part of Exhibit C the plats of the Added Property which are attached hereto. Exhibit C, as hereby amended and supplemented, identifies each Added Dwelling Unit in the Added Property and assigns to it an identifying symbol.

4. Amendment of Exhibit D. To reflect the addition of the Added Dwelling Units, the list of the Undivided Interests of the Dwelling Units as shown in Exhibit D to the Condominium Declaration is hereby amended to be as set forth in the Seventh Amended and Restated Exhibit D, which is attached hereto.

5. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Condominium Declaration, as amended by this Supplement, shall run with and bind the Condominium Property, including the Added Property and Added Dwelling Units.

6. Continuation. As expressly hereby amended, the Condominium Declaration shall continue in full force and effect in accordance with its terms.

Dated: 1/10, 2005^{le}

DECLARANT:

THE RYLAND GROUP, INC.,
a Maryland corporation

By: 

Its: Asst. Vice President

STATE OF ILLINOIS)

COUNTY OF Cook) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Terry CALIAS of The Ryland Group, Inc., a Maryland corporation ("Corporation") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 10th day of January, 2005⁶

Jean M Klippstein

Notary Public



**SEVENTH AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 111, 112 AND 113 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

111-1	712 THORNBURY ROAD, BARTLETT, ILLINOIS
111-2	714 THORNBURY ROAD, BARTLETT, ILLINOIS
111-3	716 THORNBURY ROAD, BARTLETT, ILLINOIS
111-4	718 THORNBURY ROAD, BARTLETT, ILLINOIS
111-5	720 THORNBURY ROAD, BARTLETT, ILLINOIS
111-6	722 THORNBURY ROAD, BARTLETT, ILLINOIS
112-1	700 THORNBURY ROAD, BARTLETT, ILLINOIS
112-2	702 THORNBURY ROAD, BARTLETT, ILLINOIS
112-3	704 THORNBURY ROAD, BARTLETT, ILLINOIS
112-4	706 THORNBURY ROAD, BARTLETT, ILLINOIS
112-5	708 THORNBURY ROAD, BARTLETT, ILLINOIS
112-6	710 THORNBURY ROAD, BARTLETT, ILLINOIS
113-1	711 THORNBURY ROAD, BARTLETT, ILLINOIS
113-2	709 THORNBURY ROAD, BARTLETT, ILLINOIS
113-3	707 THORNBURY ROAD, BARTLETT, ILLINOIS
113-4	705 THORNBURY ROAD, BARTLETT, ILLINOIS
113-5	703 THORNBURY ROAD, BARTLETT, ILLINOIS
113-6	701 THORNBURY ROAD, BARTLETT, ILLINOIS

**EXHIBIT C TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Plat of Survey

[See attached]

**SEVENTH AMENDED AND RESTATED EXHIBIT D TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Undivided Interests

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
96-1	Chelsea	.873
96-2	Amherst	.752
97-1	Easton	.896
97-2	Amherst	.752
97-3	Chelsea	.873
97-4	Dunmore	.873
97-5	Amherst	.752
97-6	Chelsea	.873
98-1	Dunmore	.873
98-2	Amherst	.752
98-3	Dunmore	.873
98-4	Chatham	.799
98-5	Amherst	.752
98-6	Easton	.896
99-1	Dunmore	.873
99-2	Amherst	.752
99-3	Chelsea	.873
99-4	Dunmore	.873
99-5	Amherst	.752
99-6	Easton	.896
100-1	Dunmore	.873
100-2	Amherst	.752
100-3	Dunmore	.873
100-4	Chatham	.800
100-5	Amherst	.752
100-6	Easton	.896
101-1	Dunmore	.873
101-2	Amherst	.752
101-3	Dunmore	.873
101-4	Chatham	.800
101-5	Amherst	.752
101-6	Easton	.896

Dwelling Unit Number	Model	Undivided Interest (Percentage)
102-1	Easton	.896
102-2	Dunmore	.873
102-3	Amherst	.752
102-4	Easton	.896
103-1	Easton	.896
103-2	Dunmore	.873
103-3	Amherst	.752
103-4	Chelsea	.873
104-1	Dunmore	.873
104-2	Amherst	.752
104-3	Chatham	.800
104-4	Easton	.896
105-1	Easton	.896
105-2	Amherst	.752
105-3	Chelsea	.873
105-4	Amherst	.752
105-5	Dunmore	.873
106-1	Dunmore	.873
106-2	Amherst	.752
106-3	Chatham	.800
106-4	Easton	.896
107-1	Easton	.896
107-2	Dunmore	.873
107-3	Amherst	.752
107-4	Easton	.896
108-1	Dunmore	.873
108-2	Amherst	.752
108-3	Chatham	.800
108-4	Easton	.896
109-1	Easton	.896
109-2	Amherst	.752
109-3	Chelsea	.873
109-4	Amherst	.752
109-5	Dunmore	.873

Dwelling Unit Number	Model	Undivided Interest (Percentage)
110-1	Dunmore	.873
110-2	Amherst	.752
110-3	Chatham	.800
110-4	Easton	.896
111-1	Easton	.896
111-2	Amherst	.752
111-3	Chatham	.800
111-4	Dunmore	.873
111-5	Amherst	.752
111-6	Dunmore	.873
112-1	Dunmore	.873
112-2	Amherst	.752
112-3	Dunmore	.873
112-4	Chatham	.800
112-5	Amherst	.752
112-6	Easton	.896
113-1	Easton	.896
113-2	Amherst	.752
113-3	Chelsea	.873
113-4	Dunmore	.873
113-5	Amherst	.752
113-6	Chelsea	.873
114-1	Easton	.896
114-2	Dunmore	.873
114-3	Amherst	.752
114-4	Easton	.896
115-1	Dunmore	.873
115-2	Amherst	.752
115-3	Chatham	.800
115-4	Easton	.896
116-1	Easton	.896
116-2	Dunmore	.873
116-3	Amherst	.752
116-4	Easton	.896

Dwelling Unit Number	Model	Undivided Interest (Percentage)
117-1	Dunmore	.873
117-2	Amherst	.752
117-3	Dunmore	.873
117-4	Chatham	.800
117-5	Amherst	.752
117-6	Easton	.896
118-1	Easton	.896
118-2	Amherst	.752
118-3	Chatham	.800
118-4	Dunmore	.873
118-5	Amherst	.752
118-6	Dunmore	.873
119-1	Dunmore	.873
119-2	Amherst	.752
119-3	Chatham	.800
119-4	Easton	.896
120-1	Easton	.896
120-2	Dunmore	.873
120-3	Amherst	.752
120-4	Easton	.896
	TOTAL	100.000%

**FIRST AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 119 AND 120 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

119-1	680 LAMBERT LANE, BARTLETT, ILLINOIS
119-2	682 LAMBERT LANE, BARTLETT, ILLINOIS
119-3	684 LAMBERT LANE, BARTLETT, ILLINOIS
119-4	686 LAMBERT LANE, BARTLETT, ILLINOIS
120-1	670 LAMBERT LANE, BARTLETT, ILLINOIS
120-2	672 LAMBERT LANE, BARTLETT, ILLINOIS
120-3	674 LAMBERT LANE, BARTLETT, ILLINOIS
120-4	676 LAMBERT LANE, BARTLETT, ILLINOIS

**SECOND AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 99 AND 117 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

99-1	1610 EDINBURGH DRIVE, BARTLETT, ILLINOIS
99-2	1608 EDINBURGH DRIVE, BARTLETT, ILLINOIS
99-3	1606 EDINBURGH DRIVE, BARTLETT, ILLINOIS
99-4	1604 EDINBURGH DRIVE, BARTLETT, ILLINOIS
99-5	1602 EDINBURGH DRIVE, BARTLETT, ILLINOIS
99-6	1600 EDINBURGH DRIVE, BARTLETT, ILLINOIS
117-1	1601 EDINBURGH DRIVE, BARTLETT, ILLINOIS
117-2	1603 EDINBURGH DRIVE, BARTLETT, ILLINOIS
117-3	1605 EDINBURGH DRIVE, BARTLETT, ILLINOIS
117-4	1607 EDINBURGH DRIVE, BARTLETT, ILLINOIS
117-5	1609 EDINBURGH DRIVE, BARTLETT, ILLINOIS
117-6	1611 EDINBURGH DRIVE, BARTLETT, ILLINOIS

**THIRD AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 103, 104 AND 105 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

