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**AMENDED AND RESTATED
FAIRWINDS DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

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after recording to be returned to:**

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FAIRWINDS DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

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**AMENDED AND RESTATED
FAIRWINDS DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS**

THIS AMENDED AND RESTATED FAIRWINDS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS ("Declaration") has been approved by two-thirds of the Board of Directors of Fairwinds Homeowners Association ("Association") in accordance with Section 1-60(a) of the Illinois Common Interest Community Association Act ("Act"), 765 ILCS 160/1-60(a). This Declaration shall serve the purpose of amending the Fairwinds Declaration of Covenants, Conditions, Restrictions and Easements ("Original Declaration") which was recorded as Document No. 2003006561 on March 10, 2003 in the Office of the Recorder of Deeds for DeKalb County, Illinois, as amended from time to time, against the property legally described in Exhibit "A" attached hereto and made a part hereof.

WITNESSETH:

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

WHEREAS, a parcel of land has been developed which contains a development containing Dwelling Units, as hereinafter defined, together with certain common areas which require uniformity and continuing care and maintenance for the privacy, benefit and enjoyment of all persons owning and residing in the Dwelling Units on the Property, as hereinafter defined ("Development"); and

WHEREAS, for the efficient preservation of the values and amenities of the Development, an entity has been created which has been delegated and assigned the powers of owning, maintaining and administering the Common Area, as hereinafter described and defined, and administering and enforcing the covenants and restrictions hereinafter contained and created; and

WHEREAS, there has been incorporated under the laws of the State of Illinois, as a not-for-profit corporation, Fairwinds Homeowners' Association for the purpose of exercising the functions aforesaid; and

WHEREAS, the Association and its Owners desire to establish, for their own benefit and the mutual benefit of all future owners, tenants and occupants of the aforesaid Development and real estate and any part thereof, certain easements or rights in, over, under, upon and along said Development and real estate and certain mutually beneficial restrictions and obligations with respect to the use, conduct and maintenance thereof:

NOW, THEREFORE, the Association and its Owners hereby declare that only the real estate described in Exhibit "A" shall be transferred, held, sold, conveyed and accepted subject to this Declaration. The Association and its Owners do hereby further declare that the following easements, covenants, restrictions, conditions and burdens, uses, privileges, charges and liens shall: (1) exist at all times hereafter amongst all parties having or acquired right, title or interest

in any portions of the real estate; (2) be binding upon and inure to the benefit of each Owner (as hereinafter defined); and (3) run with the land subjected to this Declaration, to be held, sold and conveyed subject thereto.

ARTICLE 1

DEFINITIONS

Section 1.01 "Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, telecopier, electronic mail, and any generally available technology that, by rule of the association, is deemed to provide reasonable security, reliability, identification, and verifiability.

Section 1.02 "Association" shall mean and refer to Fairwinds Homeowners Association, an Illinois not-for-profit corporation. Said corporation shall be the governing body for all the Owners with respect to the administration, maintenance, repair and replacement of the Common Area as provided by this Declaration and the By-Laws.

Section 1.03 "Board" shall mean the Board of Directors of the Association as constituted at any time or from time to time, in accordance with the applicable provisions of Article III of the Declaration and the applicable provisions of the By-Laws.

Section 1.04 "By-Laws" shall mean the Amended and Restated By-Laws of Fairwinds Homeowners Association, a copy of which is attached as Exhibit "B" hereto and by this reference made a part hereof.

Section 1.05 "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of all members of the Association, except for those portions reserved for the exclusive use of certain Owners as hereinafter set forth and such uses thereto by way of easement or other grant from the Association or others as may be granted to or by the Association for the common use and enjoyment of the Owners. The Common Area to be conveyed to and owned by the Association is hereinafter legally described in Exhibit "C" attached hereto and by this reference made a part hereof and such additions thereto as may hereafter be brought within the jurisdiction of or conveyed to the Association. The Common Area shall be maintained by the Association. An easement is hereby granted to the Association for ingress and egress over such portions of the Property as may be necessary for the maintenance and repair of the Common Area.

Section 1.06 "Common Expense" shall mean the proposed or actual expenses affecting the Common Area lawfully assessed by the Board.

Section 1.07 "Community instruments" means all documents and authorized amendments thereto recorded by a developer or common interest community association, including, but not limited to, the Declaration, By-Laws, operating agreement, plat of survey, and rules and regulations.

Section 1.08 "Declarant" shall mean and refer to Primus Corporation, an Illinois corporation, its successors and assigns.

Section 1.09 "Declaration" shall mean this Amended and Restated Fairwinds Declaration of Covenants, Conditions, Restrictions and Easements.

Section 1.10 " Dwelling Unit" shall mean a residential housing unit on the Property consisting of a group of rooms and which are designed or intended for the exclusive use as living quarters for one Family, as hereinafter defined.

Section 1.11 "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

Section 1.12 "Eligible Mortgage Holder" shall mean each holder of a first mortgage on a Lot or Dwelling Unit that has requested in writing that the Association notify it of any proposed action that requires consent of a specified percentage of mortgage holders.

Section 1.13 "Family" shall mean one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than two (2) persons not all so related, together with his or their domestic servants, maintaining a common household in a Dwelling Unit.

Section 1.14 "Lots" shall mean and refer to a platted Lot or a portion of a platted Lot designated as such upon any recorded subdivision plat of the Property or any portion thereof upon which an individual Dwelling Unit is constructed or to be constructed. Portions of the Property designated as Outlots ("Outlots"), if any, in the recorded subdivision plat of the Property shall not be deemed "Lots" for the purpose of this Declaration.

Section 1.15 "Management company" or "community association manager" means 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 the Common Interest Community Association Act.

Section 1.16 "Material Amendment" shall mean any amendment to the Declaration, By-Laws or the Association's Articles of Incorporation that would change any of the following in a manner other than as expressly provided herein: voting rights in the Association; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement of the Common Area; responsibility for the maintenance and repair of the Common Area; allocation of interests in the Common Area, or rights to use the Common Area; boundaries of any Lot or Dwelling Unit; convertibility of Lots into Common Area, or convertibility of Common Area into Lots; expansion or contraction of the Property, or the addition, annexation or withdrawal of property from the Property; insurance or fidelity bonds; leasing of Dwelling Units; imposition of any restrictions on an Owner's right to sell or transfer his or her Lot or Dwelling Unit; a decision by the Association to establish self-management when professional management had previously been required by an Eligible Mortgage Holder; requirements for the restoration or repair of the Property; termination of the legal status of the Association or the Property following substantial destruction or condemnation; or any provisions that expressly benefit holders, insurers or guarantors of mortgages secured by portions of the Property.

Section 1.17 "Member" shall mean and refer to any person or entity who holds membership in the Association.

Section 1.18 "Occupant" shall mean any person or persons other than the Owner in possession of a Dwelling Unit.

Section 1.19 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.20 "Prescribed delivery method" means mailing, delivering, posting in an Association publication that is routinely mailed to all Members, electronic transmission, or any other delivery method that is approved in writing by the Member and authorized by the community instruments.

Section 1.21 "Property" shall mean and refer to that certain real estate described in Exhibit "A" attached hereto.

Section 1.22 "Structure" shall mean any building or other improvement erected and constructed, the use of which requires more or less permanent location on or in the ground or attached to something having a permanent location on or in the ground.

Section 1.23 "City" shall mean the City of Sandwich, a municipal corporation, its elected and appointed officials officers, agents and employees.

Section 1.24 "Architectural Review Committee" shall mean and refer to the committee which shall be appointed by the Board to approve exterior and structural improvements, additions and changes within the Property as provided in Article IX hereof.

ARTICLE II

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall automatically be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Voting rights with regard to each Member are set forth in Article III hereof.

ARTICLE III

VOTING RIGHTS AND BOARD OF DIRECTORS

Section 3.01 The Association shall have one class of membership.

Section 3.02 No owner of any interest in any Lot shall have any right or power to disclaim, terminate or withdraw from his membership in the Association or any of his obligations as such Member, and no purported disclaimer, termination or withdrawal thereof or there from on the part of any such owner shall be of any force or effect for any purpose.

Section 3.03 The Association shall have a Board of not less than three (3) Directors who shall be elected by the Members of the Association at such intervals as the corporate charter and By-Laws of the Association shall provide, except that vacancies in the Board occurring between regularly scheduled meetings of the Members may be filled by the Board as provided by the articles of incorporation or By-Laws. The Association shall have such officers as shall be appropriate from time to time, who shall be elected by the Board who shall manage and conduct the affairs of the Association under the direction of the Board. Except as expressly otherwise provided by the Association's articles of incorporation, this Declaration or the By-Laws, all power and authority to act on behalf of the Association both pursuant to this Declaration and otherwise shall be vested in its Board from time to time and its officers under the direction of the Board, and shall not be subject to any requirement of approval on the part of its Members. The articles of incorporation and By-Laws of the Association may include such provisions for the protection and indemnification of its officers and directors as shall be permissible by law.

Section 3.04 The Association, being a not-for-profit corporation, shall not distribute to its Members any sums in the nature of dividends upon its shares. To the extent that funds shall not be required for current expenditures or for such reserves, the next monthly assessments may, in the discretion of the Board, be eliminated or the amount thereof appropriately reduced. Such reduction shall not prevent reinstatement of or increase in such assessments when required.

Section 3.05 Whenever possible, the Association shall perform its functions and carry out its duties by entering into agreements for the performance thereof with such persons and business entities regularly engaged in the performance of generally similar functions and duties as the Board shall determine, which agreements shall be for such length of time, at such rates of compensation and upon such other terms and provisions as the Board shall determine from time to time. Such persons or business entities may, but need not, be persons or business entities owning or otherwise directly or indirectly interested in the Property or any part thereof. The Association itself shall also have the power to perform its functions and carry out its duties.

Section 3.06 The Association, through the resolutions of the Board, shall have the right to adopt rules and regulations governing the Lots and Common Area and the use thereof provided, however, that no rule or regulation shall conflict with the Declaration or any applicable laws, ordinances or codes.

