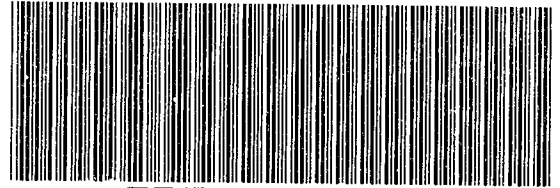


**AMENDED AND RESTATED
DECLARATION
OF COVENANTS, CONDITIONS,
RESTRICTIONS AND
EASEMENTS RELATING TO
LAKEVIEW AT WOODLAND
HILLS TOWNHOUSE
ASSOCIATION**



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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING
TO LAKEVIEW AT WOODLAND HILLS TOWNHOUSE ASSOCIATION**

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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RELATING
TO LAKEVIEW AT WOODLAND HILLS TOWNHOUSE ASSOCIATION**

This Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements ("Declaration") has been approved this 25 day of JANUARY, 2012, 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").

WITNESSETH:

WHEREAS, the Original Declarant developed the real estate in the Village of Bartlett, County of DuPage, State of Illinois, which is legally described in Exhibit "A" attached hereto and incorporated by reference herein; (hereinafter referred to as the "Property"); and

WHEREAS, the Property has been improved in part with townhouses; and

WHEREAS, said townhouse development is called "Lakeview At Woodland Hills" and all of said land has been and shall be subjected to covenants, conditions, easements, restrictions, charges and liens herein provided for the purpose of preserving and enhancing the value of said land and for the benefit and enjoyment of the Persons residing thereon; and

WHEREAS, as part of the planned development certain community facilities are provided for the primary benefit and enjoyment of the persons residing in the Units in every portion of the Property, and such facilities within the Property require uniform and continuing care and maintenance for the primary benefit and enjoyment of all persons residing in the Units within the Property; and

WHEREAS, there has been organized the Lakeview At Woodland Hills Townhouse Association (hereinafter referred to as the "Association"), an Illinois not-for-profit corporation; and

WHEREAS, the Property described in Exhibit "A", which is attached hereto and incorporated by reference herein (hereinafter referred to as the "Property"), is subject to the terms and conditions of this Declaration; and

WHEREAS, the Property has also been submitted to a certain "Declaration of Covenants, Conditions, Easements and Restrictions" for Woodland Hills Homeowners' Association; and

NOW, THEREFORE, the 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 hereof.

ARTICLE I

DEFINITIONS

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

Section 1. "Association" shall mean Lakeview At Woodland Hills Townhouse Association, an Illinois not-for-profit corporation organized or to be organized as required under the terms of this Declaration, its successors and assigns.

Section 2. "Board of Directors" shall mean the group of people elected by the Owners as the governing body to exercise for the Owners of the Association all powers, duties and authority vested in the Board of Directors under the Act and the Association's Declaration and By-Laws.

Section 3. "Bylaws" shall mean the Amended and Restated Bylaws attached hereto as Exhibit B of this Declaration.

Section 4. "Common Area" shall mean all real property, together with all improvements and structures thereon, owned by the Association for the common use and enjoyment of its members, as legally described in Exhibit "A" attached hereto and incorporated by reference herein.

Section 5. "Common Expenses" shall mean the proposed or actual expenses affecting the property, including reserves, if any, lawfully assessed by the Association.

Section 6. "Common Interest Community" shall mean real estate other than a condominium or cooperative with respect to which any person by virtue of his or her Ownership of a partial interest or a unit therein is obligated to pay for the maintenance, improvement, insurance premiums or real estate taxes of common areas described in a Declaration which is administered by an Association. Common Interest Community may include, but not be limited to, an attached or detached townhome, villas, or single-family home. A Common Interest Community does not include a master Association.

Section 7. "Community Instruments" shall mean all documents and authorized amendments thereto recorded by a developer or a Common Interest Community Association, including but not limited to, the Declaration, By-Laws, Plat of Survey and rules and regulations.

Section 8. "Declaration" shall mean the Amended and Restated Declaration.

Section 9. "Lot" shall mean and refer to a platted Lot designated as such upon any recorded subdivision map of the Property and upon which Lot a Unit is constructed or to be constructed.

Section 10. "Management Company" or "Community Association Manager" shall mean a person, partnership, corporation, or other legal entity entitled to transact business on behalf of others, acting on behalf of or as an agent for an Association for the purpose of carrying out the duties, responsibilities, and other obligations necessary for the day to day operation and management of any property subject to this Act.

Section 11. "Master Association" shall mean Woodland Hills Homeowners' Association, Inc., an Illinois not-for-profit corporation, organized as required under the terms of the Declaration recorded as Document Number 90-06263 at the Recorder of Deeds of DuPage County (hereinafter referred to as "Master Declaration"), as amended from time to time.

Section 12. "Master Common Area" shall mean all real property, together with all improvements and structures thereon, owned by the Master Association for the common use and enjoyment of its members, as legally described in Exhibit "A" of the Original Declaration and incorporated only by reference herein, and such additional portions of the Property as may be subjected to the terms of the Master Declaration and designated as Master Common Area by the Declarant including but not limited to all bikeways and landscaping berms.

Section 13. "Meeting of the Board" or "Board Meeting" shall mean any gathering of a quorum of the members of the Board of the Association held for the purpose of conducting Board business.

Section 14. "Member" shall mean every person or entity who holds membership in the Association as herein described.

Section 15. "Occupant" shall mean and refer to any person or persons in possession of a Unit.

Section 16. "Original Declaration" means the recorded Declaration by the Original Declarant with the DuPage County Recorder of Deeds as Document No. R97-148958 on October 2, 1997.

Section 17. "Owner" shall mean the record Owners, whether one or more persons or entities, of a fee simple title to any Unit which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

Section 18. "Person" shall mean a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

Section 19. "Plat" shall mean a plat or plats of survey of the parcel and of all Units in the Association which may consist of a three-dimensional horizontal and vertical delineation of all such units, structures, easements, and common areas on the property.

Section 20. "Prescribed Delivery Method" shall mean mailing, delivering, posting in an Association publication that is routinely mailed to all Owners, or any other delivery method that is approved in writing by the Owner and authorized by the Community Instruments, to include electronic means.

Section 21. "Property" shall mean that certain tract of real estate situated in Village of Bartlett, County of DuPage, State of Illinois, as legally described in Exhibit "A" attached hereto and incorporated by reference herein.

Section 22. "Reserves" shall mean those sums paid by Owners which are separately maintained by the Association for purposes specified by the Declaration and By-Laws of the Association.

Section 23. "Unit" shall mean a townhouse consisting of one or more rooms, regardless of number and size of said rooms, either attached or detached, designed and intended for a one family dwelling or any plot of land used or intended for same. One family may own and/or occupy more than one Unit; however, such use shall in no way affect the rights, duties and obligations under this Declaration.

ARTICLE II

MEMBERSHIP

There shall be one (1) class of voting membership as outlined in Article IV Section 1 of this Declaration. Membership shall be appurtenant to and may not be separated from Ownership of any Unit which is subject to assessment by the Association. Ownership of such Unit shall be the sole qualification for membership. Regardless of membership, only the actual occupants of a Unit shall be entitled to the hereinafter described easement of enjoyment.

ARTICLE III

PROPERTY RIGHTS

Section 1. Easements. All easements described in this Declaration are easements appurtenant to and running with the land; they shall, at all times, inure to the benefit of and be binding on the Owners and their respective heirs, successors, personal representatives or assigns, perpetually in full force and effect.

Reference in any deed of conveyance, mortgage, trust deed, or other evidence of obligation, including but not limited to the Plat of Subdivision recorded in the Recorder of Deeds of DuPage County, Illinois as Document Number R97-059648, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants as fully and completely as though they were set forth in their entirety in such documents.

The Lots shall be subject to utility easements for sanitary and storm sewers, water, gas, electricity, telephone and any other necessary utilities.