103-1	777 THORNBURY COURT, BARTLETT, ILLINOIS
103-2	775 THORNBURY COURT, BARTLETT, ILLINOIS
103-3	773 THORNBURY COURT, BARTLETT, ILLINOIS
103-4	771 THORNBURY COURT, BARTLETT, ILLINOIS
104-1	787 THORNBURY COURT, BARTLETT, ILLINOIS
104-2	785 THORNBURY COURT, BARTLETT, ILLINOIS
104-3	783 THORNBURY COURT, BARTLETT, ILLINOIS
104-4	781 THORNBURY COURT, BARTLETT, ILLINOIS
105-1	780 THORNBURY COURT, BARTLETT, ILLINOIS
105-2	782 THORNBURY COURT, BARTLETT, ILLINOIS
105-3	784 THORNBURY COURT, BARTLETT, ILLINOIS
105-4	786 THORNBURY COURT, BARTLETT, ILLINOIS
105-5	788 THORNBURY COURT, BARTLETT, ILLINOIS

**FOURTH AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOTS 100, 101, 102 AND 116 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE FOURTH PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

100-1	1630 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-2	1628 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-3	1626 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-4	1624 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-5	1622 EDINBURGH DRIVE, BARTLETT, ILLINOIS
100-6	1620 EDINBURGH DRIVE, BARTLETT, ILLINOIS
101-1	757 THORNBURY COURT, BARTLETT, ILLINOIS
101-2	755 THORNBURY COURT, BARTLETT, ILLINOIS
101-3	753 THORNBURY COURT, BARTLETT, ILLINOIS
101-4	751 THORNBURY COURT, BARTLETT, ILLINOIS
101-5	749 THORNBURY COURT, BARTLETT, ILLINOIS
101-6	747 THORNBURY COURT, BARTLETT, ILLINOIS
102-1	767 THORNBURY COURT, BARTLETT, ILLINOIS
102-2	765 THORNBURY COURT, BARTLETT, ILLINOIS
102-3	763 THORNBURY COURT, BARTLETT, ILLINOIS
102-4	761 THORNBURY COURT, BARTLETT, ILLINOIS
116-1	1621 EDINBURGH DRIVE, BARTLETT, ILLINOIS
116-2	1623 EDINBURGH DRIVE, BARTLETT, ILLINOIS
116-3	1625 EDINBURGH DRIVE, BARTLETT, ILLINOIS
116-4	1627 EDINBURGH DRIVE, BARTLETT, ILLINOIS

THIS INSTRUMENT PREPARED BY:

Brian Meltzer
MELTZER, PURTILL & STELLE LLC
1515 East Woodfield Road, 2nd Floor
Schaumburg, Illinois 60173-5431

AFTER RECORDING RETURN TO:

Jean Marie Klippstein
The Ryland Group, Inc.
1141 E.. Main Street, Suite 108
East Dundee, Illinois 60118

PINS: 06-29-100-009-0000
06-29-200-007-0000
06-29-400-007-0000
06-29-400-008-0000

F	104	A
P		P
T	2-17-06	V
I	MP	



Doc#: 0604839000 Fee: \$94.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/17/2006 08:14 AM Pg: 1 of 14

For Use by the Recorder's Office only.

30084/127

01/30/06

**SUPPLEMENT NO. 8 TO DECLARATION
OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

This Supplement is made and entered into by The Ryland Group, Inc., a Maryland corporation ("Declarant").

RECITALS

Declarant Recorded the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominium (the "Condominium Declaration") on June 17, 2005, in the Office of the Recorder of Deeds for Cook County, Illinois, as Document No. 0516803065. The Condominium Declaration submitted certain real estate to the provisions of the Condominium Property Act of the State of Illinois (the "Act") and subjected such real estate to the Condominium Declaration.

In Article Eight of the Condominium Declaration, Declarant reserved the right and power to add portions of the Development Area from time to time to the Condominium Declaration and submit such portions to the provisions of the Act. Declarant exercised this right and power by recording the following documents:

<u>Name of Document</u>	<u>Recording Date</u>	<u>Recording Number</u>
Supplement No. 1	07/20/2005	0520145010
Supplement No. 2	08/18/2005	0523032010
Supplement No. 3	09/09/2005	0525239001
Supplement No. 4	10/20/2005	0529334034
Supplement No. 5	11/15/2005	0531939010

RECORDING FEE 104
DATE 2-17-06 COPIES 4
OK BY MP

Name of Document	Recording Date	Recording Number
Supplement No. 6	___/___/2005	_____
Supplement No. 7	___/___/___	_____

Declarant desires to once again exercise the right and power reserved in Article Eight of the Condominium Declaration to add and submit certain real estate to the provisions of the Act and the Condominium Declaration.


NOW, THEREFORE, Declarant does hereby supplement and amend the Condominium Declaration as follows:

1. Terms. All terms used herein, if not otherwise defined herein, shall have the meanings set forth in the Condominium Declaration.
2. Added Property/Amendment of Exhibit B. The portion of the Development Area which is legally described in the Eighth Amendment to Exhibit B attached hereto is hereby made subject to the Condominium Declaration as "Added Property" and is also submitted to the provisions of the Act. Exhibit B to the Condominium Declaration is hereby amended to include the Added Property which is legally described in the Eighth Amendment to Exhibit B attached hereto.
3. The Added Dwelling Units/Amendment of Exhibit C. Exhibit C to the Condominium Declaration is hereby amended by adding to and making a part of Exhibit C the plats of the Added Property which are attached hereto. Exhibit C, as hereby amended and supplemented, identifies each Added Dwelling Unit in the Added Property and assigns to it an identifying symbol.
4. Amendment of Exhibit D. To reflect the addition of the Added Dwelling Units, the list of the Undivided Interests of the Dwelling Units as shown in Exhibit D to the Condominium Declaration is hereby amended to be as set forth in the Eighth Amended and Restated Exhibit D, which is attached hereto.
5. Covenants to Run With Land. The covenants, conditions, restrictions and easements contained in the Condominium Declaration, as amended by this Supplement, shall run with and bind the Condominium Property, including the Added Property and Added Dwelling Units.
6. Continuation. As expressly hereby amended, the Condominium Declaration shall continue in full force and effect in accordance with its terms.

Dated: 2/14, 2006

DECLARANT:

THE RYLAND GROUP, INC.,
a Maryland corporation

By: 

Its: Asst Vice President

STATE OF ILLINOIS)

COUNTY OF Cook)

SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that TERRY CAWAS of The Ryland Group, Inc., a Maryland corporation ("Corporation") personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 14th day of February, 2006.

Jean M Klippstein

Notary Public



**EIGHTH AMENDMENT TO EXHIBIT B TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

The Parcel

LOT 96, EXCEPT THE SOUTH 54.5 FEET THEREOF, AND ALL OF LOTS 121, 122, 125, 135, 136, 137, 138 AND 139 IN CASTLE CREEK OF BARTLETT, BEING A SUBDIVISION OF PART OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 23, 2004 AS DOCUMENT NUMBER 0417534056, IN COOK COUNTY, ILLINOIS.

ADDRESSES:

96-3 764 LAMBERT LANE, BARTLETT, ILLINOIS
96-4 766 LAMBERT LANE, BARTLETT, ILLINOIS
96-5 768 LAMBERT LANE, BARTLETT, ILLINOIS
96-6 770 LAMBERT LANE, BARTLETT, ILLINOIS

121-1 1600 THORNBURY ROAD, BARTLETT, ILLINOIS
121-2 1602 THORNBURY ROAD, BARTLETT, ILLINOIS
121-3 1604 THORNBURY ROAD, BARTLETT, ILLINOIS
121-4 1606 THORNBURY ROAD, BARTLETT, ILLINOIS
121-5 1608 THORNBURY ROAD, BARTLETT, ILLINOIS

122-1 1610 THORNBURY ROAD, BARTLETT, ILLINOIS
122-2 1612 THORNBURY ROAD, BARTLETT, ILLINOIS
122-3 1614 THORNBURY ROAD, BARTLETT, ILLINOIS
122-4 1618 THORNBURY ROAD, BARTLETT, ILLINOIS
122-5 1620 THORNBURY ROAD, BARTLETT, ILLINOIS

**EXHIBIT C TO
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Plat of Survey

[See attached]

**EIGHTH AMENDED AND RESTATED EXHIBIT D TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP FOR
CASTLE CREEK OF BARTLETT CONDOMINIUM**

