

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR WOODLAND HILLS**

For Use by the Recorder's Office Only

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recording to be returned to:**

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**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND HILLS**

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Exhibit A – Legal Description

Exhibit B – Amended and Restated By-Laws

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WOODLAND HILLS**

WITNESSETH:

This Amended and Restated Declaration of Covenants, Conditions and Restrictions has been approved this ____ day of _____, 20____, by no less than two-thirds (2/3) of the Board of Directors, pursuant to Section 1-60 of the Illinois Common Interest Community Act ("Act");

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

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

WHEREAS, in order to preserve and enhance the values and amenities of the Property, there has been established the "Woodland Hills Homeowners Association" (the "Association") which shall own and have the responsibility for maintaining the Common Areas and any improvements or facilities thereon, and for administering and enforcing the covenants, conditions, restrictions and easements as hereinafter set forth and for collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Property has been subjected to the covenants, conditions, restrictions, easements, assessments, charges and liens in the Original Declaration (as hereinafter defined) as again set forth in this Declaration.

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

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and reffer to the Woodland Hills Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association selected pursuant to the terms of this Amended and Restated Declaration, the Articles of Incorporation of the Association, and the Amended and Restated By-Laws thereof.

Section 3. "Common Area" or "Common Areas" shall mean that portions of the property generally so designated in the Original Plat, attached to the Original Declaration and incorporated herein by reference only, and shall include any open space, landscaped areas, walkways, private streets, easements, storm water retention or detention areas, entry gates, common security systems, identification monuments and any other improvements constructed thereon by the Association, title to which is vested in the Association.

Section 4. "Amended and Restated Declaration" shall mean and refer to this Declaration and any amendments made hereto.

Section 5. "Lot" shall mean and refer to a Lot for residential use so shown and designated and numbered as such upon any plat of the Property, either recorded or as approved by resolution of the Board of Trustees of the Village of Bartlett (except such Lot, or Lots as may be designated as Common Area under the terms hereof).

Section 6. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner (or the beneficiaries of a land trust which may be a record owner) whether or more persons or entities, of fee simple title to any Lot as defined herein, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 8. "Original Declaration" means the recorded by the Original Developer with the DuPage County Recorder of Deeds as Document No. 90-062623 on May 23, 1990.

Section 9. "Residence" shall mean a dwelling unit, whether attached, detached or semi-attached (including apartments, townhouses and row houses) designed for residential occupancy by a single family.

ARTICLE II

COVENANTS RUNNING WITH THE LAND AND NONSEVERABILITY OF RIGHTS

Section 1. Burden Upon the Property. This Amended and Restated Declaration and the covenants, restrictions and easements established herein shall be covenants to run with the land. Said covenants and restrictions shall inure to the benefit

of and be binding upon each and every Owner, and his or her respective heirs, representatives, successors, assigns, purchasers, lessees, grantees and mortgagees. By the recording or acceptance of the conveyance of any portion of the Property, a Residence, or any interest therein, the person or entity to whom such interest is conveyed shall be deemed to accept and agree to be bound by the provisions of this Amended and Restated Declaration, Amended and Restated By-Laws and Rules and Regulations of Woodland Hills Homeowners' Association, whether or not they are referred to or set forth in any deed or other transfer of title or interest.

Section 2. Nonseverability of Rights. The rights, liabilities and obligations set forth herein shall attach to and run with the ownership of a Residence as more specifically set forth below, and may not be severed or alienated from such ownership.

ARTICLE III

MEMBERSHIP

Section 1. Incorporation of Association. There has been incorporated a not-for-profit corporation known as the Woodland Hills Homeowners' Association, or such other name as the Association may elect (the "Association"). The Association shall be the sole governing body for the administration and operation of the Common Areas and all the terms and provisions of this Amended and Restated Declaration. Said corporation shall be the legal representative for all matters and claims relating directly or indirectly to the Common Areas or matters of common interest to all owners. (a) Pursuant to this Amended and Restated Declaration, the Board of Directors of the Association shall constitute the final administrative authority and all decisions of the Board with respect to the administration of the Property shall be binding. All rights, titles, privileges and obligations vested or imposed upon the Association by this Amended and Restated Declaration shall be held and performed by the Board of Directors of the Association, although the actual day to day management of the functions of the Association may ultimately be performed by a managing agent or agency. (b) No management agreement entered into by the Association shall exceed the term of two (2) years, and every management agreement shall be terminable for cause by the Association on thirty (30) days' written notice and without cause or payment of any termination fee by either party on at least ninety (90) days' written notice. (c) The By-Laws for governing the Association shall be those attached hereto as Exhibit C.

Section 2. Membership. Every person or entity who is the record owner of a fee or undivided fee interest in any Lot which is subject to this Amended and Restated Declaration, including contract sellers, shall automatically be a Member of the Association, so long as he continues as an Owner, whether or not it shall be so expressed in any deed or other conveyance. The foregoing is not intended to include any persons or entities who hold an interest merely as a security for the performance of an obligation. For each Lot owned, the Owner thereof shall be entitled to one membership. Voting rights shall be determined as hereinafter set forth in Article IV. Membership shall be appurtenant to and may not be separated from the fee ownership

of any Lot and ownership of a Lot shall be the sole qualification for membership. For the purpose of this Amended and Restated Declaration, the word "Member" shall include any beneficiary of a trust holding legal title to one or more such Lot. The Association may, from time to time hereafter, issue Certificates of Membership to Members of the Association.

Section 3. Transfer. Upon the termination of the interest of an owner in a Lot, his membership shall thereupon automatically terminate and transfer and inure to the new Owner succeeding him in interest. The membership held by an Owner of a Lot shall not be transferred, alienated or pledged in any way, except upon the sale or encumbrance of such Lot, and then only to the purchaser or mortgagee of such Lot. Any attempt to make a prohibited transfer is void, and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot should fail or refuse to transfer the membership registered in his name to the purchaser of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue a new certificate to the purchaser, if certificates are issued, and thereupon the old certificate outstanding in the name of the seller shall be null and void as though the same had been surrendered.