Section 2. Duration. The covenants, restrictions, conditions, reservations, liens and charges imposed by this Declaration shall run with and bind the land for a period of forty (40) years and may be enforced by the Association through any proceeding at law or in equity. Failure by the Association to so enforce shall in no event be deemed a waiver of the right to do so thereafter. After the expiration of said forty (40) year period, all of the aforesaid shall continue to run with and bind the land for successive periods of ten (10) years each unless revoked by an instrument signed by not less than two-thirds of the Owners; provided, however, that such written instrument must be recorded and copies must be delivered to each and every Owner at least one (1) year in advance of the expiration of the original or successive term.

Section 3. Access Easement. Every member, Owner, contract purchaser, tenant, guest, invitee and mortgagee shall have an easement for ingress and egress over and across the Master Common Area and the Association's Common Area to and from any and all parts of the Property.

Section 4. Easement of Enjoyment. Every occupant of a Unit shall have the right and easement of enjoyment in and to the Common Area as well as the Master Common Area as defined in the Master Declaration.

Section 5. Delegation of Use. Every Owner, not occupying his/her Unit, hereby delegates, in accordance with the provisions of this Declaration and the By-Laws of the Association, his/her right to enjoyment of the Common Area and the Master Common Area and facilities to tenants or contract purchasers who reside in his/her Unit.

Section 6. Limitation of Rights. No Owner of a Unit contiguous to any Common Area or Master Common Area which has an area of water, stream detention/retention or drainage area shall have any rights with respect to such area of water, stream detention/retention or drainage area, the land thereunder, the water therein, or its or their elevation, use or condition, nor shall such Owner have any riparian rights incident or appurtenant thereto. No person or entity shall acquire title to any land in the Property by accretion, reliction, submergence or changing water levels.

Section 7. Right to Remove Accretions. The Master Association shall have the right, at any time, to dredge or otherwise remove any accretion or deposit from any Unit in order that the shoreline of the water area, stream, detention/retention or drainage area within the Master Common Area to which the Unit is contiguous may be moved toward the boundary of said Unit.

Section 8. Responsibility for Damages. Neither the Master Association nor the Association shall be liable for damages caused by erosion, washing or other action of the water of any area, stream, detention/retention or drainage area.

Section 9. Right to Change Level of Water. The Master Association shall have the right to raise and lower the water levels in the Master Common Area in the development; provided, however, that such right shall not permit raising the water level over one vertical foot above the normal high water elevation.

ARTICLE IV

VOTING RIGHTS AND BOARD OF DIRECTORS

Section 1. Voting Rights. The Association shall have one (1) class of membership. Members shall be all Owners. Each Member shall be entitled to one (1) vote for each Unit in which he/she holds title. If more than one person is the record Owner of any Unit, or if an Owner is a trustee, corporation, partnership or other legal entity, the vote for such Unit shall be exercised as such Owner or Owners of that Unit shall designate. Such designation shall be made in writing to the Board or in such other manner as may be provided in the By-Laws of the Association (the By-Laws). A Member may vote by proxy executed in writing by the Member or by his or her duly authorized attorney in fact, provided, however, that the proxy bears the date

of execution. Unless the Community Instruments or the written proxy itself provide otherwise, proxies will not be valid for more than eleven (11) months after the date of its execution.

Section 2. Board of Directors. The Direction and administration of the Association shall be vested in a Board of Directors (hereinafter referred to as the "Board"). The Board shall consist of five (5) members, or such greater number as may be provided in the By-Laws, duly appointed or elected as provided herein and in the By-Laws. Directors shall be members of the Association. The Board shall maintain and administer certain portions of the Units and improvements thereon in accordance with the terms and provisions of this Declaration and the By-Laws.

Section 3. Installment Contracts. Upon proof of purchase, the purchaser of a Unit from a seller pursuant to an installment contract for purchase shall, during such times as he or she resides in the Unit, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing member of the Board, and shall have the right to vote for the members of the Board of the Association and to be elected to and serve on the Board unless the seller expressly retains in writing any or all of such rights.

ARTICLE V

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation. Each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance of property, is deemed to covenant to pay to the Association such assessments as are levied pursuant to the provisions of this Declaration. Such assessments, together with interest thereon, and costs of collection, including but not limited to attorneys' fees, if any, as herein provided, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with such interest and costs shall also be the personal obligation of the Owner of such Unit at the time when the assessment falls due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be exclusively for the purpose of promoting the recreation, health, safety and welfare of residents of the Property, and in particular, for the improvement, maintenance, conservation, beautification and administration of the Common Area, Master Common Area and certain portions of the Units, including, but not limited to, the payment of taxes and insurance thereon, the making of repairs, replacements and additions thereto, the cost of all labor, equipment, services (including but not limited to utilities, cable television, security services, professional fees, licenses and permits), the materials in connection with the proper maintenance and operation of the Common Area, Master Common Area and certain portions of the Units, the management and the supervision thereof, and reasonable reserves for such expenses.

Section 3. General Annual Assessments. The annual assessments shall be comprised of annual Association assessments which are intended to provide funds for use in relation to services and general affairs of the Association and annual maintenance assessments which as above stated are intended to provide funds for use in relation to maintenance of certain portions of the Units and the Common Area which benefit each Unit equally and the annual assessment

assessed to the Association by the Master Association as per the Master Declaration. It is hereby expressly understood that the Master Association pursuant to the terms and conditions of the Master Declaration, shall have the right to levy against the Association annual assessments; and the Association shall have the absolute obligation to pay to the Master Association such annual assessments, notwithstanding its inability to collect its assessment from any of its Members. Annual assessments shall be as approved by resolution of the Board except for initial assessments as provided for hereinafter. Each unit owner shall receive through a prescribed delivery method, at least thirty (30) days but not more than sixty (60) days prior to the adoption thereof by the Board, a copy of the proposed annual budget together with an indication of which portions are intended for reserves, capital expenditures or repairs or payment of real estate taxes.

Section 4. Special Assessments.

a. In addition to the annual assessments authorized above, the Association may levy special assessments for the purpose of defraying in whole or in part, the cost of, any construction or reconstruction, unexpected repair or replacement of described capital improvement upon the Common Area, Master Common Area or certain portions of the Units, including the necessary fixtures and personal property related thereto, or for any other reason. The Board shall be obligated to provide notice to the Owners of such special assessment in the same manner as provided in Section 3 above in relation to the budget.

b. If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding one hundred fifteen percent (115%) of the sum of all regular and separate assessments payable during the preceding fiscal year, the Association, upon written petition by Owners with twenty percent (20%) of the votes of the Association delivered to the Board within fourteen (14) days of the Board action, shall call a meeting of the Owners within thirty (30) days of the date of delivery of the petition to consider the budget or separate assessment; unless a majority of the total votes of the Owners are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified. Special assessments levied hereunder shall be due and payable at such time or times and in such manner as shall be fixed by the Board.

c. Any common expense not set forth in the budget or any increase in assessments over the amount adopted in the budget shall be separately assessed against all Owners.

d. Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Owner approval or the provisions of subsection (c) or (e) of this Section. As used herein, "emergency" means an immediate danger to the structural integrity of the common areas or to the life, health, safety, or property of the Owners.

e. Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of two-thirds of the total members at a meeting called for that purpose.

f. With respect to any special assessment levied by the Association to cover any special assessment levied by the Master Association, or any reconstruction, repair or maintenance costs incurred by the Master Association and assessed to the Association, these costs, if not paid within thirty (30) days after demand, may be added to and become a part of the annual assessment(s) to which such Owner is subject and shall be a lien(s) and obligation of each Owner thereof and shall become due and payable in all respects and to the same extent as provided herein.

Section 5. Reserves. The annual budget shall include an amount to be specifically designated as a capital reserve. A portion of each installment of the annual assessments paid to the Association as this amount shall be aggregated and maintained by the Association.