Undivided Interests

<u>Dwelling Unit Number</u>	<u>Model</u>	<u>Undivided Interest (Percentage)</u>
96-1	Chelsea	0.782%
96-2	Amherst	0.673%
96-3	Dunmore	0.782%
96-4	Chelsea	0.782%
96-5	Amherst	0.673%
96-6	Easton	0.803%
97-1	Easton	0.803%
97-2	Amherst	0.673%
97-3	Chelsea	0.782%
97-4	Dunmore	0.782%
97-5	Amherst	0.673%
97-6	Chelsea	0.782%
98-1	Dunmore	0.782%
98-2	Amherst	0.673%
98-3	Dunmore	0.782%
98-4	Chatham	0.715%
98-5	Amherst	0.673%
98-6	Easton	0.803%
99-1	Dunmore	0.782%
99-2	Amherst	0.673%
99-3	Chelsea	0.782%
99-4	Dunmore	0.782%
99-5	Amherst	0.673%
99-6	Easton	0.803%
100-1	Dunmore	0.782%
100-2	Amherst	0.673%
100-3	Dunmore	0.782%
100-4	Chatham	0.715%
100-5	Amherst	0.673%
100-6	Easton	0.803%
101-1	Dunmore	0.782%
101-2	Amherst	0.673%

Dwelling Unit Number	Model	Undivided Interest (Percentage)
101-3	Dunmore	0.782%
101-4	Chatham	0.714%
101-5	Amherst	0.673%
101-6	Easton	0.803%
102-1	Easton	0.803%
102-2	Dunmore	0.782%
102-3	Amherst	0.673%
102-4	Easton	0.803%
103-1	Easton	0.803%
103-2	Dunmore	0.782%
103-3	Amherst	0.673%
103-4	Chelsea	0.782%
104-1	Dunmore	0.782%
104-2	Amherst	0.673%
104-3	Chatham	0.714%
104-4	Easton	0.803%
105-1	Easton	0.803%
105-2	Amherst	0.673%
105-3	Chelsea	0.782%
105-4	Amherst	0.673%
105-5	Dunmore	0.782%
106-1	Dunmore	0.782%
106-2	Amherst	0.673%
106-3	Chatham	0.714%
106-4	Easton	0.803%
107-1	Easton	0.803%
107-2	Dunmore	0.782%
107-3	Amherst	0.673%
107-4	Easton	0.803%
108-1	Dunmore	0.782%
108-2	Amherst	0.673%
108-3	Chatham	0.714%
108-4	Easton	0.803%
109-1	Easton	0.803%
109-2	Amherst	0.673%
109-3	Chelsea	0.782%

Dwelling Unit Number	Model	Undivided Interest (Percentage)
109-4	Amherst	0.673%
109-5	Dunmore	0.782%
110-1	Dunmore	0.782%
110-2	Amherst	0.673%
110-3	Chatham	0.714%
110-4	Easton	0.803%
111-1	Easton	0.803%
111-2	Amherst	0.673%
111-3	Chatham	0.714%
111-4	Dunmore	0.782%
111-5	Amherst	0.673%
111-6	Dunmore	0.782%
112-1	Dunmore	0.782%
112-2	Amherst	0.673%
112-3	Dunmore	0.782%
112-4	Chatham	0.714%
112-5	Amherst	0.673%
112-6	Easton	0.803%
113-1	Easton	0.803%
113-2	Amherst	0.673%
113-3	Chelsea	0.782%
113-4	Dunmore	0.782%
113-5	Amherst	0.673%
113-6	Chelsea	0.782%
114-1	Easton	0.803%
114-2	Dunmore	0.782%
114-3	Amherst	0.673%
114-4	Easton	0.803%
115-1	Dunmore	0.782%
115-2	Amherst	0.673%
115-3	Chatham	0.714%
115-4	Easton	0.803%
116-1	Easton	0.803%
116-2	Dunmore	0.782%
116-3	Amherst	0.673%
116-4	Easton	0.803%

Dwelling Unit Number	Model	Undivided Interest (Percentage)
117-1	Dunmore	0.782%
117-2	Amherst	0.673%
117-3	Dunmore	0.782%
117-4	Chatham	0.714%
117-5	Amherst	0.673%
117-6	Easton	0.803%
118-1	Easton	0.803%
118-2	Amherst	0.673%
118-3	Chatham	0.714%
118-4	Dunmore	0.782%
118-5	Amherst	0.673%
118-6	Dunmore	0.782%
119-1	Dunmore	0.782%
119-2	Amherst	0.673%
119-3	Chatham	0.714%
119-4	Easton	0.803%
120-1	Easton	0.803%
120-2	Dunmore	0.782%
120-3	Amherst	0.673%
120-4	Easton	0.803%
121-1	Easton	0.803%
121-2	Amherst	0.673%
121-3	Chelsea	0.782%
121-4	Amherst	0.673%
121-5	Dunmore	0.782%
122-1	Easton	0.803%
122-2	Amherst	0.673%
122-3	Chelsea	0.782%
122-4	Amherst	0.673%
122-5	Dunmore	0.782%
	TOTAL	100.000%

N01251

N01251

PIPELINE EASEMENT AGREEMENT

The Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation ("Metra"), whose address is 547 West Jackson Boulevard, Chicago, Illinois 60661, hereby grants to the Village of Bartlett, a municipality of Illinois with offices located at 228 S. Main Street, Bartlett, Illinois 60103 ("Grantee"), a non-exclusive easement, being five (5) feet in width for pipeline purposes ("Easement") and no other purpose, along the right of way and tracks (or track, as the case may be) of Metra located in Bartlett, Illinois delineated on the plat attached to and made a part of this Easement as Exhibit "A" ("Premises") together with the right of reasonable access thereto for the purpose of exercising the rights and privileges granted in this Easement. Metra and Grantee are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties".

That for and in consideration of payments to be made to Metra by Grantee, as hereinafter set forth, and also of the covenants and agreements hereinafter stated, Metra hereby grants to Grantee the right to install a thirty (30) inch pipeline, for the purpose of transporting ^{storm} _{water} ("Pipeline") and thereafter to maintain, operate and renew the same during the continuance of this Easement, across, underneath or along the Premises.

This Easement is granted upon the following express conditions, terms and covenants to be observed, kept and performed by Grantee:

1. (a) As one of the considerations for this Easement, Grantee agrees to pay to Metra the sum of \$1,200.00 for the cost of preparing this Easement, payable in advance
- (b) Additionally, Grantee shall pay to Metra as fair and reasonable compensation an annual Easement fee in the amount of \$2,000.00, which Easement fee shall be increased annually at a rate of three percent (3%), payable on or before the first day of the month following the month of execution of this Agreement in every calendar year of the term of this Easement ("Easement Fee"). Furthermore, Metra shall have the option to increase the amount of the annual Easement Fee in accordance with Metra's scheduled rates or market conditions every five (5) years of the term of this Agreement by sending Grantee written notice of its intention to increase said Easement Fee at

least sixty (60) days prior to the completion of each such five (5) year term. In the event this Easement is terminated prior to the end of a calendar year for which the Easement Fee has been paid in advance, unearned rent paid for the period subsequent to the termination date or the last day Grantee occupies the Premises, whichever is later, shall be refunded to Grantee.

(c) Metra's right to adjust the Easement Fee in accordance with the terms of this Agreement shall not be invalidated or waived, or deemed to be invalidated or waived, by reason of Metra's delay in issuing an adjusted Easement Fee bill to Grantee and Metra's failure to send Grantee an adjusted Easement Fee bill shall be without prejudice to the right of Metra to send an adjusted Easement Fee bill to Grantee in subsequent years.

2. Said Pipeline shall be installed and constructed in accordance with the specifications and notes set forth on Exhibit "A". The installation of said Pipeline, including the digging and filling of any trench and the time and manner of doing all of the work or of any maintenance, repairs, replacements or renewals upon the Premises, shall be as directed by Metra's authorized representatives. All of said work shall be done at Grantee's sole cost and expense, in a good and workmanlike manner, and in accordance with plans, specifications, and profiles to be prepared by Grantee and submitted for approval to Metra's authorized representatives, and until such approval is given, said work upon the Premises shall not be commenced by Grantee.