Section 4. By-Laws. As a Member of the Association, each Owner hereby covenants and agrees to be bound by the provisions of the Amended and Restated By-Laws of the Association, as such are properly adopted, altered or amended from time to time pursuant to the terms hereof.

ARTICLE IV

VOTING RIGHTS – ADMINISTRATION

Section 1. Each member of the Association shall be entitled to one (1) vote for each Lot in which they hold a fee or undivided fee interest; provided, however, that when more than one person holds such interest in any Lot, all such persons shall be Members, but only one vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast on behalf of any lot.

Section 2. Administration of the Property. The direction, operation and administration of the Property, including the Common Areas, shall be vested in the Association. Direction, operation and administration of the Property shall include, but shall not be limited to, maintenance, repair, restoration, reconstruction, replacement, regulation and operation of the Property in the manner as provided in this Amended and Restated Declaration and the Amended and Restated By-Laws.

ARTICLE V

PROPERTY RIGHTS

Section 1. General Use. The Common Area is hereby restricted to ingress, egress, recreational and ancillary uses, structures relating thereto, storm water retention and detention, and easements for utilities, all for the benefit of the owners. Maintenance, repairs, replacements, payments of taxes and general administration of the common Area, including, without limitation, the obligation to maintain entry monument signs, shall be the responsibility of the Association, and the costs thereof shall be paid from the assessments as established hereinbelow.

Section 2. Members' Easements and Enjoyment. Every Owner by and through the Association shall have the right and easement of enjoyment in and to the Common Areas and a right and easement of ingress and egress to, from and through the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Residence, subject to the following provisions:

(a) The right of the Association to establish uniform rules and regulations pertaining to the use, operation and maintenance of the Common Area and/or other facilities affecting the welfare of the Members.

(b) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the Common Areas; provided that the rights of such mortgagee shall not otherwise interfere with the rights of any Owner as provided in Section 2 of this Article V.

(c) The right of the Association to suspend the voting rights of a Member for any period during which any assessment against his Lot remains unpaid and delinquent, and for a period not to exceed sixty (60) days for any single infraction of the published rules and regulations of the Association, provided that any suspension of such voting rights, except for failure to pay assessments, shall be made only by the Association or a duly appointed committee thereof, after notice and hearing given and held in accordance with the Amended and Restated By-Laws of the Association.

(d) The right of the Association to dedicate or transfer, in fee or by granting of an easement, all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been approved by two-thirds (2/3) of the Voting Members.

(e) Such other rights as are reserved or created by this Amended and Restated Declaration.

Section 3. Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from liens and charges hereof, by waiver of the use and enjoyment of the Common Area or by abandonment of his Lot.

Section 4. Title to Common Areas. The Common Areas have been conveyed to the Association subject to covenants, conditions and restrictions of record (including those established herein), public zoning, laws, current real estate taxes, if any, which shall be prorated among the parties, utility easements granted or to be granted for sewer, water, gas, electricity or telephone and any other necessary utilities and public street dedications, if any. Said fee simple title shall be free of all encumbrances and liens other than those described above.

Section 5. Common Area Encroachments. In no event shall an easement for an encroachment of a structure on the Common Area be deemed created in favor of any Owner.

Section 6. Alterations to Common Areas. No Owner shall make any alterations or additions, including any planting or plantings thereon, to the Common Area. Except as may be specifically authorized by the Board, no structure, fence, antenna or similar items, either permanent or temporary, shall be erected or placed on the Common Area. The Board may authorize as Common Expenses (as hereinafter defined) any alterations, improvements or additions to the Common Area. Anything herein to the contrary notwithstanding, no alteration shall be made to any storm water retention or detention facility on the Property, nor shall anything be done to alter or modify the storm water drainage pattern or flow on the Property without the formal approval of the governmental authorities having jurisdiction over the Property.

Section 7. Delegation of Use. Any Member may delegate, in accordance with the Amended and Restated By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenant, or contract purchasers who reside on the property.

ARTICLE VI

ARCHITECTURAL CONTROLS

Section 1. Residences, Fences, Walls and Other Structures. It is understood and agreed that the purpose of the architectural controls set forth herein is to secure an attractive and harmonious development. The Association shall have exclusive authority to establish reasonable rules, standards and duties for Owners and Occupants as to the construction of Residences, the care and use of the Common Area, and for the care, upkeep, maintenance and use and appearance of the Property, control over exterior architectural design of all buildings and structures, so as to preserve the integrity of the Property. The Board may, in conjunction with the promulgation and enforcement of any

such rules and standards, appoint an Architectural Control Committee, ("Committee") which shall administer such rules and standards. The provisions of this paragraph and the entire Amended and Restated Declaration shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and management of a desirable and harmonious living environment.

(a) Anything herein to the contrary notwithstanding, any privacy fence originally installed upon any Lot, the rear yard of which backs to State Route 59, shall be deemed part of the Common Area, and shall be maintained as such by the Association, which is hereby granted an easement access to any such Lot for maintenance purposes.

(b) All fencing along Woodland Hills Parkway, Woodland Hills Drive or other primary entry road, shall be installed on the side of the berm along such road, further from the right of way line.

(c) No fencing of any kind shall be installed around any retention area, unless so required by law.

Section 2. Design Standards. Lot maintenance and Residence design standards as may be established by the Committee and approved by the Board, shall be published and made available to any Owner upon request.

Section 3. Exterior Maintenance and Repairs. Each Residence Owner shall cause all work which he deems necessary to be performed in connection with any maintenance required on the exterior portions of his Residence, including landscaping, painting, tuckpointing and repairing or replacing roofs, gutters and sidewalks located upon his Residence. Each Residence Owner shall also be responsible for maintenance of his driveway.

Section 4. Maintenance and Repair of the Common Areas and Other Maintenance and Repair. The Association shall maintain and keep in repair all the Common Areas and any improvements therein, including but not limited to any entry monument, walk-ways, signs, ponds, pumps and storm water retention or detention areas. For maintenance purposes hereunder, all parkways located within public rights-of-way and all landscape easements created by recorded plat, plan or other document, shall be deemed Common Areas.