Section 3.07 A copy of this Declaration, the By-Laws and the Association's books, records and financial statements to be kept by the Board shall be available for inspection by any Owner or any representative of an Owner duly authorized in writing, the City, or any holder, insurer or guarantor of a first mortgage lien on a Lot at such reasonable time or times during the normal business hours as may be requested by the Owner or by the holder of said first mortgage lien, as further provided in the By-Laws.

ARTICLE IV

PROVISIONS RELATING TO THE COMMON AREA

Section 4.01 Every Owner shall have a right and easement in, over, upon and to the Common Area for purposes of vehicular and pedestrian ingress and egress and use of the open spaces and other common facilities and the Common Area shall be held for the use and benefit of each Owner, and such easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast sixty-seven percent (67%) of the votes of the Members has been recorded, agreeing to such dedication or transfer.

Section 4.02 An irrevocable license and easement is hereby granted to the City and police, fire, water, health and other authorized officials, employees and vehicles of the City, to go upon the Common Area at any time and from time to time for the purpose of performance of official duties and for the purpose of enforcing this Declaration and all City ordinances, rules and regulations, and the statutes of the State of Illinois and the United States. In addition, duly designated officials and employees of the City are hereby granted an easement to enter upon, on and over the Common Area for the purposes of maintaining (although the City has no duty to do so), except as otherwise provided hereunder, the storm water detention area, drainage systems, storm and sanitary sewers, water mains, streets, sidewalks and any other utility or public service and to correct or eliminate nuisances or violations resulting from the failure to exercise maintenance responsibilities by any Owner or the Association, as applicable. Except in the event of emergency situations, the City shall serve written notice upon the Association setting forth the manner in which the Association has failed to comply with its obligations under this Declaration under any source of law. Said notice shall include a demand that such deficiency be cured within said thirty (30) days from the date such notice is received. If such deficiency has not been cured within said thirty (30) days or any extension thereof granted by the City, the City may exercise said easement by entering the Common Area and performing such maintenance or repair. Upon failure to pay such expenses, the City may place a lien of record against the Common Area for the expenses and costs, including reasonable attorneys' fees, in enforcing such obligations. The Association shall reimburse the City for all expenses incurred by it in performing such maintenance or repair. Said easement shall be exercised only to the extent and for such period of time that the maintenance or repair is required to accomplish the purpose hereinabove mentioned. It is the intention of this Section 4.02 to provide that the obligation for maintenance and repair of all those portions of the water, storm water, and sanitary sewers that are not dedicated and accepted by the City as public services, shall be the Association's as a Common Expense. The City shall be under no obligation to exercise the rights herein granted except as it shall determine to be in its best interest. No failure to exercise any right herein granted to the City shall be construed as a waiver of that or any other rights, nor subject the City to any loss or damage. This provision may not be amended without the prior written approval of the City.

Section 4.03 Any owner may delegate, in accordance with the By-Laws, his right of ingress and egress to the Common Area to the members of his family, occupants, guests, invitees, or contract purchasers who reside on the Property.

Section 4.04

(a) The Association shall have the right and duty to build, repair and maintain the Common Area.

(b) The Association shall have the right of ingress and egress over and upon the Common Area for any and all purposes in connection with the use, maintenance, construction, operation, repair and reconstruction of the Common Area.

(c) The Association, through resolutions of the Board, shall have the right to adopt rules and regulations governing the use, maintenance and administration of the Common Area and for the health, comfort, safety and general welfare of persons using the Common Area.

Section 4.05 Notwithstanding any provisions herein to the contrary, the easements herein created shall be subject to:

(a) Easements of record on the date hereof, including those easements granted on the Plat of Subdivision for the Property recorded in the Office of the Recorder of DeKalb County, Illinois, and any easements which may hereafter be granted by the Association to any public utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water mains and pipes, or any other utility services serving any Lot and to any provider of cable television service.

Section 4.06 Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to or for the public use or purpose whatsoever.

Section 4.07 Easements for serving the Common Area and other properties with public utilities and municipal services are hereby granted to Commonwealth Edison Company, Northern Illinois Gas Company, SBC - Ameritech, the City, and all other suppliers of utilities serving the Common Area and the respective successors and assigns, jointly and severally to install, lay, construct, renew, operate, maintain or remove, from time to time, conduits, cables, pipes, wire transformers, switching apparatus and other facilities and appurtenances used in connection with serving the Common Area and adjacent property with telephone communications, electric, sewer, gas, water, drainage, cable television, or other municipal services, upon, across and under the Common Area; provided, however, that all such public utilities shall be installed underground. Notwithstanding any code or ordinance provision which may provide otherwise, no public utility shall be installed over-the-ground and nothing herein shall be deemed or construed as permitting over-the-ground utilities.

Section 4.08 All areas of and facilities upon the Common Area, including, but not limited to, all open space, and all landscaping shall be maintained by the Association in such a manner as to ensure the proper use and functioning of such areas as facilities as originally designated and/or constructed. In addition, all landscaping easements and all entry monuments located upon individual Lots for which easements have been granted to the Association shall be maintained by the Association, except as otherwise provided herein.

ARTICLE V

MAINTENANCE OF DWELLING UNITS

Each Owner shall have the obligation to maintain in good condition and repair the exteriors of the Dwelling Units including, without limitation, garage exteriors, roofs, siding and trim, gutters and downspouts, patio areas, if any, and wooden decks, if any, and such other portions of individual Lots, including, without limitation, landscaping, plantings, ground cover and the maintenance of landscaping located upon the City's right of way and parkways adjoining the respective Lot. The Association shall determine the need for and shall carry out or cause to be performed all such maintenance and repair of all gas, telephone and electrical lines incorporated in and forming a part of the Dwelling Units as originally constructed that service more than one Dwelling Unit. The Association shall, in addition, be responsible for the proper maintenance of all landscaping located on the Common Area including, but not limited to, mowing the grass areas and the proper maintenance of all access roads and streets including the snowplowing of all sidewalks and streets located within the Common Area and the storage of such snow on the Common Area. The obligations of the Association as contained in this Section 5.01 shall be limited, however, to the extent that there are funds available in the Association's account from the assessments collected pursuant to Article VI hereof.

In addition, in the event an individual Lot is subject to an easement to the Association for the installation and maintenance of an entry monument, the landscaping in connection with such entry monument shall be watered by such Owner at his expense as required at the direction of the Association.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.00 Each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed or other conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments to be fixed, established and collected from time to time as hereinafter provided, and (2) special assessments to be fixed, established and collected from time to time as hereinafter provided, The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made Each such assessment, together with such interests, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 6.01 The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of the Common Area, and such other portions of the Property as required hereunder. Such uses shall include, but are not limited to, the cost to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Area. If any other charges required by this Declaration or that the Board shall determine to be necessary or desirable to meet the primary purpose of the Association, including the establishment and maintenance of a reserve fund for repair, maintenance, replacements, taxes, and other charges as specified herein which benefit the Common Area are directly charged to any Owner, the Association will reimburse such Owner for any such expense. The Board

reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund. Furthermore, no provision of this Declaration shall be construed to require the payment by the Association of real estate taxes on any Lot upon which a Dwelling Unit is constructed and a portion of the Common Area is located.

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

Section 6.03 In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair, maintenance or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, if any.

Section 6.04 Both annual and special assessments, if any, must be fixed at a rate for all Lots, in accordance with applicable law, and shall be collected on a monthly basis, or as otherwise directed by the Association.

Section 6.05 The Board shall fix the amount of the annual assessment, if any, against each Lot at least thirty (30) days in advance of each annual assessment period and in lieu thereof, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed amount of annual assessment shall be due on the first day of the month immediately preceding the effective date of the changed assessment. An Owner shall first be liable for payment of the full monthly assessment, if any, on the 1st day of the month following conveyance of title to him. The Association shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association setting forth whether the assessments on a specified Lot have been paid and, if not paid, the amount of any such deficiency. Such certificate shall be conclusive evidence of payment of any assessment therein.

Section 6.06 Any assessments which are not paid when due shall be delinquent. Such assessments, interest and all costs of collection shall be a continuing lien upon the Lot against which each such assessment was made. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate allowed by law, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same, or foreclose the lien against the respective Lot and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. Each Owner, by his acceptance of a deed to a Lot, hereby expressly vests in the Association, or its agents, the right and power to bring all actions against such Owner personally for the collection of such charges as a debt, and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including foreclosure by an action brought in the name of the Association in a like manner as a mortgage or deed of trust lien on real property.

Section 6.07 Any lien which has been or will be created pursuant to the terms and conditions of this Declaration shall (a) be subordinate to the lien of any first mortgage which is placed upon the Property or a Dwelling Unit, and (b) not be effective unless said lien is recorded in the Office of the Recorder of DeKalb County, Illinois and (i) shall set forth who or whom is claiming the lien, (ii) the address of the lienor, (iii) the amount of the lien, and (iv) the

Section of the Declaration under which the lienor is claiming the lien. Any sale or transfer of all or any portion of the Property or Dwelling Unit pursuant to a mortgage foreclosure or other proceedings in lieu thereof regarding any first mortgage affecting any portion of the Property or Dwelling Unit shall extinguish any existing lien or the right to lien which arose prior to the sale or transfer. Notwithstanding any other terms and conditions of this Declaration, this Section may not be amended or deleted without the written approval of all first mortgage lien holders, which consent shall be recorded in the Office of the Recorder of DeKalb County, Illinois. The foregoing shall not apply, however, to liens of governmental entities.

Section 6.08 The Association may elect to collect the annual assessment in one payment due on or before January 31st of each year.

ARTICLE VII

INSURANCE

Section 7.01 The Association shall be responsible for procuring and maintaining comprehensive public liability insurance, including liability for injuries to and death of persons in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence, in such limits as it shall deem desirable, and other liability insurance as it may deem desirably insuring the Association from liability in connection with the use and/or ownership of the Common Area. The liability policy shall also name as insured the Association's agents, officers, and directors and such additional parties as the Association shall determine.