3. Upon completion of the initial installation and construction of the Pipeline, and upon completion of any subsequent installation, reconstruction, maintenance, repair or replacement of the Pipeline, Grantee, at its own cost and expense, shall remove any debris and restore, or cause to be restored to the reasonable satisfaction of Metra, the Premises and any other affected portion of Metra's property ("**Property**") as nearly as may be, to the same or better condition than that which existed immediately prior to commencement of such activities by Grantee. In the event Grantee fails to cause the Premises and the Property to be restored to the reasonable satisfaction of Metra as provided for herein, Metra shall have the right to restore the Premises and the Property and Grantee shall reimburse Metra for all costs and expenses incurred by Metra in its performance of the obligations imposed upon Grantee hereunder.

4. Metra shall permit Grantee reasonable right of entry to the Premises for the purpose of installing, constructing, replacing, repairing, maintaining and operating said Pipeline. Metra may, however, restrict the location of entry points or access on or over the Premises.

5. Any rights to the Premises not specifically granted to Grantee herein are reserved to Metra and its successors and/or assigns. The Pipeline shall be installed, constructed, repaired, maintained and operated in a manner so as not to interfere with efficient rail operations or any other business operations or activities being conducted by Metra or Metra's tenants or permittees on the Premises and so as not to prevent or unreasonably interfere with use and enjoyment of the Premises by Metra, its employees, agents or permittees for the purpose(s) to which the Premises is now, or may hereafter be committed by Metra. Metra shall have the right to retain the existing tracks and other improvements at the location of this Pipeline on or adjacent to the Premises and also shall have

authority from and against any and all claims, demands or liabilities imposed upon them by law or otherwise of every kind, nature and character on account of personal injuries, including death at any time resulting therefrom, and on account of damage to or destruction of property arising out of or in any way relating to or occurring in connection with the use of the Premises for the purposes set forth in this Agreement, which may occur to or be incurred by Grantee, its employees, officers, agents and all other persons acting on Grantee's behalf while on the Premises or the Property, or arising from the condition of the Premises during the term of this Agreement, whether or not such injuries or damages are caused by the actions, omissions or negligence of Metra, the RTA, or the NIRCRC. Notwithstanding anything in this Easement to the contrary, the releases and waivers contained in this paragraph shall survive termination of this Easement.

14. To the fullest extent permitted by law, Grantee agrees to indemnify, defend and hold harmless Metra, the RTA and the NIRCRC, their respective directors, administrators, officers, agents, employees, successors, assigns and all other persons, firms and corporations acting on their behalf or with their authority, from and against any and all injuries, liabilities, losses, damages, costs, payments and expenses of every kind and nature (including court costs and attorneys' fees) as a result of claims, demands, actions, suits, proceedings, judgments or settlements, arising out of or in any way relating to or occurring in connection with Grantee's use of the Premises for the purposes set forth in this Agreement or the condition of the Premises, which may occur to or be incurred by Grantee, its employees, officers, agents, and all other persons acting on its behalf while on the Premises or the Property, whether or not such injuries, liabilities, losses, damages, costs, payments or expenses are caused by the actions, omissions or negligence of Metra, the RTA or the NIRCRC. Metra agrees to notify Grantee in writing within a reasonable time of any claim of which it becomes aware which may fall within this indemnity provision. Grantee further agrees to defend Metra, the RTA, the NIRCRC, their respective directors, administrators, officers, agents and employees against any claims, suits, actions or proceedings filed against any of them with respect to the subject matter of this indemnity provision, whether such claims, suits, actions or proceedings are rightfully or wrongfully made or filed; provided, however, that Metra, the RTA and the NIRCRC, may elect to participate in the defense thereof at their own expense or may, at their own expense, employ attorneys of their own selection to appear and defend the same on behalf of Metra, the RTA, the NIRCRC, and their respective directors, administrators, officers, agents or employees. Grantee shall not enter into any compromise, or settlement of any such claims, suits, actions or proceedings without the consent of Metra, the RTA and the NIRCRC, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained in this Agreement, the indemnities contained in this paragraph shall survive termination of this Easement and the indemnification and hold harmless provisions set forth in this Agreement shall not be construed as an indemnification or hold harmless against and from the negligence of Metra, the RTA or the NIRCRC with respect to any construction work performed by Grantee or those performing on behalf of or with the authority of Grantee in violation of the Illinois Construction Contract Indemnification for Negligence Act.

15. Prior to entering upon the Premises, Licensee agrees to furnish insurance in form and in such amounts as required by Metra's Risk Management Department (312-322-6991) and shall deliver to Metra's Risk Management Department certificates of insurance or such other documenta-

tion acceptable to Metra's Risk Management Department evidencing the acquisition of the required insurance to construct, install, use, maintain, repair, replace, operate and renew the Pipeline in accordance with the terms of this Easement.

To the fullest extent permitted by law, during all periods that Grantee or those persons authorized by or acting on behalf of Grantee are on the Premises to perform or cause to be performed any installation, construction, maintenance, or repair with respect to the Pipeline, Grantee shall cause each of Metra, the NIRCRC and the RTA to be designated as additional insureds on all insurance policies relating to the Premises and shall provide proof thereof to Metra prior to entering upon the Premises. At a minimum, Grantee shall obtain and keep in force the following insurance relating to the Premises:

- a. Worker's Compensation (Coverage A) in an amount no less than required under State law. Additionally, Employer's Liability (Coverage B) in an amount no less than Five Hundred Thousand Dollars (\$500,000.00);
- b. Comprehensive Automotive Liability Insurance with coverage of no less than Two Million Five Hundred Thousand Dollars (\$2,500,000) combined single limit;
- c. Commercial General Liability with coverage of no less than Two Million Five Hundred Thousand Dollars (\$2,500,000) per occurrence; and
- d. Railroad Protective Public Liability Insurance (AAR-AASHTO form) in the name of Metra, the RTA, the NIRCRC, (additional railroad(s) at Metra's discretion), providing for a limit of no less than Two Million Dollars (\$2,000,000.00) single limit, bodily injury and/or property damage combined, for damages arising out of bodily injuries to or death of any person in any one occurrence and for damage to or destruction of property, including the loss of use thereof, in any one occurrence. Grantee will furnish such insurance with an aggregate of no less than Six Million Dollars (\$6,000,000.00) for all damages as a result of more than one occurrence.

Grantee or its contractor(s) shall not commence any work until it has obtained and provided the required insurance and has received approval of same by Metra. All policies must be in full force at the time of submission and shall not be canceled, modified, limited or allowed to expire without having given Metra thirty (30) days prior written notice of such. Notice must be sent via certified mail to: Metra, Attention: Director, Risk Management, 15th Floor, 547 West Jackson Boulevard, Chicago, Illinois 60661.

Grantee's failure to obtain or to cause its contractors to obtain proper insurance coverage or to insure Metra, the NIRCRC or the RTA as additional insureds shall not, at any time, operate as a waiver of each Grantor's right to indemnification and defense against any claims, damages or injuries covered under the terms and provisions of this Agreement. During the term, Metra may make commercially reasonable increases in the amount of insurance required by Grantee or its contractor(s) and/or sub-contractor(s) under the terms and provisions of this Agreement.

16. This Easement may be terminated by Metra effective sixty (60) days after giving notice to Grantee if the Premises, or any portion thereof, is needed for any Metra or railroad purposes as determined by Metra in its sole discretion or immediately upon notice to Grantee if Grantee ceases to operate or maintain the Pipeline or violates any of the terms, conditions or provisions set forth in this Easement. In case of termination, Grantee shall remove from the Premises said Pipeline and shall restore said Premises to the same or better condition than that which existed prior to the construction and installation of said Pipeline; or upon failure, neglect or refusal of Grantee to do so, Metra may make or cause to be made such removal and restoration, and the total cost hereof shall be paid by Grantee; or, if Metra shall so elect, it may treat the said Pipeline as abandoned by Grantee and may make such disposition thereof as it may see fit. All rights and interest in and to said Premises shall revert to Metra if Grantee vacates, abandons or ceases to use the Premises for a period of twelve (12) consecutive months. In such event, Grantee shall, upon Metra's request, execute appropriate documents releasing Grantee's interests.

17. This Easement and all of the terms, conditions, rights and obligations herein contained shall inure to and be binding upon the Parties, their respective legal representatives, lessees, permittees, successors and/or assigns whether hereinabove so stated or not; but it is distinctly agreed that Grantee shall not assign its rights under this Easement without first having received the prior written consent of Metra. It is Grantee's responsibility to give Metra notice of any change in the identity of the Grantee. In the event Grantee fails to obtain the required consent to assign its rights or fails to notify Metra of a change in the Grantee under this Agreement, Metra may terminate this Agreement or, alternatively, charge Grantee a fee of Fifty Dollars (\$50) per day from the date of the actual assignment or change in Grantee until the date Grantee furnishes to Metra the request for consent to the assignment or notice of the change in Grantee.