Section 6. Uniform Rate of Annual Assessments. The homeowner will also be responsible for the assessments of the Woodland Hills Homeowners Association, said assessment being paid semi-annually or on such other basis as established by the Board, to the Townhouse Association by said Unit Owner. Both the annual and special assessments must be fixed in uniform amounts for the Owners.

Section 7. Notice and Quorum for Any Action Authorized Under Article V. Written notice of any meeting called for the purpose of approving any proposed action authorized under this Article V, shall be delivered or mailed by regular mail to all Members not less than ten (10) days, nor more than sixty (60) days in advance, of the meeting.

Section 8. Due Dates and Payments of Assessments. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period, but the failure to do so shall not affect the validity thereof. Written notice of the annual assessment shall be sent to every Member subject thereto. Assessments shall be collected on a monthly basis from the Members by the Association, or by Managers employed or contracted with by the Association. Commencing on the first day of the first month of each annual assessment period, each Member shall be obligated to pay to the Association, one-twelfth (1/12) of the assessment made pursuant to this Article, and an additional one-twelfth (1/12) shall become due and payable on the first day of each month thereafter.

Section 9. Itemized Accounting. The Board shall provide all Owners a reasonable detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Owners an itemized accounting of the common expenses for the preceding year actually incurred or paid, together with an indication of which portions were for reserves, capital expenditures or repairs or payment of real estate taxes and with a tabulation of the amounts collected pursuant to the budget or assessment, and showing the net excess or deficit of income over expenditures plus reserves or (ii) provide a consolidated annual independent audit report of the financial status of all fund accounts within the Association.

Section 10. Nonpayment of Assessments.

a. Any assessments which are not paid when due shall be delinquent. If any installment is not paid within thirty (30) days after the due date, the Board may, upon written notice to such Member of such delinquency, accelerate the maturity of all remaining installments due with respect to the current fiscal year and the total amount shall become immediately due and payable and shall commence to bear interest from the date of acceleration at the highest rate of interest legally allowable by law at the time, and the Association may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose a lien in said amount against the Owner's Unit, and/or file a Forcible Entry and Detainer action, including interest, costs and reasonable attorneys' fees of any such action, which shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or the Master Common Area or abandonment of his/her Unit.

b. The Board shall also have the authority to charge any fees charged by the manager or managing agent to a unit owner's assessment account that are incurred by the Association as a result of said owner's delinquency so long as such fees are (i) related to the cost 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 11. Forcible Entry and Detainer. In the event of any default by any Owner in the performance of his/her obligations under this Declaration, By-Laws, or rules or regulations of the Board or that of the Master Declaration, By-Laws, Rules and Regulations, 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, Chapter 57 and 110).

Section 12. Association's Lien Subordinated to Mortgages. The lien for assessments as provided in Section 1 of this Article V shall be subordinate to the lien of any first mortgage on any Unit and to the lien for common expenses on any Unit by the Master Association. Such lien shall not be affected by any sale or transfer except a sale or transfer pursuant to or in lieu of foreclosure. Said provisions shall not affect the liability for any assessments coming due after any such sale or transfer. Where title is transferred pursuant to a decree of foreclosure or by deed or assignment in lieu of foreclosure of a First Mortgagee, the First Mortgagee shall have the duty to pay the assessments for the Unit from and after the first day of the month after the date of the judicial foreclosure sale, delivery of the deed in lieu of foreclosure, entry of a judgment in common law strict foreclosure or taking of possession pursuant to Court Order.

ARTICLE VI

DUTIES AND POWERS OF THE ASSOCIATION

In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and By-Laws, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers:

Section 1. With Respect to Master Association.

- a. To pay to the Master Association all sums assessed to the Association when and as they become due.
- b. To undertake and fulfill any and all responsibilities lawfully delegated to the Association by the Master Association pursuant to the Master Declaration.

Section 2. With Respect to Association:

a. Exterior Maintenance. The Association shall provide exterior maintenance upon each Unit which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, privacy fences, trees, shrubs, grass, walks, driveways and other exterior improvements, and the Association for itself and its agents is hereby granted the right and easement to enter in and upon all Units and the exterior of the homes thereon for the purposes of such maintenance. Such maintenance shall not include glass surfaces, patio areas, window and door fixtures and hardware and fenced-in yards. The Association shall have the right to draw water from any Unit as required for the performance of its duties without additional cost.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his/her family, or guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Unit is subject.

- b. Grant easements where necessary for public utilities (specifically including a Cable Television Company) to serve the Units.
- c. Maintain such policy or policies of insurance, if and as, the Board of Directors of the Association deems necessary or desirable in furthering the purposes of and protecting the interests of the Association and its members, officers and Directors.
- d. Employ a manager or other persons and to contract with independent contractors, managing agents, collection agents, lawyers, accountants and others to perform and effectuate all or any part of the duties and powers of the Association to the extent permitted by law.
- e. Establish and maintain a working capital and reserve fund with respect to the Association in an amount determined from time to time by the Board of Directors. The funds shall be employed by the Association in such manner as its Directors shall deem fit for the purpose of effectuating the objects and purposes of the Association, consistent with the terms and provisions of this Declaration. Funding may be furnished by means of the annual assessments or special assessments as provided for in Article V.

Section 3. With Respect to Individual Units:

a. Employ a manager or other persons and contract with independent contractors and others to take advantage of economies of scale by purchasing certain goods and services on behalf of the Property.

b. Maintain secondary responsibility and right to step in and fulfill maintenance responsibility of any Owner in the event that said Owner is not fulfilling his/her duties properly, and that the failure is damaging to the Property. Said right shall specifically include, but not be limited to, all remedies provided to the Association herein.

Section 4. Liability. Neither the Directors nor the Association shall bear any personal liability to the members or others unless they are found guilty of gross negligence by a Court of Competent jurisdiction. The Association shall indemnify and hold harmless each and every Board Member and Officer for any liability, but gross negligence, which arises from any actions arising or taken on behalf of the Association.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Property and placed on the dividing line between the Units shall constitute a Party Wall, and to the extent not inconsistent with the provisions of this Article VII, the general rules of law regarding party walls and of liability for property damage due to negligence or willful acts or omissions shall apply thereto. An Owner shall not cut through or make any penetration through a Party Wall for any purpose.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in equal proportions.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, either Owner whose Unit incorporates the party wall shall have the right to restore and reconstruct said party wall and the other Owner whose Unit incorporates the restored party wall shall contribute to the cost of restoration thereof in equal proportion without prejudice, however, to the right of any such Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his/her negligent or willful act causes the party wall to be exposed to the elements shall bear the whole costs of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators

shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party.

ARTICLE VIII

ARCHITECTURAL CONTROL

The Master Association shall have sole and absolute architectural control over any and all improvements placed in or on the Units, provided that such architectural policies are in compliance with the Village of Bartlett's previously approved standards, and further provided that in addition to the architectural control guidelines set forth in the Master Declaration, the Architectural Control Committee, as defined in the Master Declaration, shall not allow any change of the exterior color of a Unit unless same is pursuant to a common plan to change the Color of all of the Units, and in no event shall the Architectural Control Committee allow the use of mercury vapor, fluorescent lights or light fixtures exceeding one hundred (100) watts to be utilized for exterior fixtures attached to the Unit.

ARTICLE IX

INSURANCE

Section 1. Casualty Insurance for Townhomes. The Association shall obtain and maintain a policy or policies of insurance covering the townhomes (other than the contents thereof) constructed on the Lots within the Property including, without limitation, all alterations and additions thereto, against damage or destruction by the perils of fire, lightening and those casualties contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to one hundred percent (100%) of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee for the Owners of any townhouses damaged or destroyed. The proceeds from such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for repair, reconstruction, and restoration of such townhouses, subject to the right of First Mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of the Association, its Board of Directors, its officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be canceled without at least thirty (30) days prior notice to the Association, the Owners, and all First Mortgagees of the lots. The policies obtained by the Association shall be deemed to be the primary insurance coverage for any townhouse.