Section 7.02 The Association shall be further responsible for maintaining such policies of insurance for the Common Area against loss or damage by fire and such other hazards contained in a customary "all risk" policy provided that such policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to the Association and provide for coverage in the amount of one hundred (100%) percent of current full replacement value. Replacement cost shall be determined annually by an independent appraiser, or by a method acceptable to the insurance company providing such coverage.

Section 7.03 The Association shall obtain and maintain fidelity insurance covering persons who control or disburse funds of the Association for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody or control of the Association. All management companies which are responsible for the funds held or administered by the Association shall maintain and furnish to the Association a fidelity bond for the maximum amount of coverage that is commercially available or reasonably required to protect funds in the custody of the management company at any time. The Association shall bear the cost of the fidelity insurance and fidelity bond, unless otherwise provided by contract between the Association and a management company.

Section 7.04 The Association shall be responsible for procuring and maintaining Directors and Officers Liability in such limits as it shall deem desirable.

Section 7.05 The Association may also obtain such other kinds of insurance as the Association shall from time to time deem prudent in such amounts as the Association shall deem desirable.

Section 7.06 Each Owner shall procure and maintain in full force at all times insurance covering his Dwelling Unit consisting of, or providing all the protections afforded by, the insurance now generally described in an "all risk" policy to one hundred (100%) percent of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than one thousand (\$1,000.00) dollars and naming the Association as an additional insured on each policy. Such insurance shall be written by companies reasonably acceptable to the Association. A certificate of insurance evidencing such coverage shall be furnished to the Association and new certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least ten (10) days prior to the expiration date of the expiring insurance. In the event a Dwelling Unit or any portion thereof shall be damaged or destroyed by fire or any other casualty and the Owner thereof shall cause it to be repaired, restored or reconstructed, as the case may be, the repairs, restoration or reconstruction shall be in the same architectural style and design as was originally constructed and shall conform in all respects to all applicable laws or ordinances in force at the time of such repair, restoration or reconstruction.

Section 7.07 In the event of such damage or destruction of a Dwelling Unit, the holder of the mortgage encumbering said Dwelling Unit shall cause the proceeds of any insurance required pursuant to Section 7.06 hereof to be utilized in restoring the Dwelling Unit pursuant to the terms of this Article VII.

ARTICLE VIII

RESTRICTIONS RELATING TO PROPERTY

Section 8.01 No Structure, landscaping or other improvement shall be commenced or allowed on any portion of the Property unless it complies with the provisions of this Declaration. All Structures on the Property shall be of new construction.

Section 8.02 The Lots shall be used only for residential purposes, as a private residence, and no professional, business or commercial use shall be made of the same or any portion thereof, nor shall any resident's use of a Lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except that professional and quasi-professional persons may use their residence as an ancillary or secondary facility to an office elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a resident from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions. This Section 8.02 shall also not be deemed to prohibit an Owner from caring for no more than four (4) unrelated children at any time within such Owner's Dwelling Unit, provided that such Owner has satisfied all local and state licensing requirements.

Section 8.03 No Structures (except as otherwise permitted by the By-laws) other than a detached residence for a single family occupancy shall be constructed on each Lot. No tool or storage sheds, satellite dishes (except as allowed under applicable law), animal houses or dog runs (unless approved by the Board) or other structures (except tie single family residence referred to in the preceding sentence) shall be constructed on any Lot. Any storage facilities or

accessory buildings must be attached to the Dwelling Unit and match the style and siding of the Dwelling Unit, and meet all applicable codes and obtain the approval of the Architectural Review Committee. No permanent basketball structures shall be permitted. There shall be no construction on any Lot which results in a building, or structure inconsistent with the general architectural design and aesthetic flavor of either (a) the Dwelling Unit on such Lot or (b) the remainder of the Dwelling Units on the Property. In addition, any construction undertaken upon any Lot must be completed within nine (9) months of the date of commencement of said construction.

Section 8.04 All Structures shall be constructed in accordance with applicable governmental building codes and zoning ordinances of the City. If and to the extent there is any conflict between this Declaration and the provisions of any ordinances, codes, rules and regulations of the City, such conflict shall be resolved by the application of the more stringent provision as between this Declaration and such ordinance, code, rules and regulations of the City.

Section 8.05 No structure of a temporary character, trailer, basement, tent, shack, garage, bam or other outbuilding shall be used as a residence or for any other purpose, either temporarily or permanently.

Section 8.06 No advertising sign (except one "For Sale" sign not exceeding 2' x 2' in size), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Dwelling Unit or Lot, except as provided in Section 9,07 hereof and except that during the two (2) week period prior to and during the one (1) week period subsequent to, a primary or general election, one (1) political sign may be maintained on an individual Lot or the Dwelling.

Section 8.07 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, except that dogs and cats (not to exceed a total of three (3) such pets) or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

Section 8.08 All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Dwelling Units and streets, and shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Garbage cans shall be kept in the garage until the day prior to garbage pickup and removed the day of garbage pickup from the driveway. Garbage may not be burned on the Lots.

Section 8.09 Drying of clothes shall be confined to the interior of the Dwelling Units. No clothes, sheets, laundry, blankets or other articles of clothing shall be hung out in any portion of the Property.

Section 8.10 An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

Section 8.11 Each Owner shall be required to pick up any waste generated by a pet on the Lots, Common Area or adjacent City property.

Section 8.12 No nuisance, noxious or offensive activity shall be carried on in the Property 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 any Dwelling Units on the Property.

Section 8.13 No plants, seeds, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of the Property.

Section 8.14 Parking areas and driveways shall be used for parking operable automobiles only and no part of any Lot shall be used for Storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, Commercial vehicles, except a commercial vehicle no larger than a one (1) ton GVW vehicle may be parked outside of a Dwelling Unit for no longer than twelve (12) hours, snowmobiles or boats except within the confines of a garage. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. Any violation of this provision shall be deemed a nuisance under Section 8.12 hereof. Passenger motor vehicles in non-operative condition shall not be parked, except in garages.

Section 8.15 The operation of "ham" or other amateur radio stations or the erection of any communication antenna, receiving dish or similar devices shall not be allowed except as under applicable law.

Section 8.16 No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in 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 and maintained underground.

Section 8.17 Each Lot and the Common Area is hereby subjected to a permanent easement appurtenant to any adjoining Lot and any adjoining portion of the Common Area to permit the construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot or portion of the Common Area, including roof structures, which overhang and encroach upon the servient Lot or Common Area, provided that the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to maintain, repair and restore any improvements located on the dominant tenement provided, however, that such entry shall be allowed only during daylight hours and with the prior knowledge of the owner of the servient tenement. In case of emergency, such right of entry shall be immediate, not restricted as to time and not be conditioned upon prior knowledge of the owner of the servient tenement. The owner of the servient tenement shall not place any improvement, material or obstacle in or over the easement area on the servient tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this Section 8.17. Any such improvement, material or obstacle shall be promptly removed by the owner of the servient tenement at that owner's expense when requested by be owner of the dominant tenement notwithstanding any lapse of time since such improvements, material or other obstacle was placed in or over the easement area.

Section 8.18 In order to promote a suitable and attractive open space environment, the installation of fences, walls or other Structures, other than Dwelling Units permitted hereunder, shall be prohibited except for (i) rear brick or concrete psi its and rear decks specifically approved by the Architectural Review Committee in its sole discretion, and (ii)

fences not higher than 5 feet, nor more than 5.6 feet above finish grade, confined to screening rear patio and rear deck areas specifically approved by the Architectural Review Committee in its sole discretion. No fence shall project closer to the street than the rear corner of the Dwelling Unit closest to the street. No chain link fences shall be allowed within the Property. Upon review and approval of the Architectural Review Committee, the following fence types may be constructed within the Property: Wrought Iron or aluminum bar and post fences, Western Red Cedar fences, Redwood or Copper wood Fence guidelines are attached hereto as Exhibit "D".

Section 8.19 No above ground pools shall be allowed on the Property. Temporary children's plastic wading pools, not over twenty (20") inches in height, may be used provided they are stored out of sight when not in use. Permanent "in ground" pools shall be permitted, provided they do not encroach on building set back lines, easements or utility lines or utility services to the Dwelling Unit or the Property, and meet City setback requirements and receive Architectural Review Committee approval. All in ground pools shall be completely fenced in with a four (4) foot high fence satisfying all fence requirements herein.

Section 8.20 Any Owner may lease the Dwelling Unit on his Lot, but no lease may be for a period of less than six (6) months. All leases must be made expressly subject to the terms of this Declaration. The provisions of the Common Interest Community Association Act, the Declaration, By-Laws, other community instruments, and rules and regulations that relate to the use of an individual Dwelling Unit or the Common Areas shall be applicable to any person leasing a Dwelling Unit and shall be deemed to be incorporated in any lease. The Owner leasing the Dwelling Unit shall deliver a copy of the signed lease to the Association or if the lease is oral, a memorandum of the lease, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

Section 8.21 All Dwelling Units shall have a minimum of 1500 square feet for a one (1) story Structure and 1600 square feet for a two (2) story Structure.

ARTICLE IX

ARCHITECTURAL STANDARDS

Section 9.01 The Board shall establish the Architectural Review Committee which shall consist of up to five (5) (but not less than three (3)) members, all of whom shall be Owners and who may or may not be members of the Board. The regular term of office for each member shall be one year, coinciding with the fiscal year of the Association. Any member appointed by the Board may be removed with or without cause by the Board at any time by written notice to such appointee, and a successor or successors appointed to fill such vacancy shall save the remainder of the term of the former member. The Architectural Review Committee shall elect a chairman and he, or in his absence, the vice chairman, shall be the presiding officer at its meetings. The Architectural Review Committee shall meet at least once in each calendar month, as well as upon call of the chairman, and all meetings shall be held at such places as may be designated by the chairman. Three (3) members shall constitute a quorum for the transaction of business, and the affirmative vote of a majority of those present in person or a proxy at a meeting of the Architectural Review Committee shall constitute the action of the Architectural Review Committee on any matter before it. The Architectural Review Committee is authorized to retain the services of consulting architects, landscape architects, urban

designers, engineers, inspectors, and/or attorneys in order to advise and assist the Architectural Review Committee in performing its functions set forth herein. Each member of the Architectural Review Committee may be paid a stipend or honorarium as from time to time determined by the Board.