All costs for maintenance, repair, restoration charges not specifically allocated by this Amended and Restated Declaration to the Association shall be the responsibility of the individual Owner, including without limitation the maintenance, repair, restoration, and reconstruction of such Owner's Residence. Such maintenance, repair and reconstruction shall be performed by said owner in such a manner and with such materials as shall preserve the harmony of exterior design and appearance as the same existed on the date the initial construction of the Residence was completed.

ARTICLE VII

USE AND OCCUPANCY RESTRICTIONS

Section 1. General Use. No Residence shall be used for other than residential purposes and each Residence shall be used only as a residence for a single family by the owner and his family, their heirs, successors and assigns. All leases or rental agreements for Residences shall be in writing, shall be submitted to the Board for its records, and shall state that such lease is specifically subject to this Amended and Restated Declaration. No business, industry, trade, occupation or profession of any kind (except such "at home" professions as are generally acceptable and permitted under applicable ordinances) or noxious or offensive activity shall be carried on anywhere on the Property, nor shall anything be done thereon which may become an annoyance or nuisance to the Owners.

Section 2. Animals. No animals, poultry or livestock of any kind shall be raised, bred or kept anywhere on the Property, except dogs, cats and other common household pets (for other than commercial purposes), provided that no more than two (2) household pets shall be allowed per Residence. Further, all pets shall be subject to such reasonable Rules and Regulations as may be enacted by the Board from time to time. Residence Owners and occupants shall promptly remove any waste from the Common Area or the outside of their Residences caused by such household pets. Any pets causing or creating a nuisance or unreasonable disturbance or caused or creating damage to the Common Area, including landscaping, in the opinion of the Board, may be, by three (3) days' written notice, prohibited from entering upon the Common Area or removed from the Property. Pets shall be restrained by leash or enclosures and shall not be permitted to roam on the Property.

Section 3. Obstructions of Common Area. There shall be no obstruction of the Common Area, nor shall anything be stored on the Common Areas without the prior consent of the Association.

Section 4. Nuisances. No nuisance, noxious or offensive activity shall be carried on in the Common Areas or Residences (including garages) nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Residences. Notwithstanding any other provision herein, any Owner shall be entitled to conduct on the Property all activities normally associated with or convenient to the sale of single-family residential Residences on the Property.

Section 5. Temporary Structures. No structure of a temporary character, including, without limiting the generality thereof, trailer, tent, shack or other outbuilding, shall be constructed or erected on any Lot or on the Common Areas at any time.

Section 6. Unsightly Activities. No clothes, sheets, blankets or laundry shall be hung on any portion of the Property. The Common Areas shall be kept free and

clear of all rubbish, debris and other unsightly materials, and no waste shall be committed thereon.

Section 7. Accessory Structures and Equipment.

(a) Without the written consent of the Board, the following shall not be constructed on or attached to the Property;

- (i) accessory storage buildings;
- (ii) satellite reception dishes or any other exterior antennae or reception devices, except as provided in accordance with the current Federal Communication Commission's Regulations;
- (iii) flagpoles over 15 feet in height, except as provided in Section 19 herein.

(b) Only one dog run may be erected on each lot pursuant to dimensions and design standards approved by the Board.

(c) Air conditioning condensers and other mechanical equipment shall not be permitted in front yards and must be screened from view.

Section 8. Sign Standards. No signs of any kind shall be erected, placed or permitted to remain on the Property, except (i) a family name designated on a Residence of not more than 144 square inches; and (ii) for sale signs placed by an individual Owner; provided, however, that such signs are consistent in size and style with the architectural integrity of the Property as may be determined by the Board. No billboard signs of any kind shall be permitted on the Property except those in compliance with the terms of the Annexation Agreement and/or other Village codes or ordinances applicable to the Property.

Section 9. Storage. No rubbish, storage piles, trash, garbage, compost pile or material shall be dumped or allowed to remain on the Property at any time except as shall be necessary to facilitate its pick-up and disposal. All such storage shall be screened from view and shall otherwise be subject to such Rules and Regulations as may be enacted by the Board from time to time. All containers and equipment for the storage or disposal of such material such be kept in a clean and sanitary condition.

Section 10. Vehicles. No vehicle, boat, camper, trailer, truck, minibike or snowmobile shall be stored or parked on the Common Areas (permanently or temporarily), except upon approval by the Board. Except as may otherwise be approved by the Board, no boat, camper, trailer or commercial vehicle shall be parked on a driveway for more than 24 hours; provided, however, that passenger vehicles of any Owner may be parked in an Owner's driveway. Storage within a garage of such vehicles is permitted. No commercial activity shall be conducted within any garage. Except for maintenance or emergency vehicles, no vehicular traffic shall be permitted to park on the Common Areas except as may be permitted by the Board. No motor

vehicles in non-operative condition shall be parked anywhere on the Property, except in garages.

Section 11. Camping and Picnicking. Tents, temporary shacks, cooking, picnicking and camping shall be prohibited on the Common Areas.

Section 12. Fences. Except as to those originally erected on the Property, no fence or obstructions of any kind shall be erected, removed or relocated anywhere within the Common Areas, unless such shall be specifically approved by the Board.

Section 13. Landscaping. The Association shall be solely responsible for maintenance of all landscaping on the Common Areas. No trees, shrubs or other plantings of any kind shall be planted in or removed from the Common Areas without the express consent of the Board. No planting of any kind shall be placed on any Lot in such a manner as to interfere with the use of neighboring Residences of the Common Areas, or to present any visual safety hazard, and foliage and landscaping shall be neatly maintained.

Section 14. Owners' Responsibilities. Any expenses or costs incurred with respect to maintenance and/or repair of any portion of the Common Area due to the willful or negligent acts of any Owner, his family, lessees, guests, invitees or pets, shall be borne by such Owner and shall be added to such Owner's assessment. No Owner shall do any act or commence any work that will impair any easement or other interest in the Property, nor do any act or allow any condition to exist which will adversely affect other Residences or their Owners or Occupants.