Section 2. Owner's Insurance for Liability and Contents of Townhouses. Each Owner shall maintain at his/her own cost and expense such insurance coverage as he/she may desire with respect to (i) personal liability for acts and occurrences upon his/her Lot and within his/her townhouse and (ii) physical damage losses for personal property and the contents of his/her Unit, and shall further maintain at his/her cost and expense, any special flood hazard insurance as may

be required by the First Mortgagee of his/her Unit. The Association shall have no obligation in connection therewith.

Section 3. Casualty Insurance for Common Areas. The Association shall obtain and maintain a policy or policies of insurance with respect to the damage or destruction of any property owned, and to any other tangible assets of the Association including coverage against damage or destruction by the perils of fire, lightening and those perils contained in an all risk form, and such other perils as the Board of Directors of the Association from time to time may determine should be included in such coverage, in an amount equal to one hundred percent (100%) of the insurable replacement cost thereof, without depreciation and with an agreed amount provision. Such insurance shall name as the insured, and the proceeds thereof shall be payable to the Association, as trustee. The proceeds of such insurance shall be made available, as the Board of Directors of the Association shall reasonably determine, for the repair, reconstruction, and restoration of such property owned subject to the rights of the First Mortgagees. To the extent feasible, all such policies of insurance shall (i) provide that the insurance shall not be invalidated by the act or neglect of the Association, its Board of Directors, its Officers, any Owner or occupant, or any agent, employee, guest or invitee of any of them, and (ii) shall contain an endorsement that such policies shall not be canceled without at least thirty (30) days prior to the Association, the Owners, and all First Mortgagees of the Lots.

Section 4. Liability Insurance for the Association. The Association shall obtain and maintain a policy or policies of comprehensive general liability insurance insuring on an occurrence basis the Association, its Directors, officers, the Members, and their agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with the Ownership, occupancy, supervision, operation, repair, maintenance or restoration of any property owned by the Association in connection with any act or omission of or on behalf of the Association, its Board of Directors, agents or employees within the Property. Such policies shall be in the amount of no less than one million dollars for bodily injury, including death, and property damage arising out of a single occurrence, and shall contain a provision that they may not be canceled without at least a thirty (30) day prior notice to the Association, the Owners, and the First Mortgagees of the Units.

Section 5. Workmen's Compensation and Fidelity Insurance; Other Insurance.

The Association shall obtain and maintain a policy or policies of insurance with reputable insurance carriers providing the following coverage:

(a) Workers Compensation and employers liability insurance in such form and in such amounts as may be necessary to comply with applicable laws;

(b) The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association plus the Association reserve fund. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of

the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company.

(c) Such other insurance in such limits and for such purpose as the Association may, from time to time deem reasonable and appropriate.

Section 6. Waiver of Subrogation. To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts or any loss sustained. So long as the policies of insurance provided for herein shall provide that a mutual release as provided for in this Section shall not affect the right of recovery thereunder, and further provide coverage for the matters for which the release herein is given, all named insureds and all parties claiming under them shall, and do by these presents, mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard or source covered by any insurance procured by the Association, regardless of the cause of damage or loss.

Section 7. Insurance Premium Expense. The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

ARTICLE X

GENERAL USE RESTRICTIONS

To the extent not provided in the Master Declaration and to the extent the Master Association does not exercise the rights granted to it in the Master Declaration relative to Use and Occupancy Restrictions, the general use restrictions hereinbelow described shall govern the Property.

Section 1. No Splitting of Unit. No Unit shall be split, divided, or subdivided for use by more than one single-related family, nor for sale, resale, gift, transfer or otherwise; and no Owner shall execute any deed, mortgage, lease or other instrument affecting title to his/her Unit without including therein both his/her interest in the Unit and his/her corresponding interest in the Common Area or the Master Common Area, it being the intentions hereof to prevent any severance of such combined Ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

Section 2. No Obnoxious or Offensive Activity. No obnoxious or offensive trade or activity shall be conducted in or upon any Unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood, or which shall in any way increase the rate of insurance for the Association or the Master Association.

Section 3. Units for Residential Purposes Only. No part of the Property shall be used for other than housing, parking and related common purposes for which the Property was designed. Each Unit shall be used as a residence for a single family and for no other purposes. The garages shall be used for parking automobiles, motorcycles and other motor vehicles and for

storage, and for no other purposes, subject to such reasonable rules and regulations as may be adopted by the Board.

Section 4. Lease of Unit. Any Owner shall have the right to lease all (but not less than all) of his/her Unit upon such terms and conditions as the Owner may deem advisable, except that no Unit shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than one (1) year or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service or maid service) are furnished. Any such lease shall be in writing, a copy of which must be delivered to the Association and shall provide that the lease shall be subject to the terms of this Declaration and the Master Declaration and that any failure of the lessee to comply with the terms of either Declaration shall be a default under the lease. The Townhouse Association Board may, in its sole discretion, require that Owner-lessor deposit under any such lease an amount equal to no more than one months' rent with the Association to stand as a security deposit, in addition to any security deposit required by the Master Association. The security deposit may be used to repair any damage to the exterior of the townhome caused by the tenant and if at the end of the lease term no such damage has been caused, it shall be returned to the Owner-lessor or as directed by him/her.

Section 5. Outbuildings Not to Be Used as Residence. No trailer, tent, shack, garage, bar or other outbuilding situation on any part of the Property shall, at any time, be used as a residence, temporarily or permanently, nor shall any other structure of a temporary character be used as a residence.

Section 6. Parking. No motor vehicles (other than that of a private passenger type), boat, trailer of any kind or similar items shall be parked in excess of twenty-four (24) hours on any Common Area or the Master Common Area, nor in or upon any Unit unless in an area specifically designated for such parking or otherwise found to be suitably screened from view by the Board of Directors or its appointed Architectural Control Committee, in accordance with the provisions contained in the Master Declaration.

Section 7. Electronic Transmission Facilities. No facilities, including poles and wires for the transmission of electricity, telephone messages and the like shall be placed or maintained above the surface of the ground, and no exterior or outside antennas of any kind shall be permitted or maintained, with the exception of ground transformers, pedestals, meter panels, or other appurtenances which may be required as normal to the installation of the underground utilities and standards or poles for street signs and lighting or direct broadcast satellite dishes under one (1) meter in compliance with the Association's rules and regulations.

Section 8. Pipes. No water pipes, sewer pipe or drainage pipe shall be installed or maintained above the surface of the ground, except hoses and moveable pipes used for irrigation purposes and sump pump discharges. No person shall obstruct, alter, or in any way modify the established drainage patterns from, on or over any Unit or Common Area or Master Common Area; nor shall any person obstruct, alter, or in any way modify any drainage sales, devices and/or facilities installed, except as provided in Article III.

Section 9. Signs and Advertising. No signs, billboard, or other advertising device of any character shall be erected or maintained upon any part of the Property or on any Unit contained therein, except for the following:

a. "For Sale" signs may be maintained on the Property at such location and in such form as shall be determined by the Architectural Control Commission.

b. Family name designation on a residence may be maintained if it is not more than fourteen square inches.

Section 10. Completion of Any Construction. The re-erection, rebuilding or repair of any structure shall be completed as rapidly as practicable. All unused building materials and temporary construction shall be removed from the subdivision within sixty (60) days after substantial completion of the construction. The portion of the surface of the earth which is disturbed by excavation or other construction work shall be finish-graded, seeded and covered with other landscaping as soon as the construction and weather permits.

Section 11. Trash and Garbage. All rubbish, trash or other garbage or garbage cans shall be concealed such that they shall not be seen from the neighboring Units and the streets, except on garbage collection days and in accordance with the Association's Rules and Regulations and such rubbish, trash or other garbage shall not be allowed to accumulate excessively.