18. All payments required to be made by Grantee to Metra under the terms, conditions or provisions of this Easement shall be made within sixty (60) days of Grantee's receipt of any demand or invoice from Metra evidencing the amount of the indebtedness due. Payments not made within said sixty (60) day period shall accrue interest at a rate of one and one half percent (1 ½%) per month or the highest amount permitted by Illinois law, whichever is less, from the date payment is due until paid.

19. All notices, demands and elections required or permitted to be given or made by either Party upon the other under the terms of this Easement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by certified or registered mail, return receipt requested, with proper postage prepaid, facsimile transmission or hand delivered to the respective addresses shown below or to such other party or address as either Party may from time to time furnish to the other in writing. Such notices, demands, elections and other instruments shall be considered delivered to recipient on the second business day after deposit in the U.S. Mail, on the day of successful transmission if sent by facsimile transmission, or on the day of delivery if hand delivered.

(a) Notices to Metra shall be sent to:

Commuter Rail Division
547 W. Jackson Boulevard
Chicago, Illinois 60661
Attn: Director, Real Estate & Contract Management
Phone: (312) 322-8010
Fax: (312) 322-4288

(b) Notices to Grantee shall be sent to:

The Village of Bartlett
228 S. Main Street
Bartlett, Illinois 60103
Attn:
Phone: (630) 837-0800
Fax: (630) 837-7168

20. This Agreement shall be governed by the internal laws of the State of Illinois. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties. No waiver of any obligation or default of Grantee shall be implied from omission by Metra to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. In the event the time for performance hereunder falls on a Saturday, Sunday or holiday, the actual time for performance shall be the next business day. This Easement constitutes the entire agreement between the Parties with respect to the subject matter hereof.

GRANTEE ACKNOWLEDGES THAT INSTRUMENTS OF RECORD, COURT DECISIONS, OR THE LAWS OF THE STATE IN WHICH THE EASEMENT PREMISES ARE LOCATED MAY LIMIT THE QUALITY OF METRA'S TITLE. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTEE PURCHASES THE EASEMENT SUBJECT TO THESE POSSIBLE LIMITATIONS ON THE TITLE AND ASSUMES ALL RESPONSIBILITY FOR INVESTIGATING THE TITLE TO THE EASEMENT PREMISES AND THE APPLICABLE LAWS OF THE STATE.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of this 9th day of June, 2004.

ATTEST:

By: *William M. Ellison*
Assistant Secretary

COMMUTER RAIL DIVISION OF THE
REGIONAL TRANSPORTATION
AUTHORITY:

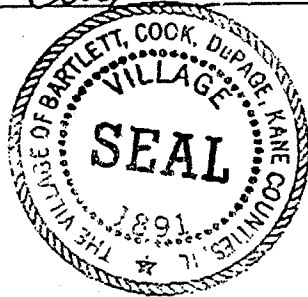
By: *[Signature]*
Philip A. Pagano
Executive Director

ATTEST:

By: *Judith L. Larkin*
Its: *Village Clerk*

THE VILLAGE OF BARTLETT:

By: *Francesca J. Melchior*
Its: *Village President*



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that Philip A. Pagano, personally known to me to be the Executive Director of the Commuter Rail Division of the Regional Transportation Authority, a division of an Illinois municipal corporation, and Delores M. Ellison, personally known to me to be the Assistant Secretary of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Executive Director and Assistant Secretary of said Corporation, they signed and delivered the said instrument in their official capacities pursuant to authority given by the Board of Directors of said Corporation and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of June, 2004.



Notary Public

(SEAL)

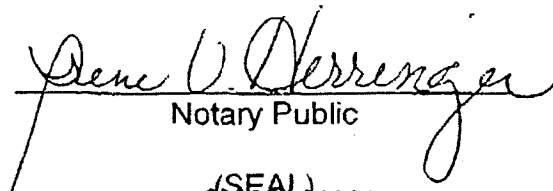


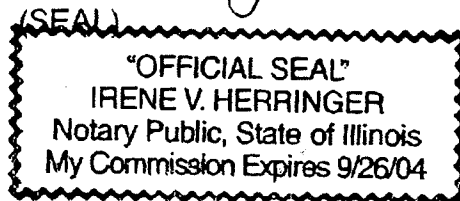
State of Illinois

County of Cook

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Catherine J. Melchert, personally known to me to be the Village President of the Village of Bartlett, a Municipal Corporation, and Linda Gallien Village Clerk of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Village President and Village Clerk of said Corporation, they signed and delivered the said instrument in their official capacities pursuant to authority given by the Board of Directors and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under by hand and Notarial seal this 7th day of May 2004.


Notary Public



**RULES
AND
REGULATIONS**

**CASTLE CREEK OF BARTLETT
CONDOMINIUM ASSOCIATION**

Revised August 11, 2014

FOREWORD

Dear Unit Owners and Residents:

Welcome to Castle Creek of Bartlett Condominium Association.

Rules are intended to provide each individual resident of the community the ability to reside in a comfortable environment, striving not only to maintain the property but also to enhance property value. It is with this goal in mind that we have outlined the enclosed Rules and Regulations of the Castle Creek of Bartlett Condominium Association.

The basic rules, including your rights and obligations, are set forth in the Declaration of Condominium Ownership. The Declaration provides that the Board of Directors may adopt Rules and Regulations, not to be restrictive in nature, but rather for the general welfare of its owners.

It is every resident's legal duty to adhere to the rules. Any violations of the rules will result in appropriate action being taken by the Board and/or consultation with legal counsel when necessary.

Please appreciate and respect the community, its residents, guests and vendors/contractors. The cooperation of all is needed in order to make this "community" a home.

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General Rules and Regulations

The rules, regulations, restrictions, and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations. To the extent that the provisions of applicable laws, (including the Illinois Condominium Property Act) the Declaration and By-Laws, or the Rules and Regulations are in conflict, the provisions of applicable law shall first apply, followed by the provisions of the Declaration, the By-Laws, and the Rules and Regulations, in that order.

These rules and regulations are binding on all unit owners, residents, their families and guests. Exceptions to the rules may be made only in writing, signed by the Board of Directors or its duly authorized agents following a written request by a Unit Owner.

Definitions:

Common Elements: - All portions of the property except the Dwelling Units.

Limited Common Elements: - A portion or portions of the common elements so designated in the Declaration as being a Limited Common Element appurtenant to and for the exclusive use of Owners of one or more, but less than all, of the Dwelling Units. Any balcony, porch, or patio adjoining or serving a Dwelling Unit shall be a Limited Common Element appurtenant to such Dwelling Unit. Without limiting the foregoing, the Limited Common Elements shall include the following (Exclusive Limited Common Elements): (a) perimeter doors (including garage doors), door frames, windows and window frames which serve the Dwelling Unit, (b) the interior surface of perimeter walls, ceilings, and floors which define the boundary planes of the Dwelling Unit, and (c) any system or component part thereof which serves the Dwelling Unit exclusively to the extent that such system or component part is located outside the boundaries of the Dwelling Unit.

Castle Creek of Bartlett Condominium Association Declaration: - The instrument known as the Declaration of Condominium Ownership for Castle Creek of Bartlett Condominiums, in addition to any and all current and future By-Laws, amendments and supplements to the Declaration.

Article 1. Antennas and Satellite Dishes

Antennas and satellite dishes of any kind on common areas are prohibited. Antennas and satellite dishes are permitted on limited common elements serving the individual unit owner's unit only. **An Architectural Application Form must be submitted to the Board of Directors prior to approval for installation.** Dishes may not be placed on roof without Board approval. If a dish is installed on a roof without prior approval from the Board, the owner will be assessed a \$500 fine and will be responsible for costs to repair the roof.

Antennas greater than one meter in height and satellite dishes greater than one meter in diameter are prohibited.

Any damage caused by the installation or maintenance of antennas and satellite dishes are the responsibility of the Unit Owner.

If a satellite dish is no longer in use, it must be removed and area it was installed on/ in must be restored. The owner is responsible to maintain the dish and wiring in good repair.

No antenna or satellite dish may be installed, placed or maintained in or upon the limited common elements or any unit in such a fashion as to (a) affect or hinder any Unit Owner's use and enjoyment of his or her unit, limited common elements or common elements, or (b) create a hazardous or unsafe condition.