Section 15. Construction and Contractors. All construction activity on the Property shall be governed by Rules and Regulations as are from time to time adopted by the Board.

Section 16. Lines and Wires. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere on the Property other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed or maintained underground.

Section 17. Completion of Construction. Any construction undertaken on any lot shall be continued with diligence toward the completion thereof and construction of any Residence shall be completed within one year from commencement of construction, except that such period may be extended for a reasonable time by reason of act of God, labor disputes, or other matters beyond the Owner's control.

Section 18. Vacant Homesites. Vacant lots must be kept clear of dead material (including trees), fallen branches, debris, shrubs and other undesirable vegetation. Existing grass and lawn areas must be trimmed or cut to a height of 6" or less and be clear of all weeds and unsightly vegetation. Any removal of dead trees must be

reviewed by the Architectural Committee prior to extraction. Failure to maintain a Lot in an acceptable condition will result in notification to the homeowner by the Architectural Committee. Homeowners will have ten (10) working days to complete the work. If the Lot is not properly cleared or maintained, then the Association will have such work performed at the expense of the homeowner.

Section 19. Flags. (i) An American Flag shall be defined as a flag made of fabric, cloth, or paper displayed from a flagpole or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component. (ii) A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

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

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

(ii) A flag or mount may not be installed by the unit owner on a portion of the Common Area. A flag or mount may be installed on that portion of the property that is under the exclusive use and control of an Owner.

Section 20. Rules and Regulations. The Association Board may promulgate such Rules and Regulations with respect to the matters set forth in this Article VII, and with respect to any other matters concerning the use and occupancy of the Property as may reasonably be desirable to make and keep the Property a desirable and harmonious residential housing development, including, without limitation, Rules and Regulations regarding the use of the Residences and the Common Areas. Owners and Occupants shall abide by all such Rules and Regulations. A copy of the proposed text of the Rules and Regulations shall be mailed to all Owners no less than ten (10) nor more than thirty (30) days prior to the date of any meeting concerning the adoption of such Rules.

Section 21. Disabilities. Until determined by federal or state legislation, administrative agency or court of law, the Common Area shall not be subject to the public facility regulations of the Americans With Disabilities Act. In order to conform to the Fair Housing Amendments Act of 1988, any Owner or Resident may make reasonable modification to his Lot, subject to the following:

(a) All requests for modification to the Lot must be in writing per Association Property Improvement Proposal guidelines.

(b) The Board may request copies of plans, specifications, drawings, certifications and other reasonable documentation for its review.

(c) The Board may establish reasonable guidelines for construction of any addition, improvement or modification.

(d) All work must be approved by the Board prior to commencing construction.

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

ARTICLE VIII

EASEMENTS - PROPERTY RIGHTS

Section 1. Easements for Utilities. Easements for the installation, construction, reconstruction, maintenance, repair, operation and inspection of sewer, water, gas, drainage, electric, telephone or other utility or commercial entertainment services shall be granted as shown on any plat or other documents of record filed from time to time in connection with the Common Areas. Further, any additional easements for such purposes may be granted by the Association at any time for the purpose of obtaining such services.

Anything contained in this Amended and Restated Declaration to the contrary notwithstanding, the Association hereby reserves for itself, at no cost, an easement under, over and across the Common Area or any part thereof, for the purpose of constructing, completing, repairing, maintaining, inspecting, exhibiting, selling and renting any Residences then owned by the Association and for the purpose of constructing, completing, repairing, maintaining, inspecting and exhibiting the Residences permitted herein on the Common Area.

Section 2. Easements. Noninterference. No Owner shall interfere with any easement as hereinabove set forth in this Article.

Section 3. Easement Rights. The Association, its successors and assigns, and any party for whose benefit easements are granted pursuant to the terms hereof, shall have the right to do whatever may be required for the enjoyment of the easement rights herein granted, including the right to clear said easement areas of trees or shrubs or any building, fence, structure or paving erected on or installed within the easement

areas, and no charge, claim or demand may be made against such parties for any such activities in the exercise of such rights.

Section 4. Easement for Ingress and Egress. The Residence Owners, their Occupants, guests, agents, invitees and licensees, shall have and are hereby granted a general easement for ingress and egress over, across and through the Common Area.

Section 5. Easement for Association. The Association and its successors and assigns shall at all times have the right of ingress and egress across any Lots and Common Areas, for purposes of landscaping, maintenance and repair of the common Areas. In addition, the Association is hereby granted a perpetual easement across Lots 6, 36 and 44 (as shown on the Plats of Development for Woodland Hills) for landscaping maintenance.

Section 6. Easements Running With the Land. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding on the undersigned, all of its grantees and their respective heirs, successors, personal representatives and assigns, perpetually in full force and effect.

As to any Property that is subject to the terms of this Amended and Restated Declaration, reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation or transfer, to the easements, covenants and restrictions contained herein shall be binding upon any such grantee, mortgagee or trustee and their successors and assigns as fully and completely as though said easements, covenants and restrictions were fully recited as set forth in their entirety in such documents.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner hereby covenants, by acceptance in any deed of conveyance of any Lot, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (i) annual assessments or charges representing his share of the expenses of maintenance, repair, replacements, taxes, administration and operation of the Common Area ("Common Expenses"); and (ii) special assessments for any purpose, including capital improvements and unforeseen expenses to be collected from time to time as hereinafter provided. Certain expenses such as utility charges from outside companies for Residences, shall not be deemed to be "Common Expenses", and shall be the responsibility of the individual Residence Owners. Payments of assessments shall be in such amounts and at such times as provided below. The annual and special assessments, together with such interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each such assessment shall also be the

personal obligation of the person who is the owner of such Lot at the time the assessment is due and payable. Such personal obligation shall pass to his successors in title and shall also constitute a lien on the Lot affected thereby until fully paid.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents of the Property and in particular for the improvement and maintenance of the Common Areas, including, but not limited to, the payment of all taxes, insurance, repair, replacement and maintenance relating to the Common Areas and for services and facilities devoted to this purpose and enjoyment thereof.