Section 12. Drying of Clothes and Other Items. Drying of clothes and other items shall be confined to the interior of the Units.

Section 13. 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 Unit.

Section 14. 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 over one (1) meter or any other exterior antennae or reception devices;

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

Section 15. Fences. Except as to those originally erected, no fence or obstructions of any kind shall be erected, removed or relocated anywhere within the Association's or the Master Common Areas, unless such shall be specifically approved by the Board.

Section 16. Display of American Flag or Military Flag. (a) Notwithstanding any provision in the Declaration, By-Laws, community instruments, rules, regulations, or agreements

or other instruments of Association or the Board's construction of any of those instruments, the Board may not prohibit the display of the American flag or a military flag, or both, on or within the Lot of an Owner. The Board may adopt reasonable rules and regulations, consistent with Sections 4 through 10 of Chapter 1 of Title 4 of the United States Code, regarding the placement and manner of display of the American flag and the Board may adopt reasonable rules and regulations regarding the placement and manner of display of a military flag. The Board may not prohibit the installation of a flagpole for the display of the American flag or a military flag, or both, on or within the immediate common area adjacent to the Lot of an Owner, but a Board may adopt reasonable rules and regulations regarding the location and size of flagpoles.

(b) As used in this Section:

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

"Military flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window, but "military flag" does not include a depiction or emblem of a military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component.

ARTICLE XI

RESALES AND RECORDS

Section 1. Resale. In the event of any sale of a Unit 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 Declaration, 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:

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

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

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

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

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

(vi) 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

(vii) 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 (i) – (vi) of this Section 2(a), 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 (vii) 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 XII

REMEDIES

The violation of any Rule or Regulation adopted by the Board or the breach of any restriction, covenant, or provision herein contained or within the Master's Association's governing documents, shall give the Board the right (a) to enter upon that part of the Property where such violation or breach exists and summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board and its Agents, shall not thereby be guilty in

any matter of trespass; or (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) fine Owners pursuant to the Association's Rules and Regulations. All expenses of the Board in connection with such actions or proceedings, including court costs and attorneys' fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the highest legal rate per annum until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed a part of such defaulting Owner's share of the Common Expenses, and the Board shall have a lien for all of the same upon the Unit of such defaulting Owner and upon all of the such defaulting Owner's personal property in the Unit or located elsewhere on the Property. In addition, the Association shall be entitled to take any action necessary under the Forcible Entry and Detainer Act of the State of Illinois. Any and all such rights and remedies may be exercised at any time and, from time to time, cumulatively or otherwise, by the Board,

ARTICLE XIII

GENERAL PROVISIONS

Section 1. Duties of Owners. Each Owner shall have the following duties:

- a. To keep his/her Unit in good state or repair and maintained in a neat and clean manner;
- b. to pay for his/her own telephone, electricity, and other utilities or services which are separately billed to the Owner;
- c. to pay real estate taxes which are separately billed to each Owner and to pay his proportionate share of any taxes on the Common Area or Master Common Area which are not separately taxed to each Owner; and
- d. to pay for insurance to cover his/her personal liability for acts and occurrences upon his/her townhouse and physical damage to losses for personal property and contents.

Section 2. Encroachments. Each Unit within the Property is hereby declared to have an easement over all adjoining Units for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the structure, roof overhangs, architectural or other appendages, drainage or rainwater from roofs, or any other cause. There shall be valid easements for the maintenance of any encroachments so long as they exist, and the rights and obligations of Owners shall not be altered in any way by the encroachment, settlement or shifting, provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if the encroachment occurred due to the willful misconduct of the Owner or Owners. In the event any Unit is partially or totally destroyed and then repaired or rebuilt, the Owners of each unit agree that the same encroachment may be re-established, and that there shall be valid easements for the maintenance of such encroachments so long as they shall exist.

Section 3. Enforcement. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first class planned unit development. In the event of any dispute or disagreement between any Owners

relating to the Property, or any question or interpretation or appellation of the provisions of this Declaration, the Board of Directors shall be the deciding party as to such question or interpretation and its decision shall be binding and final as to each of said Owners. Failure by the Association or by any member to enforce any provision herein contained shall not be deemed a waiver of the right to do so thereafter.

Section 4. Amendments. This Declaration may be amended or terminated by an instrument signed by not less than seventy-five (75%) of the Owners of the Association. Any such amendment shall be effective upon recordation in the Office of the Recorder of Deeds of the County in which the property is situated. The recital in any such amendment that it has been executed and acknowledged by the specified percentage of the members shall be conclusive and binding on all persons.

a. If an amendment is of a material nature as defined hereinbelow, in order for said amendment to be effective, written approval of such amendment must be obtained from First Mortgagees on Units who have made a written request to the Association to notify them of any proposed action that requires the consent of a specified percentage of First Mortgagees, representing at least seventy-five percent (75%) of the votes of Units subject to mortgages held by First Mortgagees (based upon one vote for each first mortgage owned);

b. No amendment which would result in the termination of the Association and the elimination or cancellation of this Declaration shall be effective unless consented to in writing by sixty-seven percent (67%) of the First Mortgagees.

c. An amendment to this Declaration shall be deemed material if such change affects:

- (1) voting rights;
- (2) assessments that raise the previously assessed amount by more than twenty-five (25%), assessment liens, or subordination of assessment liens;
- (3) reserves for maintenance, repair and replacement of common areas;
- (4) responsibility for maintenance and repairs;
- (5) reallocation of interests in the general or limited common areas, or rights to their use;
- (6) boundaries of any Unit;
- (7) convertibility of Units into common areas or vice versa;
- (8) expansion or contraction of the project, or the addition, annexation or withdrawal of property to or from the project;
- (9) insurance or fidelity bonds;

- (10) leasing of Units;
- (11) imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- (12) a decision by the Association to establish self-management when professional management had been required previously by an First Mortgagee;
- (13) restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents;
- (14) any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- (15) any provisions that expressly benefit mortgage holders, insurers or guarantors.

Section 5. Notice to First Mortgagees: Each Owner shall notify the Association of the name and addresses of his/her First Mortgagee and the Association shall maintain a record of such information with respect to all Units in a book entitled "Mortgagees of Units". Each First Mortgagee shall have the right to examine the books and records of the Association at any reasonable time in accordance with the Association's Rules and Regulations. Upon the specific written request of a First Mortgagee, it shall receive some or all of the following as designated in the request:

- (a) Any condemnation or casualty loss which affects either a material portion of the project or the Unit securing the mortgage;
- (b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any Unit on which it holds a mortgage;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond coverage maintained by the Association or the Master Association; and
- (d) Any proposed action that requires the consent of a specified Percentage of First Mortgagees, as more specifically delineated in Section 4 hereinabove.

Section 6. Severability. Invalidation of all or any portion of the covenants, conditions, easements, restrictions, charges or liens imposed by the provisions of this Declaration by legislation, judgment or Court Order shall in no way affect any other provision of this Declaration which shall remain in full force and effect.

Section 7. Incorporation of Master Declaration. All of the terms and conditions of the Master Declaration are hereby incorporated by reference and wherever the terms and conditions of the Master Declaration conflict with the terms and conditions of this Declaration, the terms and conditions of the Master Declaration shall control.

Section 8. Captions. The Article and Section headings contained herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

Section 9. Notices. Any Notice required to be sent under the provision of the Declaration shall be in writing and shall be deemed to have been properly delivered when mailed by United States Registered or Certified Mail or when delivered in person with written acknowledgment of the receipt thereof, or by electronic means, to the last known address of the Board or of the person who appears as Member on the records of the Association at the time, as the case may be. The Board may designate a different address for notices to it, by giving written notice of such change of address to all Owners, and any Owner may designate an address for notices to him/her by giving written notice of his/her change of address to the Board. Notices required to be given any devisee, heir, or personal representative of a deceased Owner may be delivered either personally or by mail to such party at his/her or its address appearing in the records of the Court wherein the Estate of such deceased Owner is being administered. Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Owner whose Unit is subject to such mortgage or trust deed.