Wiring must be hidden behind gutters and downspout when possible. Wiring should match building color so as to blend in with building.

If, in the opinion of the Board, any Unit Owner fails to comply with any of the foregoing, the Unit Owner shall be notified of the nature of the violation and shall be requested to remedy the situation in a reasonably prompt time. In the event the offending Unit Owner fails to do so, the Board may cause the necessary remedy to be performed (including, but not limited to, repair, adjustment or removal of the antenna or satellite dish), and any and all costs and expenses thereof shall be charged back to the offending Unit Owner.

Article 2. Assessments and Collections

All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. When submitting your payment, please make certain that your name and address appear on the front of the check along with the payment coupon. The bank must receive payments no later than the 15th of the month. Payments received after the 15th of the month shall be considered late. All payments received, even if payment has been designated to be applied to a specific obligation, will be applied to the oldest outstanding balance before being applied to any current charge.

Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late shall cause the Unit Owner to be subject to a late fee (as listed on Appendix A) for that month which shall be added to and deemed a part of the Unit Owner's expenses and payable by the first of the ensuing month.

Unit Owners who are delinquent in the payment of Common expenses, (assessments, late fees, etc.), shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has commenced, the unit owner in arrears will be responsible for the payment of any and all legal fees or charges associated with the legal action. Please be advised: non-payment of your assessment, legal fees, chargebacks, fines and fees could result in an eviction action against you.

A returned check fee shall be imposed for a check that is returned from the bank as non-collectable. If payment is not made within 10 days of notification of a returned check, an additional late fee will be assessed. (See Appendix A for current fees)

When selling or refinancing, a paid assessment letter ("PAL") will only be issued after the entire balance on the account has been paid by a check that has already cleared the Association's bank or if the full payment was made by cashier's check. (See Appendix A for current paid assessment letter fee)

Article 3. Balconies, Patios, Front Stairs, Entryways, and Exterior Appearance

Each unit owner shall be responsible for the appearance of his or her patio or balcony. Patios and balconies are to be used for their intended purposes and not for storage. Furniture on patios and balconies shall be of a type designed specifically for and appropriate to such use. All other types of furniture or fixtures are prohibited.

Lights are not permitted to be hung on the balcony for an extended period of time. Lights may be placed on the balcony in accordance with the holiday decorations rules. Solar post light toppers are permitted, but require Board review and approval.

Bikes, toys, swimming pools, etc., may not be stored on balconies, or patios. Clothing, sheets, blankets, laundry and other similar objects shall not be hung out or exposed on patios or balconies.

No coverings of any kind shall be placed or installed on stairs, landings, patios or balconies.

Portable grills fueled by propane gas or electricity are the only types of grills acceptable on the property. Charcoal grills are not permitted to be used on decks and they may not be stored on the exterior of any unit. Portable fire pits, even if enclosed with glass or screen doors, are not permitted on patios, decks, sidewalks or driveways. Tiki torches, chimineas, and other open flame items are not permitted on the balconies or within 25 feet of the building. The Castle Creek of Bartlett Condominium Association Board recommends that you review the Bartlett Fire Code regarding Open Flames. Please further be advised: the siding used on the buildings is vinyl siding. Operating a grill near the siding will result in the siding melting. Please make sure that when using the grill that you do not place it next to the siding. Any siding melted by a unit owner will be replaced by the Association and all costs will be charged back to the unit owner.

Potted flowers may be set on entryways, balconies or patios provided they have suitable drainage saucers to protect any areas below from water damage. Flower boxes attached to balcony rails must be on the inside of the balcony and may not hang over the rail. Quantities and types are subject to Board approval. Any damage to the property caused by plants/flowers will be charged to the Unit Owner.

Homeowners who smoke or have guests who smoke, are also required to use appropriate containers for cigarette/cigar butts while on balconies and patios. Do not discard smoking material of any kind on any Common Property. Do not allow butts to accumulate.

Awnings are not permitted. Nothing shall be permanently attached to the building. This includes umbrellas. Umbrellas are permitted on the balcony. Please make sure that any umbrella or item(s) on the exterior of your unit are secured in high winds/ inclement weather. Damage from an owner item that blows or falls off the balcony, entry stair, etc. to the buildings or common areas will be the responsibility of the owner whose item(s) caused that damage.

All items on the exterior of the unit that are homeowner decoration or property must be kept in good repair.

Window coverings are to be kept in good repair. Blankets, sheets, plastic, and newspaper are not permitted to be used as window coverings.

No accumulation of garbage is permitted on the exterior of units, this includes the stoop and garage areas. Owners are responsible to remove items left by solicitors, vendors, etc. that may be placed on their stoop or on their garage. This includes flyers, phone books, and sales materials.

Article 4. Common and Limited Common Elements

Any activity, which creates a nuisance, disrupts the peace or damages any common property, is prohibited on any portion of the common property.

No noxious, unlawful or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be an annoyance to other owners or occupants or which shall in the judgment of the Board, cause unreasonable noise or disturbance to others.

Unit Owners may not enclose any portion of the common property with a fence or other enclosure.

No skateboard ramps, basketball backboards, or hoops of any kind may be permanently installed in or upon any driveway, Common Element, Limited Common Element, or attached to any building. They must be portable and stored within the owner's property when not in use.

Children shall not play in the parking areas, streets, on driveways of other residents, or anyplace where they may endanger themselves or unnecessarily disturb other residents. Children should be supervised at all times. No bike riding, driving of electric toy cars, roller skating, or skateboarding shall be allowed on the lawns or driveways and shall be reserved for sidewalks only. Any damage by children shall be deemed the responsibility of the Unit Owner in whose unit such children reside or are guests. Costs incurred to repair such damage shall be charged to said Unit Owner.

Unit Owners are responsible for the upkeep and replacement of storm doors. The approved storm door is full view with an almond colored frame.

Article 5. Garage Sales/Estate Sales/Move Sale

No garage, yard or rummage sale shall be conducted in the Village without first applying for and obtaining a permit from the Village Clerk. No more than three (3) permits per year will be issued to any applicant during a calendar year. Garage, yard and rummage sales may only be conducted on three (3) consecutive days of the week between the hours of 9:00am and 5:00pm. The posting of signs for garage, yard and rummage sales must adhere to the Village Zoning Ordinance, and posting of signs on Village or other public property is prohibited. These rules are in accordance with Village of Bartlett ordinance.

Article 6. Garbage and Recycling

Each resident is responsible for arranging individual scavenger service with Republic Services by calling 847.429.7370. Blue garbage totes are available by contacting the waste hauler. Garbage is picked up on Tuesdays and may be placed out no earlier than 6:00pm the day before the scheduled pick up. Empty containers must be removed by 9:00am the following morning. During Holiday weeks, waste pick up is a day later than normal. (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas).

Please review garbage information, items that require special pick up, holiday scheduling, and general garbage information on the Village of Bartlett website. <http://www.village.bartlett.il.us/>

Garbage containers may not be stored anywhere outside, including the areas next to the garage, on the porch, or on the balcony. Containers should be placed outside and removed according to the information listed above.

Please do not place your garbage in other unit owner's bins.

The Association recommends placing your unit number on your bin so that it may be returned to you should it be blown away.

If weather, animals, birds, or the carelessness of the unit owner exposes garbage and/or trash, the Unit Owner is required to clean it up immediately.

Article 7. Insurance

Owners are required to supply proof of insurance to the Board annually. The Association recommends that you list Castle Creek of Bartlett as an additional insured so that your renewal is automatically forwarded to the Association by your carrier annually.

Article 8. Landscape Guidelines

The following guidelines have been developed to maintain the integrity of the landscaping in Castle Creek of Bartlett, and still allow individual homeowners the ability to enjoy their favorite flowers. Any deviation from the following rules must be presented to the Board of Directors by filling out an Architectural Improvement Application for their review and approval.

Prohibited Planting Areas

- Tree ring areas
- All existing grass areas and ground cover areas
- Larger bermed areas (on street and building corners)

Permitted Planting Areas

Areas considered part of unit dwelling – reference by laws for description of planting areas. Floral enhancements ONLY are permitted. Perennials must be maintained by the unit. No trees or large bushes may be planted. Replacements of existing bushes or landscape, should be sent as a request to the Board or Property Management Company.

Miscellaneous Requirements

Vegetable and/or fruit plants are not permitted on common property. They make good container plants when placed on patios and balconies. Dead plants must be removed from the balcony during the winter.

Existing grass areas or landscaping beds may not be altered or removed.