Section 3. Assessments.

(a) On or before December 1 of each year, the Board shall estimate the total amount necessary for the next calendar year to pay the cost of taxes, wages, materials, insurance, services and supplies relating to the maintenance of the Common Areas for the rendering of all services, together with a reasonable amount necessary for a reserve for emergencies and replacements, as more specifically provided in (e) below, and shall, on or before November 15, but in no event less than thirty (30) days prior to the adoption thereof, notify each Owner in writing as to the amount of such estimate, with reasonable itemization thereof, including itemization for the Common Areas. Such annual budget shall also take into account any estimated net accruable cash income for the year from operation or use of the Common Areas according to the funds available in the accounts established for the Common Areas and other applicable expenses for all the Lots. Said "estimated cash requirement" shall be assessed equally to each owner, according to the number of Lots owned by each owner, and shall be due and payable in equal installments upon such dates as shall be established by the Board from time to time. On or before the date of the annual meeting of each calendar year, the Board shall supply all owners with an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid for the Common Areas and other applicable expenses for all the Lots, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over and under actual expenditures plus reserves. In any given year, the amount accumulated in excess of the amount required for actual expenses and reserves shall be credited equally to each Owner by applying any such excess to expenses and/or reserves for the subsequent year. On or before January 1 of the ensuing year, and on the first day of July of each such year, each Owner shall be obligated to pay to the Board of Directors as it may direct.

(b) If said "estimated cash requirements" as hereinabove set forth proves inadequate for any reason, to defray the operating expenses and costs during any given year, then the Board shall be authorized to adopt a supplemental assessment budget or budgets and shall determine the amount of

a supplemental assessment. The Board shall serve notice of such supplemental assessment on all owners by a statement in writing giving the amount and reasons therefor, and such supplemental assessment shall become due at such time as the Board may determine. All Owners shall be obligated to pay the supplemental assessment.

(c) In addition to the annual assessments authorized above, the Association may levy, in any assessment year, special assessments applicable to that year only for the Common Areas for the purposes of defraying, in whole or in part, the cost of any taxes, construction, reconstruction, repair or replacement of a capital improvement upon said Common Areas. Any such assessment shall be levied equally against each affected owner deemed to be responsible for said assessment. In the event the Board adopts a budget requiring assessment against the Owners in any fiscal year exceeding one hundred and fifteen percent (115%) of the sum of all regular and separate assessments for the preceding year, the Board, upon written petition by the Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of filing of the petition to consider the budget or separate assessment. Unless a majority of the votes of the Owners present are cast at the meeting to reject the budget or separate assessment, the budget or separate assessment shall be deemed to be ratified, regardless of whether or not a quorum is present. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Unit Owner approval or the provisions of hereof. As used herein, "emergency" means immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

(d) Written notice of any meeting called for the purpose of taking any action authorized under Section 3(b) or (c) above shall be sent to all affected Members not less than ten (10) days nor more than sixty (60) days in advance of the meeting.

(e) The Board shall establish and maintain reasonable reserves for contingencies and replacements as it shall deem necessary, and for extraordinary expenditures not included in the "estimated cash requirements" shall be first charged against such reserves in the year of such expenditure. If such reserves are depleted or, in the opinion of the Board, significantly reduced, then any supplemental budget, or the next regular "estimated cash requirements" shall provide for the reestablishment of such reserves as the Board shall deem reasonably appropriate.

(f) The failure or delay of the Board to prepare or serve the annual or adjusted estimate or the itemized accounting or other documents on the Owners shall not constitute a waiver or release in any manner of such Owner's obligation to pay their annual assessments as herein provided, whenever the same shall be

determined and the absence of an annual estimate to the Owner shall constitute an obligation to pay the then existing estimated assessment until notified otherwise.

(g) The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Property specifying and itemizing the maintenance and repair expenses of the Property and any other expenses incurred. Such records shall be available for inspection by any Owner or first mortgagee of record, at such reasonable time or times during normal business hours as may be requested by the Owner or mortgagee. Upon ten (10) days' notice to the Board and payment of a reasonable fee, any Owner shall be furnished a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such owner.

(h) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area, or abandonment of his Lot. Except as otherwise provided elsewhere herein, an owner on the first day of the year shall personally be liable for the annual assessment; and the owner as of the date of any levy of a special assessment shall be personally liable for such assessment.

(i) Assessments related to additions or alterations of the Common Areas shall be approved by no less than two-thirds (2/3) of the Lot Owners.

Section 4. Uniform Rate of Assessment. Annual, supplemental and special assessments must be charged equally to each Lot.

Section 5. Commencement and Payment of Annual Assessments. The assessments provided for herein shall commence for each Lot as of the date title to such Lot is conveyed to a third-party Owner.

Section 6. Association's Lien Subordinate to Mortgages. The lien for assessments as herein provided, and any fees, fines, interest, late charges or penalties levied in connection with unpaid assessments, shall be subordinate to the lien of any first mortgage (or equivalent security interest) on any Lot, provided that such subordination shall apply only to assessments provided for herein which have become due and payable prior the time a sale or transfer of such property by foreclosure the lien of the first mortgage against such Lot has occurred any other transfer in lieu of foreclosure as so certified by the transferor. Such sale or transfer shall not relieve such property and the transferee from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 7. Effect of Non-Payment of Assessments – Remedies of the Association. The amount of each assessment shall constitute a lien on the interest of such Owner. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date of such assessment at the maximum

rate of interest allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against his Lot; and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment.

Upon the recording of notice of lien by the Board of Directors, it shall be a lien upon such property prior to any other liens or encumbrances, recorded or not recorded, subject only to:

(a) Taxes, special assessments and special taxes theretofore or thereafter levied by any political subdivision or municipal corporation of this State and other state or federal taxes which by law are a lien on the interest of such owner prior to pre-existing recorded encumbrances thereon; and

(b) Encumbrances on the interest of such owner recorded prior to the date such notice is recorded, which by law would be a lien thereon prior to subsequently recorded encumbrances.