Signed and Acknowledged this 25 day of JANUARY, 2012

Wanda Shippard, PRESIDENT

Dorothy M. Conklin, TREASURER

Harvey Long, SECRETARY

[Signature], DIRECTOR

Marie Harris, DIRECTOR

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

Exhibit "A"

Lakeview at Woodland Hills Townhouse Association

Legal:

Lots 1 Through 90 In Woodland Hills Unit 12a, Being A Subdivision Of Part Of The Northeast Quarter Of Section 16, Township 40 North, Range 9, East Of The Third Principal Meridian, According To The Plat Thereof Recorded April 29, 1997 As Document No. R97-059648, In DuPage County, Illinois.

Lots 91 Through 140 In Woodland Hills Unit 12b, Being A Subdivision Of Part Of The Southeast Quarter Of Section 9 And Part Of The Northeast Quarter Of Section 16, All In Township 40 North, Range 9, East Of The Third Principal Meridian, According To The Plat Thereof Recorded April 29, 1997 As Document R97-059649, In DuPage County, Illinois.

Unit	Lot	Pin	Commonly known as (for informational purposes only)
Unit 12a	1	01-16-216-005	1202 Appaloosa Way Bartlett, IL 60103
Unit 12a	2	01-16-216-006	1204 Appaloosa Way Bartlett, IL 60103
Unit 12a	3	01-16-216-007	1206 Appaloosa Way Bartlett, IL 60103
Unit 12a	4	01-16-216-008	1208 Appaloosa Way Bartlett, IL 60103
Unit 12a	5	01-16-216-010	1212 Appaloosa Way Bartlett, IL 60103
Unit 12a	6	01-16-216-011	1214 Appaloosa Way Bartlett, IL 60103
Unit 12a	7	01-16-216-012	1216 Appaloosa Way Bartlett, IL 60103
Unit 12a	8	01-16-216-013	1218 Appaloosa Way Bartlett, IL 60103
Unit 12a	9	01-16-216-014	1220 Appaloosa Way Bartlett, IL 60103
Unit 12a	10	01-16-216-015	1222 Appaloosa Way Bartlett, IL 60103
Unit 12a	11	01-16-216-016	1224 Appaloosa Way Bartlett, IL 60103
Unit 12a	12	01-16-216-017	1226 Appaloosa Way Bartlett, IL 60103
Unit 12a	13	01-16-216-018	1228 Appaloosa Way Bartlett, IL 60103
Unit 12a	14	01-16-216-019	1230 Appaloosa Way Bartlett, IL 60103
Unit 12a	15	01-16-216-020	1232 Appaloosa Way Bartlett, IL 60103
Unit 12a	16	01-16-216-021	1234 Appaloosa Way Bartlett, IL 60103
Unit 12a	17	01-16-216-022	1236 Appaloosa Way Bartlett, IL 60103
Unit 12a	18	01-16-216-023	1238 Appaloosa Way Bartlett, IL 60103
Unit 12a	19	01-16-216-024	1240 Appaloosa Way Bartlett, IL 60103
Unit 12a	20	01-16-216-025	1242 Appaloosa Way Bartlett, IL 60103
Unit 12a	21	01-16-216-026	1244 Appaloosa Way Bartlett, IL 60103
Unit 12a	22	01-16-216-027	1246 Appaloosa Way Bartlett, IL 60103
Unit 12a	23	01-16-216-028	1248 Appaloosa Way Bartlett, IL 60103
Unit 12a	24	01-16-216-029	1250 Appaloosa Way Bartlett, IL 60103
Unit 12a	25	01-16-216-030	1252 Appaloosa Way Bartlett, IL 60103
Unit 12a	26	01-16-216-031	1254 Appaloosa Way Bartlett, IL 60103
Unit 12a	27	01-16-216-032	1256 Appaloosa Way Bartlett, IL 60103
Unit 12a	28	01-16-216-033	1258 Appaloosa Way Bartlett, IL 60103
Unit 12a	29	01-16-216-034	1260 Appaloosa Way Bartlett, IL 60103
Unit 12a	30	01-16-216-035	1262 Appaloosa Way Bartlett, IL 60103
Unit 12a	31	01-16-216-036	1264 Appaloosa Way Bartlett, IL 60103
Unit 12a	32	01-16-216-037	1266 Appaloosa Way Bartlett, IL 60103
Unit 12a	33	01-16-216-038	1268 Appaloosa Way Bartlett, IL 60103
Unit 12a	34	01-16-216-039	1270 Appaloosa Way Bartlett, IL 60103
Unit 12a	35	01-16-216-040	1272 Appaloosa Way Bartlett, IL 60103
Unit 12a	36	01-16-216-041	1274 Appaloosa Way Bartlett, IL 60103
Unit 12a	37	01-16-217-018	1275 Appaloosa Way Bartlett, IL 60103
Unit 12a	38	01-16-217-017	1273 Appaloosa Way Bartlett, IL 60103

Unit 12a	39	01-16-217-016	1271 Appaloosa Way Bartlett, IL 60103
Unit 12a	40	01-16-217-015	1269 Appaloosa Way Bartlett, IL 60103
Unit 12a	41	01-16-217-014	1267 Appaloosa Way Bartlett, IL 60103
Unit 12a	42	01-16-217-013	1257 Appaloosa Way Bartlett, IL 60103
Unit 12a	43	01-16-217-012	1255 Appaloosa Way Bartlett, IL 60103
Unit 12a	44	01-16-217-011	1253 Appaloosa Way Bartlett, IL 60103
Unit 12a	45	01-16-217-010	1251 Appaloosa Way Bartlett, IL 60103
Unit 12a	46	01-16-217-009	1235 Appaloosa Way Bartlett, IL 60103
Unit 12a	47	01-16-217-008	1233 Appaloosa Way Bartlett, IL 60103
Unit 12a	48	01-16-217-007	1231 Appaloosa Way Bartlett, IL 60103
Unit 12a	49	01-16-217-006	1229 Appaloosa Way Bartlett, IL 60103
Unit 12a	50	01-16-217-005	1227 Appaloosa Way Bartlett, IL 60103
Unit 12a	51	01-16-217-004	1225 Appaloosa Way Bartlett, IL 60103
Unit 12a	52	01-16-217-003	1223 Appaloosa Way Bartlett, IL 60103
Unit 12a	53	01-16-217-002	1221 Appaloosa Way Bartlett, IL 60103
Unit 12a	54	01-16-217-019	1302 Filly Ln Bartlett, IL 60103
Unit 12a	55	01-16-217-020	1304 Filly Ln Bartlett, IL 60103
Unit 12a	56	01-16-217-021	1306 Filly Ln Bartlett, IL 60103
Unit 12a	57	01-16-217-022	1308 Filly Ln Bartlett, IL 60103
Unit 12a	58	01-16-217-023	1314 Filly Ln Bartlett, IL 60103
Unit 12a	59	01-16-217-024	1316 Filly Ln Bartlett, IL 60103
Unit 12a	60	01-16-217-025	1318 Filly Ln Bartlett, IL 60103
Unit 12a	61	01-16-217-026	1320 Filly Ln Bartlett, IL 60103
Unit 12a	62	01-16-217-027	1322 Filly Ln Bartlett, IL 60103
Unit 12a	63	01-16-217-028	1334 Filly Ln Bartlett, IL 60103
Unit 12a	64	01-16-217-029	1336 Filly Ln Bartlett, IL 60103
Unit 12a	65	01-16-217-030	1338 Filly Ln Bartlett, IL 60103
Unit 12a	66	01-16-217-031	1340 Filly Ln Bartlett, IL 60103
Unit 12a	67	01-16-216-043	1280 Appaloosa Way Bartlett, IL 60103
Unit 12a	68	01-16-216-044	1282 Appaloosa Way Bartlett, IL 60103
Unit 12a	69	01-16-216-045	1284 Appaloosa Way Bartlett, IL 60103
Unit 12a	70	01-16-216-046	1286 Appaloosa Way Bartlett, IL 60103
Unit 12a	71	01-16-216-047	1288 Appaloosa Way Bartlett, IL 60103
Unit 12a	72	01-16-216-048	1290 Appaloosa Way Bartlett, IL 60103
Unit 12a	73	01-16-216-049	1292 Appaloosa Way Bartlett, IL 60103
Unit 12a	74	01-16-216-050	1294 Appaloosa Way Bartlett, IL 60103
Unit 12a	75	01-16-218-016	1341 Filly Ln Bartlett, IL 60103
Unit 12a	76	01-16-218-015	1339 Filly Ln Bartlett, IL 60103
Unit 12a	77	01-16-218-014	1337 Filly Ln Bartlett, IL 60103
Unit 12a	78	01-16-218-013	1335 Filly Ln Bartlett, IL 60103
Unit 12a	79	01-16-218-012	1331 Filly Ln Bartlett, IL 60103
Unit 12a	80	01-16-218-011	1329 Filly Ln Bartlett, IL 60103
Unit 12a	81	01-16-218-010	1327 Filly Ln Bartlett, IL 60103
Unit 12a	82	01-16-218-009	1325 Filly Ln Bartlett, IL 60103
Unit 12a	83	01-16-218-008	1321 Filly Ln Bartlett, IL 60103
Unit 12a	84	01-16-218-007	1319 Filly Ln Bartlett, IL 60103
Unit 12a	85	01-16-218-006	1317 Filly Ln Bartlett, IL 60103
Unit 12a	86	01-16-218-005	1315 Filly Ln Bartlett, IL 60103
Unit 12a	87	01-16-218-004	1307 Filly Ln Bartlett, IL 60103
Unit 12a	88	01-16-218-003	1305 Filly Ln Bartlett, IL 60103
Unit 12a	89	01-16-218-002	1303 Filly Ln Bartlett, IL 60103
Unit 12a	90	01-16-218-001	1301 Filly Ln Bartlett, IL 60103
Unit 12b	91	01-09-412-032	1241 Horseshoe Ln Bartlett, IL 60103