Section 9.02

(a) No improvements of any nature whatsoever shall be constructed, altered, added to, or maintained upon any part of the Property, except (i) for Dwelling Units and other improvements which were constructed by Declarant, (ii) such improvements as are approved by the Architectural Review Committee in accordance with this Article IX, or (iii) improvements which pursuant to this Article IX do not require the consent of the Architectural Review Committee.

(b) The Architectural Review Committee is hereby authorized to promulgate from time to time written architectural standards, policies, and guidelines (the "Standards") governing the construction, location, and design of improvements, the contents of submissions of plans and specifications, and other information required to evidence compliance with and obtain approval pursuant to Section 9.03 hereof. Any such Standards published by the Architectural Review Committee shall be binding and enforceable on all Owners with respect to all improvements on the Property requiring the approval of the Architectural Review Committee.

(c) No improvements of any nature whatsoever shall be commenced, constructed, altered, added to or maintained upon any part of the Property (except for Dwelling Units and other improvements which were constructed by Declarant and for improvements which pursuant to this Article IX do not require the consent of the Architectural Review Committee) unless and until the Architectural Review Committee has approved in writing the proposed architect and builder of any such improvements.

Section 9.03 To preserve the architectural and aesthetic appearance of the Property, no construction of improvements of any nature whatsoever shall be commenced or maintained by any Owner with respect to the construction or affecting the exterior appearance of any Dwelling Unit or with respect to any other portion of the Property, including, without limitation, the construction or installation of sidewalks, driveways, mail boxes, decks, courtyards, awnings, walls, fences, exterior lights or garages, nor shall any exterior addition to or alteration therein be made, unless and until two (2) copies of the plans and specifications and related data showing the nature, color, type, shape, height, materials, and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee as to the compliance of such plans and specifications with such Standards as may be published by the Committee from time to time including the harmony of external design, location, and appearance in relation to surrounding structures and topography. One copy of such plans, specifications, and related data so submitted shall be retained in the records of the Architectural Review Committee, and the other copy shall be returned to the Owner marked "approved," "approved as noted," or "disapproved." The Architectural Review Committee shall establish a fee sufficient to cover the expense of reviewing plans and related data and to compensate any consulting architects, urban designers, inspectors, or attorneys retained in accordance with the terms hereof. Notwithstanding the foregoing, an Owner may make interior improvements and alterations within his Dwelling Unit that do not affect the exterior

appearance without the necessity of approval or review by the Architectural Review Committee. The Architectural Review Committee shall have the sole discretion to determine whether plans and specifications submitted for approval are acceptable to the Association. Following approval of any plans and specifications by the Architectural Review Committee, representatives of the Architectural Review Committee shall have the right during reasonable hours to enter upon and inspect any Lot, Dwelling Unit or other improvements with respect to which construction is underway to determine whether or not the plans and specifications therefor have been approved and are being complied with. In the event the Architectural Review Committee shall determine that such plans and specifications have not been approved or are not being complied with, the Architectural Review Committee shall be entitled to enjoin further construction and to require the removal or correction of any work in place which does not comply with approved plans and specifications. Upon approval of plans and specifications, no further approval under this Article IX shall be required with respect thereto, unless such construction has not substantially commenced within six (6) months of the approval of such plans and specifications (e.g. clearing and grading, pouring of footings, etc.) or unless such plans and specifications are materially altered or changed. Refusal of approval of plans and specifications may be based by the Architectural Review Committee upon any ground which is consistent with the objects and purposes of this Declaration, including purely aesthetic considerations, so long as such grounds are not arbitrary or capricious.

ARTICLE X

MISCELLANEOUS

Section 10.01 The Association, the City or any Owner, their successors or assigns, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, easements, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Any Owner found to be in violation by a court of competent jurisdiction of any of the foregoing shall also be liable for reasonable attorney's fees incurred by the Association in prosecuting such action. The amount of such attorney's fees together with court costs, if unpaid, shall constitute an additional lien against the defaulting Owner's Lot, enforceable as other liens herein established. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The Association shall use its best efforts to assist the City in connection with the enforcement of any provisions hereunder.

Section 10.02 Invalidation of any of these covenants or restrictions by judgment or order shall in no way affect any other provisions which shall remain in full force and effect. In the event of any conflict between the terms of this Declaration and the provisions of any statute governing the same, the terms of such statute shall control.

Section 10.03 The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, the City, the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, subject to amendment as hereinafter set forth. The covenants and restrictions of this Declaration may be amended during the first fifty (50) year period or within any successive ten (10) year period by an instrument signed by those Members entitled to cast seventy-five percent

(75%) of the total votes and then properly recorded, provided, however, that no Material Amendment to this Declaration, the By-Laws or the Association's articles of incorporation shall be effective unless approval thereof is obtained from Eligible Mortgage Holders representing at least fifty-one percent (51%) of the Lots and Dwelling Units that are subject to mortgages held by Eligible mortgage Holders, provided, however, that Section 4.02 shall not be amended without the written approval of the City. Any instrument executed pursuant to the provisions contained in this Section shall be filed for record in the Office of Recorder of DeKalb County, Illinois, and a true, complete copy of such instrument shall be transmitted to each Owner promptly. Amendments to community instruments authorized to be recorded shall be executed and recorded by the President of the Board or such other officer authorized by the Association or the community instruments. Notwithstanding anything herein to the contrary requiring approval of any mortgagee or lien holder of record, and if the mortgagee or lien holder of record receives a request to approve or consent to an amendment to the Declaration and/or By-Laws, the mortgagee or lien holder of record is deemed to have approved or consented to the request unless the mortgagee or lien holder of record delivers a negative response to the requesting party within sixty (60) days after the mailing of the request. A request to approve or consent to an amendment to the Declaration and/or By-Laws that is required to be sent to a mortgage or lien holder of record shall be sent by certified mail.

Section 10.04 If and to the extent that any of the covenants would otherwise be unlawful or void for violation of (a) the rule against perpetuities, (b) the rule restricting restraints on alienation, or (c) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provision concerned shall continue and endure only after the expiration of a period of twenty-one (21) years after the death of the last to survive of the class of persons consisting of all of the lawful descendants of William Jefferson Clinton, former President of the United States, living at the date of this Declaration.

Section 10.05 Any notices required under the provisions of this Declaration to be sent to any Owner, shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Owner as it appears on the records of the Association at the time of such mailing.

Section 10.06 All the easements, rights, covenants, agreements, reservations, restrictions and conditions herein contained shall run with the land and shall inure to the benefit of and be binding upon each holder of any interest to any portion of the Property and their grantees, heirs, successors, personal representatives and assigns with the same full force and effect for all purposes as though set forth at length in each and every conveyance of the Property or any part thereof. Reference in the respective deed of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of such parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 10.07 In the event that any part of any Dwelling Unit encroaches or shall hereafter encroach upon any pan of any other Lot or the Common Area, valid easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid

easement for any encroachment be created in favor of any Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Dwelling Unit of another Owner or if it occurred due to the willful conduct of any Owner.

Section 10.08 No action to incorporate the Association as a municipality shall commence until an instrument agreeing to incorporation has been signed by two-thirds (2/3) of the Members.

Section 10.09 Any aggrieved Owner may enforce the provisions of this Declaration, the By-Laws, or any rules and regulations promulgated by the Board, by an action at law or in equity against the defaulting Owner (or occupant of his Dwelling Unit).

Section 10.10 The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a first-class housing development.

Section 10.11 If all or any part of the Common Area only shall be taken through condemnation by any governmental authority having power so to do, the net proceeds of such taking shall be paid to and retained by the then owner of the Common Area subject, however, to the rights of the holder of first mortgage liens on the Dwelling Units. If any part of the Property including one or more Dwelling Units shall be taken by one or more concurrent condemnation proceedings, the entire net proceeds of such taking or takings, including (without limitation) all proceeds received on account of such taking of any part of the Common Area, shall be divided equitably among, and retained by, the Owners of the Dwelling Units wholly or partially taken in such condemnation proceedings, subject to the rights of the holders of first mortgage liens on the Dwelling Units. If the effect of such condemnation shall be to isolate any part of the Property from the remainder of the Property, and if no residential structures shall then have been constructed or be situated within the portion of the Property so isolated, then all the Dwelling Units lying wholly or partly within the portion of the Property so isolated shall be deemed to have been and shall be removed from and released from all of the terms and provision of this Declaration and this Declaration shall be of no further force or effect with respect thereto. For purposes of this Section 10.11, the term "condemnation" shall include also any sale under threat of condemnation to any governmental authority having condemnation power.

Section 10.12 The City shall have the right, but not the obligation, to enforce certain Covenants or obligations of the Association or the Owners, as applicable, and further shall have the right, upon 30 days' prior written notice to the Association or Owners, as applicable, specifying the nature of a default, to enter upon the Common Area and cure such default, or cause the same to be cured at the cost and expense of the Association or the Owner or Owners thereof. The City also shall have the right to change or place a lien upon the Common Area for the repayment of such costs and expenses, including reasonable attorney's fees in enforcing such obligations, or levy a tax for the payment of such services pursuant to a Special Service Area. This Section 10.12 may not be amended without the prior written approval of the City.

Section 10.13 The following provisions shall govern the use of technology:

- (a) Any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any community instrument or any provision of

the Common Interest Community Association Act may be accomplished using acceptable technological means. This Section governs the use of technology in implementing the provisions of any community instrument or any provision of the Common Interest Community Association Act concerning notices, signatures, votes, consents, or approvals.

(b) The Association, Owners, and other persons entitled to occupy a Unit may perform any obligation or exercise any right under any community instrument or any provision of the Common Interest Community Association Act by use of acceptable technological means.

(c) A signature transmitted by acceptable technological means satisfies any requirement for a signature under any community instrument or any provision of the Common Interest Community Association Act.