The lien for common Expenses shall be in favor of the Association for the benefit of all other owners who may have the right to bring any action authorized under this Amended and Restated Declaration, Amended and Restated By-Laws or otherwise in law or equity. In the event an owner's interest is sold at a public or private sale pursuant to this Amended and Restated Declaration or the Amended and Restated By-Laws because of the failure to pay the Common Expenses, the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed and to acquire and hold, lease, mortgage and convey the same.

The Board shall have the power and right to assess additional fines and penalties against any Owner for non-payment of assessments, as long as said fines and penalties are uniformly applied.

The Board shall also have the authority to charge any fees charged by the manager or managing agent to an owner's assessment account that are incurred by the Association as a result of said Owner's delinquency so long as such fees (i) are related to the costs to collect common expenses for the Association, and (ii) the fees are set forth in a contract between the manager or managing agent and the Association Owner shall be responsible for payment of all such fees.

Section 8. Forcible Entry and Detainer. In the event of any default by any owner in the performance of his obligations under this Amended and Restated Declaration, Amended and Restated By-Laws, or Rules or Regulations of the Board, the Board, or its agents, shall have such rights and remedies in addition to those provided or permitted by law, including the right to take possession of such Owner's interest in the Property for the benefit of all other owners by an action for possession in the manner prescribed in the Forcible Entry and Detainer Act (Illinois Revised Statutes, Chapters 57 and 110).

Section 9. Exempt and Partially Exempt Property. The following Property subject to this Amended and Restated Declaration shall be exempt from the assessments created herein: (a) all properties dedicated to and accepted by a local public authority and properties granted to or used by a utility company, and (b) the Common Areas.

Section 10. 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 Common Areas. Where less than all of the owners are responsible for the existence of said lien, such owners responsible shall be jointly and severally liable for the amount necessary to discharge the same, and for all costs and expenses, including attorneys' fees and court costs incurred by reason of the lien.

Section 11. Additional Assessments. Certain real estate contiguous to the Property ("adjacent land") was developed for commercial use and generates storm water to be detained and/or retained on the Property. A perpetual easement is hereby granted over and on the Property for drainage and/or retention/detention generated by such adjacent land. Further, the owners of said adjacent land shall be subjected to covenants and restrictions requiring the payment of maintenance assessments to the Association to help defer the cost of maintenance of such detention/retention, the Board of the Association is hereby authorized to collect and accept such assessments and include such amounts in the calculation of the annual operating budget for the Association.

ARTICLE X

INSURANCE

Section 1. Acquisition of Insurance Coverage. The Association shall have the authority to and shall obtain comprehensive public liability insurance, including liability for death, injury and property damage, insuring the Association and its members in an amount not less than \$2,000,000 per occurrence.

Section 2. Fidelity Insurance. The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage available to protect funds in the custody or control of the Association plus the Association reserves. Any management company who is responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage available to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and the management company.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Board Liability. The Directors from time to time constituting the Board, and the Officers thereof, shall not be liable to the Members of the Association for any mistake of judgment or for any actions or omissions to acts made in good faith as such Directors or officers.

Section 2. Deeds and Conveyances Subject to Amended and Restated Declaration. Each grantee, by the acceptance of a deed of conveyance of any Lot, agrees to be deemed for all purposes to be and become the Owner of such Lot as herein defined, and accepts such conveyance subject to all easements, restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Amended and Restated Declaration and the Amended and Restated By-Laws and all rights, benefits and privileges of every character granted hereby, created, reserved or declared, whether or not they are referred to or set forth in any deed or other transfer of title or interest.

Section 3. Real Estate Taxes. Real estate taxes and general and special assessments levied upon the common Areas shall be a Common Expense paid by the Association through assessments received from the Owners, pursuant to Article IX as hereinabove set forth. Real estate taxes shall be separately taxed to each Owner for his Lot and shall be paid directly to the taxing authority by such Owner. In the event that such taxes for any year with respect to any Lot are not separately taxed to the Owner thereof, but rather are taxed on any part or parts of the Property consisting of more than one (1) lot, and containing the Lot of such Owner, then such Owner shall pay a percentage of such undivided tax bill determined by dividing the total number of square feet in the Lot or Lots owned by such Owner, by the total number of square feet covered by the undivided tax bill. The calculations referred to above shall be determined by the Association and shall be binding upon the Owners. Each Owner shall pay such amount to the Association Board within ten (10) days after demand therefor and the Association shall pay such taxes to the appropriate collecting authority. The Association Board shall have authority to advance funds in payment of all or a portion of such taxes pending receipt from the respective Owners of their proportionate shares.

Section 4. Conflicts. In the event of any conflict between this Amended and Restated Declaration and the Amended and Restated By-Laws or Articles of Incorporation, this Amended and Restated Declaration shall control. In the event of a conflict between the terms of this Amended and Restated Declaration and any law applicable to the property, the more restrictive (as determined by the lawmaking authority) shall control.

Section 5. Governing Law. The laws of the State of Illinois shall govern the construction, interpretation, application and enforcement of this Amended and Restated Declaration and the Association formed pursuant thereto.

ARTICLE XII

GOVERNMENTAL RIGHTS

Section 1. Special Service District. The Village of Bartlett has established a "Special Service District" encompassing the Property which district will provide for a municipal tax levy or assessment to be assessed against each Lot for the purposes of funding costs or expenses that may be incurred by the Village in conjunction with maintenance and repair of the Common Areas. The Association shall be obligated to pay its portion of such tax, levy or assessment as billed from time to time by the municipality, whether such amount is included in the regular annual real estate tax bill, or by special bill or invoice.

Section 2. Amendment. No amendment of this Article XII shall be effective without the specific written consent of the Village.

ARTICLE XIII

AMENDMENTS TO AMENDED AND RESTATED DECLARATION

Section 1. Approval of Amendments. Except as provided below, provisions of this Amended and Restated Declaration may be amended by an instrument in writing setting forth the amendments and executed by the owners representing not less than sixty-seven percent (67%) of the outstanding membership votes entitled to be cast.