Unit 12b	92	01-09-412-031	1243 Horseshoe Ln Bartlett, IL 60103
Unit 12b	93	01-09-412-030	1245 Horseshoe Ln Bartlett, IL 60103
Unit 12b	94	01-09-412-029	1247 Horseshoe Ln Bartlett, IL 60103
Unit 12b	95	01-09-412-028	1249 Horseshoe Ln Bartlett, IL 60103
Unit 12b	96	01-09-412-027	1251 Horseshoe Ln Bartlett, IL 60103
Unit 12b	97	01-09-412-026	1253 Horseshoe Ln Bartlett, IL 60103
Unit 12b	98	01-09-412-025	1255 Horseshoe Ln Bartlett, IL 60103
Unit 12b	99	01-09-412-024	1257 Horseshoe Ln Bartlett, IL 60103
Unit 12b	100	01-09-412-023	1259 Horseshoe Ln Bartlett, IL 60103
Unit 12b	101	01-09-412-022	1261 Horseshoe Ln Bartlett, IL 60103
Unit 12b	102	01-09-412-021	1263 Horseshoe Ln Bartlett, IL 60103
Unit 12b	103	01-09-412-020	1269 Horseshoe Ln Bartlett, IL 60103
Unit 12b	104	01-09-412-019	1271 Horseshoe Ln Bartlett, IL 60103
Unit 12b	105	01-09-412-018	1273 Horseshoe Ln Bartlett, IL 60103
Unit 12b	106	01-09-412-017	1275 Horseshoe Ln Bartlett, IL 60103
Unit 12b	107	01-09-412-016	1279 Horseshoe Ln Bartlett, IL 60103
Unit 12b	108	01-09-412-015	1281 Horseshoe Ln Bartlett, IL 60103
Unit 12b	109	01-09-412-014	1283 Horseshoe Ln Bartlett, IL 60103
Unit 12b	110	01-09-412-013	1285 Horseshoe Ln Bartlett, IL 60103
Unit 12b	111	01-09-412-012	1287 Horseshoe Ln Bartlett, IL 60103
Unit 12b	112	01-09-412-011	1289 Horseshoe Ln Bartlett, IL 60103
Unit 12b	113	01-09-412-010	1291 Horseshoe Ln Bartlett, IL 60103
Unit 12b	114	01-09-412-009	1293 Horseshoe Ln Bartlett, IL 60103
Unit 12b	115	01-09-412-008	1295 Horseshoe Ln Bartlett, IL 60103
Unit 12b	116	01-09-412-007	1297 Horseshoe Ln Bartlett, IL 60103
Unit 12b	117	01-09-417-001	1298 Horseshoe Ln Bartlett, IL 60103
Unit 12b	118	01-09-417-002	1296 Horseshoe Ln Bartlett, IL 60103
Unit 12b	119	01-09-417-003	1294 Horseshoe Ln Bartlett, IL 60103
Unit 12b	120	01-09-417-004	1292 Horseshoe Ln Bartlett, IL 60103
Unit 12b	121	01-09-417-005	1290 Horseshoe Ct Bartlett, IL 60103
Unit 12b	122	01-09-417-006	1288 Horseshoe Ct Bartlett, IL 60103
Unit 12b	123	01-09-417-007	1286 Horseshoe Ct Bartlett, IL 60103
Unit 12b	124	01-09-417-008	1284 Horseshoe Ct Bartlett, IL 60103
Unit 12b	125	01-09-417-010	1282 Horseshoe Ct Bartlett, IL 60103
Unit 12b	126	01-09-417-011	1280 Horseshoe Ct Bartlett, IL 60103
Unit 12b	127	01-09-417-012	1278 Horseshoe Ct Bartlett, IL 60103
Unit 12b	128	01-09-417-013	1276 Horseshoe Ct Bartlett, IL 60103
Unit 12b	129	01-09-417-015	1274 Horseshoe Ct Bartlett, IL 60103
Unit 12b	130	01-09-417-016	1272 Horseshoe Ct Bartlett, IL 60103
Unit 12b	131	01-09-417-017	1270 Horseshoe Ct Bartlett, IL 60103
Unit 12b	132	01-09-417-018	1268 Horseshoe Ct Bartlett, IL 60103
Unit 12b	133	01-09-417-020	1264 Horseshoe Ln Bartlett, IL 60103
Unit 12b	134	01-09-417-021	1262 Horseshoe Ln Bartlett, IL 60103
Unit 12b	135	01-09-417-022	1260 Horseshoe Ln Bartlett, IL 60103
Unit 12b	136	01-09-417-023	1258 Horseshoe Ln Bartlett, IL 60103
Unit 12b	137	01-09-417-024	1256 Horseshoe Ln Bartlett, IL 60103
Unit 12b	138	01-09-417-025	1254 Horseshoe Ln Bartlett, IL 60103
Unit 12b	139	01-09-417-026	1252 Horseshoe Ln Bartlett, IL 60103
Unit 12b	140	01-09-417-027	1250 Horseshoe Ln Bartlett, IL 60103

EXHIBIT "B"

AMENDED AND RESTATED BY-LAWS OF THE LAKEVIEW AT WOODLAND HILLS TOWNHOUSE ASSOCIATION

ARTICLE I

NAME AND LOCATION

The name of the not-for-profit corporation is The Lakeview At Woodland Hills Townhouse Association ("Association"). The principal office of the Association shall be located at such place as designated by the Board in the State of Illinois, but meetings of members and Directors may be held at such places within the State of Illinois, as may be designated by the Board ("Board").