(d) Voting on, consent to, and approval of any matter under any community instrument or any provision of the Common Interest Community Association Act may be accomplished by acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form.

(e) Subject to other provisions of law, no action required or permitted by any community instrument or any provision of the Common Interest Community Association Act need be acknowledged before a notary public if the identity and signature of the signatory can otherwise be authenticated to the satisfaction of the Board of Directors.

(f) If any person does not provide written authorization to conduct business using acceptable technological means, the Association shall, at its expense, conduct business with the person without the use of electronic transmission or other equivalent technological means.

(g) This Section does not apply to any notices required under Article IX of the Code of Civil Procedure related to: (i) an action by the Association to collect a common expense; or (ii) foreclosure proceedings in enforcement of any lien rights under the Common Interest Community Association Act.

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SIGNATURE PAGES FOLLOW**

PRESIDENT'S SIGNATURE PAGE

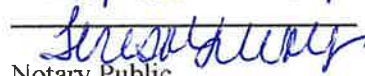
STATE OF ILLINOIS)
) SS
COUNTY OF DEKALB)

I, JANETTA BURCH am the President of the Board of Directors of the Fairwinds Homeowners Association, an Illinois not-for-profit corporation and Common Interest Community Association established by the aforesaid Declaration, and by my signature below do hereby execute the foregoing Amended and Restated Fairwinds Declaration of Covenants, Conditions, Restrictions and Easements, in accordance with Section 1-20(b) of the Illinois Common Interest Community Association Act.

EXECUTED this 23 day of April, 20224

By: 

President of the Fairwinds
Homeowners Association
Janetta Burch

SUBSCRIBED AND SWORN to
before me this 23 day
of April, 20224


Notary Public
Teresa L. Wolf



BOARD SIGNATURE PAGE

STATE OF ILLINOIS)
)SS
COUNTY OF DEKALB)

We, the undersigned, constitute at least two-thirds (2/3) of the members of the Board of Directors of the Fairwinds Homeowners Association established by the aforesaid Declaration. By our signatures below, we hereby approve of and consent to this Amended and Restated Fairwinds Declaration of Covenants, Conditions, Restrictions and Easements, pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act. In witness, whereof we have cast our votes and signed this document in favor of this Amended and Restated Fairwinds Declaration of Covenants, Conditions, Restrictions and Easements, at a duly called meeting of the Board of Directors of the Fairwinds Homeowners Association held on April 4, 2024

William Schimmel *W. Schimmel*
Carly Kimont *Carly Kimont*
Janetta Burch *Janetta Burch*

Being at least 2/3 of the members of the Board of Directors of Fairwinds Homeowners Association

AFFIDAVIT OF SECRETARY

STATE OF ILLINOIS)
)SS
COUNTY OF DEKALB)

I, Carly Kimont being first duly sworn on oath, depose and state that I am the Secretary of the Board of Directors of Fairwinds Homeowners Association and keeper of the books and records of said Association. I further state that the foregoing Amended and Restated Fairwinds Declaration of Covenants, Conditions, Restrictions and Easements, was approved by at least two-thirds (2/3) of the members of the Board of Directors of said Association, pursuant to Section 1-60(a) of the Illinois Common Interest Community Association Act, at a meeting of the Board of Directors duly noticed and convened and held for that purpose on April 4 2024, at which a quorum was present throughout, and such approval has not been altered, modified, or rescinded any manner but remains full force and effect. I further state the members of the Association did not file a petition with the Board, pursuant to the requirements of Section 1-60(c) of the Illinois Common Interest Community Association Act, objecting to the adoption of this Amended and Restated Fairwinds Declaration of Covenants, Conditions, Restrictions and Easements.

Carly Kimont
Secretary of the Fairwinds Homeowners Association
Carly Kimont

SUBSCRIBED AND SWORN to
before me this 15th day
of June, 2024

Jennifer Kimaro
Notary Jennifer Kimaro



EXHIBIT "A"

LEGAL DESCRIPTION

LOTS 1 THRU 9, LOTS 17 THRU 20, LOT A AND LOT B OF FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT, PHASE ONE A, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 26, IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUNTY OF DEKALB, ILLINOIS, RECORDED AS DOCUMENT NO 2003006561.

LOT 68 IN FAIRWINDS OF SANDWICH P.U.D. PHASE TWO, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, IN PLAT CABINET 9, SLIDE NO. 86-C, DECEMBER 5, 2003 AS DOCUMENT 2003034639, IN DEKALB COUNTY, ILLINOIS.

LOT 148 IN FAIRWINDS OF SANDWICH P.U.D. PHASE TWO, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, IN PLAT CABINET 9, SLIDE NO. 86--C, DECEMBER 5, 2003 AS DOCUMENT 2003034639, IN DEKALB COUNTY, ILLINOIS.

LOTS 64 AND 131 IN FAIRWINDS OF SANDWICH P.U.D. PHASE TWO, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, IN PLAT CABINET 9, SLIDE NO. 86-C, DECEMBER 5, 2003 AS DOCUMENT 2003034639, IN DEKALB COUNTY, ILLINOIS.

LOTS 57, 58, 61, 63, 65, 66, 69, 70, 71, 73, 75, 81, 82, 83, 81, 85, 86, 87, 88, 93, 94, 95, 96, 97, 99, 102, 103, 105, 106, 107, 108, 111, 112, 115, 117, 123, 125, 126, 123, 132, 133, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 149, 150, 152, 153, 154, 155, 156, 157, 161, 162, 163, 167, 168, 176, C, D, E, F AND G, ALL IN FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT PHASE TWO, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, IN PLAT CABINET 9, SLIDE NO. 86-C, DECEMBER 5, 2003 AS DOCUMENT 2003034639, IN DEKALB COUNTY, ILLINOIS.

LOTS 59, 72, 79, 134, 135, 158, 159, 160, 165, 177, 178, 179, 180, 181 AND 182, ALL IN FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT PHASE TWO, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, IN PLAT CABINET 9, SLIDE NO. 86-C, DECEMBER 5, 2003 AS DOCUMENT 2003034639, IN DEKALB COUNTY, ILLINOIS.

LOTS 10 THROUGH 16, BOTH INCLUSIVE, LOTS 21 THROUGH 28, BOTH INCLUSIVE, LOTS 169 THROUGH 174, BOTH INCLUSIVE, LOTS 196 THROUGH 243, BOTH INCLUSIVE, LOTS 261 THROUGH 276, BOTH INCLUSIVE, ALL IN FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT PHASE THREE, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 3, 2005 AS DOCUMENT NO. 2005019763 IN DEKALB COUNTY, ILLINOIS.

LOTS 59, 60, 62, 67, 74, 76, 77, 78, 80, 90, 91, 92, 98, 100, 101, 104, 109, 110, 113, 114, 120, 121, 122, 116, 118, 119, 124, 127, 129, 130, 146, 147, 151, 164, 166 AND 175, ALL IN FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT PHASE TWO, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, IN PLAT CABINET 9, SLIDE NO. 86-C, DECEMBER 5, 2003 AS DOCUMENT 2003034639, IN DEKALB COUNTY, ILLINOIS.

LOTS 29 THROUGH 56, BOTH INCLUSIVE, LOTS 183 THROUGH 195, BOTH INCLUSIVE, LOTS 244 THROUGH 260, BOTH INCLUSIVE AND LOT CC, ALL IN FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT PHASE FOUR, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2007021306, IN DEKALB COUNTY, ILLINOIS.

Address	Pin
400 W PLEASANT AV	1926204010
502 W PLEASANT AV	1926204001
504 W PLEASANT AV	1926204002
1006 BAYBERRY CT	1926204003
1004 BAYBERRY CT	1926204004
1002 BAYBERRY CT	1926204005
1001 BAYBERRY CT	1926204006
1003 BAYBERRY CT	1926204007
606 W PLEASANT AV	1926204008
608 W PLEASANT AV	1926204009
599 W PLEASANT AV	1926201003
603 W PLEASANT AV	1926201005
605 W PLEASANT AV	1926201006
609 W PLEASANT AV	1926201007
11 W MERCHANTS DR OSWEGO IL	1926204018
1317 NORTH WIND DR	1923374001
1313 NORTH WIND DR	1923374002
1311 NORTH WIND DR	1923374003
1309 NORTH WIND DR	1923374004
1307 NORTH WIND DR	1923374005

1305 NORTH WIND DR	1923374006
1303 NORTH WIND DR	1923374007
1209 NORTH WIND DR	1923374008
1207 NORTH WIND DR	1923374009
1205 NORTH WIND DR	1923374010
1507 PRAIRIE WIND DR	1923373004
1505 PRAIRIE WIND DR	1923373003
1501 PRAIRIE WIND DR	1923373002
1407 PRAIRIE WIND DR	1923373001
1405 PRAIRIE WIND DR	1926102007
1403 PRAIRIE WIND DR	1926102006
1401 PRAIRIE WIND DR	1926102005
1399 PRAIRIE WIND DR	1926102001
1355 PRAIRIE WIND DR	1926102004
1353 PRAIRIE WIND DR	1926102003
1351 PRAIRIE WIND DR	1926102002
1310 NORTH WIND DR	1923375010
1308 NORTH WIND DR	1923375009
1306 NORTH WIND DR	1923375008
1304 NORTH WIND DR	1923375007
1302 NORTH WIND DR	1923375006
1208 NORTH WIND DR	1923375005
1206 NORTH WIND DR	1923375004
1204 NORTH WIND DR	1923375003
1202 NORTH WIND DR	1923375002
1502 PRAIRIE WIND DR	1923375011
1313 OAKMONT CT	1923375012
1311 OAKMONT CT	1923375013
1309 OAKMONT CT	1923375014
1307 OAKMONT CT	1923375015
1305 OAKMONT CT	1923375016
1303 OAKMONT CT	1923375017
1209 OAKMONT CT	1923375018
1207 OAKMONT CT	1923375019
1203 OAKMONT CT	1923375020
1202 OAKMONT CT	1923375021
1204 OAKMONT CT	1926101002
1208 OAKMONT CT	1926101003
1302 OAKMONT CT	1926101004
1304 OAKMONT CT	1926101005
1310 OAKMONT CT	1926101006
1312 OAKMONT CT	1926101007
1314 OAKMONT CT	1926101008
1356 PRAIRIE WIND DR	1926101009