Section 2. Compliance with Governmental Authority. Association reserves the right and power to record any special amendments to this Amended and Restated Declaration at any time and from time to time, to amend this Amended and Restated Declaration to comply with requirements of the Department of Housing and Urban Development, the Federal National Mortgage Association, the Veterans Administration, or any other governmental agency or public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities.

Section 3. Restrictions on Alienation. Anything herein contained to the contrary notwithstanding, no amendment to the Amended and Restated Declaration, Articles of Incorporation or Amended and Restated By-Laws which shall seek to vest a right of first refusal as to the sale or lease of a Residence, or any similar restriction in favor of the Association, other owners or related entities, shall be of any force or effect.

Section 4. Validity of Amendments. No amendments approved pursuant to his Article XII shall become valid until a copy of same, certified: by the Secretary of the Association to be true and correct, shall be placed of record.

ARTICLE XIV

RESALES AND RECORDS

Section 1. Resale. In the event of any sale of a Lot by an Owner, such Owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand the following:

- (a) A copy of the Amended and Restated Declaration, Amended and Restated By-Laws and any Rules and Regulations.
- (b) A statement of any liens, assessments due or other charges due and owing.
- (c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
- (d) A statement of the status and amount of any reserve or replacement fund or any portion of such fund earmarked for any specified project by the Board.
- (e) A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.
- (f) A statement of the status of any pending suits or judgments in which the Association is a party.
- (g) A statement setting forth what insurance coverage is provided for all Owners by the Association.

The President of the Association or such other officer as is specifically designated shall furnish the above information when requested to do so in writing and within thirty (30) days of the request. A reasonable fee covering the direct out-of-pocket cost of providing such information and copying may be charged by the Association or the Board to the seller for providing such information.

Section 2. Records of the Association.

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

(a) the Association's Amended and Restated Declaration, Amended and Restated By-Laws, and plats of survey, and all amendments of these;

(b) the Rules and Regulations of the Association, if any;

(c) the Articles of Incorporation of the Association and all amendments to the Articles of Incorporation;

(d) minutes of all meetings of the Association and the Board of Directors for the immediately preceding seven (7) years;

(e) all contracts, leases, and other agreements then in effect to which the Association is a party or under which the Association or the Unit Owners have obligations or liabilities;

(f) ballots and proxies related to ballots for all matters voted on by the members of the Association during the immediately preceding twelve (12) months, including but not limited to the election of members of the Board of Directors; and

(g) the books and records of account for the Association's current and ten (10) immediately preceding fiscal years, including but not limited to itemized and detailed records of all receipts and expenditures.

B. Any member of the Association shall have the right to inspect, examine, and make copies of the records described in subdivisions (a) – (e) and (i) of Subsection A of this Section 2, in person or by agent, at any reasonable time or times, at the Association's principal office. In order to exercise this right, a member must submit a written request to the Board of Directors or its authorized agent, stating with particularity the records sought to be examined.

C. Except as otherwise provided in Subsection D of this Section 2, any member of Association shall have the right to inspect, examine, and make copies of the records described in subdivision (g) of Subsection A of this Section 2, in person or by agent, at any reasonable time or times but only for a proper purpose, at the Association's principal office. In order to exercise this right, a member must submit a written request, to the Board or its authorized agent, stating with particularity the records sought to be examined and a proper purpose for the request.

D. The actual cost to the Association of retrieving and making requested records available for inspection and examination under this Section shall be charged by the Association to the requesting member. If a member requests copies of records requested under this Section, the actual costs to the Association of reproducing the records shall also be charged by the Association to the requesting member.

E. Notwithstanding the provisions of Subsection C of this Section 2, unless otherwise directed by court order, the following records are not available to inspection, examination, or copying by members:

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

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

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

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

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

ARTICLE XV

MISCELLANEOUS

Section 1. Conflicts. In the case of a conflict between the terms of this Amended and Restated Declaration and the provisions of any law or ordinance applicable to the Property, the most restrictive shall govern.

Section 2. Rules and Regulations. Any breach of any rule or regulation adopted by the Board or Developer in accordance with the terms of this Amended and Restated Declaration shall constitute a violation of the terms of this Amended and Restated Declaration, and the Association/Developer shall have the right to exercise any and all remedies granted hereunder.

Section 3. Perpetuities and Other Rules of Property. If any of the options, privileges, covenants or rights created by this Declaration would otherwise violate (a) the rule against perpetuities or some analogous statutory provision, or (b) 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 now living lawful descendants of the incumbent President of the United States and of both incumbent U.S. Senators from the State of Illinois.

Signed and acknowledged this _____ day of _____, 20____.

being two-thirds (2/3) of the Board of Directors
of Woodland Hills Homeowners Association

EXHIBIT A

Legal Description

[TO BE INSERTED PRIOR TO RECORDING]

EXHIBIT B
AMENDED AND RESTATED BY-LAWS
OF
WOODLAND HILLS HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Woodland Hills Homeowner's Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located in Bartlett, Illinois, but meetings of members and directors may be held at such places within the State of Illinois, County of DuPage, or such other reasonable location as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to the Woodland Hills Homeowners' Association, an Illinois not-for-profit corporation, its successors and assigns.

Section 2. "Board" shall mean and refer to the Board of Directors of the Association selected pursuant to the terms of this Amended and Restated Declaration, the Articles of Incorporation of the Association, and the Amended and Restated By-Laws thereof.

Section 3. "Common Area" or "Common Areas" shall mean that portions of the property generally so designated in the Amended and Restated Declaration (as hereinafter defined).

Section 4. "Amended and Restated Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restriction for the Woodland Hills Homeowners Association applicable to the Properties recorded in the Office of the Recorder of Deeds of DuPage County, Illinois.

Section 5. "Lot" shall mean and refer to a Lot for residential use so shown and designated and numbered as such upon any plat of the Property, either recorded or as approved by resolution of the Board of Trustees of the Village of Bartlett (except such Lot or Lots as may be designated as Common Area under the terms hereof).