Fencing is prohibited on property.

Unit owners shall be responsible for the care and maintenance of any and all plantings, flowers or decorations they install. Please be advised, any decorations that remain next to the sidewalk/ driveway during the winter season could be damaged by the snow contractor. Please remove these items during the winter months so that they are not damaged. The contractor will not be held responsible for damage to items buried by the snow/ adjacent to areas to shoveled/ plowed.

Planting must be installed in such a way as not to interfere with the sidewalk areas or use of any maintenance equipment.

No plastic lawn ornaments, statuary or banners are allowed on common elements.

HOMEOWNERS ARE POLITELY ASKED TO PLEASE KEEP ANY NEW SOD OR LANDSCAPE PLANTINGS WATERED IF THERE IS A LACK OF RAIN.

It is the Board's desire to maintain uniformity and the aesthetic appearance of the complex, and therefore, all planting will be evaluated with these criteria in mind.

Article 9. Leafleting

Any person seeking to distribute commercial literature on the property, other than through the U.S. Postal Service, shall first receive approval from the Board of Directors. Leaflets, posters or flyers cannot be attached to mailboxes due to U.S. postal regulations. If the previous is found, said party will be subject to fines and penalties imposed by the U.S. Postal Service.

Article 10. Maintenance Requests

All maintenance requests pertaining to common areas may be called in or submitted in writing to the managing agent's customer service department at 847-459-0000. This number also handles emergencies 24 hours a day, seven days a week. You may also email your request to service@lmsnet.com.

Article 11. Rental Policy

Unit owners and renters are held accountable for all By-Laws, rules and regulations. Owners are required to provide a copy of the Rules and Regulations to their tenants. Should a violation occur, the unit owner is held accountable for any violation and subject to fines or payments incurred by the renter.

Lease must be supplied to the Association by an owner renting their unit within ten days of the lease being signed or within ten days of occupancy, whichever occurs first. A completed census must be provided to the Association with each lease. This census will include the owner's offsite billing address and contact information, the tenant's contact information and a list of residents residing in the unit, vehicle and pet information. All leases must be for a minimum of six months. Month to month leases are not permitted.

At the expiration of a lease, it is the owner's responsibility to provide a new and valid lease. Failure to submit an updated lease at expiration will result in a violation.

Article 12. Pets

Unit Owners shall have no more than three (3) pets per unit.

No pets other than birds, cats, dogs, fish, gerbils, and hamsters shall be raised, bred or kept anywhere on the property; nor shall any animal be kept, bred, or maintained for any commercial purpose.

All pets must be on a handheld leash when outside the unit and **accompanied by a responsible individual** who is carrying and using some means of waste removal; i.e., pooper-scooper, plastic bag, etc. **Pet waste must be cleaned up immediately.**

Pets **CANNOT** be leashed or staked on Common Property, i.e., trees, shrubs, grass or posts, or on Limited Common Property such as patios and balconies. Dog tethers/ tie outs are not permitted. Pets on balconies must be supervised and with a unit owner/ resident. Dogs may not be left out on balconies by themselves. Balconies are not to be used as dog runs.

Landscape damages caused by pets will be repaired at the expense of the Unit Owner.

Unit Owners shall take every precaution to stop animals from barking, whining or howling excessively, or creating offensive and obnoxious odors.

Pet owners must abide by all Village Rules and Ordinances.

Article 13. Refinancing and Sale of Units

When selling or refinancing, immediately contact the Property Management Company for a Paid Assessment Letter/Insurance Certificate, which is required prior to closing. A fee is charged for the processing of this letter and/or insurance certificate (See Appendix A) and will be issued only after the entire balance on the account has been paid by a cleared personal check, bank or cashier's check.

Article 14. Signs

One professional "For Sale" sign may be displayed inside the living room window. Flags, balloons or banners are prohibited to promote the sale of a unit. "Open House" signs may be displayed on the common ground only on Saturdays and Sundays between the hours of 10:00am and 4:00pm.

Advertising signs for business or commercial activities are prohibited everywhere on the property.

No other signs are permitted.

Article 15. Soliciting

The Association discourages solicitors. Only solicitors registered with the Village of Bartlett are permitted to solicit. Solicitors are required to have their Village registration on their person. If any solicitor is acting suspiciously or does not have the required registration, please contact the Bartlett Police Department at 911.

Article 16. Seasonal Decorations and Display of Flags

Seasonal decorations are allowed. Such decorations can be displayed one month before and must be removed 2 weeks after the date of the holiday coinciding with said decorations.

Decorations are allowed on a unit door or patio. Any decorations beyond those placed on the door or patio may, at the Board's discretion, be placed in areas where they create no hazard to other tenants, nor create a safety hazard. Lights are allowed in the bushes or trees (only to the extent that there are no loose or unsightly wires remaining on common elements).

In no way shall any decorations prevent ingress or egress for the unit owner or any service man or the like. Further, it is the Board's desire to maintain uniformity and the aesthetic appearance of the complex, and therefore, all decorations will be evaluated with these criteria in mind.

Electrical cords may not be placed over walkways or sidewalk. Snow contractor is not liable for damage to any decorations placed next to or on the driveway, stairs, walks, or other areas typically cleared by the contractor.

In the event there is any damage caused by any decorations (either through hanging, use, removal or otherwise), the Unit Owner is responsible for any repair. If the Unit Owner does not make the necessary repair, the Association will charge the cost of any repair to the Unit Owner.

Any potential safety hazards (including, but not limited to, non-waterproofed electrical cords, the lack of necessary extension cords, etc.) are strictly prohibited.

In accordance with the Illinois Condominium Property Act, the Board will not restrict the display of the American flag or a military branch flag, or both, on or within the limited common elements and facilities of a Unit Owner or on the immediate adjacent exterior of the building of the Unit Owner.

All other flags and/or banners must be approved in writing by the Board of Directors. This includes all holiday or other seasonal banners.

Article 17. Structural Improvements

Nothing shall be done in, on, or to any part of the condominium property that would impair the structural integrity of any building or structure located on the condominium property. Attachment or alterations to the outside Common or Limited Common Property of the building are prohibited without written permission from the Board of Directors.

The Association's policy regarding remodeling is strictly enforced. A Unit Owner is required to fill out and submit the appropriate **Architectural Improvement Application** found in Appendix B. A representative/s appointed by the Association will conduct inspections of the improvements during and at the conclusion of the work to ensure that all work is being done to code and is in compliance with the Declaration and Rules and Regulations.

The Board of Directors, well in advance of any anticipated renovations, will review and approve or disapprove the request with reason given. No work can be started without prior approval, and a violation will occur if work is started that is not allowed. Many home improvements require permits from the Village of Bartlett. Permits must be submitted to the managing agents prior to commencement of any activity requiring them. A list of work requiring Permits issued by the Village of Bartlett is as follows:

- Water Heater Installation or Replacement.
- A/C and/or Furnace Installation or Replacement.
- Interior Remodeling – if going behind walls and installing wiring, junction boxes, adding any outlets. (Not necessary if installing fixtures to existing electrical).
- If moving sinks or toilets to a different location and adding plumbing of any type.
- Converting Tub to Shower or Jacuzzi.
- Removing or altering any walls.

A copy of the permit received from the Village of Bartlett must be submitted with the Architectural Improvement Application.

To obtain a permit, contact the Bartlett Building and Zoning Dept.

Article 18. Unit Owner Census Forms

All Unit Owners will be required to complete and return to Management, the Association's official form listing an emergency contact person. New Unit Owners are required to return the official form no later than 30 days after closing. (See Appendix B)

Units without information on file are subject to a \$35 fine if not received within 30 days of close of unit.

Unit owners may also be charged attorney fees should the Association need to hire an attorney to locate an owner who has moved off the property.

Article 19. Vandalism

Any acts of vandalism shall be first reported to the Bartlett Police Department at 911 and then to the Castle Creek of Bartlett Condominium Association via the managing agents so that the necessary repairs may be completed.

Article 20. Vehicle Regulations

No person shall park any vehicle on any street for a period of time longer than thirty (30) minutes between the hours of 2:00am and 6:00am of any day, except emergency response team, i.e., physicians on emergency calls; provided, however, that in the event of an emergency, or in the event of mechanical malfunction of a vehicle, such vehicle may be parked on the street between such hours; provided that the owner or person responsible for the parking of such vehicle on the village street shall notify the Bartlett Police Department as to the existence of such emergency situation, the location where such vehicle shall be parked, the identity of the owner of the premises in front of which such vehicle shall be parked, the identity of the owner and driver of such vehicle and such additional information as the Bartlett police may require. Village of Bartlett Ordinance supersedes all vehicle regulations herein for street parking.