1354 PRAIRIE WIND DR	1926101010
1309 BRIARWOOD LN	1926101011
1307 BRIARWOOD LN	1926101012
1305 BRIARWOOD LN	1926101013
1303 BRIARWOOD LN	1926101014
1253 BRIARWOOD LN	1926101015
1251 BRIARWOOD LN	1926101016
1312 BRIARWOOD LN	1926103008
1310 BRIARWOOD LN	1926103007
1308 BRIARWOOD LN	1926103006
1306 BRIARWOOD LN	1926103005
1302 BRIARWOOD LN	1926103004
1250 BRIARWOOD LN	1926103003
1213 BRIARWOOD LN	1926103002
1211 BRIARWOOD LN	1926103001
1207 NORTH WIND DR	1923374009
1205 NORTH WIND DR	1923374010
1201 NORTH WIND DR	1923374011
1107 NORTH WIND DR	1923376002
1105 NORTH WIND DR	1923376003
1103 NORTH WIND DR	1923376004
1101 NORTH WIND DR	1923376005
1007 NORTH WIND DR	1923397001
1005 NORTH WIND DR	1923397002
1003 NORTH WIND DR	1923397003
913 NORTH WIND DR	1923397004
911 NORTH WIND DR	1923397005
909 NORTH WIND DR	1923397006
907 NORTH WIND DR	1923397007
1206 NORTH WIND DR	1923375004
1204 NORTH WIND DR	1923375003
1202 NORTH WIND DR	1923375002
1203 OAKMONT CT	1923375020
1202 OAKMONT CT	1923375021
1204 OAKMONT CT	1926101002
1505 AUTUMN RIDGE RD	1923398004
1503 AUTUMN RIDGE RD	1923398003
1501 AUTUMN RIDGE RD	1923398002
1409 AUTUMN RIDGE RD	1923398001
1407 AUTUMN RIDGE RD	1926127014
1405 AUTUMN RIDGE RD	1926127013
1403 AUTUMN RIDGE RD	1926127012
1002 NORTH WIND DR	1923399004
912 NORTH WIND DR	1923399003

910 NORTH WIND DR	1923399002
904 NORTH WIND DR	1923399001
1005 BAINBRIDGE CT	1923399005
1003 BAINBRIDGE CT	1923399006
909 BAINBRIDGE CT	1923399007
905 BAINBRIDGE CT	1923399008
903 BAINBRIDGE CT	1923399009
902 BAINBRIDGE CT	1923399010
904 BAINBRIDGE CT	1926126001
906 BAINBRIDGE CT	1926126002
908 BAINBRIDGE CT	1926126003
1002 BAINBRIDGE CT	1926126004
1004 BAINBRIDGE CT	1926126005
1402 AUTUMN RIDGE RD	1926126006
909 AUTUMN RIDGE RD	1926126007
907 AUTUMN RIDGE RD	1926126008
905 AUTUMN RIDGE RD	1926126009
903 AUTUMN RIDGE RD	1926126010
1199 NORTH WIND DR	1923376001
1100 NORTH WIND DR	1923375001
1204 OAKMONT CT	1926101001
1403 AUTUMN RIDGE RD	1926127012
1003 RIDGE CT	1926127011
1007 RIDGE CT	1926127010
1008 RIDGE CT	1926127009
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1004 RIDGE CT	1926127007
1002 RIDGE CT	1926127006
910 AUTUMN RIDGE RD	1926127005
908 AUTUMN RIDGE RD	1926127004
906 AUTUMN RIDGE RD	1926127003
904 AUTUMN RIDGE RD	1926127002
902 AUTUMN RIDGE RD	1926127001
1253 BRIARWOOD LN	1926101015
1251 BRIARWOOD LN	1926101016
1303 FAIRLEE CT	1926101017
1307 FAIRLEE CT	1926101018
1308 FAIRLEE CT	1926101019
1306 FAIRLEE CT	1926101020
1304 FAIRLEE CT	1926101021
1302 FAIRLEE CT	1926101022
1250 BRIARWOOD LN	1926103003
1213 BRIARWOOD LN	1926103002
1211 BRIARWOOD LN	1926103001

1204 OAKMONT CT	1926101001
1250 FAIRWIND BLVD	1926128002
1001 HOLDEMAN CT	1926201013
1003 HOLDEMAN CT	1926201012
1005 HOLDEMAN CT 60549	1926201011
1006 HOLDEMAN CT 60550	1926201010
1004 HOLDEMAN CT 60551	1926201009
611 W PLEASANT AV	1926201008
802 W PLEASANT AV 60549	1926204017
708 W PLEASANT AV 60550	1926204016
706 W PLEASANT AV 60551	1926204015
704 W PLEASANT AV 60552	1926204014
702 W PLEASANT AV 60553	1926204013
612 W PLEASANT AV 60554	1926204012
1259 WOOD CLIFF CT	1926101038
1257 WOOD CLIFF CT	1926101039
1255 WOOD CLIFF CT	1926101040
1253 WOOD CLIFF CT	1926101041
1251 WOOD CLIFF CT	1926101042
1003 CHESTNUT CIR	1926101043
1001 CHESTNUT CIR	1926101044
907 CHESTNUT CIR	1926101045
905 CHESTNUT CIR	1926101046
903 CHESTNUT CIR	1926101047
902 CHESTNUT CIR	1926129001
904 CHESTNUT CIR	1926129002
906 CHESTNUT CIR	1926129003
1002 CHESTNUT CIR	1926129004
1004 CHESTNUT CIR	1926129005
1006 CHESTNUT CIR	1926129006
1008 CHESTNUT CIR	1926129007
1005 SOUTH WIND DR	1926129008
1003 SOUTH WIND DR	1926129009
1001 SOUTH WIND DR	1926129010
1105 PARK VIEW CT	1926129011
1107 PARK VIEW CT	1926129012
1109 PARK VIEW CT	1926129013
1111 PARK VIEW CT	1926129014
1110 PARK VIEW CT	1926129015
1108 PARK VIEW CT	1926129016
1106 PARK VIEW CT	1926129017
1104 PARK VIEW CT	1926129018
1102 PARK VIEW CT	1926129019
905 SOUTH WIND DR	1926129020

903 SOUTH WIND DR	1926129021
901 SOUTH WIND DR	1926129022
1258 WOOD CLIFF CT	1926101035
1256 WOOD CLIFF CT	1926101034
1252 WOOD CLIFF CT	1926101032
1254 WOOD CLIFF CT	1926101033
1103 SOUTH WIND DR	1926101031
1105 SOUTH WIND DR	1926101030
1107 SOUTH WIND DR	1926101029
1102 SOUTH WIND DR	1926151014
1005 OAK BEND RD	1926151015
1002 OAK BEND RD	1926176002
1006 OAK BEND RD	1926176003
1207 BRIARWOOD LN	1926103009
1205 BRIARWOOD LN	1926103010
1203 BRIARWOOD LN	1926103011
1201 BRIARWOOD LN	1926103012
1303 SOUTH WIND DR	1926103013
1305 SOUTH WIND DR	1926103014
1309 SOUTH WIND DR	1926103015
1210 BRIARWOOD LN	1926101023
1208 BRIARWOOD LN	1926101024
1206 BRIARWOOD LN	1926101025
1203 SOUTH WIND DR	1926101026
1201 SOUTH WIND DR	1926101027
1109 SOUTH WIND DR	1926101028
WOOD CLIFF CT	1926101036
1261 WOOD CLIFF CT	1926101037
1102 SOUTH WIND DR	1926151014
1104 SOUTH WIND DR	1926151013
1106 SOUTH WIND DR	1926151012
1108 SOUTH WIND DR	1926151011
1110 SOUTH WIND DR	1926151010
1202 SOUTH WIND DR	1926151009
1204 SOUTH WIND DR	1926151008
1206 SOUTH WIND DR	1926151007
1208 SOUTH WIND DR	1926151006
1302 SOUTH WIND DR	1926151005
1304 SOUTH WIND DR	1926151004
1306 SOUTH WIND DR	1926151003
1308 SOUTH WIND DR	1926151002
1310 SOUTH WIND DR	1926151001

EXHIBIT "B"
AMENDED AND RESTATED
BY-LAWS OF FAIRWINDS
HOMEOWNERS ASSOCIATION

ARTICLE I

PURPOSES AND POWERS

The Association shall be responsible for the general management and supervision of the Common Area and shall have all of the powers to perform, and shall be responsible to perform, all of the obligations provided in the Declaration. Further, the Association shall have all powers now or hereafter granted by the General Not For Profit Corporation Act of the State of Illinois which shall be consistent with the purposes specified herein and in the Declaration.

ARTICLE II

OFFICERS

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

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

ARTICLE III

MEMBERS

3.01 Voting Members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to an assessment by the Association. Ownership of such Lot shall be the sole qualification of membership. Voting rights with regard to each Member are set forth in Section 3.02 hereof.

3.02 Membership. The Association shall have one class of membership. Members shall be all those Owners as defined in Section 3.01. Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 3.01. When more than one person holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. All Members holding any interest in a single Lot shall together be entitled to cast only one vote for the Lot. Where there is more than one Owner of a Lot and there is only one Member vote associated with that Lot, if only one of the multiple Owners is present at a meeting of the membership, he or she is entitled to cast the Member vote associated with that Lot.

3.03 Meetings.

(a) **Quorum. Procedure.** Meetings of the Members shall be held at the principal office of the Association or at such other place in DeKalb County, Illinois as may be designated in any notice of a meeting. The presence at any meeting, in person or by proxy, of twenty percent (20%) of the total votes determined pursuant to Section 3.02 above shall constitute a quorum. Unless otherwise expressly provided herein or in the Declaration, any action may be taken at any meeting of the Members at which a quorum is present upon the affirmative vote of the Members having a majority of the total votes present at such meeting. Any Member in writing may waive notice of a meeting, or consent to any action of the Association without a meeting. Upon proof of purchase, the purchaser of a Lot from a seller other than the Declarant pursuant to an installment contract for purchase shall, during such times as he or she resides in the Dwelling Unit on the Lot, be counted toward a quorum for purposes of election of members of the Board at any meeting of the membership called for purposes of electing members of the Board, 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.

(b) **Annual Meeting.** There shall be an annual meeting of the Members on the first Tuesday of May of each succeeding year, at 7:30 p.m. If the date for the annual meeting of Members is a legal holiday, the meeting will be held at the same hour on the first day succeeding such date which is not a legal holiday.

3.04 Special Meetings. Special meetings of the Members may be called at any time for the purpose of considering matters which, by the terms of the Declaration or these By-Laws, require the approval of all or some of the Members, or for any other reasonable purposes. Special meetings of the Members may be called by the President, the Board, twenty percent (20%) of the membership, or any other method that is prescribed in the community instruments.

3.05 Notices of Meeting. Notices of meetings required to be given herein may be delivered to the persons entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Dwelling Unit of the Owner with respect to which such voting right appertains, if no address has been given to the Board. 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.

3.06 Voting. A Member may vote:

(a) 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. No proxy shall be valid after eleven (11) months from the date of its execution unless otherwise provided in the proxy; or

(b) by submitting an Association-issued ballot in person at the election meeting; or

(c) by submitting an Association-issued ballot to the Association or its designated agent by mail or other means of delivery specified in the Declaration or By-Laws; or

(d) by any electronic or acceptable technological means.

Votes cast under any paragraph of this subsection are valid for the purpose of establishing a quorum.

ARTICLE IV

BOARD OF DIRECTORS

4.01 Board of Directors. The direction and administration of the Property in accordance with the provisions of the Declaration shall be vested in the Board of Directors, consisting of five (5) persons who shall be elected in the manner hereinafter provided. The Members having at least two-thirds (2/3) of the total votes may from time to time increase or decrease the number and term of the office of the Board members at any annual meeting, provided that such number shall not be less than five (5), and that the terms of at least two-fifths (2/5) of the persons on the Board shall expire annually. Each member of the Board shall be one of the Owners; provided, however, that in the event an Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust, or manager of such legal entity, shall be eligible to serve as a member of the Board and provided further that in the event a member of the Board has entered into a contract to sell his Dwelling Unit and vacates the Dwelling Unit prior to the consummation of that transaction, such member shall no longer be eligible to serve on the Board and his term of office shall be deemed terminated.

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

4.03 Election of Board Members. At all annual meetings of the Members there shall be elected a Board of Directors. In all elections for members of the Board of Directors, each Member shall be entitled to vote on a non-cumulative basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected. Board Members shall be elected for a term of two (2) years each. Elections shall be held in accordance with the community instruments, provided that an election shall be held no less frequently than once every twenty-four (24) months, for the Board of Directors from among the membership of the Association. No member of the Board or officer shall be elected for a term of more than four (4) years, but officers and Board members may succeed themselves. If there are multiple Owners of a single Lot, only one of the multiple Owners shall be eligible to serve as a member of the Board at any one time, unless the Owner owns another Lot independently. If no election is held to elect Board members within the time period specified in the By-Laws, or within a reasonable amount of time thereafter not to exceed ninety (90) days, then twenty percent (20%) of the Members may bring an action to compel compliance with the election requirements specified in the By-Laws or operating agreement. If the court finds that an election was not held to elect members of the Board within the required period due to the bad faith acts or omissions of the Board of Directors, the Members shall be entitled to recover their reasonable attorney's fees and costs from the Association. If the relevant notice requirements have been met and an election is not held solely due to a lack of a quorum, then this provision does not apply.

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

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

4.05 Vacancies in Board. If there is a vacancy on the Board, the remaining members of the Board may fill the vacancy by a two-thirds (2/3) vote of the remaining Board members until the next annual meeting of the membership or until Members holding twenty percent (20%) of the votes of the Association request a meeting of the Members to fill the vacancy for the balance of the term. A meeting of the Members shall be called for purposes of filling a vacancy on the Board no later than thirty (30) days following the filing of a petition signed by Members holding twenty percent (20%) of the votes of the Association requesting such a meeting.

4.06 Election of Officers. The Board shall elect from among its members a President who shall preside over both its meetings and those of the Members, and who shall be the chief executive officer of the Board and Association, a Secretary who will keep the minutes of all meetings of the Members and of the Board who shall, in general, perform all the duties incident to the office of Secretary, and a Treasurer to keep the financial records and books of account, and such additional officers as the Board shall see fit to elect. All officers shall be elected at each annual meeting of the Board and shall hold office at the pleasure of the Board.

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

4.08 Meetings of Board. All annual meetings of the Board shall be held as provided in the By-Laws immediately after, and at the same place, or other place, as the annual meeting of Members. Special meetings of the Board may be called by the President, by twenty-five percent (25%) of the members of the Board, or by any other method that is prescribed in the community instruments. Except to the extent otherwise provided by the Common Interest Community Association Act, the Board shall give the Members notice of all Board meetings at least forty-eight (48) hours prior to the meeting by sending notice by using a prescribed delivery method or by posting copies of notices of meetings in entranceways, elevators, or other

conspicuous places in the common areas of the common interest community at least forty-eight (48) hours prior to the meeting except where there is no common entranceway for seven (7) or more Dwelling Units, the Board may designate one or more locations in the proximity of these Dwelling Units where the notices of meetings shall be posted. The Board shall give Members notice of any Board meeting, through a prescribed delivery method, concerning the adoption of (i) the proposed annual budget, (ii) regular assessments, or (iii) a separate or special assessment within ten (10) to sixty (60) days prior to the meeting, unless otherwise provided in Section 1-45(a) or any other provision of the Common Interest Community Association Act. Any member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting. A majority of the number of Board members shall constitute a quorum for the transaction of business. Unless otherwise expressly provided herein, any action may be taken by the Board upon the affirmative vote of those present at its meetings when a quorum is present. The Board must reserve a portion of the meeting of the Board for comments by Members; provided, however, the duration and meeting order for the Member comment period is within the sole discretion of the Board. The Board shall meet at least four (4) times annually.

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

4.10 Attendance at Board Meetings by Owners. Meetings of the Board shall be open to any Owner, except that the Board may close any portion of a noticed meeting or meet separately from a noticed meeting: (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Association finds that such an action is probable or imminent, (ii) to discuss third party contracts or information regarding appointment, employment, engagement, or dismissal of an employee, independent contractor, agent, or other provider of goods and services, (iii) to interview a potential employee, independent contractor, agent, or other provider of goods and services, (iv) to discuss violations of rules and regulations of the Association, (v) to discuss a member's or owner's unpaid share of common expenses, or (vi) to consult with the association's legal counsel. Any vote on these matters shall be taken at a meeting or portion thereof open to any Member.

4.11 Limitations. The Association may not enter into a contract with a current Board member, or with a corporation, limited liability company, or partnership in which a Board member or a member of his or her immediate family has twenty-five percent (25%) or more interest, unless notice of intent to enter into the contract is given to Members within twenty (20) days after a decision is made to enter into the contract and the Members are afforded an opportunity by filing a petition, signed by twenty percent (20%) of the membership, 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 provision, a Board member's immediate family means the Board member's spouse, parents, siblings, and children.

ARTICLE V

POWERS OF THE BOARD

5.01 General Powers of the Board. Without limiting the general powers which may be provided by law, the Declaration or these By-Laws, the Board shall have the following general powers and duties:

- (a) to elect the officers of the Association as hereinabove provided;
- (b) to administer the affairs of the Association and the Common Area;
- (c) subject to Section 5.04(b) below, to engage the services of a services of a manager or management company who shall manage and operate the Common Area;
- (d) to formulate policies for the administration, management and operation of the Common Area;
- (e) to adopt administrative rules and regulations governing the administration, management, operation and use of the Common Area, and to amend such rules and regulations from time to time;
- (f) to provide for the maintenance, repair and replacement of the Common Area and such other portions of the Property as required by the Declaration and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;
- (g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and legal counsel, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Common Area and to delegate any such powers to the manager or managing agent (and any such employees or other personnel as may be the employees of the managing agent);
- (h) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners of such lots which have been occupied far residential purposes, their respective shares of such estimated expenses, as hereinafter provided;
- (i) after notice and an opportunity to be heard, to levy and collect reasonable fines from Members or Owners for violations of the Declaration, By-Laws, operating agreement, and rules and regulations of the Association;
- (j) to contract with the highway commissioner of a road district in which the Association is located, if the Association comprises 50% of the population or greater of the township or road district, to furnish materials related to the maintenance or repair of roads. Any such purchases shall be included in the board's finance report as outlined in Section 1-45 of the Common Interest Community Association Act;
- (k) The Board shall have the authority to establish and maintain a system of master metering of public utility services to collect payments in conjunction therewith, subject to the requirements of the Tenant Utility Payment Disclosure Act; and

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

5.02 Capital Additions and Improvements. The Board's powers hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund any structural alterations, capital additions or capital improvements to the Common Area (other than for purposes of replacing or restoring portions of the Common Area, subject to all the provisions of the Declaration) or to those portions of the Dwelling as set forth in Section 5.01 of the Declaration having a total cost in excess of Three Thousand Dollars (\$3,000.00), without in each case the prior approval of the owners holding two-thirds (2/3) of the total votes.

5.03 Tax Relief. In connection with the Common Area, the Board shall have the power to seek relief from or in connection with the assessment or levy of any real property taxes, special assessments and any other special taxes or charges of the State of Illinois or any political subdivision thereof, or any other lawful taxing or assessing body, which are authorized by law to be assessed and levied on real property and to charge all expenses incurred in connection therewith to the maintenance fund.