Section 6. "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 7. "Owner" shall mean and refer to the record owner (or the beneficiaries of a land trust which may be a record owner) whether one or more persons or entities, of fee simple title to any Lot as defined herein, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "owner" shall include Developer to the extent of the number of Lots owned by Developer.

Section 8. "Residence" shall mean a dwelling unit, whether attached, detached or semi-attached (including apartments, townhouses and row houses) designed for residential occupancy by a single family.

Section 9. "Original Declaration" shall mean the Declaration of Covenants, Conditions and Restructure for Woodland Hills recorded with the Office of the Recorder of Deeds, DuPage County, Illinois on May 23, 1990 as Document No. 90-062623.

ARTICLE III

MEETING OF MEMBERS

Section 1. Meetings. There shall be a regular annual meeting of the Members each year on the first Wednesday in May, at the hour of 7:00 o'clock, P.M. or as near to such date as practicable as may be designated in the notice and established by the Board.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president of the Association or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than sixty (60) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Notice as required under these By-Laws may also be sent by electronic means. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty percent (20%) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation of the Association, the Amended and Restated Declaration, or these Amended and Restated By-Laws. If however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to

adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable, shall expire eleven (11) months from the date of execution unless otherwise provided in the proxy, and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of nine (9) directors, who shall be Owners in the Association. All directors shall be elected at large.

Section 2. Term of Office. At the first annual meeting the Members shall elect three directors for a term of one year, three directors for a term of two years and three directors for a term of three years. At each annual meeting thereafter, the Members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a two-thirds (2/3) vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by two-thirds (2/3) of the remaining members of the Board at any regular or special meeting of the Board, or by a special election by the Owners within thirty (30) days after a petition signed by no less than twenty percent (20%) of the Owners has been submitted to the Board.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Unanimous Consent. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, and two or more Members of the Association. The Nominating Committee shall be appointed by

the Board of Directors prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. All such nominees shall be Owners.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Amended and Restated Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice shall be provided to the Owners at least forty-eight (48) hours before the date of said meeting. A notice containing the dates of all meetings for the year shall satisfy this requirement. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. At all meetings of the Board, there shall be a homeowners' forum, however, the Board may establish the time and length of said homeowners' forum.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any three (3) directors, after not less than forty-eight (48) hours' written notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. All meetings of the Board, whether regularly scheduled or specially called, shall be open to all Unit Owners, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of an employee; or (iii) to discuss violations of rules and regulations of the Association or a Unit Owner's unpaid share of common expenses. Any vote on the matters listed in clauses (i), (ii)

and (iii) above, shall be taken at a Board meeting or portion thereof open to any Unit Owner.

Section 5. Conflict of Interest. The Board may not enter into a contract with a current Board member or with a corporation or partnership in which a Board member or a member of the Board member's immediate family has 25% or more interest, unless notice of intent to enter the contract is given to Owners within 20 days after a decision is made to enter into the contract and the Owners are afforded an opportunity by filing a petition, signed by 20% of the Owners, for an election to approve or disapprove the contract; such petition shall be filed within 20 days after such notice and such election shall be held within 30 days after filing the petition; for purposes of this Section, a Board member's immediate family means the Board member's spouse, parents, and children.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish Rules and Regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights and right to use of any Common Area and recreational facility of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing to such Member, until such time as all delinquent assessments due from such Member shall be paid;

(c) institute lien foreclosure, collection or other legal proceedings against an owner with respect to any assessment delinquent for more than thirty (30) days;

(d) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Amended and Restated By-Laws, the Articles of Incorporation, or the Amended and Restated Declaration;

(e) declare the office of a Member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(f) employ a manager, independent contractor or contractors, or such other employees as deemed reasonable or to fulfill the obligations of the Directors hereunder.

(g) to impose charges for late payment of a Owner's assessments, or any other expenses lawfully agreed upon, and after notice and an opportunity to be heard, to levy reasonable fines for violation of the Amended and Restated Declaration, Amended and Restated By-laws, and the Rules and Regulations of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Amended and Restated Declaration, to:

(1) fix the amount of the annual assessment against each Lot;
and

(2) send written notice of each assessment to every owner subject thereto on or before December 1 of each calendar year.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

Section 3. Board's Determination Binding. In the event a disagreement arises between any Owners relating to the Property or the interpretation and application of this Amended and Restated Declaration, the review and resolution thereof by the Board shall be final and binding upon any and all such Owners.

Section 4. Governing Law. In all other respects, the Association, its directors, officers and Members shall be governed by the Illinois Common Interest Community Act

and the Illinois General Not-For-Profit Corporation Act. The Association shall, at all times, be a duly organized and authorized Illinois Not-For-Profit corporation, operating under the Illinois General Not-For-Profit Corporation Act.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolution of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association may appoint an Architectural Control Committee, as provided in the Amended and Restated Declaration, and shall appoint a Nominating Committee, as provided in these Amended and Restated By-Laws. In addition, the Board of Directors shall appoint other committees as deemed necessary or appropriate in carrying out the purposes of the Amended and Restated Declaration.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Amended and Restated Declaration, the Articles of Incorporation and the Amended and Restated By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Amended and Restated Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Lot against which the assessment is made. Any assessments which are not paid when due shall be delinquent. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

AMENDMENTS

Section 1. These Amended and Restated By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these Amended and Restated By-Laws, the Articles shall control; and in the case of any conflict between the Amended and Restated Declaration and these Amended and Restated By-Laws, the Amended and Restated Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, _____, state that I am the _____
of the Board of Directors of the Woodland Hills Homeowners Association, and that a
copy of the foregoing Amended and Restated Declaration was either delivered
personally to each Owner at the Association or was sent by regular U. S. Mail, postage
prepaid, to each Owner in the Association at the address of the unit or such other
address as the Owner has provided to the Board of Directors for purposes of mailing
notices. I further state that the Owners did not file a petition with the Board, pursuant to
the requirements of Section 1-60 of the Illinois Common Interest Community Act,
objecting to the adoption of this Amended and Restated Declaration.

Subscribed and Sworn to before me
this ____ day of _____, 20____.

Notary Public

My Commission Expires: _____