ARTICLE II

BOARD OF MANAGERS

Section 1. Board of Directors

(a) The Board of Directors shall consist of five (5) persons who shall be appointed or elected in the manner herein provided. Each member of the Board shall be one of the Owners, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any officer, director or other designated agent of such corporation, partner of such partnership, beneficiary or other designated agent of such trust or manager of such other legal entity, shall be eligible to serve as a member of the Board. In the event of a contract to purchase or installment contract, the contract seller may serve on the Board, unless the contract seller expressly reserves in writing to the Association such right. If there are multiple Owners of a single Unit, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time.

(b) (i) In all elections for members of the Board, each Member shall be entitled to cumulate his/her votes in the manner provided by law and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. The three (3) persons receiving the highest number of votes at the First Annual Meeting were elected to the Board for a term of two (2) years and the two (2) persons receiving the next highest number of votes were elected to the Board for a term of one (1) year. Upon the expiration of the terms of office of the Board members so elected at the First Annual Meeting and thereafter, successors shall be elected for a term of two (2) years each, provided, however, Board members may succeed themselves.

(ii) The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease such number of persons on the Board at any annual or special meeting, provided that such number shall not be less than

three (3), and that the terms of at least one-third (1/3) of the persons on the Board shall expire annually.

(iii) The Association may, upon adoption of the appropriate rules by the Board, conduct elections by secret ballot, distributed by the Association, whereby the voting ballot is marked only with the voting interest for the member and the vote itself, provided that the Association shall further adopt rules to verify the status of the member issuing a proxy or casting a ballot. A candidate for election to the Board or such candidate's representative shall have the right to be present at the counting of ballots at such election.

(iv) Notice of any membership meeting shall be given detailing the time, place, and purpose of such meeting no less than ten (10) and no more than thirty (30) days prior to the meeting through a prescribed delivery method.

(c) Members of the Board shall receive no compensation for their services, unless expressly authorized by the Board with the approval of Owners having two-thirds (2/3) of the total Units. However, any Director may be reimbursed for reasonable expenses incurred in the performance of his/her duties.

(d) Vacancies in the Board, including vacancies due to any increase in the, number of persons on the Board, shall be filled by a vote of two-thirds (2/3) of the remaining members of the Board until the next Annual Meeting unless a petition by twenty percent (20%) of the Owners has been received by the Association within fourteen (14) days following the filling of the vacancy. If a petition is received, a Special Meeting of the Owners must be called within thirty (30) days from receipt of the petition, to fill the open Board position for the unexpired term of the vacancy.

(e) Except as otherwise provided in this Declaration, the Property shall be managed by the Board and the Board shall act by majority vote of those present at its meetings when a quorum exists. A majority of the total number of the members of the Board shall constitute a quorum. Meetings of the Board may be called, held and conducted in accordance with such resolutions as the Board may adopt.

Section 3. Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and the Association and who shall execute amendments to the Declaration and By-Laws; a Secretary who shall keep the minutes of all meetings of the Board and of the Members, who shall mail and receive all notices, and who shall, in general, perform all the duties incident to the office of Secretary; a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. Provided, however, no officer shall be elected for a term of more than two (2) years. Any officer may succeed himself/herself in any office.

Section 4. Removal. Any Board Member may be removed from office by affirmative vote of the Owners having at least two-thirds (2/3) of the total votes, at any Special meeting called for that purpose. A successor to fill the unexpired term of a Board Member removed may be elected by the Owners at the same meeting or any subsequent Annual meeting or Special

meeting called for that purpose, such meeting to be held within thirty (30) days after the Special meeting which removed the Board Member.

Section 5. Meetings. The Board shall meet at least four (4) times annually and at such other times as the Board deems necessary. Meetings of the Board shall be open to any Owner, except for executive sessions, and notice of any such meeting shall be received by the Owners at least forty-eight (48) hours prior hereto, unless a written waiver of such notice is signed by the person or persons entitled to such notice. Any Owner may record the proceedings at the Board Meetings required to be opened, by tape, film or other means as long as such action is in compliance with the Association's Rules and Regulations.

Section 6. General Powers of the Board. In addition to the duties and powers inherently charged to and possessed by the Association as an Illinois not-for-profit corporation and the duties and powers enumerated herein and in its Articles of Incorporation and Declaration, or elsewhere provided for, and without limiting the generality of the same, the Association shall have the following duties and powers, so long as said powers and duties do not conflict with the power and duties granted to and being exercised by the Master Association Board:

- (a) preparation, adoption and distribution of the annual budget for the Property;
- (b) levying and expenditure of assessments;
- (c) collection of assessments from members;
- (d) owning, conveying, encumbering, leasing and otherwise dealing with Units conveyed to or purchased by it;
- (e) keeping of detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;
- (f) to have access to each Unit from time to time as may be necessary for the maintenance, repair or replacement of one or more Units or the Common Area or the Master Common Area therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Area or the Master Common Area or to other Unit or Units;
- (g) to pay any amount necessary to discharge any mechanic's lien or other encumbrance against the Property or any part thereof which may in the opinion of the Board constitutes a lien against the Property or against the Common Area or the Master Common Area, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred (including attorney's fees, if any) by the Board by reason of said lien or liens shall be specially assessed to the member or members to which the Owner or Owners belong;
- (h) to maintain and repair any Unit if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Area or the Master Common Area

or any other portion of the Property, and an Owner of any Unit that has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair mailed or delivered by the Board to said Owner by a prescribed delivery method, provided that the Board shall levy a special assessment against such Owner for the cost of said maintenance or repair;

(i) to elect Officers of the Association as herein after provided;

(j) to provide for the employment and dismissal of personnel;

(k) to impose charges for late payment of assessments or other charges, after notice and an opportunity to be heard and to levy reasonable fines for violations of the Association's and Master Association's Declaration, By-Laws, Rules and Regulations;

(l) to assign the right of the Association to future income from annual assessments or other sources;

(m) the Board's powers hereinabove enumerated and described in the Declaration, shall be limited in that the Board shall have no authority to acquire and pay for any structural alterations, additions to, or improvements of the Units (other than for purposes of replacing, maintaining or restoring portions of the Units, subject to all the provisions of this Declaration) requiring an expenditure in excess of Ten Thousand Dollars (\$10,000.00), without in each case the prior approval of Owners having two-thirds (2/3) of the total votes;

(n) all agreements, contracts, deeds, leases, vouchers for payment of expenditures and other instruments shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such documents shall be signed by the Treasurer and countersigned by the President of the Board;

(o) the Board may adopt and amend such reasonable Rules and Regulations, not inconsistent herewith, as it may deem advisable for the maintenance, administration, management, operation, use, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners;

(p) the Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board;

(q) nothing hereinabove contained shall be construed to give the Board, Association, or Owners authority to conduct an active business for profit on behalf of all the Owners or any of them; and

(r) The Board of Directors shall appoint such committees as deemed appropriate in carrying out its purpose.

Section 7. 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 twenty-five percent (25%) or more interest, unless notice of intent to enter the contract is given to Owners within twenty (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 twenty percent (20%) of the Owners, for an election to approve or disapprove the contract; such petition shall be filed within twenty (20) days after such notice and such election shall be held within thirty (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 III

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 Owner and his/her mortgagee. The Articles and the Declaration and By-Laws of the Association shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at reasonable cost. The Association shall also provide, upon written request by any holder, insurer or guarantor of any first mortgage that is secured by a Unit within the Property, a copy of an audited financial statement for the preceding fiscal year. Upon ten (10) days' notice to the Board, any Owner shall be furnished a statement of his/her account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner. A reasonable charge can be imposed for this service.

STATE OF ILLINOIS)
) SS.
COUNTY OF DuPAGE)

I, WANDA SKRZYPCZAK, state that I am the PRESIDENT of the Board of Directors of the Lakeview at Woodland Hills Townhouse 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.

Wanda Skrzypczak

Subscribed and Sworn to before me
this 25 day of JANUARY, 2012.

Nancy R. D'Andrea
Notary Public

My Commission Expires: 12/8/2015