5.04 Rules and Regulations: Management

(a) Rules. The Board may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants. Written notice of such rules and regulations shall be given to all Owners and Occupants, and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management. The Board may engage the services of an agent to manage the Property to the extent deemed advisable by the Board. Any management fees incurred pursuant to this Section 5.04(b) shall be paid from the assessments collected pursuant to Article VI hereof. A management company holding reserve funds of the Association shall at all times maintain a separate account for each association, unless by contract the Board of the Association authorizes a management company to maintain Association reserves in a single account with other associations for investment purposes. With the consent of the Board, the management company may hold all operating funds of associations which it manages in a single operating account, but shall at all times maintain records identifying all moneys of each association in such operating account. Such operating and reserve funds held by the management company for the Association shall not be subject to attachment by any creditor of the management company. A management company that provides common interest community association management services for more than one common interest community association shall maintain separate, segregated accounts for each common interest community association. The funds shall not, in any event, be commingled with funds of the management company, the firm of the management company, or any other common interest community association. The maintenance of these accounts shall be custodial, and the accounts shall be in the name of the respective common interest community association.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

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

ARTICLE VI

ASSESSMENTS - MAINTENANCE FUND

6.01 Preparation of Estimated Budget. Each year on or before December 1, the Board shall, if necessary, estimate the total amount necessary to pay the cost of wages, materials, taxes, insurance, services and supplies which will be required during the ensuing calendar year for the rendering of all services authorized by the Board, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, if applicable, on or before December 15, notify each Owner in writing as to the amount of such estimate ("Estimated Cash Requirement"), with reasonable itemization thereof. Each Member shall receive through a prescribed delivery method, at least 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. The Estimated Cash Requirement, if any, shall be assessed among all of the Owners, in accordance with applicable law. On or before January 1 of the ensuing calendar year, and the first of each and every month of said year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12) of the assessment made pursuant to this Section 6.01. On or before the date of the annual meeting of each calendar year, the Board shall provide all Members with a reasonably detailed summary of the receipts, common expenses, and reserves for the preceding budget year. The Board shall (i) make available for review to all Members 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. The Board shall upon demand at any time furnish a certificate in writing signed by an officer or agent of the Association, setting forth whether the assessment on a specified Lot has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein. No provision of this Declaration shall be construed to require the payment by the Association of real estate taxes on any Lot upon which a Dwelling Unit is constructed and a portion of the Common Area is located.

6.02 Extraordinary Expenditures. The Board shall build up and maintain a reasonable reserve fund for authorized capital expenditures, contingencies, replacements and deficits in the Association's operating account ("Extraordinary Expenditures") not originally included in

the annual estimate. Extraordinary Expenditures which may become necessary during the year shall be charged against such reserve fund. If such reserve fund proves inadequate for any reason, including non-payment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be divided pro rata among the remaining instalments for such fiscal year and assessed among the Owners. In the event, however, that the Board determines that there exists a surplus in the reserve for Extraordinary Expenditures, the Board shall have the authority to transfer such funds into the operating account to fund any deficit in said account. The Board shall serve notice of further assessment on all such Owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice of farther assessment. All such Owners shall be obligated to pay the adjusted monthly amount.

6.03 Budget and Separate Assessments.

(a) If an adopted budget or any separate assessment adopted by the Board would result in the sum of all regular and separate assessments payable in the current fiscal year exceeding 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 Members 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 Members 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 Members are cast at the meeting to reject the budget or separate assessment, it shall be deemed ratified.

(b) If total common expenses exceed the total amount of the approved and adopted budget, the Association shall disclose this variance to all its Members and specifically identify the subsequent assessments needed to offset this variance in future budgets.

(c) Separate assessments for expenditures relating to emergencies or mandated by law may be adopted by the Board without being subject to Member approval or the provisions of subsection (a) or (d) of this Section. As used herein, "emergency" means a danger to or a compromise of the structural integrity of the common areas or any of the common facilities of the common interest community. "Emergency" also includes a danger to the life, health or safety of the membership.

(d) Assessments for additions and alterations to the common areas or to Association-owned property not included in the adopted annual budget, shall be separately assessed and are subject to approval of a simple majority of the total Members at a meeting called for that purpose.

(e) The Board may adopt separate assessments payable over more than one fiscal year. With respect to multi-year assessments not governed by subsections (c) and (d) of this Section, the entire amount of the multi-year assessment shall be deemed considered and authorized in the first fiscal year in which the assessment is approved.

6.04 GAAP Accounting. The Association shall use generally accepted accounting principles in fulfilling any accounting obligation under the Common Interest Community Association Act.

6.05 Failure to Prepare Annual Budget. The failure or delay of the Board to prepare or serve the annual or adjusted estimate on an Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge, if any, at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

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

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

(b) Detailed and accurate records in chronological order of the receipts and expenditures affecting the common areas, specifying and itemizing the maintenance and repair expenses of the common areas and any other expenses incurred, and copies of all contracts, leases, or other agreements entered into by the Board shall be maintained.

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

(d) With a written statement of a proper purpose, ballots and proxies related thereto, if any, for any election held for the Board and for any other matters voted on by the Members, which shall be maintained for not less than one year.

(e) With a written statement of a proper purpose, such other records of the Board as are available for inspection by members of a not-for-profit corporation pursuant to Section 107.75 of the General Not For Profit Corporation Act of 1986 shall be maintained.

(f) With respect to units owned by a land trust, a living trust, or other legal entity, the trustee, officer, or manager of the entity may designate, in writing, a person to cast votes on behalf of the Member or Owner and a designation shall remain in effect until a subsequent document is filed with the Association.

(g) Any reserve study.

Where a request for records under this subsection is made in writing to the Board or its agent, failure to provide the requested record or to respond within 30 days shall be deemed a denial by the Board.

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

Upon ten (10) days' notice to the Board, any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessment or other charges due and owing from such Owner. In addition, the Board shall provide for the preceding fiscal year upon the

written request of any holder, insurer or guarantor of a first mortgage secured by any portion of the Property any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Owners at the end of each of its respective fiscal years, provided, however, that in the event an audited financial statement is not available, 51% or more of the first mortgagees (by number) shall upon request, be entitled to have such an audited statement prepared at their expense.

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

6.08 Remedies for Failure to Pay Assessments. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date at the rate then allowed by law, and the Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest, costs and fees as above provided, shall be and become a lien or charge against the Lot of the Owner involved when payable and may be foreclosed by an action brought in the name of the Board as in the case of foreclosure of liens against the real estate. Unless otherwise provided in the Declaration, the members of the Board and their successors in office, acting on behalf of the other Owners, shall have the power to bid in the interest so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. The lien of the assessments provided for herein shall be subordinate to the lien of any first or prior recorded mortgage now or hereafter placed on the Lots provided, however, that such prior recorded mortgage shall be subject to the lien of all unpaid assessments with respect to such Lot which became due and payable subsequent to the date the holder of said mortgage takes possession of the Lot, accepts a conveyance of any interest in the Lot or has a receiver appointed in a suit to foreclose his lien.

6.09 Right to Collect Assessments. The Board may elect to authorize the Kipling Estates Association to collect any assessments levied hereunder and to remit same to the Association.

ARTICLE VII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

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

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

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

As used in this provision:

"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 VIII

COMMITTEES

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

8.02 Special Committees. Other committees not having and exercising the authority of the Board in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such committee shall be Members,

and the President of the Association shall appoint the members thereof. Any member thereof may be removed whenever in the Board's judgment the best interests of the Association shall be served by such removal.

8.03 Term. Each member of the committee shall continue as such until the next annual meeting of the Board and until his successor is appointed and shall have qualified, unless the committee shall be sooner terminated, or unless such member shall cease to qualify as a member thereof.

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

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

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

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

ARTICLE IX

RESALES

In the event of any resale of a Dwelling Unit by a Member or Owner other than the Declarant, the Board shall make available for inspection to the prospective purchaser, upon demand, the following:

(a) A copy of the Declaration, other instruments, and any rules and regulations.

(b) A statement of any liens, including a statement of the account of the Lot setting forth the amounts of unpaid assessments and other charges due and owing.

(c) A statement of any capital expenditures anticipated by the Association within the current or succeeding two (2) fiscal years.

(d) A statement of the status and amount of any reserve or replacement fund and any other fund specifically designated for Association projects.

(e) A copy of the statement of financial condition of the Association for the last fiscal year for which such a 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 Members or Owners by the Association for common properties.

The principal officer of the Board or such other officer as is specifically designated shall furnish the above information within thirty (30) days after receiving a written request for such information.

A reasonable fee covering the direct out-of-pocket cost of copying and providing such information may be charged by the Association or the Board to the Lot seller for providing the information.

ARTICLE X

AMENDMENTS

These By-Laws may be amended or modified from time to time by an instrument signed by those Members entitled to cast fifty-one percent (51%) of the total votes in the Association. Such amendments shall be recorded in the Office of the Recorder of DeKalb County, Illinois.

ARTICLE XI

DEFINITION OF TERMS

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

EXHIBIT "C"

LEGAL DESCRIPTION OF COMMON AREA

LOT A AND LOT B, ALL IN FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT PHASE ONE A, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 26, TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN IN DEKALB COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO 2003006561.

LOTS C, D, E, F AND G IN FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT PHASE TWO, BEING A SUBDIVISION IN PART OF THE SOUTHWEST QUARTER OF SECTION 23 AND THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED, IN PLAT CABINET 9, SLIDE NO. 86-C, DECEMBER 5, 2003 AS DOCUMENT 2003034639, IN DEKALB COUNTY, ILLINOIS.

LOT CC IN FAIRWINDS OF SANDWICH PLANNED UNIT DEVELOPMENT PHASE FOUR, BEING A SUBDIVISION IN PART OF THE NORTH HALF OF SECTION 26, ALL IN TOWNSHIP 37 NORTH, RANGE 5 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2007021306, IN DEKALB COUNTY, ILLINOIS.

EXHIBIT "D"

FENCE DESIGN GUIDELINES

Fences shall be black wrought iron, ornamental metal, or cedar not exceeding five (5) feet in height. All fencing is subject to approval of the Architectural Review Committee. No fencing shall be permitted closer to the street than the rear of the home. Notwithstanding anything to the contrary contained herein, this provision shall not affect any fence, berm or barrier constructed by the Declarant.