Residents/ owners are not to park in the guest parking areas. Guest parking is to be left open for guest use. Owners are to park their vehicles in the garage or driveway and have four spaces allotted to them in these locations. Residents/ owners parking their vehicles in guest parking are subject to fine and being towed from the property at the resident/ owner's expense. Guest vehicles should be parked in the guest parking area no longer than two days. If you need additional days, please contact management.

Should written permission be granted from the Board for extended use of Guest Parking, a letter communicating this permission as well as a flyer to be displayed in the windshield of the vehicle will be sent to the requesting unit.

Vehicles not permitted to be parked on the property: Disabled vehicles (including those vehicles that have expired stickers, are in a state of disrepair) may be towed without notice.

Commercial vehicles are permitted on the property but they must fit in the garage or driveway. Commercial vehicles may not be overweight vehicles and may not be heavy trucks/ cargo vans.

Any damage to the driveway from the storage of heavy vehicles thereon will be the responsibility of the unit owner.

Article 21. Village of Bartlett Ordinances

All Village laws, ordinances, rules and regulations supersede any rule stated herein.

Article 22. Violation and Fine Policy

Enforcement

In accordance with the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration, By-Laws, or Rules and Regulations, a signed, written complaint must be submitted by the Unit Owner or Managing Agent. Management will maintain confidentiality whenever possible.

Hearing Procedure

A written violation notice will be mailed to the Unit Owner at the unit address. The owner will have seven (7) days to satisfy the violation. This written notice will inform the Unit Owner of the time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time the Unit Owner will have an opportunity to present his/her case. Owners have ten (10) days to dispute a violation.

All hearings will proceed with or without the presence of the accused Owner, as long as notice has been sent in advance.

The Board will not consider violation appeals more than sixty (60) days after notice is sent.

The findings of the hearing will be submitted to the Board of Directors for disposition at its regularly scheduled meeting.

Fines/Assessment

If any resident is found guilty of a violation, the Board will notify the Owner in writing and a fine may be charged to the assessment account of the owner of the unit in which the guilty person resides. The Violation Fee is then due with the next monthly assessment. (See Appendix A)

A. For a first offense, a letter will be issued to the owner informing them of the violation and if necessary a time frame in which this violation shall be corrected. No fine will typically be levied for a first violation. The Board reserves the right to levy a fine for a first offense at Board discretion.

B. A second violation notice or request for the same violation within a year of the first offence will result in the Unit Owner being assessed a fine per the current fee schedule. (See Appendix A for current fee schedule.)

In the event any violation has resulted in damage to property or has resulted in damage due to unauthorized work on the property, it will be at the discretion of the Board of Directors as to who will perform the repairs and the time frame in which the repairs will be made.

If the Board of Directors decides that the Association should hire and oversee the repairs, the cost for these repairs (labor and materials) will be added to the Unit Owner's assessment account. If the Board of Directors decides that the Unit Owner shall hire and oversee the repairs, the Owner will be given a time frame in which these repairs shall be completed. After the repair has been made the property will be inspected for compliance. If the owner fails to

complete the repairs within the proper time frame, the Association will proceed to have the violation corrected and the Unit Owner will be assessed for the full cost of labor and materials required.

C. A third violation notice for the same violation will result in the Unit Owner being assessed a fine per the current fee schedule. (See Appendix A)

In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner at the time they were incurred.

If the violation is of an emergency nature, or if the violation presents a threat to the health, safety or property of the Association and its residents, at the Board's discretion, the Board may bypass the imposition of fines and file immediate litigation to have the violation cured. Any and all attorney's fees incurred by the Association in pursuing their rights under this section will be the responsibility of the Unit Owner.

APPROVED and ADOPTED by the Castle Creek of Bartlett Condominium Association Board of Directors the 11th day of August, 2014

President
Castle Creek of Bartlett Condominium Association

APPENDIX A

CURRENT FEES/CHARGES

(FEES ARE SUBJECT TO CHANGE WITH 30 DAYS NOTICE)

ASSESSMENT LATE FEE	\$ 35.00
RETURNED CHECK FEE	At current fee charged by the management company
PAID ASSESSMENT LETTER FEE	<i>Fee Varies Based on date ordered. Fees decrease the earlier a Paid Assessment letter is ordered.</i>

VIOLATION FEES

1st OFFENSE	WARNING LETTER
2nd OFFENSE	\$50.00
3rd OFFENSE	\$100.00
4th OFFENSE	\$150.00 per additional occurrence, and/or attorney fees and court costs to gain compliance

APPENDIX B

FORMS

ARCHITECTURAL IMPROVEMENT APPLICATION

UNIT OWNER CENSUS FORM

ARCHITECTURAL IMPROVEMENT APPLICATION

An Architectural Improvement Application must be submitted for any replacement or installation of the following:

- Laminate or wood flooring. Requires sound barrier padding
- Tile or linoleum installations Plumbing and Electrical work
- Windows – must be like original in size and style.
- Entryway Storm Door – must be Full View, almond, heavy-duty aluminum
- Satellite Dish Installation and **FIRST TIME CABLE WIRING** coming into unit.

NO DEMOLITION OF EXISTING WALLS ALLOWED WITHOUT BOARD APPROVAL

NAME: _____ DATE: _____

ADDRESS: _____

PHONE: H _____ C _____

REQUESTING APPROVAL FOR: (Include specific location and detail. May attach separate sheet)

NAME OF INSTALLER: _____

PROOF OF LIABILITY INSURANCE REQUIRED: initial _____

ATTACH A BROCHURE WITH DIMENSIONS AND MATERIAL TO BE USED: initial _____

Permits from the Village of Bartlett are required for many home improvements. See Structural Improvements in your Rules & Regulations Article 16.

VILLAGE OF BARTLETT WORK PERMIT REQUIRED: initial _____ **OBTAINED:** initial _____

NOT REQUIRED: initial _____

This application is only good for 3 months from approval and all work should be completed and ready for inspection, or another application will be required.

I/We understand the rules concerning the proposed improvement. I/We agree to abide by the rules set forth by the Board of Directors of Castle Creek of Bartlett and will be solely liable for upkeep, maintenance and encroachment that this improvement may make on a neighbor's private or common property.

Owners Signatures: _____ Date: _____

_____ Date: _____

DATE BOARD APPROVED: _____

INSPECTED BY: _____ Date: _____

DATE BOARD DISAPPROVED WITH REASON: _____

**Return to Lieberman Management Services
Attention: Property Manager
Castle Creek of Bartlett
25 Northwest Point Blvd, Suite 330
Elk Grove Village, IL 60007
(847) 459-0000 (p) (847) 459-3003 (f) service@lmsnet.com**

CASTLE CREEK OF BARTLETT CONDOMINIUM ASSOCIATION UNIT OWNER CENSUS FORM

(Please Print or Type)

**PLEASE RETURN TO: Lieberman Management Services Inc.,
25 Northwest Point Blvd, Suite 330, Elk Grove Village, IL 60007
(847) 459-0000 (p) (847) 459-3003 (f) service@lmsnet.com**

UNIT OWNER INFORMATION (ALL UNITS)
OWNER NAME:
ADDRESS:
CITY, STATE, ZIP:
BUSINESS PHONE:
HOME PHONE:
CELL PHONE:
E-MAIL ADDRESS:

LIST FULL NAME OF EACH PERSON WHO LIVES IN THIS UNIT			
NAME	Relationship	NAME	Relationship

FILL IN FOR EACH VEHICLE OWNED AND/OR OPERATED BY UNIT RESIDENTS			
OWNER NAME	MAKE (ex: Ford)	MODEL AND COLOR (ex: Red, Taurus)	IL PLATE #

LIST NAME, BREED, COLOR AND TAG NUMBERS OF EACH FAMILY PET			
NAME	BREED	COLOR	RABIES TAG #

EMERGENCY CONTACT PERSON WHO CAN REACH YOU IF WE CANNOT			
NAME	BUSINESS PHONE	HOME PHONE	CELL PHONE

UNIT OWNER'S LIABILITY / PROPERTY INSURANCE INFORMATION	
INSURANCE CARRIER:	POLICY EFFECTIVE DATE:
PHONE NUMBER	POLICY EXPIRATION DATE: